
LSU BOARD OF SUPERVISORS MEETING

Board Room, University Administration Building
3810 West Lakeshore Drive, Baton Rouge, LA 70808
September 8, 2023 | 10:00 a.m. CT

- I. Board Development (9:15 a.m. in Board Conference Room 104-A)
- II. Call to Order and Roll Call
- III. Invocation and Pledge of Allegiance
- IV. Public Comment
- V. Committee Meetings
 - A. Research and Agricultural Extension
 1. Pennington Biomedical Medical Research Center's Greaux Healthy Program
 - B. Academic Committee
 1. Request from LSU A&M to Establish a Master of Interior Design
 2. Consent Agenda
 - a. Request from LSU Health Sciences Center New Orleans for Continued Authorization and Continued Designation as a Center of Research Excellence for the Cardiovascular Center of Excellence
 - b. Request from LSU Health Sciences Center New Orleans for Continued Authorization of the Center for Evidence-Based Practice in Behavioral Health
 - c. Request from LSU A&M to Name Five Spaces in the Newly Renovated Huey P. Long Fieldhouse Complex
 - d. Request from LSU A&M to Name the John G. Turner and Jerry G. Fischer Center for Opera
 - e. Request from LSU A&M to Rename the Georgia Gulf Endowed Professorships #1 and #2
 - f. Request from LSU Health Sciences Center New Orleans to Name the Dora Jean Edwards Emergency Department at Lallie Kemp Regional Medical Center
 - C. Finance Committee
 1. Recommendation to Approve the Fiscal Year 2023-2024 Operating Budget
 - D. Property & Facilities Committee
 1. Request from LSU Health Sciences Center New Orleans to Authorize the First Amendment to the Lease Agreement with the LSU Health Foundation, New Orleans for Additional Leased Space
 2. Request from LSU Health Sciences Center New Orleans to Authorize a Cooperative Endeavor and Lease Agreement with the LSU Healthcare Network for the Ambulatory Surgery Center
 3. Request from LSU Health Sciences Center New Orleans to Authorize the First Amendment to the Lease Agreement with the Louisiana Cancer Research Center (LCRC) for Additional Leased Space

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

4. Request for Approval of the FY 2024-2025 Five-Year Capital Outlay Budget Request and First Year Prioritized List for Louisiana State University
 5. Request to Consent to Temporary Reduction in Lease Payment for Lake Charles Memorial Hospital
 6. *(Proposed)* Request from LSUA for the LSUA Foundation to Accept a Donation of Property at 807 Jackson Street in Alexandria, Rapides Parish, Louisiana
- E. Athletics Committee
1. Request from LSU Athletics to Approve New Employment Agreement for Men's Golf Head Coach and Director of Golf
 2. Request from LSU Athletics to Approve New Employment Agreement for Women's Basketball Head Coach
 3. Request from LSU Athletics to Approve Amended Employment Agreements for Two Assistant Women's Basketball Coaches
 4. Request from LSU Athletics to Approve Amended Employment Agreement for Gymnastics Head Coach
 5. Request from LSU Athletics to Approve New Term Sheet for Assistant Baseball Coach
 6. Request from LSU Athletics to Amend the Ticket and Parking Distribution Policy
 7. Request from LSU Athletics to Increase Football Ticket Prices, Parking and Tradition Fund
 8. Request from LSU Athletics to Increase Women's Basketball Ticket Prices and Tradition Fund
 9. Request from LSU Athletics to Approve Amendment to Employment Agreement for Deputy Athletics Director for Leadership and Strategy
- F. Executive Committee *(8:00 a.m. in UAB Conference Room 104-A)*
1. Board Planning
- G. Risk Management Committee *(8:30 a.m. in UAB Board Conference Room 104-A)*
1. FY 2023 4th Quarter Audit Summary
- VI. Reconvene Board Meeting
- VII. Request to Appoint a Boyd Professor
- VIII. Approval of Meeting Minutes from the June 15, 2023 Board Meeting and the July 11, 2023 Nominating Committee Meeting
- IX. Personnel Actions Requiring Board Approval
- X. Reports to the Board
- A. Personnel Actions Information Report
 - B. Supplier Diversity Spend Report FY23 Quarter 3
 - C. Semi-Annual Report of Foreign Sources of Funds, Gifts, & Grants
 - D. Affiliated Entities Reimbursement Report FY23 Quarter 4
 - E. FY 2022-23 4th Quarter LSU Investment Report
 - F. LSU Semi-Annual Financial Report for the Six-Month Period Ending June 30, 2023
- XI. Reports from Faculty Advisors and Staff Advisors

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

- XII. President's Report
- XIII. Approval of Committee Recommendations
- XIV. Chair's Report
- XV. Oath of Office for Chair
- XVI. Election of Chair-Elect
- XVII. Oath of Office for Chair-Elect
- XVIII. 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

RESEARCH & AGRICULTURAL EXTENSION COMMITTEE

BOARD OF SUPERVISORS MEETING | SEPTEMBER 8, 2023

Greating Healthier Generations for Louisiana's Future

Board of Supervisors
September 8, 2023

Greaux Healthy: Saving Our Children's Future

A Pennington Biomedical Research Center Initiative

- Pennington Biomedical's leading scientists are addressing a too-long ignored epidemic that threatens our children's future: **Childhood Obesity**
- Translating science to **Community Action**
- Partner with communities to *greaux healthier generations* by expanding the access and reach of **Pennington Biomedical's evidence-based practices**.
- Funding provided by **The State of Louisiana**



Children with obesity are being increasingly diagnosed with health conditions including:

*Type 2 diabetes *High blood pressure *Elevated cholesterol *Liver disease *Bone and Joint problems *Respiratory problems such as Asthma *Sleep disorders *Psychological difficulties

Greax Healthy: Saving Our Children's Future

A Pennington Biomedical Research Center Initiative

1 Expectant Families and
Parents of Infants

2 Pre-school Age Children
(2-5 years)

3 School Age Children
(6-12 years)

4 Adolescents and Young
Adults (13-25 years)

Greaux Healthy: Saving Our Children's Future

A Pennington Biomedical Research Center Initiative

Partners

Reach our partners through a suite of tailored nutrition education, lifestyle programs, and parenting support; medical treatments, and surgical approaches.



Programs

Deploy our programs to families via existing and newly formed partnerships in school districts, health systems, advocacy organizations and others.



Innovation

Leverage eHealth and telehealth to widely disseminate and implement our existing, scientifically tested programs, tools, and curricula.



Thank You!





Board of Supervisors

ACADEMIC COMMITTEE

BOARD OF SUPERVISORS MEETING | SEPTEMBER 8, 2023



Board of Supervisors

Request from LSU A&M to Establish a Master of Interior Design

Date: September 8, 2023

1. Bylaw Citation

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

- B. The Board shall approve any new academic program resulting in the awarding of a degree, certificate, or credential, as well as any changes of degree designation or termination of degree programs. The Board shall approve any new institution, department, research center, or institute, or required reauthorization of such.

2. Summary of Matter

LSU A&M requests establishment of a Master of Interior Design, thus creating an advanced graduate program for the School of Interior Design. This two-year degree allows students holding a baccalaureate degree in interior design, interior architecture, architecture, landscape architecture, environmental design or other closely related disciplines to explore the broad spectrum of interior design research and evolving practices related to the social, cultural, and environmental dimensions of health and wellbeing. Students in this program will support the advanced and applied research across multiple scales and settings which shape the interior environment and human behavior, and graduates of this program will be prepared to become leaders and innovators in designing interior environments.

This will be the first program of its kind in Louisiana. There are currently over 192 graduates in baccalaureate programs in Architecture/Architecture Studies, Interior Design, and Landscape Architecture who could benefit from this graduate program, and the curriculum provides for flexibility for students to create individual learning and research paths designed for their areas of interest. On that note, the flagship campus is well-positioned to offer this innovative program as the Master of Interior Design supports three of the five Scholarship First Priorities: *Biomedical* - the interior environment has a direct impact on human health and the environment with the potential to adopt a "preventative medicine" approach to design to improve physical and mental health; *Coast* - designing interiors with the capacity to recover is critical to communities along our coast; *Energy* - the construction and operations of the built environment are responsible for 40% of annual global CO2 emissions. At least 16% is directly the result of manufacturing, processing, transporting, installing and construction of interiors. The proposed MID prepares students to address the impacts of CO2 emissions through improved energy efficiency, reuse, material optimization, and carbon sequestering.

Several studies from the International WELL Building Institute demonstrate the positive impact healthy and safe workspaces have on business performance in the marketplace. WELL-accredited experts understand and apply, "science-back strategies to put the health of people first in the buildings and communities we share." More than 2,000 companies have adopted WELL standards and ratings since 2014, including 20% of the Fortune 500 companies. Examples include ARM, Brookfield Asset Management, Carrier, Centrene, Citigroup, Cushman & Wakefield, Herman Miller, Honeywell, JPMorgan Chase, New York Yankees, T-Mobile, Uber Technologies.

The Center for Health Design created the internationally recognized EDAC program to recognize designers and architects, healthcare executives and providers, scholars, engineering and construction professional and product manufacturers utilizing and evidence-based design process to advance health, safety and wellbeing. Examples of EDAC Advocate firms are CannonDesign, Steelcase Health, AGR Architects, Perkins & Will, Kimball International, HKS, HDR, Gensler, Forbo Flooring Systems, Corgan and AECOM. Fitwell is a healthy building certification system created by the U.S. Center for Disease Control and Prevention and U.S. General Services Administration. Less than 1% of all Fitwel Ambassadors are in Louisiana. Fitwel Champions are companies that own or manage residential and commercial properties and have committed to integrating Fitwel at the portfolio scale. Many Fitwel Champions are companies that regularly employ designers such as Gensler, Perkins +Will, Stantec, HDR, EYP, Inc., and numerous real estate and property investment companies. Students graduating from this program have opportunities to achieve WELL accreditation (International WELL Building Institute), Evidence-Based Design Accreditation and Certification (EDAC), and Fitwel Ambassador status. By 2030, the global wellness market is expected to reach well over \$90B. Understanding and support of emotional and mental well-being of employees are now differentiators for recruiting and retaining talent in the workforce. To compete and stay relevant in the market, building firms must be able to develop scientific/technical components of design and know how to apply these findings.

Upon reviewing the market demand for a master's program within the southern region (Louisiana, Georgia, Florida, Mississippi, Texas, Arkansas, and Alabama), there is only one institution that offers a similar degree program. Florida International University offers a Master of Interior Architecture and an MA in Healthcare Design, with a healthy enrollment of around 26 each year. There are currently no graduate programs in Interior Design or Architecture in Louisiana or in the surrounding areas. The School of Interior Design has had to redirect many admissions inquiries for graduate study in interior design to other schools beyond our region. Over the next ten years, the BLS projects jobs requiring a master's degree for occupations in Interior Design in the southern region to grow by 14%, which is higher than the national average (9.5%). There are currently 1,408 annual openings that require a Master's degree in Interior Design in the region, with a supply of only 26 completers a year (with FIU having 100% of the market share). Texas is also a major hub for jobs requiring a master's degree for this type of occupational work, dominating the demand in the southern region with 3,000 average annual openings. Texas is much closer to Louisiana than Florida, and our institution could provide the necessary supply of workers..

The School of Interior Design has received multiple letters of support for this degree program from Gensler – a global architecture, design and planning firm with 53 locations, Tillotson Design Associates, a major lighting design firm in New York, IA Interior Architects – a global interior design firm across every major city in the US, Frost-Barber of Louisiana, Logan Killen Interiors of New Orleans – all who advocate for LSU to establish this innovative program to compete with notable private design programs such as SCAD, the Pratt Institute, and Parsons – the New School.

3. Review of Business Plan

The Master of Interior Design will be housed in the School of Interior Design within the College of Art & Design. The Director of the School of Interior Design will serve as the graduate coordinator. The current administrative coordinator will assist the Director.

4. Fiscal Impact

Projected enrollment starts modestly at 3 students in Year 1, increasing to 15 students in Year 4. The School of Interior Design recently hired one new tenure-track assistant professor line beginning August 2023. The school will request an additional line beginning August 2025. Faculty in the School of Interior Design will maintain the current teaching load (18 credit hrs./year). Six credit hours per year will be redirected to the graduate program to teach core courses. Each year overall faculty assignments will include adding one 3 credit hour graduate course in the fall and one 3 credit hour graduate course in the spring.

Based on projected enrollment, anticipated new revenue from student enrollment will start at \$75K, increasing to \$545K. Revenue outpaces any expected costs with the program for the next four years.

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

RESOLUTION

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



Board of Supervisors

Request from LSU Health Sciences Center – New Orleans for Continued Authorization and Continued Designation as a Center of Research Excellence for the Cardiovascular Center of Excellence

Date: September 8, 2023

1. Bylaw Citation

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

- B. The Board shall approve any new academic program resulting in the awarding of a degree, certificate, or credential, as well as any changes of degree designation or termination of degree programs. The Board shall approve any new institution, department, research center, or institute, or required reauthorization of such.

2. Summary of Matter

The Center of Excellence for Cardiovascular Disease was originally approved by the Board of Regents in 1991 but was lost from the list of approved centers. Once it was discovered that the Center was no longer officially approved by the Board of Regents, the institution submitted a request for the Center to be reauthorized as a Center of Research Excellence and to be renamed as the Cardiovascular Center of Excellence. The Board of Regents approved full authorization and designation of the Center on August 22, 2018, for a five-year period. LSU Health Sciences Center – New Orleans is now requesting another five-year reauthorization and continued designation as a Center of Research Excellence.

Its mission is to be recognized as a global leader in cardiovascular research by building relationships with the National Institutes of Health, with academic institutions in the United States and around the world, with clinicians, and with industry for acceleration of therapeutics to those suffering from cardiovascular disease, and by evaluating the cardioprotective effects of test agents and devices in clinically relevant cardiovascular disease models. The goals of the Cardiovascular Center are to train graduate students, postdoctoral fellows, medical students and medical residents in cardiovascular disease; to promote the development of translational and clinical research with funding from federal agencies, research foundations and associations, and industry; and to achieve breakthroughs in cardiovascular medicine that improve the overall outcomes and quality of life in patients who suffer from cardiovascular diseases.

The scientists and faculty within the Cardiovascular Center have developed programs and conducted novel clinically relevant research studies that have gained international recognition for cardiovascular research at LSU Health-NO. Over the last five years, the Cardiovascular Center has demonstrated a considerable increase in scientific productivity and funding, as evidenced by a significant increase in the numbers of publications, of presentations at both national and international meetings, and of new extramural research grants and contracts. The faculty and staff of the Center have trained more than 25 undergraduate and graduate students,

medical students, post-doctoral fellows, and residents during just the past five years. Members of the Center have received \$6 million in donations in the last five years and secured 43 research grants totaling more than \$22 million – of which 22 were awarded by the NIH including 14 R01 awards. Additionally, Center faculty have published more than 94 landmark research publications in high impact medical journals and has hosted 63 international experts in various areas of cardiovascular research and clinical medicine to provide cutting edge information and education to LSU Health-NO faculty, research fellows, clinical fellows, medical students, and graduate students since 2018.

Further, the Cardiovascular Center built and currently operates a state-of-the-art translational core laboratory for large animal research that is one of only five such facilities in the United States. This specialized laboratory provides large animal models of acute myocardial infarction, heart failure, and peripheral vascular diseases which support critical experiments required to translate novel potential drugs, devices, and biological therapies to patients. This unique lab has allowed the Cardiovascular Center to collaborate with clinicians and scientists throughout the United States, in both academia and industry, to perform transformative research studies that impact patients' lives.

Continuing activities of the Center include the Cardiovascular Center Seminar Series and the Cardiovascular Works-in-Progress Series – seminars aimed at educating students, expanding on faculty research, and providing a venue for faculty to foster collaborations with other departments and institutions. The Center also participates in community engagement events such as the HFpEF Summit, a gathering for experts in heart failure to gather and talk about groundbreaking research. Faculty also serve in various positions in professional medical societies and provide services to governmental and private funding agencies. The Center has also made significant contributions to Louisiana economic development including increasing medical health professionals, recruiting world-renowned investigators, attracting industry partners to develop research programs – such as Myonid Therapeutics, ReCor Medical Inc., SAJE Pharma, LLC, Exscien Corporation, and Synexis, LLC.

3. Review of Business Plan

The Cardiovascular Center currently has over \$15 million in funding for cardiovascular-related basic, translational, and clinical research and \$6 million in donations. The Cardiovascular Center has five full-time basic/translational science faculty members (Biose, Lazartigues, Xia, Yang and Yue) one full-time clinical faculty member (Mohandas) and one part-time basic/translational science faculty (Allerton) conducting research studies within the Cardiovascular Center, along with 16 associate members and six members of the support staff.

The Cardiovascular Center occupies 7,500 sq. ft. of laboratory space in the Merv Trail Clinical Sciences Research Building on the LSU Health-NO campus. The Cardiovascular Center at LSU Health-NO is comprised of a series of core laboratories, which include Translational Research Lab, Cardiovascular Imaging, Vascular Function, Cardiovascular Biomarker, Cardiovascular Biorepository, Mouse Surgery, Rat Surgery, Cell Culture, and Histopathology.

In June 2022, Dr. David J. Lefer stepped down as Director of the Cardiovascular Center and Dr. Eric D. Lazartigues was nominated to replace him. With this new leadership, the Center is embarking into a new recruiting phase to support its mission of excellence.

4. Fiscal Impact

Over the next five years, the budget for the Cardiovascular Center of Excellence will be approximately \$3.8 million annually. This funding comes from federal grants and contracts, non-federal grants, contracts, and donations, dean's funding, state general funding, and indirect cost recovery.

All revenue associated with the Cardiovascular Center of Excellence exceeds the costs of salaries, benefits, travel and supplies, and operating and equipment costs.

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center - New Orleans for the continued authorization and continued designation as a Center of Research Excellence for the Cardiovascular Center of Excellence.



Board of Supervisors

Request from LSU Health Sciences Center – New Orleans for Continued Authorization of the Center for Evidence-based Practice in Behavioral Health

Date: September 8, 2023

1. Bylaw Citation

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

- B. The Board shall approve any new academic program resulting in the awarding of a degree, certificate, or credential, as well as any changes of degree designation or termination of degree programs. The Board shall approve any new institution, department, research center, or institute, or required reauthorization of such.

2. Summary of Matter

The Board of Regents granted one-year approval of the Center for Evidence-based Practice in Behavioral Health (CEBPBH) on June 19, 2019 and full approval for three years on December 16, 2020. LSU Health Sciences Center – New Orleans is requesting continued authorization of CEBPBH for five years.

The CEBPBH is a collaboration between the LSU Health Sciences Center – New Orleans School of Public Health - Department of Behavioral and Community Health Sciences, the Louisiana Department of Health, Louisiana Office of Behavioral Health, Louisiana Medicaid, Louisiana Medicaid providers, Medicaid managed care organizations, national expert consultants, state and federal funders, and professional leadership organizations in the field, such as the National Association of State Mental Health Program Directors, the Society for Implementation Research Collaboration, and others. The Center was created to increase access to evidence-based programs (EBPs) that address key behavioral health needs for Medicaid-insured children and families in Louisiana. In 2022, those efforts were expanded to include the development of training for a behavioral health workforce to support the statewide implementation of a mental health crisis response system for both adults and children. These collaborations also directly involve and assist other state agencies, such as the Office of Juvenile Justice, Department of Children and Family Services, and Department of Education in accessing quality services that improves their outcomes.

In 2022 alone, the CEBPBH has:

- Maintained one of the most utilized tools for referral tools to EBPs (e.g., judges, providers, schools, managed care organizations, etc.).
- Achieved a 165% overall increase in agencies trained and 113% increase in clinicians trained as compared to 2021. This includes a national recognition of Louisiana having the most Functional Family Therapy providers per capita in the nation.

- Increased our reach and development of provider readiness, by focusing on CEU approved informational webinars to introduce EBPs and the certification processes. Over 600 providers attended these webinars and over 290 CEUs were awarded.
- Redesigned demographic data collection on trainees to better capture critical variables to understand who succeeds in training and areas for further development to limit attrition.
- Received SAMHSA funding to complete a EBP Capacity and Sustainability initiative which also awarded almost \$168,000 to providers who achieved EBP qualifications, integrated EBP tracking processes, and demonstrated delivery of EBP services to Louisiana youth and families.
- Contracted and/or collaborated with nine national and state experts on crisis services to create content and train Center trainers as well as over twenty-five peer specialists that facilitate our new crisis workforce training delivery.
- Produced a modular crisis curriculum and online platform that is getting national attention and requests for replication.
- Delivered the new Louisiana Mental Health Crisis Response Workforce Training curriculum to 11 cohorts in twelve months reaching over 500 individuals from seven provider agencies and five MCO call centers.
- Partnered with the Louisiana Peer Action Advocacy Coalition to produce a series of video interviews with individuals with lived experiences as a part of the training resources.
- Published over 22 reports and briefs and five peer-reviewed journals and has been highlighted in over 77 state and national conferences.

3. Review of Business Plan

The Center offers various student work positions and practice placement opportunities. They also are an active placement site for MPH and MSW students seeking to develop their competencies in our relevant research, communications, project management, systems, and policy work. Each are funded (either partially or fully) through an Office of Behavioral Health and/or Medicaid contract and corresponding work orders. The project has office spaces on the 2nd and 3rd floors of the School of Public Health located at 2020 Gravier St, New Orleans, LA 70112. Administratively, the CEBPBH's contract is supervised by a small team at the Louisiana Department of Health – Office of Behavioral Health. Dr. Stephen Philippi, the Project Director, oversees the Center's efforts on a day-to-day basis. Hasheemah Afaneh and Lisa Staples, the Program Administrators, and Dr. Claudia Leonardi, the Evaluator, report to Dr. Phillippi. All other staff, including a program assistant, evaluator, two PhD grad assistants, an assistant business manager, and a contracts coordinator, are supervised by one of the program administrators.

4. Fiscal Impact

The Center is primarily funded through the Louisiana Department of Health, Office of Behavioral Health, and Medicaid. That funding has just been renewed for another three years with an option for an additional two-years written in the contract. CEBPBH has also expanded its funding to other sources including private and public contracts and a grant award from SAMHSA in the amount of \$447K. Funding for the next 3-5 years totals at least \$6,521,518 in written contracts.

Additional funding from federal, state, and philanthropic groups will also continue to be pursued.

All revenue associated with the Center exceeds the costs of salaries, benefits, travel and supplies, and operating and equipment costs.

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center – New Orleans for the continued authorization of the Center for Evidence-based Practice in Behavioral Health.



Board of Supervisors

Request from LSU A&M to Name Five Spaces in the Newly Renovated Huey P. Long Fieldhouse Complex

Date: September 8, 2023

1. Bylaw Citation

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

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

2. Summary of Matter

LSU A&M requests the naming of five spaces within the newly renovated Huey P. Long Fieldhouse. LSU A&M is seeking to recognize significant funders by naming areas of the building in honor of these benefactors.

Laura F. Lindsay Ballroom

Laura F. Lindsay, PhD, is a professor emerita in the Manship School of Mass Communication and worked in academia for more than 45 years, holding various faculty and administrative positions. Dr. Lindsay previously served as an interim provost at the university from 2002-2003 as well as both vice provost and associate vice chancellor in the Office of Academic Affairs from 1989-1999. In 2010, Dr. Lindsay was asked by LSU Executive Vice Chancellor and Provost Jack Hamilton to return as interim dean of the College of Education. In 2012, she was named founding dean of the College of Human Sciences and Education. Under her direction, prior to her retirement in 2013, the facility programming efforts that would ultimately lead to the complete renovation of the Huey P. Long Fieldhouse complex began.

Richard and Lori Pellerin Athletic Training Suite

LSU alumni and entrepreneurs Richard and Lori Pellerin have contributed \$350,000 to name the Athletic Training Suite. In 1999, the Pellerin's began Century Rehabilitation. Their innovative healthcare solutions quickly gained popularity due to their emphasis on building and nurturing relationships. In 2015, the Pellerin family created a scholarship fund to encourage students to pursue physical and occupational therapy and speech-language pathology careers. They also established the 1st Fund and Community 1st Fund to support Century's employees and the communities they serve. Mr. Pellerin is also a member of the OLOL Children's Foundation Board and is part of the LSU College of Human Sciences & Education Dean's Advisory Council.

Dr. Monroe J. Rathbone, Jr. & Mrs. Barbara F. Rathbone Human Anatomy & Cadaver Laboratory

Jack and Barbara Rathbone were both graduates of LSU. Dr. Monroe Rathbone, Jr. received his first degree from LSU in 1944 and his MD in 1949 from the School of Medicine in New Orleans. He was an accomplished medical doctor and surgeon, serving as chairman of the board for the Mary Bird Perkins Cancer Center for 27 years and medical director of the Our Lady of the Lake

Regional Medical Center for 12 years. Mrs. Barbara Rathbone received her baccalaureate degree from LSU in 1946. They both distinguished themselves as stellar community leaders and tireless volunteers committed to making Baton Rouge and LSU a model location for families to grow and prosper. Today, many individuals, corporations, and foundations express their philanthropy to Our Lady of the Lake and Mary Bird Perkins through giving to the "Rathbone Society", an organization named after Dr. Rathbone to recognize his great contributions to OLOL and MBP. Their philanthropic contributions have supported the LSU Foundation, College of Music & Dramatic Arts, LSU Alumni Association, the Library, and the LSU Chancellor.

Baton Rouge Orthopaedic Clinic Classroom

The Baton Rouge Orthopaedic Clinic, LLC is comprised of highly skilled and trained physicians who utilize advanced technology and state-of-the-art medical equipment and techniques in 12 specialty areas: elbow, foot and ankle, hand and wrist, hip, knee, musculoskeletal oncology, shoulder, spine, sports, pain management, pediatric, and trauma. Over the past two decades, the School of Kinesiology and BROC have established a strong partnership that is beneficial to countless Kinesiology students. Undergraduates who are interested in attending graduate school in preparation for careers in occupational therapy and physical therapy can intern at BROC. BROC seeks these students to fill technician positions - a mutually beneficial partnership. BROC is also beneficial for the athletic training program.

Amelia M. Lee School of Kinesiology Director's Admin Suite

Amelia M. Lee, PhD is a professor emerita in the School of Kinesiology at LSU. She graduated twice from LSU with a BS in 1960 and an MS in 1968. At the time of her retirement, she had 37 years of service to LSU. She accepted the Executive Director position at the American Kinesiology Association soon after her retirement. She was an exemplary mentor to doctoral and master's students and served on numerous thesis and doctoral committees as well. She is recognized as an outstanding scholar with more than 100 publications. Dr. Lee served as the department chair of Kinesiology from 1998-2008, to which the School experienced exponential growth.

All namings have gone through the appropriate campus channels.

3. Review of Business Plan

N/A

4. Fiscal Impact

N/A

5. Description of Competitive Process

N/A

6. Review of Legal Documents

A memo from the Dean of the College of Human Sciences and Education requesting these namings along with approvals from the LSU A&M Naming Committee are on file in the Office of Academic Affairs.

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to Name Five Spaces in the Newly Renovated Huey P. Long Fieldhouse Complex.



Board of Supervisors

Request from LSU A&M to Name the John G. Turner and Jerry G. Fischer Center for Opera

Date: September 8, 2023

1. Bylaw Citation

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

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

2. Summary of Matter

LSU A&M requests the naming of the John G. Turner and Jerry G. Fischer Center for Opera for the LSU School of Music Recital Hall.

In 2018, John Turner and Jerry Fischer made a historic gift to the LSU College of Music & Dramatic Arts' to further the vitality of the renowned opera program and on-campus recital hall. Their gift of \$4 million is the largest gift in the College's history and will enable the renovation of the LSU School of Music Recital Hall to create a world-class facility for educating high-level artists who have a global impact.

Within the College of Music & Dramatics Arts alone, they have made gifts to 20 initiatives and created several funds specifically dedicated to the success of LSU Opera: an endowed scholarship through which they have supported more than 110 students, a fellowship, a support fund for productions and a general endowment. Turner and Fischer's generosity has given the College of Music & Dramatic Arts flexibility to respond to LSU artists' evolving needs by providing unrestricted, endowed support to LSU Opera and renovating the college's most-used performance space, which hosts more than 300 performances annually.

Turner, a lifelong resident of Baton Rouge, and Fischer, an LSU alumnus, have made LSU a philanthropic priority for more than two decades. Turner's love of culture and performing arts, as well as his altruism, was instilled in him through his parents Bert and Sue Turner. Carrying on the family's legacy, John and Jerry have shown an unwavering support for the university. Their generosity extends campus-wide, focused on the College of Music & Dramatic Arts and including the LSU AgCenter, College of Art & Design, College of the Coast & Environment, College of Human Sciences & Education, College of Humanities & Social Sciences, Museum of Art, Museum of Natural Science and School of Veterinary Medicine, as well as the Pennington Biomedical Research Foundation.

This naming has gone through the appropriate campus channels.

3. Review of Business Plan

N/A

4. Fiscal Impact

N/A

5. Description of Competitive Process

N/A

6. Review of Legal Documents

Approvals from the LSU A&M Naming Committee and leadership of the College of Music & Dramatic Arts are on file in the Office of Academic Affairs.

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to Name the John G. Turner and Jerry G. Fischer Center for Opera.



Board of Supervisors

Request from LSU A&M to Rename the Georgia Gulf Endowed Professorships #1 and #2

Date: September 8, 2023

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

Given the August 2016 acquisition of Axiall Corporation (the 2013 successor to Georgia Gulf Corporation) by Westlake Corporation, LSU A&M would like to rename two professorships that were established by the Georgia Gulf Corporation. The two professorships will now be the Westlake Endowed Professorships #1 and #2.

3. Review of Business Plan

N/A

4. Fiscal Impact

N/A

5. Description of Competitive Process

N/A

6. Review of Legal Documents

A memo from the Chief Administrative Officer and General Counsel for Westlake Corporation is on file in the Office of Academic Affairs.

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to rename the Georgia Gulf Endowed Professorships #1 and #2.



Board of Supervisors

Request from LSU Health Sciences Center – New Orleans to Name the Dora Jean Edwards Emergency Department at Lallie Kemp Regional Medical Center

Date: September 8, 2023

1. Bylaw Citation

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

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

2. Summary of Matter

LSU Health Sciences Center - New Orleans and the LSU Health Care Services Division would like to honor and recognize the over two decades of exemplary service of Mrs. Dora Jean Edwards as a registered nurse in the emergency department at Lallie Kemp Regional Medical Center.

Mrs. Edwards, who graduated from Amite High School in 1953 and Our Lady of the Lake nursing school in 1956, joined the staff of Lallie Kemp hospital in 1973. During her 24 years there caring for myriad patients in medical crisis, she lived her call to service of those in most need. She was widely respected both for her constant loving care of the patients and for her commitment to sustaining a productive learning environment through her active engagement with medical residents.

In her retirement, Mrs. Edwards spoke publicly and often to advocate for the vital importance of Lallie Kemp in serving the medical needs of the rural community. A lifelong resident of rural Tangipahoa Parish, Mrs. Edwards, along with her beloved husband Frank M. Edwards, Jr., raised 8 children, and sought justice and charity for the less fortunate as active members of the St. Helena Catholic Church's Society of St. Vincent de Paul.

In recognition of long service, dedication to thousands of patients in need, regardless of their ability to pay, the LSU Health Sciences Center at New Orleans, on behalf of the LSU Health Care Services Division's Lallie Kemp Regional Medical Center, with the unanimous concurrence of all leadership and in accord with applicable policies, seeks approval to name the Lallie Kemp Emergency Department to honor the life, legacy, and contributions of Dora Jean Edwards.

3. Review of Business Plan

N/A

4. Fiscal Impact

N/A

5. Description of Competitive Process

N/A

6. Review of Legal Documents

Letters of support from LSUHSC-NO interim Chancellor Steve Nelson, Vice Chancellor of Academic Affairs Janet Southerland, HCSD Interim CEO HCSD Wayne Wilbright, and Lallie Kemp CEO Lisa Bruhl are on file in the Office of Academic Affairs.

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center - New Orleans to Name the Dora Jean Edwards Emergency Department at Lallie Kemp Regional Medical Center.



Board of Supervisors

FINANCE COMMITTEE

BOARD OF SUPERVISORS MEETING | SEPTEMBER 8, 2023

LSU



**PROPOSED FISCAL YEAR 24 OPERATING BUDGET
AND
FISCAL YEAR 25 BUDGET PRIORITIES**
September 8, 2023

OPERATING BUDGET CYCLE

**BOS Approval of Current Year
Budget and
Next Year's Budget Request**
(September - October)



**Board of Regents and Division of
Administration Approval of
Governor's Executive Budget**
(November - February)



Legislative Action
(March - June)



**Operating Budget
Implementation**
(July - August)

FY 23-24 ACADEMIC & RESEARCH PRIORITIES



Scholarship First Pentagon & STEM Initiatives

- \$18.4 Million
- Continued investment in the five focus areas of the Pentagon with concentration on startup funds, retention funds, student success funding, and new faculty hires.



Salary Competitiveness

- \$15.5 Million
- Increase Faculty and Staff compensation inline with SREB peers and to enhance competitiveness



NCI Designation

- \$16 Million
- Continued investment in system wide recruitment and technology upgrades to support the NCI designation



Maintain and Enhance Research & Statewide Extension Presence

- \$15.7M Million
- Continued investment in agricultural research, statewide extension, and increased funding to support precision and digital agriculture



Graduate Education and Research

- \$25 Million
- Investment in PhD graduate research program to fund assistantships and research investments

FY 23-24 ADDITIONAL FUNDING PRIORITIES



Mandated Costs

- Retirement, Group Health Insurance, Classified Staff Merit, Other State Charges (e.g., Civil Service, Legislative Auditor)



Staffing Solutions

- Staffing Solutions to combat the Great Resignation, system-wide shortages, and to ensure a living wage for all staff



Facilities

- Current deferred maintenance backlog is \$1.0B System-wide (\$636M at the Baton Rouge Campus)
- Safety and accessibility improvements



Information Technology

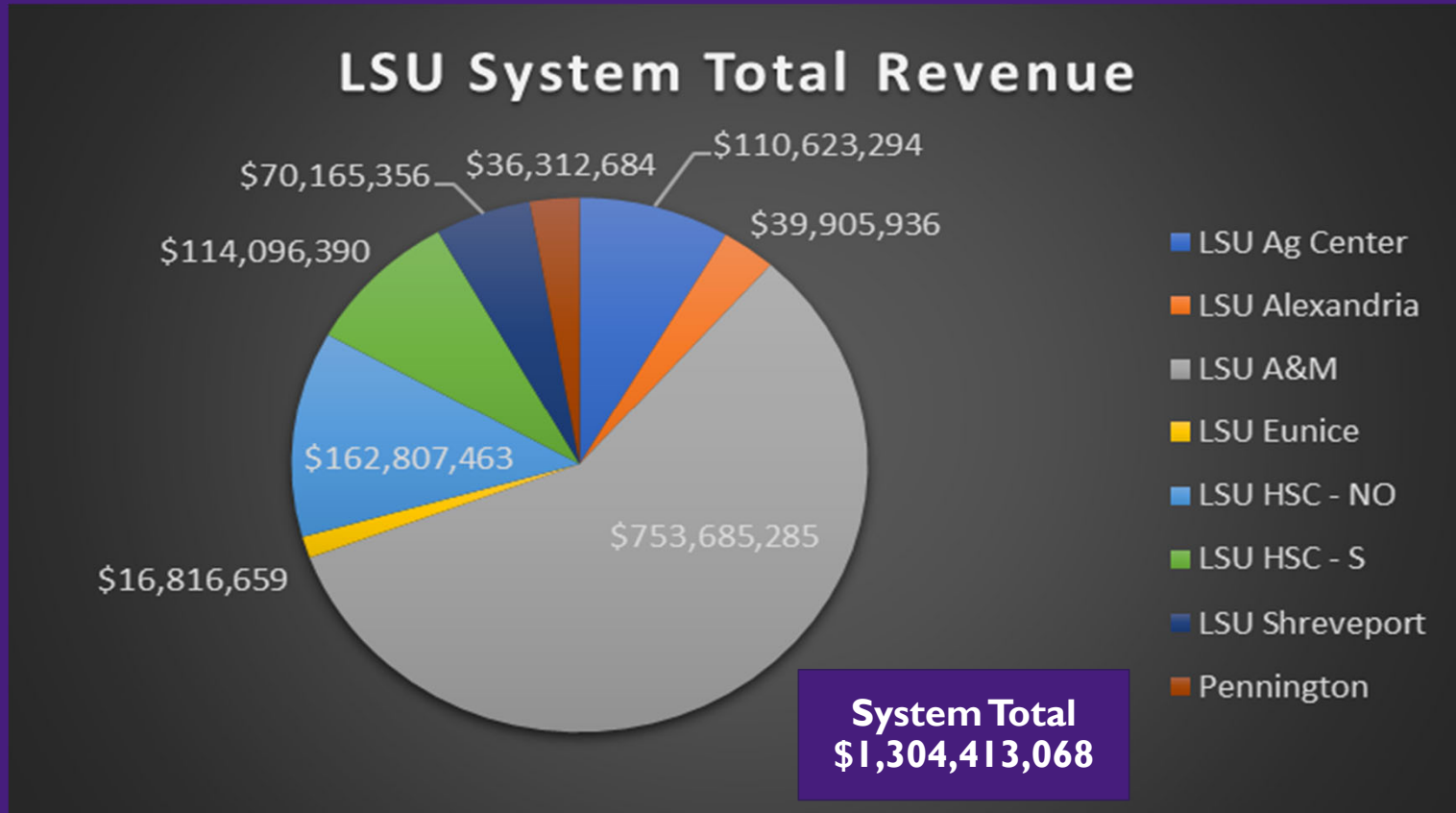
- Continued ERP Upgrades with new Student Information System (SIS)
- Development of Security Operations Center (SOC)
- Continue to implement technology necessary to support research portfolio and online modality



Title IX

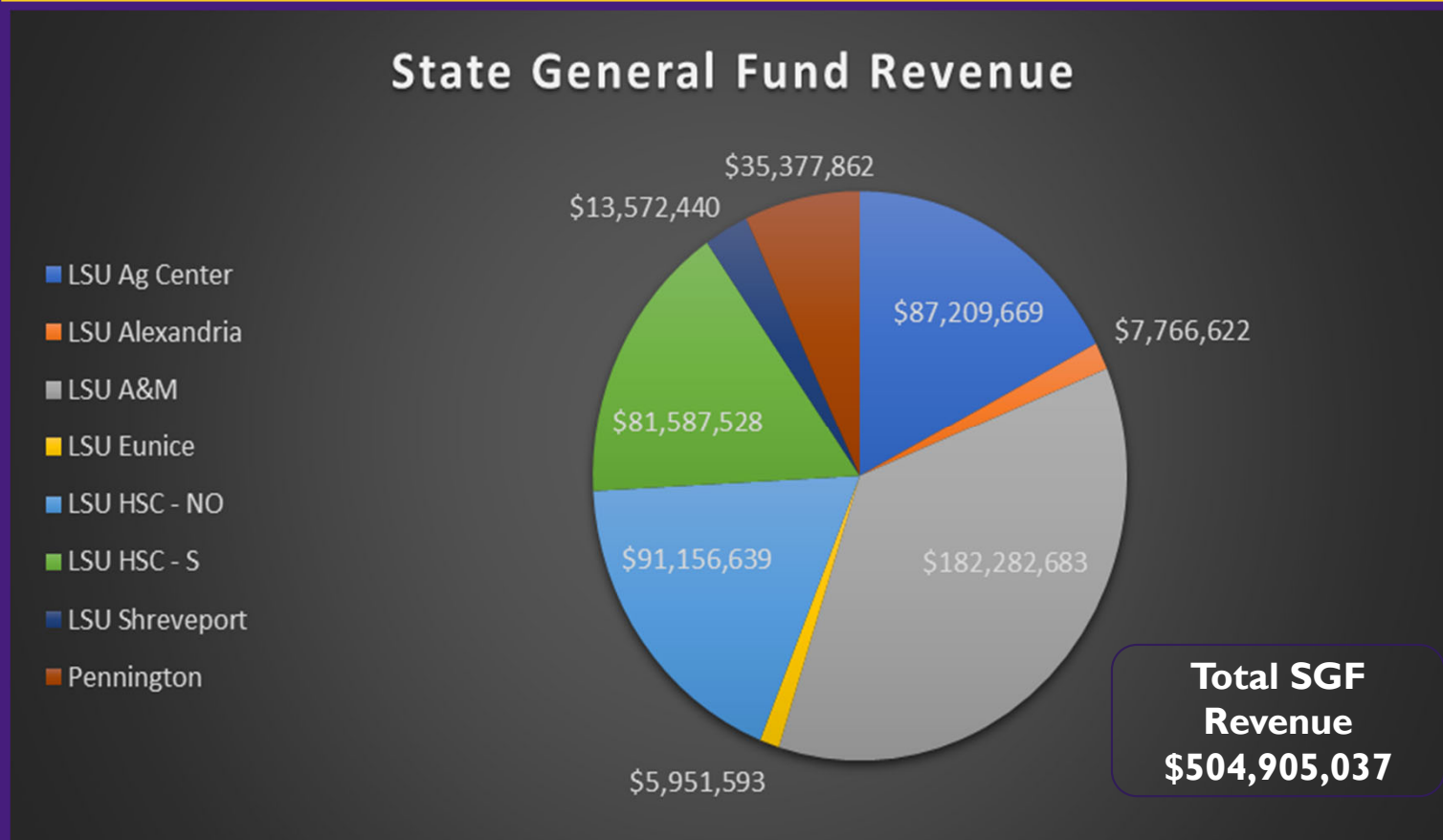
- Continued investment to expand education and programming across the System

FY 2023-2024 LSU SYSTEM



➤ Pay raise and Title IX funding still at A&M System Level

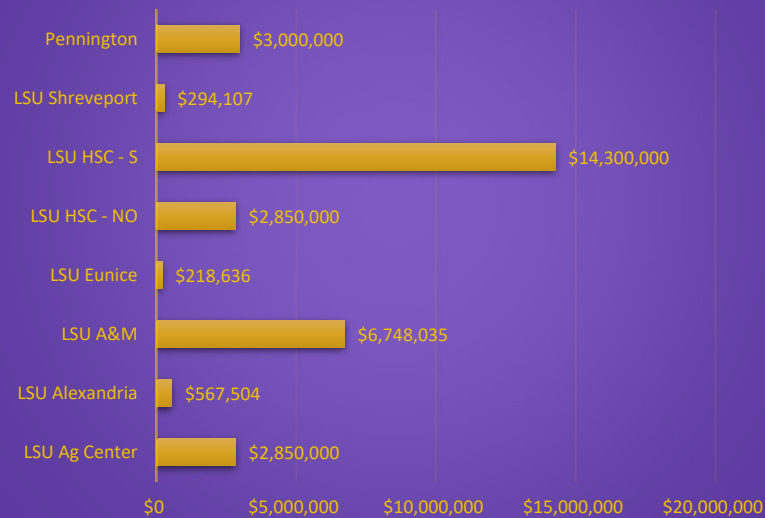
FY 2023-2024 SGF REVENUE BY CAMPUS



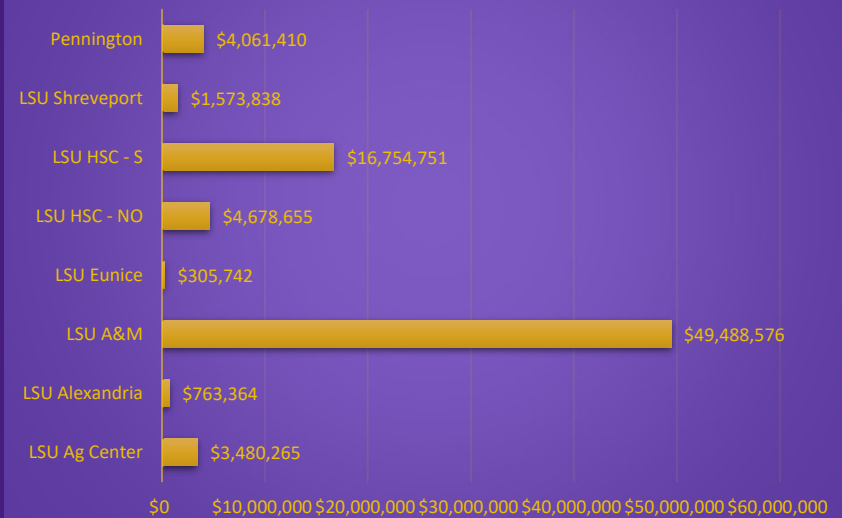
➤ Pay raise and Title IX funding still at A&M System Level

FY 24 LSU SYSTEM SGF COMPARISONS

FY 24 Formula Funding & Specialized Institutions



FY 24 Revenue Increase from FY 23 Recurring Base



➤ Pay raise and Title IX funding still at A&M System Level

FY 2024 STATE FUNDING ALLOCATIONS

Institution Name	FY2023-2024 Recurring Base Budget	Formula/ Specialized/ Board Adjustments	Title IX Allocation	Mandated Cost Increases	Pay Increases	Line-Items
LSU Ag Center	\$83,729,404	\$2,850,000	\$0	\$630,265	\$1,601,588	\$0
LSU Alexandria	\$7,003,258	\$567,504	\$40,000	\$235,860	\$313,929	\$0
LSU A&M	\$132,794,107	\$6,748,035	\$862,296	\$1,928,215	\$8,005,094	\$22,550,000
LSU Eunice	\$5,645,852	\$218,636	\$40,000	\$127,106	\$202,476	\$0
LSU HSC - NO	\$86,477,984	\$2,850,000	\$40,000	\$868,655	\$4,030,569	\$1,000,000
LSU HSC - S	\$64,832,777	\$14,300,000	\$40,000	\$918,426	\$3,168,140	\$1,576,325
LSU Shreveport	\$11,998,602	\$294,107	\$40,000	\$319,731	\$698,530	\$1,000,000
Pennington	\$31,316,452	\$3,000,000	\$0	\$61,410	\$42,000	\$1,000,000
	\$423,798,436	\$30,828,281	\$1,062,296	\$5,089,668	\$18,062,327	\$27,126,325

FY 2024 LINE-ITEM APPROPRIATIONS

- LSU Board of Supervisors for graduate assistantships - \$8,000,000
- LSU HSC - Shreveport for graduate assistantships - \$1,000,000
- LSU A&M College for the International Litter Abatement Institute - \$800,000
- LSU HSC Shreveport for analytical chemistry equipment - \$576,325
- LSU A&M College for a study on student- athlete health - \$150,000
- LSU - A&M College for a landscape industry study - \$100,000
- LSU - Shreveport - \$1,000,000
- LSU - A&M College for athletic facilities planning and design - \$5,000,000
- LSU - A&M College for the student record system - \$3,500,000
- LSU - A&M College for the platform of Energy Transition - \$5,000,000
- LSU HSC New Orleans for security improvements and equipment - \$1,000,000
- LSU HSC Shreveport for Student Success Center renovations - \$350,000
- Pennington Biomedical Research Center for faculty recruitment - \$1,000,000

FY 24-25 ACADEMIC & RESEARCH PRIORITIES



Scholarship First Initiatives

- \$23.8 Million
- Continued investment in the five focus areas of the Pentagon with concentration on startup funds, retention funds, student success funding, and new faculty hires.



NCI Designation

- \$16 Million
- Continued investment in system wide recruitment and technology upgrades to support the application for NCI designation



AI, Analytics & Bioinformatics

- \$9.8 Million
- Investment in technology and recruitment of faculty and staff with specialization in AI, data analytics, and bioinformatics with a focus in biological sciences, agricultural research, public health and medicine.



Graduate Education and Research

- \$20.4 Million
- Investment in PhD graduate research program to fund assistantships and research investments

FY 24-25 ADDITIONAL FUNDING PRIORITIES



Salary Competitiveness

- \$17.95 Million
- Increase Faculty and Staff compensation inline with SREB peers and to enhance competitiveness



Student Success

- \$9.8 Million
- Support for student success teams, academic advisors, and student mental health



Campus Safety

- \$67.7 Million
- Upgrades to campus safety & emergency preparedness system wide, including request for first phase of emergency generator capacity

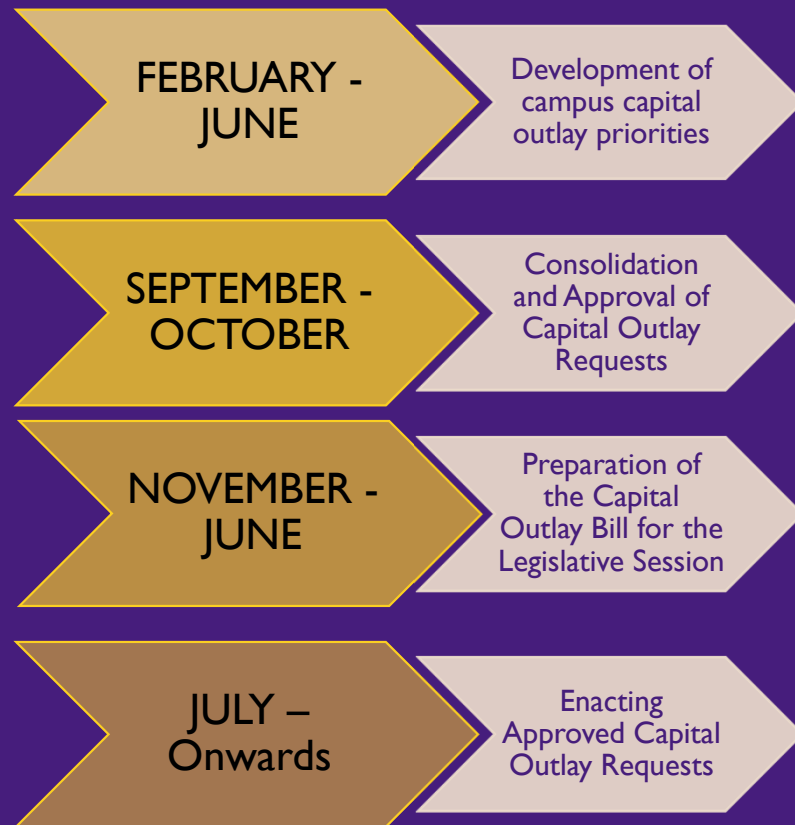


Title IX

- \$1.2 Million
- Continued investment to expand education and programming across the System

FACILITIES CAPITAL OUTLAY

CAPITAL OUTLAY PROCESS



CAPITAL OUTLAY PROJECT TYPES

Emergency Projects:

Projects that are essential to alleviate conditions that are hazardous to life or property.

FY25 Request: Safety and Accessibility \$20M

Self-Generated Projects:

Projects funded with self-generated cash from fees, operational revenue and/or revenue bonds.

FY25 Request: None

Continuing Projects:

Projects funded from the sale of general obligation bonds that were previously authorized by the legislature and have received partial funding.

FY25 Request: Library Learning Commons \$152.8M

New Projects:

Proposed state funded projects that have not yet received any funding.

FY25 Request: Ag Center & Vet Med Innovation Center \$98M

FY 2024-2025 CAPITAL OUTLAY

Campus Priority	System Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2024-25 (Year 1)	FY 2025-26 (Year 2)	FY 2026-27 (Year 3)	FY 2027-28 (Year 4)	FY 2028-29 (Year 5)	Total
1	1	C	LSU	Science - Strategic Capital Plan Repairs and Upgrades - Food Science Renovation, New Science Building, Infrastructure and Utilities, Planning and Construction	SG/GOB	\$54,300,000	\$51,850,000	\$41,850,000	\$0	\$0	\$0	\$148,000,000
1	2	E	LSU BOS	Emergency Projects All Campuses	GOB	\$0	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$0	\$24,000,000
2	3	E	LSU BOS	Safety and Accessibility Improvements All Campuses	GOB	\$0	\$2,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$0	\$20,000,000
3	4	C	LSU	Louisiana State University Library Learning Commons	GOB	\$2,000,000	\$8,254,349	\$76,500,000	\$68,000,000	\$0	\$0	\$154,754,349
1	5	C	LSUE	STEAM Innovation Center Construction Phase I	GOB	\$1,000,000	\$10,000,000	\$21,000,000	\$0	\$0	\$0	\$32,000,000
2	6	N	HSCNO	Dental School Infrastructure Modernization and ADA Compliance	SG/GOB	\$8,000,000	\$30,000,000	\$24,400,000	\$0	\$0	\$0	\$62,400,000
1	7	C	HSCNO	Medical Education Building Laboratory Renovation and Supporting Infrastructure, Phase 1	SG	\$34,000,000	\$60,000,000	\$20,000,000	\$0	\$0	\$0	\$114,000,000
2	8	C	HSCS	Center for Medical Education & Wellness, Planning and Construction (Caddo) ¹	SG/GOB	\$75,896,021	\$3,103,979	\$0	\$0	\$0	\$0	\$79,000,000
1	9	C	LSUS	Building Exterior Walls and Bridge Replacement AgCenter and Veterinary Medicine Innovation Center	GOB	\$415,979	\$3,094,021	\$0	\$0	\$0	\$0	\$3,510,000
2	10	N	AgCenter	Julian White Hall Emergency Exterior Repairs	GOB	\$0	\$20,000,000	\$35,000,000	\$35,000,000	\$8,000,000	\$0	\$98,000,000
5	11	E	LSU	Construction Management & Engineering Sciences Building	GOB	\$0	\$8,000,000	\$0	\$0	\$0	\$0	\$8,000,000
6	12	N	LSU	Campus Stormwater Infrastructure	SG/GFD	\$3,900,000	\$2,000,000	\$6,000,000	\$6,100,000	\$0	\$0	\$18,000,000
3	13	C	HSCNO	Student Success Center	SG/GOB	\$7,000,000	\$14,900,000	\$0	\$0	\$0	\$0	\$21,900,000
1	14	C	LSUA	Comprehensive Emergency Water Supply Improvements, Planning and Construction (Caddo)	GOB	\$2,900,000	\$7,100,000	\$0	\$0	\$0	\$0	\$10,000,000
4	15	E	HSCS	Downtown Health Services Education Center	SG/GOB	\$10,900,000	\$10,000,000	\$20,000,000	\$0	\$0	\$0	\$40,900,000
2	16	C	LSUA	Gross Anatomy Lab Expansion and Modernization, Planning and Construction (Caddo)	GOB	\$2,125,000	\$375,000	\$0	\$0	\$0	\$0	\$2,500,000
3	17	C	HSCS	Strategic Capital Plan – Deferred Maintenance for Infrastructure, Renovations and Streets	GOB	\$5,500,000	\$19,046,176	\$20,000,000	\$0	\$0	\$0	\$44,546,176
2	18	C	LSU	Military and Security Sciences Center	GOB	\$1,000,000	\$22,000,000	\$0	\$0	\$0	\$0	\$23,000,000
4	19	C	LSU	High Voltage Grid System Replacement	GOB	\$0	\$2,000,000	\$2,000,000	\$0	\$0	\$0	\$4,000,000
2	20	E	LSUS	Electrical Loop System Replacement	GOB	\$0	\$7,500,000	\$0	\$0	\$0	\$0	\$7,500,000
1	21	N	HCSD	Lallie Kemp Clinic Building	SG	\$0	\$4,350,000	\$0	\$0	\$0	\$0	\$4,350,000
2	22	N	HCSD	Lallie Kemp Main Entrance and ER Canopies	SG	\$0	\$1,980,000	\$0	\$0	\$0	\$0	\$1,980,000
4	23	C	HSCNO	Center for Advanced Learning and Simulation Infrastructure and Equipment	GOB	\$2,800,000	\$10,200,000	\$12,000,000	\$5,000,000	\$0	\$0	\$30,000,000
7	24	N	HSCNO	Elevated Walkways Structural and ADA Improvements	SG	\$0	\$3,000,000	\$5,000,000	\$0	\$0	\$0	\$8,000,000

FY 2024-2025 CAPITAL OUTLAY

Campus Priority	System Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2024-25 (Year 1)	FY 2025-26 (Year 2)	FY 2026-27 (Year 3)	FY 2027-28 (Year 4)	FY 2028-29 (Year 5)	Total
6	26	N	HSCS	Medical School 10th Floor B-Building HVAC Replacement (Caddo)	GOB	\$0	\$500,000	\$4,600,000	\$0	\$0	\$0	\$5,100,000
1	27	N	PBRC	Replacement of Underground Chilled Water & Hot Water Piping, Both Supply & Return	GOB	\$0	\$4,030,016	\$0	\$0	\$0	\$0	\$4,030,016
2	28	C	LSUE	Athletic Complex Facility, Planning and Construction	SG/GOB	\$3,500,000	\$9,400,000	\$7,400,000	\$0	\$0	\$0	\$20,300,000
11	29	N	LSU	Vet Med: Equine Center	SG/GOB	\$0	\$2,500,000	\$20,000,000	\$20,000,000	\$0	\$0	\$42,500,000
3	30	E	LSUE	Energy Management System Replacement	GOB	\$0	\$1,250,000	\$0	\$0	\$0	\$0	\$1,250,000
8	31	C	LSU	Veterinary Medicine Facilities Repairs	SG/GOB	\$27,000,000	\$13,000,000	\$0	\$0	\$0	\$0	\$40,000,000
5	32	N	HSCNO	School of Nursing Renovation and Waterproofing	GOB	\$0	\$4,000,000	\$16,000,000	\$16,000,000	\$0	\$0	\$36,000,000
7	33	C	LSU	Historic Core – Strategic Capital Plan Repairs and Upgrades	SG/GOB	\$2,000,000	\$4,000,000	\$12,250,000	\$12,250,000	\$12,250,000	\$12,250,000	\$55,000,000
3	34	N	HCSO	Lallie Kemp Chiller and HVAC Replacements	GOB	\$0	\$548,000	\$0	\$0	\$0	\$0	\$548,000
3	35	E	LSUA	Campus Wide Digital HVAC Control System	GOB	\$0	\$498,000	\$498,000	\$0	\$0	\$0	\$996,000
4	36	N	LSUS	Campus Infrastructure Repairs	GOB	\$0	\$3,011,000	\$6,990,000	\$0	\$0	\$0	\$10,001,000
2	37	N	PBRC	Site Safety and Building Equipment Replacements	GOB	\$0	\$2,098,800	\$0	\$0	\$0	\$0	\$2,098,800
6	38	N	HSCNO	MEB Gross Anatomy Lab & Virtual Anatomy Lab Renewable and Natural Resources building repairs, Planning and Construction	SG	\$0	\$5,000,000	\$10,000,000	\$8,000,000	\$0	\$0	\$23,000,000
5	39	C	AgCenter	John M. Parker Agricultural Center & Livestock Show Barn Renovations and Repairs	GOB	\$9,000,000	\$1,000,000	\$4,500,000	\$0	\$0	\$0	\$14,500,000
4	40	N	LSUA	Bolton Library Repairs	GOB	\$0	\$2,562,750	\$2,850,000	\$0	\$0	\$0	\$5,412,750
10	41	N	LSU	Foster Hall Renovation	GOB	\$0	\$3,000,000	\$15,000,000	\$12,000,000	\$0	\$0	\$30,000,000
4	42	C	LSUE	Manual Hall Exterior Wall and Roof Repair	GOB	\$2,760,000	\$0	\$0	\$0	\$0	\$0	\$2,760,000
3	43	C	AgCenter	Food Innovation Center	SG/GOB	\$5,000,000	\$3,000,000	\$0	\$0	\$0	\$0	\$8,000,000
12	44	N	LSU	Research Operations & Academic Remote Storage	GOB	\$0	\$0	\$1,300,000	\$11,700,000	\$0	\$0	\$13,000,000
1	45	N	HSCS	New Research Building	SG/GOB	\$0	\$10,000,000	\$45,000,000	\$45,000,000	\$0	\$0	\$100,000,000
6	46	C	AgCenter	John M. Parker Agricultural Center & Livestock Show Barn Renovations and Repairs	SG/GOB	\$7,000,000	\$2,300,000	\$20,700,000	\$0	\$0	\$0	\$30,000,000
9	47	N	LSU	University Lab School - STEAM Building	GOB	\$0	\$3,400,000	\$30,600,000	\$0	\$0	\$0	\$34,000,000
1	48	C	AgCenter	Dean Lee Tornado Damage	GOB	\$1,500,000	\$1,700,000	\$0	\$0	\$0	\$0	\$3,200,000
4	49	C	AgCenter	Animal and Food Science Facilities Renovations and Modernizations Phase 3, 4, 5	GOB	\$30,469,800	\$3,417,871	\$22,980,586	\$4,807,585	\$267,500	\$0	\$61,943,343
5	50	C	HSCS	Stonewall Animal Research and Training Facility	GOB	\$1,000,000	\$550,000	\$3,894,000	\$2,186,000	\$0	\$0	\$7,630,000
7	51	N	HSCS	North Campus Extension Improvements	GOB	\$0	\$250,000	\$1,250,000	\$0	\$0	\$0	\$1,500,000
4	52	N	HCSO	Administration Business Office Reroofing	GOB	\$0	\$1,860,245	\$0	\$0	\$0	\$0	\$1,860,245
Total						\$300,966,800	\$392,630,207	\$551,562,586	\$315,043,585	\$32,517,500	\$12,250,000	\$1,604,970,679

Recommendation to Approve the Fiscal Year 2023-2024 Operating Budget

Date: September 8, 2023

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 services missions of the University or any of its campuses.

2. Summary of Matter

Each year an operating budget is developed that details the expected revenues and expenditures of the University for the fiscal year. These budgets are prepared in accordance with budget guidelines issued by the Board of Regents and the Division of Administration.

Pursuant to Board of Regents' guidelines, the University's operating budgets were submitted to the Board of Regents on August 15th with a caveat that they are being submitted contingent upon action by the LSU Board of Supervisors at its September 8th meeting. The Board of Regents will hold their annual hearings on the FY 2023-24 operating budget submissions from each postsecondary education management board and other higher education entities on September 19th.

As noted in **Attachment I**, the total beginning unrestricted operating budget for Fiscal Year 2023-24, including the LSU Health Care Services Division, is \$ 1.38 billion. This represents an increase of \$ 88.4 million or 6.9% from the final FY 2022-23 budget. Included in this increase is an increase in state general fund support of \$ 56.7 million, or 11.38%.

Estimated restricted revenues including auxiliary enterprise operations, grants and contracts, and other restricted sources total \$ 2.1 billion. The total Fiscal Year 2023-24 operating budget, including estimated restricted revenues, is \$ 3.5 billion.

3. Review of Documents Related to Referenced Matter

LSU campuses have submitted the Fiscal Year 2023-24 operating budget in the format requested by the Board of Regents and the Division of Administration.

ATTACHMENTS

- I. Summary of Fiscal Year 2023-24 Operating Budget Information
- II. Additional support materials for this item are available on the LSU Administration's web page

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the operating budget for the fiscal year ending June 30, 2024, providing:

- (a) Final approval and commitment authorization of funds for unrestricted educational and general, medical, and related expenses in the amount of \$ 1,379,579,177 for the campuses shown below.

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

- (b) Commitment authorizations for auxiliary enterprises, grants and contracts, and other restricted funds estimated to be \$ 2,134,818,224.
- (c) Transactions included or referred to in the operating budget that otherwise require Board approval are not approved by mere inclusion in the operating budget.

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

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

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

**Board of Regents
Form BOR-1
Revenue/Expenditure Data**

Consolidated Louisiana State University System
INCLUDES Health Care Services Division

Revenue/Expenditure	Actual 2022-2023	Budgeted* 2022-2023	Budgeted 2023-2024	Over/(Under) Budgeted 2022-23	% Change
Revenues By Source:					
State Funds:					
General Fund Direct	\$0	\$471,094,717	\$530,734,149	\$59,639,432	12.66%
Statutory Dedicated:	\$0	\$27,272,658	\$24,358,118	(\$2,914,540)	(10.69%)
Support Education in Louisiana First (SELF)	\$0	\$21,422,357	\$18,607,467	(\$2,814,890)	(13.14%)
Tobacco Tax Health Care Fund	\$0	\$4,646,288	\$4,421,219	(\$225,069)	(4.84%)
Equine Health Studies Program Fund	\$0	\$750,000	\$750,000	\$0	0.00%
Fireman Training Fund	\$0	\$0	\$0	\$0	0.00%
Two Percent Fire Insurance Fund	\$0	\$0	\$0	\$0	0.00%
Education Excellence Fund	\$0	\$0	\$0	\$0	0.00%
Shreveport Riverfront & Stadium Fund	\$0	\$0	\$0	\$0	0.00%
Funds Due From Management Board or Regents:					
Other	\$0	\$0	\$0	\$0	0.00%
Funds Due to Institutions:					
Other	\$0	\$0	\$0	\$0	0.00%
Other					
Total State Funds	\$0	\$498,367,375	\$555,092,267	\$56,724,892	11.38%
Revenue Over Expenditures :					
State Funds	\$0	\$0	\$0	\$0	0.00%
Interagency Transfers	\$0	\$0	\$0	\$0	0.00%
Self Generated Funds	\$0	\$0	\$0	\$0	0.00%
Federal Funds	\$0	\$0	\$0	\$0	0.00%
Interim Emergency Board	\$0	\$0	\$0	\$0	0.00%
Total Revenue Over Expenditures	\$0	\$0	\$0	\$0	0.00%
Interagency Transfers	\$0	\$26,948,520	\$27,145,771	\$197,251	\$0
Non-Recurring Self-Generated Carry Forward	\$0	\$0	\$0	\$0	\$0
Self Generated Funds	\$0	\$747,566,717	\$779,025,406	\$31,458,689	4.21%
Federal Funds	\$0	\$18,250,635	\$18,315,733	\$65,098	0.36%
Interim Emergency Board	\$0	\$0	\$0	\$0	0.00%
Total Revenues	\$0	\$1,291,133,247	\$1,379,579,177	\$88,445,930	6.85%
Expenditures by Function:					
Instruction	\$0	\$373,673,309	\$411,847,811	\$38,174,502	10.22%
Research	\$0	\$154,606,118	\$157,496,805	\$2,890,687	1.87%
Public Service	\$0	\$58,005,715	\$51,979,779	(\$6,025,936)	(10.39%)
Academic Support**	\$0	\$131,584,884	\$147,338,637	\$15,753,753	11.97%
Student Services	\$0	\$33,469,284	\$36,395,264	\$2,925,980	8.74%
Institutional Services	\$0	\$169,051,127	\$194,050,821	\$24,999,694	14.79%
Scholarships/Fellowships	\$0	\$158,272,814	\$157,488,981	(\$783,833)	(0.50%)
Plant Operations/Maintenance	\$0	\$130,635,594	\$152,423,690	\$21,788,096	16.68%
Total E&G Expenditures	\$0	\$1,209,298,845	\$1,309,021,788	\$99,722,943	8.25%
Hospital	\$0	\$78,694,981	\$78,808,414	\$113,433	0.14%
Transfers out of agency	\$0	\$3,139,195	(\$8,251,025)	(\$11,390,220)	(362.84%)
Athletics	\$0	\$0	\$0	\$0	0.00%
Other	\$0	\$0	\$0	\$0	0.00%
Total Expenditures	\$0	\$1,291,133,021	\$1,379,579,177	\$88,446,156	6.85%
Expenditures by Object:					
Salaries	\$0	\$540,455,515	\$596,297,399	\$55,841,884	10.33%
Other Compensation	\$0	\$37,479,920	\$48,475,813	\$10,995,893	29.34%
Related Benefits	\$0	\$246,202,553	\$261,852,397	\$15,649,845	6.36%
Total Personal Services	\$0	\$824,137,988	\$906,625,609	\$82,487,621	10.01%
Travel	\$0	\$5,761,451	\$5,791,115	\$29,665	0.51%
Operating Services	\$0	\$120,714,409	\$137,347,179	\$16,632,769	13.78%
Supplies	\$0	\$48,482,976	\$52,705,355	\$4,222,379	8.71%
Total Operating Expenses	\$0	\$174,958,836	\$195,843,649	\$20,884,813	11.94%
Professional Services	\$0	\$37,715,888	\$44,733,806	\$7,017,918	18.61%
Other Charges	\$0	\$196,390,454	\$185,609,903	(\$10,780,551)	(5.49%)
Debt Services	\$0	\$4,263,928	\$0	(\$4,263,928)	(100.00%)
Interagency Transfers	\$0	\$30,070,862	\$30,390,513	\$319,651	1.06%
Total Other Charges	\$0	\$268,441,132	\$260,734,222	(\$7,706,910)	(2.87%)
General Acquisitions	\$0	\$22,538,915	\$15,069,547	(\$7,469,368)	(33.14%)
Library Acquisitions	\$0	\$1,056,150	\$1,306,150	\$250,000	23.67%
Major Repairs	\$0	\$0	\$0	\$0	0.00%
Total Acquisitions and Major Repairs	\$0	\$23,595,065	\$16,375,697	(\$7,219,368)	(30.60%)
Unallotted	\$0	\$0	\$0	\$0	0.00%
Total Expenditures	\$0	\$1,291,133,021	\$1,379,579,177	\$88,446,156	6.85%

* This column should reflect the last approved BA-7 in FY 2022-2023

**Library costs are included in the function of academic support and are detailed on the BOR-4A.

**Board of Regents
Form BOR-2**

Consolidated Louisiana State University System
INCLUDES Health Care Services Division

Financing Other Than State Funds Appropriations

Source:	ACUTAL 2022-2023	BUDGETED 2022-2023	BUDGETED 2023-2024	OVER /UNDER 2022-2023
Interagency Transfers:				
Medicaid	\$0	\$18,463,336	\$18,660,587	\$197,251
Uncompensated Care	\$0	\$0	\$0	\$0
Hospital Contracts	\$0	\$0	\$0	\$0
Lab School	\$0	\$8,485,184	\$8,485,184	\$0
Other Total	\$0	\$0	\$0	\$0
Total Other Interagency Transfers	\$0	\$26,948,520	\$27,145,771	\$197,251
Non-Recurring Self-Generated Carry Forward	\$0	\$0	\$0	\$0
Self-Generated Funds:				
Student Fees:				
General Registration Fees	\$0	\$439,833,907	\$441,585,644	\$1,751,737
Non-Resident Fees	\$0	\$139,570,349	\$153,938,799	\$14,368,450
Academic Excellence Fee	\$0	\$20,823,785	\$21,165,038	\$341,253
Operational Fee	\$0	\$7,925,188	\$8,085,584	\$160,396
Academic Enhancement Fee	\$0	\$0	\$0	\$0
Building Use Fee	\$0	\$0	\$0	\$0
Building Use Fee - Act 426	\$0	\$0	\$0	\$0
Student Services Fee	\$0	\$0	\$0	\$0
Technology Fee	\$0	\$0	\$0	\$0
Energy Surcharge	\$0	\$0	\$0	\$0
University Self-Assessed Fees	\$0	\$63,807,783	\$64,603,930	\$796,147
Student Self-Assessed Fees	\$0	\$0	\$0	\$0
All Other Mandated Fees	\$0	\$2,620,000	\$2,760,000	\$140,000
All Other Student Fees	\$0	\$16,125,284	\$15,993,656	(\$131,628)
Total Student Fees:	\$0	\$690,706,296	\$708,132,651	\$17,426,355
Hospital - Commercial/Self-Pay	\$0	\$25,020,263	\$25,378,952	\$358,689
Sales and Services of Educational Activities	\$0	\$7,875,416	\$7,984,337	\$108,921
State Grants and Contracts	\$0	\$0	\$0	\$0
Organized Activities Related to Instruction	\$0	\$0	\$0	\$0
Athletics Other than Student Fees	\$0	\$0	\$0	\$0
Other Self-Generated Funds	\$0	\$23,964,742	\$37,529,466	\$13,564,724
Proprietary School Fund Account	\$0	\$0	\$0	\$0
Total Self-Generated Funds	\$0	\$747,566,717	\$779,025,406	\$31,458,689
Federal Funds:				
Federal Program Admin.	\$0	\$0	\$0	\$0
Medicare	\$0	\$5,232,360	\$5,297,458	\$65,098
Grants:				
Pell	\$0	\$0	\$0	\$0
Other	\$0	\$13,018,275	\$13,018,275	\$0
Total Federal Funds	\$0	\$18,250,635	\$18,315,733	\$65,098
Interim Emergency Board	\$0	\$0	\$0	\$0
Total Revenues Other Than State Funds Appropriations	\$0	\$792,765,872	\$824,486,910	\$31,721,038

Board of Regents
Form BOR-3
Revenue Sources - Unrestricted & Restricted

Consolidated Louisiana State University System
INCLUDES Health Care Services Division

Source:	BUDGETED 2022-2023						BUDGETED 2023-2024					
	UNRESTRICTED	% OF TOTAL	RESTRICTED	% OF TOTAL	TOTAL	% OF TOTAL	UNRESTRICTED	% OF TOTAL	RESTRICTED	% OF TOTAL	TOTAL	% OF TOTAL
State Funds:												
General Fund Direct	\$471,094,717	100.00%	\$0	0.00%	\$471,094,717	14.42%	\$530,734,149	100.00%	\$0	0.00%	\$530,734,149	15.10%
Statutory Dedicated	\$27,272,658	100.00%	\$0	0.00%	\$27,272,658	0.83%	\$24,358,118	100.00%	\$0	0.00%	\$24,358,118	0.69%
Support Education in Louisiana First (SELF)	\$21,422,357	100.00%	\$0	0.00%	\$21,422,357	0.66%	\$18,607,467	100.00%	\$0	0.00%	\$18,607,467	0.53%
Tobacco Tax Health Care Fund	\$4,646,288	100.00%	\$0	0.00%	\$4,646,288	0.14%	\$4,421,219	100.00%	\$0	0.00%	\$4,421,219	0.13%
Equine Fund	\$750,000	100.00%	\$0	0.00%	\$750,000	0.02%	\$750,000	100.00%	\$0	0.00%	\$750,000	0.02%
Fireman Training Fund	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
Two Percent Fire Insurance Fund	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
Education Excellence Fund	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
Shreveport Riverfront & Stadium Fund	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
Funds Due From Management Board or Regents:												
Other	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
Funds Due to Institutions:												
Other	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
Other					\$0	0.00%					\$0	0.00%
Total State Funds	\$498,367,375	100.00%	\$0	0.00%	\$498,367,375	15.25%	\$555,092,267	100.00%	\$0	0.00%	\$555,092,267	15.79%
Interagency Transfers:												
Medicaid	\$18,463,336	100.00%	\$0	0.00%	\$18,463,336	0.93%	\$18,660,587	100.00%	\$0	0.00%	\$18,660,587	0.87%
Uncompensated Care	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
Hospital Contracts	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
Lab School	\$8,485,184	100.00%	\$0	0.00%	\$8,485,184	0.43%	\$8,485,184	100.00%	\$0	0.00%	\$8,485,184	0.40%
Other Total	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
Total Other Interagency Transfers	\$26,948,520	100.00%	\$0	0.00%	\$26,948,520	0.82%	\$27,145,771	100.00%	\$0	0.00%	\$27,145,771	0.77%
Non-Recurring Self Generated Carry Forward	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
Student Fees:												
General Registration Fees:	\$439,833,907	92.19%	\$37,267,419	7.81%	\$477,101,326	100.00%	\$441,585,644	91.74%	\$39,764,740	8.26%	\$481,350,384	13.70%
Non-Resident Fees:	\$139,570,349	100.00%	\$0	0.00%	\$139,570,349	100.00%	\$153,938,799	100.00%	\$0	0.00%	\$153,938,799	4.38%
Academic Excellence Fee:	\$20,823,785	100.00%	\$0	0.00%	\$20,823,785	100.00%	\$21,165,038	100.00%	\$0	0.00%	\$21,165,038	0.60%
Operational Fee:	\$7,925,188	100.00%	\$0	0.00%	\$7,925,188	100.00%	\$8,085,584	100.00%	\$0	0.00%	\$8,085,584	0.23%
Student Athletic Fees	\$0	0.00%	\$4,078,748	100.00%	\$4,078,748	100.00%	\$0	0.00%	\$4,382,640	100.00%	\$4,382,640	100.00%
Other Total	\$82,553,067	66.93%	\$40,789,114	33.07%	\$123,342,181	100.00%	\$83,357,586	65.55%	\$43,811,354	34.45%	\$127,168,940	3.62%
Total Student Fees:	\$690,706,296	89.37%	\$82,135,281	10.63%	\$772,841,577	23.65%	\$708,132,651	88.95%	\$87,958,734	11.05%	\$796,091,385	22.65%
Hospital - Commercial/Self-Pay	\$25,020,263	100.00%	\$0	0.00%	\$25,020,263	100.00%	\$25,378,952	100.00%	\$0	0.00%	\$25,378,952	0.72%
Physician Practice Plans	\$0	0.00%	\$19,742,000	100.00%	\$19,742,000	100.00%	\$0	0.00%	\$20,483,000	100.00%	\$20,483,000	0.58%
Sales and Services of Educational Activities	\$7,875,416	12.42%	\$55,541,465	87.58%	\$63,416,881	100.00%	\$7,984,337	14.51%	\$47,043,563	85.49%	\$55,027,900	1.57%
State Grants and Contracts	\$0	0.00%	\$62,680,077	100.00%	\$62,680,077	100.00%	\$0	0.00%	\$84,729,315	100.00%	\$84,729,315	2.41%
Organized Activities Related to Instruction	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
Athletics Other than Student Fees	\$0	0.00%	\$146,340,250	100.00%	\$146,340,250	100.00%	\$0	0.00%	\$172,215,750	100.00%	\$172,215,750	4.90%
Auxiliaries (Excluding Athletics)	\$0	0.00%	\$902,330,581	100.00%	\$902,330,581	100.00%	\$0	0.00%	\$160,684,311	100.00%	\$160,684,311	4.57%
Endowment Income	\$0	0.00%	\$8,405,307	100.00%	\$8,405,307	100.00%	\$0	0.00%	\$10,714,871	100.00%	\$10,714,871	0.30%
Gifts, Grants, and Contracts	\$0	0.00%	\$301,470,168	100.00%	\$301,470,168	100.00%	\$0	0.00%	\$1,088,081,411	100.00%	\$1,088,081,411	30.96%
Other Self-Generated Funds	\$23,964,742	11.95%	\$176,639,708	88.05%	\$200,604,450	100.00%	\$37,529,466	16.29%	\$192,831,550	83.71%	\$230,361,016	6.55%
Proprietary School Fund	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
Total Self-Generated Funds	\$747,566,717	29.87%	\$1,755,284,837	70.13%	\$2,502,851,554	76.60%	\$779,025,406	29.47%	\$1,864,742,505	70.53%	\$2,643,767,911	75.23%
Federal Funds:												
Federal Program Admin.	\$0	0.00%	\$6,300	100.00%	\$6,300	100.00%	\$0	0.00%	\$6,700	100.00%	\$6,700	0.00%
Medicare	\$5,232,360	100.00%	\$0	0.00%	\$5,232,360	100.00%	\$5,297,458	100.00%	\$0	0.00%	\$5,297,458	0.15%
Grants:												
Pell	\$0	0.00%	\$55,826,452	100.00%	\$55,826,452	100.00%	\$0	0.00%	\$63,016,452	100.00%	\$63,016,452	1.79%
Other	\$13,018,275	7.31%	\$165,082,717	92.69%	\$178,100,992	100.00%	\$13,018,275	5.92%	\$207,052,567	94.08%	\$220,070,842	6.26%
Total Federal Funds	\$18,250,635	7.63%	\$220,915,469	92.37%	\$239,166,104	7.32%	\$18,315,733	6.35%	\$270,075,719	93.65%	\$288,391,452	8.21%
Interim Emergency Board	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
Total Revenues	\$1,291,133,247	39.52%	\$1,976,200,306	60.48%	\$3,267,333,553	100.00%	\$1,379,579,177	39.26%	\$2,134,818,224	60.74%	\$3,514,397,401	100.00%

The reported amount of unrestricted revenue should equal the total revenue amounts reported on Form BOR-1 for the appropriate year.



Board of Supervisors

PROPERTY & FACILITIES COMMITTEE

BOARD OF SUPERVISORS MEETING | SEPTEMBER 8, 2023



Board of Supervisors

Request from LSUHSC-NO to authorize the First Amendment to the Cooperative Endeavor and Lease Agreement with the LSU Health Foundation, New Orleans for additional leased space

Date: September 8, 2023

1. Bylaw Citation

Pursuant to Article VII, Section 1

E. Lease of Immovable Property

2. Summary of Matter

The LSU Health Sciences Center – New Orleans (LSUHSC-NO) proposes to enter into the First Amendment to the Lease Agreement with the LSU Health Foundation, New Orleans (Foundation). The property is located at 450A South Claiborne Avenue, New Orleans, LA 70112. The purpose of the amendment is to provide additional space to the Foundation. The Foundation intends to sublease the property to a nursing home operator. This adaptive reuse of the building will continue to improve the financial position of LSUHSC-NO by providing rental income from, and reducing expenses of, an older student dormitory with low occupancy and will provide eldercare and geriatric real-world training for our students, and part-time employment to both our students and faculty. This First Amendment to the Lease Agreement becomes effective on December 1, 2023, and remains in effect until November 30, 2026, unless terminated sooner as provided for in the lease.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

Lease of the space in the building, pursuant to the Agreement, will provide a source of revenue to LSUHSC-NO for currently underutilized space. The rent is expected to be approximately \$1,045,563.69 per year.

5. Description of Competitive Process

Not Applicable.

6. Review of Legal Documents

Appropriate legal documents have been reviewed by LSUHSC-NO and the Foundation.

7. Parties of Interest

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

LSU Health Foundation, New Orleans

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. Transmittal Letter
2. First Amendment to the lease agreement

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 designee to execute the First Amendment to the Cooperative Endeavor and Lease Agreement with the LSU Health Foundation, New Orleans to provide additional leased space, with such lease to contain such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.



OFFICE OF THE CHANCELLOR

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

September 8, 2023

Dr. William F. Tate, IV
President
LSU System Office
3810 West Lakeshore Drive, Room 107
Baton Rouge, LA 70808

Dear Dr. Tate,

In accordance with the rules established by Article VII, Section 1 E, I am submitting a request for approval of the first amendment to the Cooperative Endeavor and Lease Agreement with the LSU Health Foundation, New Orleans (Foundation) located on the campus of the LSU Health Sciences Center- New Orleans (LSUHSC-NO).

LSUHSC-NO desires to enter into a first amendment of the Agreement between the LSU Board of Supervisors and the Foundation. The Foundation will lease additional space in the Stanislaus Hall Building to continue providing nursing home services to patients. Lease of the space pursuant to the Agreement, will provide a source of revenue to LSUHSC-NO for currently underutilized space. The expected rental income will be approximately \$1,045,563.69 per year.

LSUHSC-NO respectfully requests approval of this proposal. I certify to the best of my knowledge that I have provided all necessary documentation and am seeking your review and favorable consideration.

Respectfully yours,

A handwritten signature in blue ink that reads "Steve Nelson, MD".

Steve Nelson, MD

Interim Chancellor

**FIRST AMENDMENT TO COOPERATIVE ENDEAVOR AND LEASE AGREEMENT
BETWEEN LSU HEALTH FOUNDATION, NEW ORLEANS AND BOARD OF
SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND
MECHANICAL COLLEGE**

This First Amendment to the lease agreement is by and between the LSU Health Foundation (Foundation) and Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (BOARD)

WHEREAS, the Foundation and the BOARD have entered into a lease agreement dated November 1, 2021, whereby Foundation has leased certain areas of Stanislaus Hall, from BOARD, as described in Exhibit C in said Lease Agreement;

WHEREAS, the FOUNDATION subleased the Leased Premises to St. Luke's Foundation ("Sublessee"), a limited liability company or a related entity on or about October 4, 2021;

WHEREAS, BOARD agreed to add square footage to the Leased Premises as authorized in Section 2.4 of the Lease Agreement and described in the Amended Exhibit C in this first amendment and replacing the previous exhibit in the Lease Agreement;

WHEREAS the rent to be paid by the Foundation to the Board for the square footage shall be at the rate for the comparable space;

The first amendment is effective December 1, 2023, and the Amended Exhibit C reflects the amended leased space.

The following sections are amended:

1. Section 1.1 of the Lease is hereby replaced in its entirety to read as follows:

Section 1.1 "Leased Premises" means the entire building, approximately 75,169 square feet of usable space and the Surface Parking that are reflected in Amended Exhibit "C."

2. Section 2.2 of the Lease is hereby replaced in its entirety to read as follows:

Section 2.2 Rent. The FOUNDATION shall pay Rent to the BOARD for the lease of the Leased Premises as follows:

A. The FOUNDATION shall pay Rent to the BOARD for the lease of the Leased Premises as follows: TWO AND 97/100 DOLLARS (\$2.97) per square foot annually for the space in the Leased Premises for all space leased by the FOUNDATION for a total of TWO HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED SIXTY-THREE AND 69/100 DOLLARS (\$223,563.69) per year plus other good and valuable consideration.

B. Rent shall be due and payable in advance beginning on December 1, 2023 (“Rent Commencement Date”) in equal monthly installments of EIGHTEEN THOUSAND SIX HUNDRED THIRTY AND 31/100 DOLLARS (\$18,630.31) each, on the first day of every month to BOARD, and delivered to the following location: Assistant Vice Chancellor of Property and Facilities, Suite 803, LSU Health Sciences Center, 433 Bolivar Street, Suite 811, New Orleans, LA 70112.

C. If the initial month or the last month of the Term is a partial month, the monthly Rent amount in 2.2 A shall be prorated based on the number of days subject to this Agreement.

D. Notwithstanding anything provided herein, the FOUNDATION shall only be liable to the BOARD for monetary payments to the extent the FOUNDATION is able to collect such amounts from the Sublessee. If the Sublessee fails to pay Rent under the Sublease or fails to pay any amounts owed to FOUNDATION that would be reimbursed and/or passed through to the BOARD, the FOUNDATION will not be liable to the BOARD for such payment, including but not limited to Rent, until such time as the FOUNDATION is able to collect the same from the Sublessee.

3. Article IV of the Lease is hereby replaced in its entirety to read as follows:

Section 4.1 Agreement Term. The Term shall commence on the Effective Date and shall continue and remain in full force and effect until November 30, 2026, unless sooner terminated as provided herein.

Section 4.2 Termination of Sublease. If the Sublease is terminated through no fault of the FOUNDATION (including a termination by the FOUNDATION for the default of Sublessee), the FOUNDATION may terminate this Agreement by providing the BOARD with written notice and the Agreement shall automatically terminate and neither party shall have any obligations to the other.

4. The following Section in Article VIII of the Lease are hereby replaced in its entirety to read as follows:

Section 8.1 Property Insurance. The BOARD will invoice the FOUNDATION annually for the property insurance and the foundation will remit payment in 30 days. The current estimate is \$215,000.

Section 8.2. Maintenance and Repair of Leased Premises.

B. The FOUNDATION shall cause Sublessee to provide at its sole cost and expense, ordinary and routine maintenance to the Leased Premises during the Term, including heating, ventilating, air conditioning, mechanical, electrical, elevators,

plumbing, fire, sprinkler, security systems, landscaping, grass cutting, pest control, interior cleaning and all other general maintenance.

C. The BOARD shall provide at its sole cost and expense, all maintenance and repairs to the foundation, structural elements, roof, and all exterior walls, exterior doors and windows of the Leased Premises as well as all major repairs and replacements to the Leased premises that may become necessary during the Term, including heating, ventilating, air conditioning, mechanical, electrical, elevators, plumbing, fire, sprinkler, security and similar systems or utilities serving the Leased Premises the cost of which each occurrence exceeds \$50,000; provided that the need for such repairs or replacements are not caused by a breach of FOUNDATION's maintenance obligations under section 8.2B.

Section 8.3. Utilities.

A. The BOARD will invoice the FOUNDATION monthly for the water, sewer, electric power, chilled water and steam utilities and the foundation will remit payment in 30 days. The current yearly estimate is \$607,000 and the monthly estimate is \$50,580.

Commencing with the Lease Year ending November 30, 2024, within sixty (60) days after the end of each Lease Year (or, following the end of the Term, partial Lease Year), BOARD shall deliver to FOUNDATION a statement, together with supporting invoices, (collectively, an "Additional Rent Statement") for the preceding Lease Year (or, following the end of the Term, partial Lease Year) setting forth amounts due from BOARD to third party providers for the following building services for the Leased Premises: chilled water and steam and related equipment services, electric power, water and sewerage services ("Building Services Payments"). If Building Services Payments for such period (i) exceed \$607,000.00 for a full Lease Year, or (ii) exceed \$50,580.00 per month for the final partial Lease Year of the Term, then FOUNDATION shall pay such difference as "Additional Rent" to BOARD within [60 days] of receipt of the Additional Rent Statement. If Building Services Payments for such period (i) are less than \$607,000.00 for a full Lease Year, or (ii) are less than \$50,580.00 per month, for the final partial Lease Year of the Term, then BOARD shall credit such difference against any Additional Rent payment(s) next due from FOUNDATION. If any credit is due to FOUNDATION following the end of the Lease Term, BOARD will deliver a check to FOUNDATION in for such amount within 60 days following the end of the Lease Term. As used herein, "Lease Year" means each 12-month period during the amended Term commencing December 1st. A partial Lease Year is the period immediately following the last full Lease Year and ending on the last day of the Term.

Section 8.7. Limitation of Liability. The BOARD hereby agrees to use commercially reasonable efforts to promptly perform any major repair or replacement for which it is responsible hereunder.

The FOUNDATION hereby agrees to use commercially reasonable efforts to promptly repair any failure or outage of any heating, ventilating, air conditioning, mechanical, electrical, elevators, plumbing, fire, sprinkler, security and similar systems or any utilities serving the Leases Premises; provided, however, anything to the contrary contained in this Agreement notwithstanding, the BOARD shall have no responsibility whatsoever to the FOUNDATION or its officers, employees, agents, sublessees, assignees, invitees, licensees, patients, residents or tenants, except in the case of gross negligence or willful misconduct, with respect to any claims, liabilities, losses, damages, obligations, deficiencies, demands, judgments, fines, penalties, interest, suits, actions, causes of action, assessments, awards, costs and expenses (including, without limitation, all costs of litigation, including reasonable attorneys' fees) asserted against the BOARD by any third party ("Claims") for personal injury, illness, disease, death, economic loss, and/or loss of or damage to property resulting from any failure or outage of any heating, ventilating, air conditioning, mechanical, electrical, elevators, plumbing, fire, sprinkler, security and similar systems or any utilities, and the FOUNDATION shall indemnify and hold the BOARD harmless with respect to any such Claims in the manner set forth in Section 10.1 hereof. Furthermore, in the event of any such failure or outage, the FOUNDATION shall be responsible to acquire and pay for any rental or other service necessary to enable FOUNDATION to safely operate the Nursing Home during such failure or outage, such as electric generators and temporary portable heating, ventilation and air conditioning equipment.

5. A new Section 13.29 shall be added to Article XIII of the Lease:

13.29. Obligations of the FOUNDATION. Notwithstanding anything provided for in the Agreement, to the extent the FOUNDATION is obligated to carry insurance as provided in Article VII or operate, maintain, repair the Leased Premises or pay any amounts as provided in Article VIII, the FOUNDATION shall not be liable to the Board under those Sections so long as the FOUNDATION causes the Sublessee to abide by those Sections on the same terms as if they were obligated to do so under this Agreement. Should the Sublessee fail to comply with such obligations, the FOUNDATION shall use all efforts to cause Sublessee to comply with such obligations, including but not limited to putting Sublessee in default, but the FOUNDATION shall have no liability to the Board regarding the same.

Further, the FOUNDATION shall cause the Sublessee to indemnify the Board on the same terms as provided for in Article X, and except for instances of gross negligence or willful misconduct by the FOUNDATION, the Board shall look solely to the Sublessee under any indemnity provision provided for herein.

All other terms and conditions remain the same.
[signatures on following page]

[signature page to 1st Amendment Cooperative Endeavor and Lease Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement for Stanislaus Building as of the dates indicated on the attached Acknowledgments.

WITNESSES:

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

Print Name: _____

By: _____

William F. Tate, IV, President
Louisiana State University

Print Name: _____

WITNESSES:

**LSU HEALTH FOUNDATION, NEW
ORLEANS**

Print Name: _____

By: _____

Name:

Title: Chief Executive Officer

Print Name: _____

[Acknowledgment for 1st Amendment Cooperative Endeavor and Lease Agreement]

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGMENT

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

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

WITNESSES:

Print Name: _____

By: _____
William F. Tate, IV, President
Louisiana State University

Print Name: _____

Print name: _____

Notary Public
La. Bar/Notary ID No. _____

[Acknowledgment for 1st Amendment Cooperative Endeavor and Lease Agreement]

STATE OF LOUISIANA

PARISH OF ORLEANS

ACKNOWLEDGMENT

BE IT KNOWN that on this ____ day of _____, 2023, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared _____, appearing herein in his/her capacity as _____ of LSU Health Foundation, New Orleans, a non-profit organization, who, being by me and first duly sworn, declared and acknowledged to me, Notary, that Matthew Altier, President and CEO executed the above and foregoing instrument on behalf of said corporation with full authority of its BOARD of Directors and that said instrument is the free act and deed of said FOUNDATION and was executed for the uses, purposes and benefits therein expressed.

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

WITNESSES:

Print Name: _____

By: _____
President and CEO
LSU HEALTH FOUNDATION, NEW
ORLEANS

Print Name: _____

PRINT NAME: _____
Notary Public
La. Bar/Notary ID No. _____

INDEX OF LEASE EXHIBITS

for 1st Amendment Cooperative Endeavor and Lease Agreement

EXHIBIT A	Resolution of Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (A)
EXHIBIT B	Resolution of LSU Health Foundation, New Orleans (B)
AMENDED EXHIBIT C	Site Plan and Lease Area of Stanislaus Hall Building and Surface Parking (C)

EXHIBIT "A"

for 1st Amendment Cooperative Endeavor and Lease Agreement

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

EXHIBIT "B"

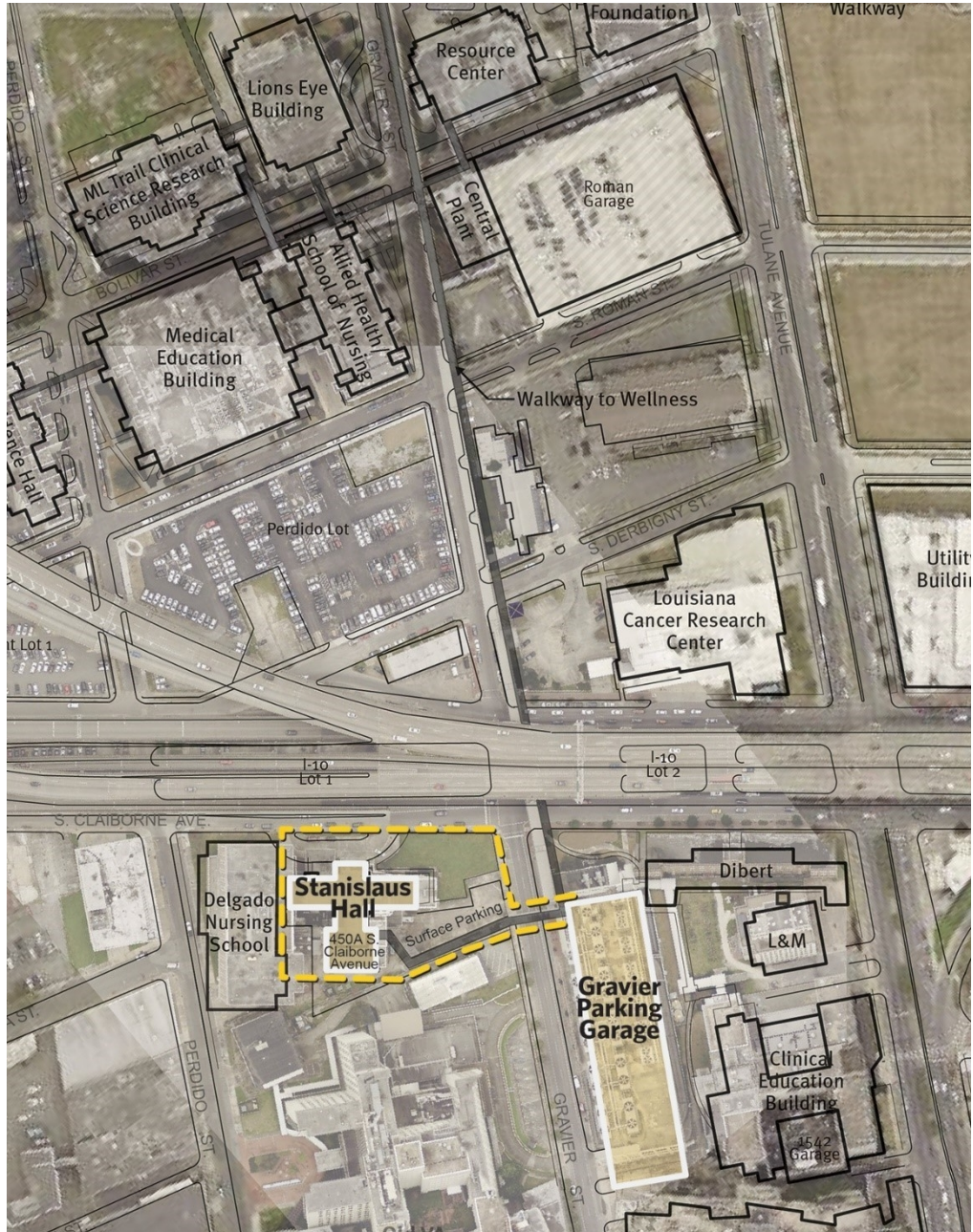
for 1st Amendment Cooperative Endeavor and Lease Agreement

RESOLUTION OF LSU HEALTH FOUNDATION, NEW ORLEANS

AMENDED EXHIBIT "C"
for 1st Amendment to Cooperative Endeavor and Lease Agreement

PLAT SHOWING STANISLAUS HALL AND PARKING LOT

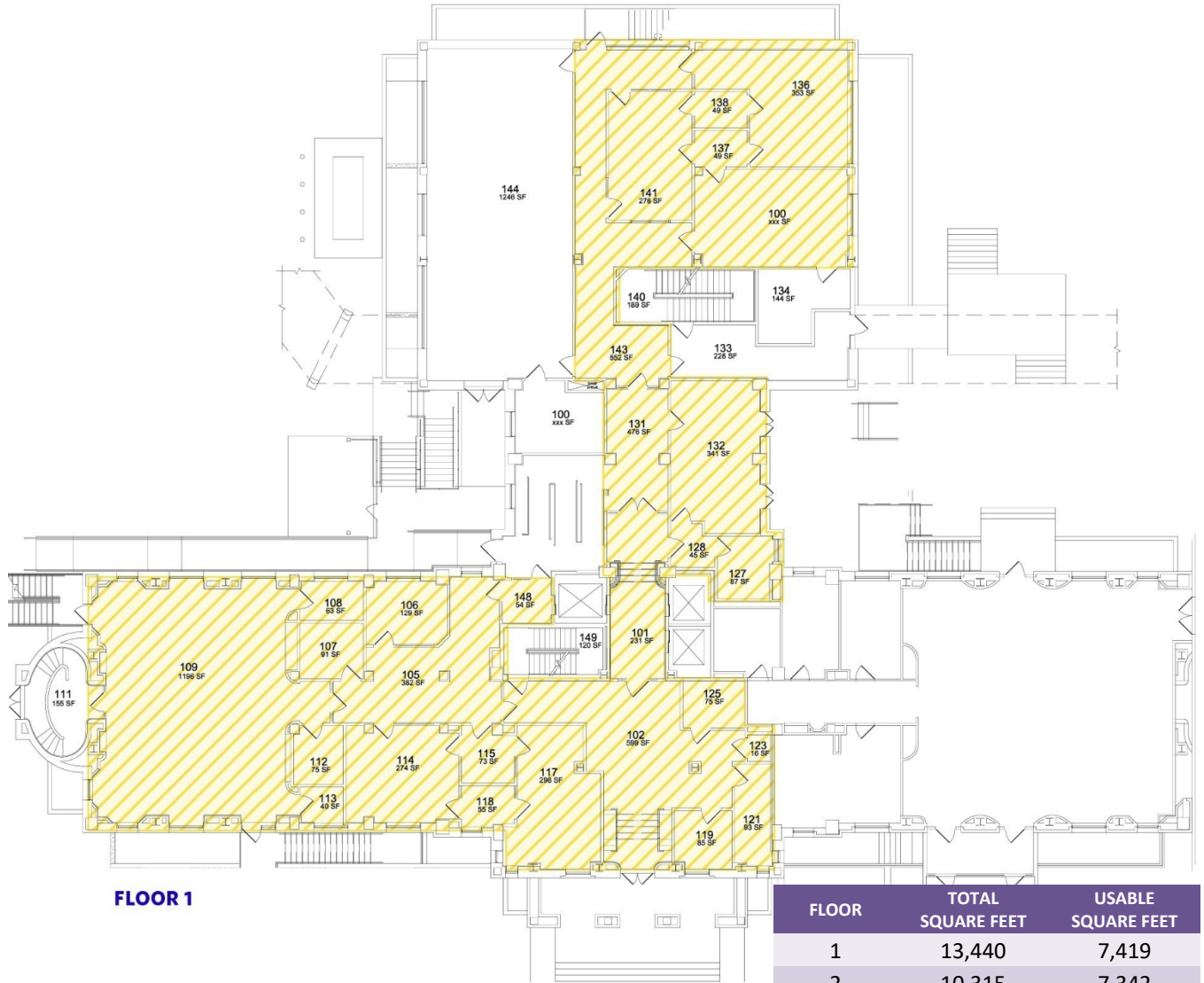
The location of Stanislaus Hall (also known as Student Nurses Residence, State ID# 00522) is 450A South Claiborne Avenue, New Orleans, Louisiana 70112



FLOOR PLANS OF STANISLAUS HALL

Showing the areas to be included in the lease on floors 1 through 10 and totaling 75,169 usable square feet.

The Floorplan of the First Floor of Student Nurses Residence (also known as Stanislaus Hall, State ID# 00522) indicating the areas to be included in the lease.



FLOOR 1

FLOOR	TOTAL SQUARE FEET	USABLE SQUARE FEET
1	13,440	7,419
2	10,315	7,342
3	9,995	7,530
4	9,995	7,554
5	9,995	7,554
6	9,995	7,554
7	9,995	7,554
8	9,995	7,554
9	9,995	7,554
10	9,995	7,554
TOTAL	103,715	75,169

The Floorplan of the Second Floor of Student Nurses Residence



FLOOR 2

The Floorplan of the Third Floor of Student Nurses Residence



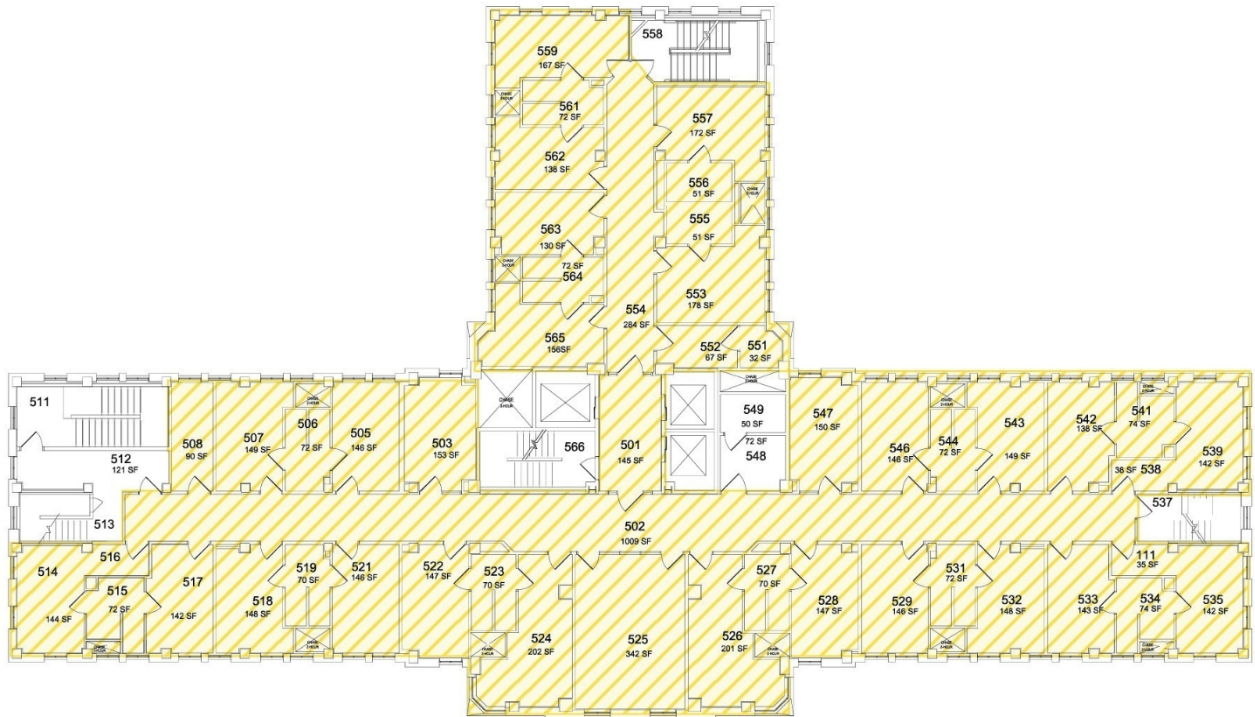
FLOOR 3

The Floorplan of the Fourth Floor of Student Nurses Residence



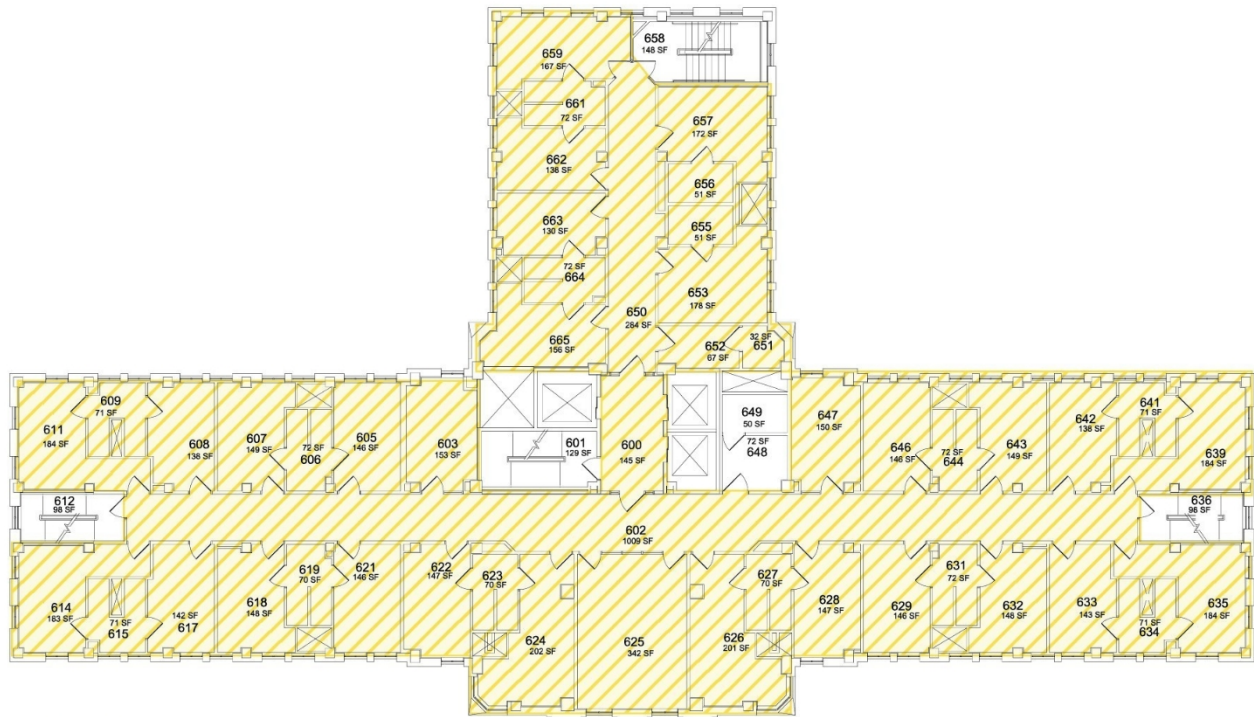
FLOOR 4

The Floorplan of the Fifth Floor of Student Nurses Residence



FLOOR 5

The Floorplan of the Sixth Floor of Student Nurses Residence



FLOOR 6

The Floorplan of the Seventh Floor of Student Nurses Residence



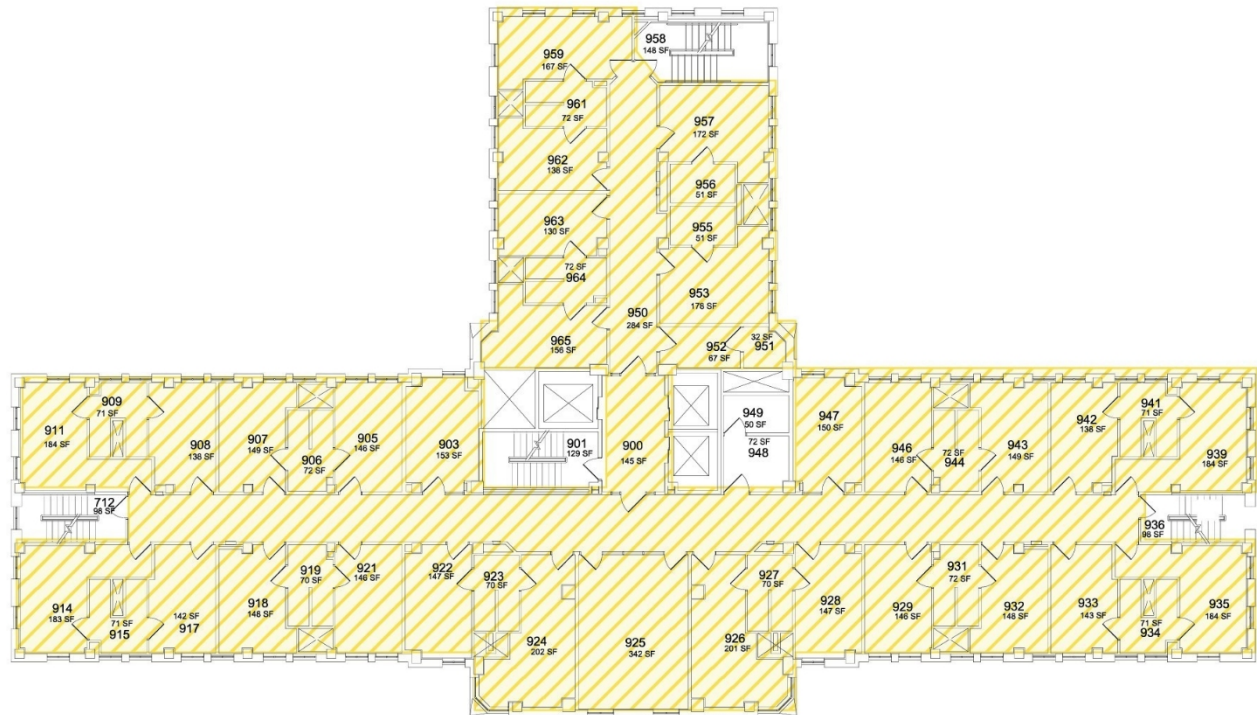
FLOOR 7

The Floorplan of the Eighth Floor of Student Nurses Residence



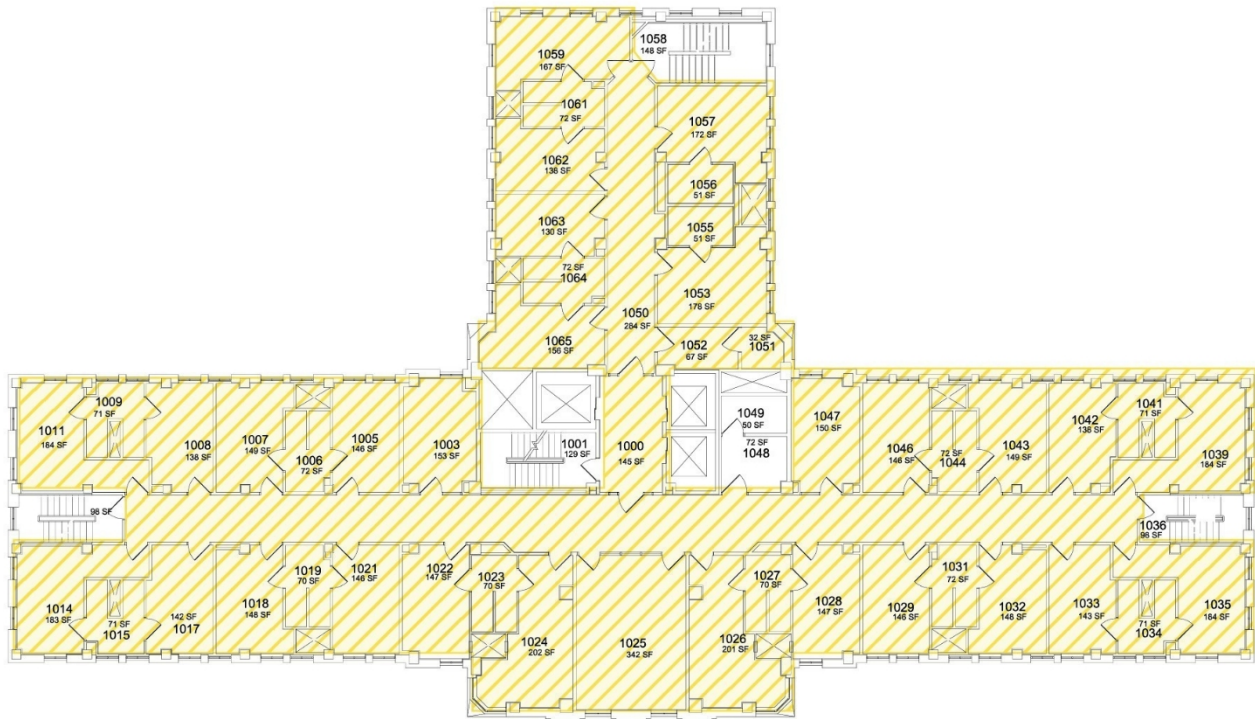
FLOOR 8

The Floorplan of the Ninth Floor of Student Nurses Residence



FLOOR 9

The Floorplan of the Tenth Floor of Student Nurses Residence



FLOOR 10

EXHIBIT "D"
for Cooperative Endeavor and Lease Agreement

Furnishings

Furnishings shall include but not be limited to the items listed below:

Per Guest Room:

- Armoire, 1 each
- 2-drawer night stand, 2 each
- Desk, 1 each

Per Kitchenette:

- Dining Table, 2 each
- Dining Chairs, 12 each

Amended and Restated Sublease

This Amended and Restated Sublease (“Sublease”), dated August __, 2023 but effective as of the 1st day of December, 2023 (“Effective Date”) is made between LSU Health Foundation, New Orleans (“Sublessor”), and STM Ventures, LLC (“Sublessee”) a disregarded tax-exempt entity wholly owned by St. Margaret’s Foundation, a Louisiana non-profit 501(c)(3) Delaware limited liability company, acknowledged and agreed to by St. Luke Foundation, as original sublessee (“St. Luke’s”).

WHEREAS, pursuant to a Cooperative Endeavor Lease Agreement dated November 1, 2021 and amended on August __, 2023 (together the “Prime Lease”), Sublessor has leased from the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“Lessor”) that certain immovable property consisting of approximately 75,169 sq. feet located in the City of New Orleans, Parish of Orleans, State of Louisiana, known as Stanislaus Hall, Building ID# 0173, located at municipal street address, 450A S. Claiborne Avenue, New Orleans, LA 70112, as leased premises is more fully described on the site plan attached hereto and made a part hereof as Exhibit “A” (the “Leased Premises”); and

WHEREAS, St. Luke’s has previously leased from Sublessor a portion of the Leased Premises pursuant to that Sublease dated November 30, 2021 and as further amended (together the “Original Sublease”); and

WHEREAS, to expedite the return of evacuated residents following hurricane Ida, St. Luke’s sublet the Leased Premises to Sublessee for operation of the nursing home; and

WHEREAS, Sublessee, Sublessor and St. Luke’s desire to amend and restate the Original Sublease to amend certain terms therein, to assign St. Luke’s interest to Sublessee, and to expand the Leased Premises for the purposes of operating the nursing home facility.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Sublessor and Sublessee hereby agree as follows:

1) PREMISES. Sublessor hereby subleases to Sublessee the Leased Premises on the terms and conditions set forth in this Sublease.

2) WARRANTY BY SUBLESSOR. Sublessor warrants and represents to Sublessee that the Prime Lease has not been amended or modified except as expressly set forth herein, that Sublessor is not now, and as of the Effective Date hereof will not be, in default or breach of any of the provisions of the Prime Lease, and that Sublessor has no knowledge of any claim by Lessor that Sublessor is in default or breach of any of the provisions of the Prime Lease. Sublessor further warrants that all consents to this Sublease required of Prime Lessor have been obtained and Sublessor has the full power and authority to enter into and perform all of its obligations under this Sublease.

3) TERM.

a) Initial Term. The term of this Sublease shall commence on the Effective Date or sooner if mutually agreed to by the Sublessee and Sublessor (“Commencement Date”), and end on November 30, 2026 (“Termination Date”), unless otherwise sooner terminated or extended in accordance with the provisions of this Sublease (hereinafter the “Term”). In the event the Term commences on a date other than the Commencement Date, Sublessor and Sublessee shall execute a memorandum setting forth the actual date of commencement of the Term. Possession of the Leased Premises (“Possession”) shall be delivered to Sublessee on the commencement of the Term. If for any reason Sublessor does not deliver Possession to Sublessee on the commencement of the Term, Sublessor shall not be subject to any liability for such failure, the Termination Date shall not be extended by the delay, and the validity of this Sublease shall not be impaired, but rent shall abate until delivery of Possession. If Sublessor permits Sublessee to take Possession prior to the commencement of the Term, such early Possession shall not advance the Termination Date and shall be subject to the provisions of this Sublease, including without limitation the payment of rent.

For clarity purposes only, the Original Sublease shall be in effect until November 31, 2023, beginning December 1, 2023, this Sublease shall become effective as an Amended and Restated Sublease.

4) RENT.

a) Base Rent. Sublessee shall pay to Sublessor as minimum rent, without deduction, setoff, notice, or demand, at the address provided for herein or at such other place as Sublessor shall designate from time to time by notice to Sublessee, the sum of \$18,630.31 per month, in advance on the first day of each month beginning on December 1, 2023 (“Base Rent”). If the Term ends on a day other than the last day of a month, the rent for the partial month shall be prorated on a per diem basis.

b) Additional Rent. In addition to Base Rent, Sublessee shall pay to Sublessor Additional Rent in the amounts due as provided in Sections 8.1 and 8.3 of the Prime Lease, subject to the adjustments and credits described therein. Additional Rent for Lessor’s property insurance under Section 8.1 of the Prime Lease is estimated to be \$215,000 for the first year. The estimated Additional Rent related to building services and utilities under Section 8.3 of the Prime Lease is estimated to be \$607,000 for the first year and \$50,580 per month for the first year.

c) Late Payment. Sublessee's failure to pay rent promptly may cause Sublessor to incur unanticipated costs. The exact amount of such costs are impractical or extremely difficult to ascertain. Such costs may include, but are not limited to processing and accounting charges and late charges which may be imposed on Sublessor by any ground lease, mortgage or trust deed encumbering the Leased Premises. Therefore, if Sublessor does not receive any rent payment within ten (10) days after it becomes due, Sublessee shall pay Sublessor a late charge equal to ten percent (10%) of the overdue amount. The parties agree that such late charge represents a fair and

reasonable estimate of the costs Sublessor will incur by reason of such payment.

5) **USE OF PREMISES.** The Leased Premises shall be used and occupied only for the operation of a licensed nursing home facility and for no other use or purpose.

6) **ASSIGNMENT AND SUBLETTING.** Sublessee shall not assign this Sublease or further sublet all or any part of the Leased Premises without the prior written consent of Sublessor (and the consent of Lessor, if such is required under the terms of the Prime Lease). Notwithstanding the foregoing, Sublessee may assign this Sublease to a related party as needed in connection with the financing of its new facility subject to the written approval of the Sublessor and provided that such assignment does not violate any of the Sublessor's bond covenants, the Prime Lease or any other laws of the State of Louisiana.

St. Luke's hereby assigns and transfers to Sublessee all right, title and interest of St. Luke's in and to this Sublease, together with any rights relating thereto ("St. Luke's Sub-leasehold Interest), and Sublessee hereby accepts the assignment of St. Luke's Sub-Leasehold Interest and assumes and agrees to be bound by and all of the obligations, covenants, and provisions, of this Sublease arising on and after the Effective Date. Sublessor consents to this assignment, accepts Sublessee as the new subtenant under this Sublease and recognizes that St. Luke's shall have no liability for any obligations under this Sublease that arise on or after the Effective Date. Lessor's approval of this Sublease is consent to the assignment herein.

7) **OTHER PROVISIONS OF SUBLEASE.** All applicable terms and conditions of the Prime Lease are incorporated into and made a part of this Sublease as if Sublessor were the lessor thereunder, Sublessee the lessee thereunder, and the Leased Premises the Prime Premises, except for the following:

- a) Section 2.1;
- b) Section 2.2;
- c) Section 2.3;
- d) Section 2.4;
- e) Section 2.7;
- f) Section 4.2;
- g) Section 12.1; and
- h) Section 13.2.

Unless otherwise contemplated in this Agreement, Sublessee assumes and agrees to perform the Sublessor's obligations under the Prime Lease during the Term to the extent that such obligations are applicable to the Leased Premises, except that the obligation to pay rent to Lessor under the Prime Lease shall be considered performed by Sublessee to the extent and in the amount rent is paid to Sublessor in accordance with Section 4 of this Sublease. Sublessee shall not commit or suffer any act or omission that will violate any of the provisions of the Prime Lease. Sublessor shall exercise reasonable due diligence in attempting to cause Lessor to perform its obligations under the Prime Lease for the benefit of Sublessee. If the Prime Lease terminates, this Sublease shall terminate and the parties shall be relieved of any further liability or obligation under this Sublease, provided however, that if the Prime Lease terminates as a result of a default or breach by Sublessee under this Sublease and/or the Prime Lease, then the Sublessee shall be liable to the

Sublessor for all damage suffered as a result of such termination, including but not limited to damages incurred by Sublessor under the Prime Lease. Notwithstanding the foregoing, if the Prime Lease gives Sublessor any right to terminate the Prime Lease in the event of the partial or total damage, destruction, or condemnation of the Leased Premises or the building or project of which the Leased Premises are a part, the exercise of such right by Sublessor shall not constitute a default or breach hereunder.

8) MAINTENANCE AND REPAIR OF LEASED PREMISES. Sublessee is bound by all maintenance and repair obligations of Sublessor in the Prime Lease, including but not limited to the obligation to make all repairs, except those provided in Section 8.2(C) of the Prime Lease over \$50,000 per occurrence.

9) ADDITIONAL OBLIGATIONS OF THE SUBLESSEE.

a) Sublessee shall provide at its sole cost and expense basic meal prep to improve the quality of meals served to the residents and provide evidence to Sublessor no later than June 1, 2024.

b) Sublessee shall provide at its sole cost and expense, ordinary and routine maintenance to the Leased Premises during the Term, including heating, ventilating, air conditioning, mechanical, electrical, elevators, plumbing, fire, sprinkler, security systems, landscaping, grass cutting, pest control, interior cleaning and all other ordinary and routine maintenance to the Leased Premises.

c) Sublessee shall endeavor to adhere to the schedule below to show progress is occurring to move Sublessee's operations to a permanent or temporary facility prior to the end of the Term. Sublessee shall provide to Lessor (with a copy to Sublessor):

- i) full architectural plans on or before August 1, 2024;
- ii) on or before twelve (12) months prior to the expiration of the Term, provide the Sublessor a written update on the status of the completion of the permanent facility or Sublessee's plans to locate a temporary facility.
- iii) on or before six (6) months prior to the expiration of the Term, evidence that Sublessee has made arrangements to relocate to its permanent or temporary facility and to vacate the Premises prior to the expiration of the Term.

10) LIMITATION OF LIABILITY. Sublessor shall have no responsibility whatsoever to the Sublessee or its officers, employees, agents, sublessees, assignees, invitees, licensees, patients, residents or tenants with respect to any claims, liabilities, losses, damages, obligations, deficiencies, demands, judgments, fines, penalties, interest, suits, actions, causes of action, assessments, awards, costs and expenses (including, without limitation, all costs of litigation, including attorneys' fees) asserted against Sublessor by any third party ("Claims") for personal injury, illness, disease, death, economic loss, and/or loss of or damage to property resulting from any damages under this Lease or failure or outage of any heating, ventilating, air

conditioning, mechanical, electrical, elevators, plumbing, fire, sprinkler, security and similar systems or any utilities, and the Sublessee shall indemnify and hold the Sublessor and the Lessor harmless with respect to any such Claims in the manner set forth in Section 10 hereof. In the event of any such failure or outage, the Sublessee shall be responsible to acquire and pay for any rental or other service necessary to enable Sublessee to safely operate the Nursing Home during such failure or outage, such as electric generators and temporary portable heating, ventilation and air conditioning equipment and shall, subject to the provisions of Section 8.3 of the Prime Lease regarding use of unusual amounts of electricity, be entitled, subject to Lessor's approval, to an abatement of Rent in an amount equal to the commercially reasonable costs of such services upon the presentment of invoices evidencing such costs.

Should Sublessor be found liable to Sublessee for any reason, Sublessor shall only be liable to Sublessee for any monetary payments to the extent Sublessor is able to collect damages from the Lessor or for any non monetary obligation to the extent Sublessor is able to obligate the Lessor to act under the Prime Lease. Sublessor shall take reasonable action as reasonably required under the Prime Lease to cause Lessor to act as provided for herein.

11) INDEMNITY. The Sublessee, for itself and for its successors, assigns, agents, contractors, employees, invitees, patients, residents, tenants, customers and licensees, agrees to indemnify, defend and to hold the Sublessor harmless from and against any loss for damages or injuries that may be suffered by the Sublessor or by any person, including but not limited to the Sublessor's agents, contractors, employees, invitees, patients, residents, tenants, sublessees, customers and licensees, and for any loss for damages or injuries suffered to or by the Leased Premises, to the extent such loss arises out of or is related to the Sublessee's occupancy or use of the Leased Premises, or to the Sublessee's successors, assigns, agents, contractors, employees, invitees, sublessees, customers, or licensees, and the Sublessee agrees to defend the Sublessor with an attorney of the Sublessor's choice in any legal action against it and pay in full and satisfy any claims, demands or judgments made or rendered against the Sublessor, and to reimburse the Sublessor for any reasonable legal expenses, including reasonable attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder, and repair any damages to the Leased Premises.

Further, and to confirm Section 7 of this Sublease, the Sublessee shall indemnify the Lessor on the same terms and conditions as Sublessor is required to indemnify Lessor as provided for in Article X of the Prime Lease.

12) AS IS. Sublessee has inspected the Leased Premises and accepts the Leased Premises "as- is, where-is," in their condition at the beginning of the term of this Sublease. By taking possession of the Leased Premises, Sublessee assumes full responsibility for its condition throughout the term of this Sublease for purposes of La. R.S. §9:3221 and all other purposes of Louisiana law. Sublessee hereby acknowledges that Sublessee has inspected the Leased Premises and has accepted the Leased Premises "as is," where-is," in its condition on the commencement date, and that the Leased Premises are in good and satisfactory condition and are suitable for Sublessee's use, including the common area (elevators, HVAC, existing ramps, etc.). Sublessee hereby waives all representations and warranties on the part of the sublessor, whether express or implied, with respect to the condition of the Leased Premises or its fitness for a particular purpose,

including, without limitation, all warranties that the Leased Premises are free of vices, defects or deficiencies, whether latent, hidden or apparent, and all warranties with respect to the condition of the leased premises, including, without limitation, all warranties, if any, that the Leased Premises are free of environmental pollution or defects, its fitness for a particular purpose, including, without limitation, its fitness for an assisted living facility or its freedom from defects or deficiencies and all other warranties that are set forth under La. Civ. Code arts. 2682(2), 2684, 2691, or 2696-2699, or any other provision of law, to the fullest extent permitted by Louisiana law. Except as otherwise provided in this Sublease, Sublessor will have no obligation to make any improvements to the leased premises or to maintain, repair or otherwise undertake any activities with respect to the Leased Premises. Sublessor agrees to promptly enforce its right to ensure that lessor under the Prime Lease fulfills its obligations as further outlined in the Prime Lease. Sublessee acknowledges that the foregoing waivers have been brought to the attention of Sublessee and explained in detail to it and that Sublessee has voluntarily and knowingly made the foregoing waivers.

13) Default.

a) Default by Sublessee. The Sublessor may declare the Sublessee in default upon one or more of the following events:

- i) Failure to Pay Rent. A failure by Sublessee to pay the Rent, or to make any other payments required to be made by Sublessee hereunder within five (5) days after receiving written notice from Sublessor that such Rent or other payment due hereunder is past due and unpaid.
- ii) Failure to Timely Commence or Complete. Failure of the Sublessee to commence and/or complete any work approved by the Lessor, within the time frame allowed, unless such time period has been mutually extended in writing by the Lessor and the Sublessee; or
- iii) Breach of Agreement Covenants. Failure of the Sublessee to observe or perform any other covenant, condition or obligation upon its part to be observed or performed under this Sublease (or the Prime Lease) for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied or such longer time as reasonably necessary for Sublessee to remedy the breach only if Sublessee has begun steps to cure said default and diligently continues to pursue curing the breach, so long as such delay is allowed under the Prime Lease; or
- iv) Taking of Improvements. The Taking of the Improvements for the benefit of any Person other than Sublessor; or
- v) Involuntary Bankruptcy. A court having jurisdiction shall enter an order for relief in any involuntary case commenced against the

Sublessee, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction in the premises appointing a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for the Sublessee or any substantial part of the properties of the Sublessee or ordering the winding up or liquidation of the affairs of the Sublessee, and the continuance of any such decree or order not stayed and in effect for a period of ninety (90) consecutive days; or

- vi) Voluntary Bankruptcy. The commencement by the Sublessee of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by the Sublessee to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for the Sublessee or any substantial part of the properties of the Sublessee; or
- vii) Abandonment of Project. The Sublessee, after commencement of construction but prior to substantially completing construction of the Improvements, abandons (with no intent to continue) construction for a period of ninety (90) consecutive days, excluding delays caused by Force Majeure.
- viii) Failure under Prime Lease. The Sublessee causes a default under the Prime Lease and has not corrected such default within ten (10) days of written notice by Sublessor or such longer time as reasonably necessary for Sublessee to remedy the breach only if Sublessee has begun steps to cure said default and diligently continues to pursue curing the breach, so long as such delay is allowed under the Prime Lease.

b) Sublessor's Remedies. Sublessor shall have the following remedies if Sublessee commits a Default:

- i) Terminate this Sublease effective immediately or effective as of the date Sublessor may elect, evict Lessee in accordance with applicable law and collect Rent and any other amounts owed by Sublessee under this Sublease that are past due and owing by judicial process, as well as all reasonable expenses, if any, incurred by Sublessor in recovering possession of the Leased Premises; or
- ii) Proceed on or more times for past due installments of Rent due, without prejudicing the right to proceed later for additional installments or exercise any other remedy; or

- iii) Accelerate Rent and declare all unpaid and future Rent due immediately.
- iv) Have recourse to any other remedy or mode of redress to which Sublessor may be entitled to by law.

In the event of the termination of this Agreement, the Sublessee expressly waives any notice to vacate.

14) PARKING. Sublessee shall have access to parking as provide for in the Prime Lease.

15) ATTORNEYS' FEES. If either party shall commence an action against the other arising out of or in connection with this Sublease, the prevailing party shall be entitled to recover its costs of suit and reasonable attorneys' fees.

16) NOTICES. All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Sublessor to Sublessee shall be sent by email correspondence, overnight delivery, United States Mail, postage prepaid, addressed to the Sublessee at the Leased Premises, and to the address hereinbelow, or to such other place as Sublessee may from time to time designate in a notice to the Sublessor. All notices and demands by the Sublessee to Sublessor shall be sent by United States Mail, postage prepaid, addressed to the Sublessor at the address set forth herein, and to such other person or place as the Sublessor may from time to time designate in a notice to the Sublessee.

17) CONFIDENTIALITY. Each party agrees to treat in confidence all information regarding this Sublease and the performance by the parties of their obligations hereunder and all information which it will have obtained from the other party in contemplation of entering into, or in the performance of this Agreement. Such information will not be communicated to any person other than Lessor, each party's partners, members, attorneys, accountants, and advisors with a legitimate need to know such information (and shall cause such recipients to keep such information confidential). Notwithstanding the foregoing, if it becomes necessary for either party to file a lawsuit against the other to enforce the obligations herein, this provision shall not prevent either party from filing a claim or defense to such suit.

In the event a party violates this Section 17, the non-violating party shall have the right, in addition to any other rights such party may have, to obtain injunctive relief to restrain any breach or threatened breach by third party or specific enforcement of such terms plus reimbursement of attorneys' fees, court costs and all associated expenses. This Section 17 shall survive the termination or expiration of this Sublease for a period of one (1) year.

18) MISCELLANEOUS

a) Defined Terms. Any term not otherwise defined in this Sublease shall have the same meaning as defined in the Prime Lease.

b) Headings/Captions. The captions are inserted in this Lease for convenience only and in no way define, limit, or describe the scope or intent of this Lease, or any provision hereof, nor in any way affect the interpretation of this Lease.

c) Severability. In the event any provision contained herein shall be held to be invalid or unlawful for any reason, such provision shall be deemed to be stricken from this Lease, with the understanding that the remaining provisions hereof shall continue to be binding on the parties hereto.

d) Governing Law. This Lease shall be deemed to be a contract made under the laws of the State of Louisiana and shall be construed in accordance with and governed by the laws of the State of Louisiana and ordinances of the municipality and parish where the Leased Premises is situated and the rules and regulations of their duly constituted authorities.

e) Further Assurances. Each party hereto agrees to cooperate with the other and to execute and deliver, at such party's sole expense, all such further instruments and documents and do all such further acts and things as such party may be reasonably requested to do from time to time by the other party to carry out the provisions and objectives of this Lease.

f) Effect of Provisions. All of the provisions contained herein shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

g) Entire Agreement. The whole agreement between the parties hereto is set forth in this instrument and they shall not be bound by any agreements, conditions, understanding or representations other than are expressly stipulated and set forth herein or in any amendments hereto.

h) Counterparts. This Lease may be executed in counterparts, and a PDF or facsimile copy of this Lease, signed by either party and transmitted to the other party, shall constitute a binding signature to this Lease.

i) Interest on Past Due Obligations. Any amount owed by Sublessee to Sublessor which is not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date of such amount. The payment of interest on such amounts shall not excuse or cure any default by Lessee under this Lease. If the interest rate specified in this lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by applicable law.

Signature Page To Follow:

SUBLESSOR:

LSU HEALTH FOUNDATION, NEW ORLEANS

By: _____

Print Name: _____

Title: _____

Date: _____

ORIGINAL SUBLESSEE (for purposes of transferring its interest to Sublessee):

ST. LUKE FOUNDATION

By: _____

Print Name: _____

Title: _____

Date: _____

SUBLESSEE:

STM VENTURES LLC

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

Prime Lease

[To be inserted]



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

September 8, 2023

Dr. William F. Tate, IV
President
LSU System Office
3810 West Lakeshore Drive, Room 107
Baton Rouge, LA 70808

Dear Dr. Tate,

In accordance with the rules established by Article VII, Section 1 E, I am submitting a request for approval of a Cooperative Endeavor and Lease Agreement with the LSU School of Medicine's Faculty Group Practice (Network) at the LSU Health Sciences Center, New Orleans (LSUHSC-NO).

LSUHSC-NO desires to enter into a Lease Agreement between the LSU Board of Supervisors (Board) and the Network, a private Louisiana non-profit organization. The Network will lease space in the Dental School Annex Building for an Ambulatory Surgery Center (ASC). The Network shall pay rent "in kind" to the Board for the premises which shall include all services to operate the business of a licensed ASC including, but not limited to, the construction of all improvements and the management, staffing, and billing required to operate the ASC. The network is providing one million dollars (\$1 million) in capital to hire staff in the event the ASC operates at a net loss. This provision of "in-kind" services shall be considered "fair market value" for the premises.

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

Respectfully yours,

A handwritten signature in blue ink that reads "Steve Nelson".

Steve Nelson, MD
Interim Chancellor

DRAFT 9/8/23

COOPERATIVE ENDEAVOR AGREEMENT

dated as of _____

By and Between

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

and

**LOUISIANA STATE UNIVERSITY SCHOOL OF MEDICINE IN
NEW ORLEANS FACULTY GROUP PRACTICE,
A LOUISIANA NON-PROFIT ORGANIZATION**

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

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

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

and provide as follows:

WITNESSETH

WHEREAS, Network is a private non-profit Louisiana corporation described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose tax-exempt purpose is to support the mission and programs of LSUHSC-NO, a higher education institution under the management and supervision of the Board all as further described in the Amended and Restated Agreement Related to Existing Agreement and pursuant to the Uniform Affiliation Agreement between LSU and the Network effective August 26, 2011 (“UAA”); and

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

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

WHEREAS, LSU is the owner of certain real property (“Property”) known as the LSUHSC-NO Dental School Campus, 27360 and located at 1100 Florida Ave., New Orleans, Louisiana 70119 as described in Exhibit C attached hereto; and

WHEREAS, pursuant to Louisiana Revised Statutes 17:3361, *et seq.*, and the above referenced constitutional provision, LSU is authorized to enter into agreements with a nonprofit corporation such as Network for any portion of the grounds or campus of any college or university or other immovable property under its supervision and management, under the conditions set forth herein; and

WHEREAS, Network provides healthcare services to patients in various clinic sites in Louisiana, under the terms of the UAA, and has experience in and provides management, billing, collection and credentialing services to the LSUHSC-NO schools and its healthcare professionals; and

WHEREAS, in order to support and enhance the educational mission of LSU and LSUHSC-NO, the Network desires to use the Property described herein to operate and manage location and to provide ambulatory surgery services in a free-standing and licensed ambulatory surgery center (“ASC”) for the benefit of LSUHSC-NO Dental School and its patients, which include, but are not limited to, LSUHSC-NO’s students, faculty, and staff; and

WHEREAS, Network now desires to lease the Property from LSU; and

WHEREAS, to manage and operate the ASC, the Network will organize a wholly owned subsidiary and file its Articles of Organization with the Louisiana Secretary of State once the lease is approved (“Network Subsidiary”); and

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

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

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

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

WHEREAS, the Network's use of the Premises will be of great benefit to LSUHSC-NO its Dental School, and to LSU because of the cost avoidance associated with the provision of medical services to the faculty, staff and students;

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

ARTICLE I **DEFINITIONS**

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

Agreement means, in its entirety, this Cooperative Endeavor Agreement for Property known as the LSUHSC-NO Dental School Campus, 27360 and located at 1100 Florida Ave., New Orleans Louisiana 70119 as described in Exhibit C for the construction and operation by the Network of a free-standing Ambulatory Surgery Center, licensed by the Louisiana Department of Health, Bureau of Licensing and Standards, and to provide medical services to patients, faculty and staff, and the use of the Ground Parking Lot.

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

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

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

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

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

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

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

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

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

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

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

Effective Date means the _____, 2023.

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

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

Ground Parking Lot means that area more particularly described and reflected on Exhibit C hereto as "Parking Lot".

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

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

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

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

LSUHSC-NO Dental School Campus means that building and land located at 1100 Florida Ave., New Orleans, LA 70119.

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

LSU School of Dentistry means that affiliate of LSUHSC-NO that provides dental and surgical training and services to patients, faculty and staff.

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

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

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

Network Subsidiary, A Louisiana limited liability company.

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

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

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

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

Premises means the LSUHSC-NO Dental School Campus located at 1100 Florida Ave., New Orleans Louisiana 70119, referred to herein as the Property available for Network's use.

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

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

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

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

State means the State of Louisiana.

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

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

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

ARTICLE II **PREMISES, AND RENT**

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

Section 2.2. - Rent. Network shall pay Rent “in kind” to the Board for the Premises which shall include all services to operate the business of a licensed ambulatory surgery center including, but not limited to the construction of all improvements, the provision of all furnishings and equipment, the management, staffing, and billing required to operate the ASC. The network will be providing one million dollars (\$1 million) in startup capital to hire staff during ramp-up, when the ASC is anticipated to operate at a net loss. This provision of “in-kind” services shall be considered “fair market value” for the Premises.

Section 2.3. - Furnishings. The Premises does not include any furnishings or equipment.

Section 2.4 - Parking. In addition to the Premises, Network shall have the right to utilize the Ground Parking Lot reflected as the "Parking Lot" on Exhibit "C" hereto.

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

ARTICLE III
AGREEMENT TO CONSTRUCT AND DONATE IMPROVEMENTS

Section 3.1 - Improvements. Network may construct the Improvements in accordance with the Plans and Specifications at Network's sole cost and expense, and to donate the Improvements to Board after completion of the Work. It is estimated that the total cost of the Improvements, including both construction and design, will not exceed two hundred thousand dollars (\$200,000), all of which cost and expense shall be paid by Network. The amount estimated for cost and expense may be increased with the written consent of Network and the LSU Representative, subject to the requirements of Sections 5.1(A)-(L) hereof, provided, however, that any such increase shall not increase the total amount of credit toward the Rent set forth in Section 2.2(C) hereof.

ARTICLE IV
USE OF PREMISES

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

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

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

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

Section 4.5 - Environmental. Except in conformity with applicable environmental laws and regulations, Network shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of, on or in the Premises, the LSUHSC-NO Dental School Campus or the Ground Parking Lot (i.e., collectively the Property) by Network, or by Network's agents, employees, contractors, customers, patients, permittees or invitees, other than those Hazardous Substances usually and customarily used in a normal medical office; provided that such Hazardous

Substances are used, stored, generated, maintained, disposed, processed, produced or made in compliance with all Applicable Laws. Network shall dispose and remove of all Hazardous Substances and waste at its own expense, provided however, the Board shall have the right to require that Network engage, at Network's expense, a contractor approved by Board upon commercially reasonable rates, to dispose of all Hazardous Substances and waste used, stored, generated or disposed of on the Premises, the LSUHSC-NO Dental School Campus, or the Ground Parking Lot. If Hazardous Substances are used, stored, generated, or disposed of, on or in the Property during the Term of this Agreement or otherwise as a result of the action of Network or its agents, employees, representatives, contractors, customers, patients, permittees or invitees, Network shall indemnify and hold harmless the Board from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Property, or any neighboring lands or structures owned by Board, damages caused by losses or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the Term and arising as a result of that use or contamination by Network or its agents, employees, representatives, contractors, customers, patients, permittees or invitee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any clean-up, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Network or its agents, employees, representatives, contractors, customers, patients, permittees or invitees, cause or permit the presence of any Hazardous Substance on the Property that results in contamination, Network shall promptly, at its sole expense, take any and all necessary actions to return the Property to the condition existing prior to the presence of any such Hazardous Substance on the Property. Network shall first obtain Board's approval for any such remedial action. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive, and that is regulated by any local government, the State of Louisiana, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" pursuant to state, federal, or local government law. "Hazardous Substance" includes but is not restricted to asbestos, PCBs, or petroleum. Notwithstanding any other provision of this Agreement, Network shall not be liable for environmental contamination or pollution, if any, existing on the Property as of the Effective Date or migrating from off-site onto the Property either before, during, or after Network's occupancy and shall be indemnified and held harmless by the Board from any claims, damages, fines, judgments, penalties, costs, liabilities, or losses arising after the term of this Lease. This indemnification includes without limitation, any and all costs incurred because of any investigation of the site or any clean-up, removal, or restoration mandated by a federal, state or local agency or political subdivision.

ARTICLE V **CONSTRUCTION**

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

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

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

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

- (i) The Work will be performed solely and exclusively for Network.
- (ii) Network and Network Subsidiary are separate legal entities from LSUHSC-NO and Board. It is not acting as agent for LSUHSC-NO or Board, and Network has no authority to obligate LSUHSC-NO or Board to any extent whatsoever.
- (iii) Neither Board, LSUHSC-NO, nor the State of Louisiana shall be liable, directly or indirectly, for the payment of any sums whatsoever or for the performance of any other obligation whatsoever arising out of the Work performed pursuant to this Agreement.
- (iv) Network and/or Network Subsidiary has no ownership interest in the Premises on which the Work will be performed. Any improvements placed on the Premises shall become property of Board upon completion of the Work. The Work shall not give rise to any rights against the Premises, the Board or LSUHSC-NO.
- (v) It is understood and agreed that the Board, its members, employees and agents including but not limited to the LSU Representative and the LSUHSC-NO Construction Monitor, shall owe no legal duty to or assume any liability or responsibility to or for any party as a result of or in connection with any consent, approval or review given or undertaken in connection with the Work. No party shall infer, based on any consent, approval or review given or undertaken by the Board, its members, employees and agents including but not limited to the LSU Representative and the LSUHSC-NO Construction

Monitor, agreement with or endorsement of the particular matter at issue; rather, such consent, approval or review shall only be deemed to indicate "no objection" to the particular matter at issue.

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

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

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

G.) LSU Rules and Regulations: Access During Construction. Network agrees that it will comply with all Board and LSUHSC-NO regulations, policies and mandates with regard to all contractors and personnel entering the Premises for purposes of construction, which rules and regulations will be addressed at the

pre-construction conference, and Network will secure, at its own expense, all necessary permits and licenses from all regulatory agencies or bodies. Network shall make these same requirements of the Contractor. At all times during construction, the LSUHSC-NO Construction Monitor, the LSU Representative and any individuals authorized by the LSU Representative shall have the right but not the obligation to enter the Premises and review the Work to determine that it is being performed in compliance with the Plans and Specifications and in a good and workmanlike manner, and further the LSUHSC-NO Construction Monitor, the LSU Representative and any individuals authorized by the LSU Representative shall have the right but not the obligation to review any and all documents related to the construction.

- H.) Acceptance of Construction.** Network and Board agree to work together to identify and facilitate completion of all warranty and punch list items within the first year following acceptance of the Work. Network will not accept the Work without the written approval of the LSU Representative. Board reserves the right to refuse to approve the acceptance of the Work unless monies equal to the value of the punch list deficiencies are withheld by the Network and designated for payment to the Contractor only upon completion of the punch list items. Upon donation of the Work by Network to Board, Network hereby agrees that, to the extent allowed by law, Network will assign or transfer to Board its right to enforce actions against the Contractor and/or the Architect arising out of the Work; provided, however, Network shall continue to be obligated to complete the Punch List items. Final payment shall not be made to the Contractor until the LSU Representative agrees in writing that the Punch List items have been completed.
- I.) Funds for Construction.** At the LSU Representative's request, prior to the commencement of Work, Network shall satisfy the LSU Representative that the total amount of money needed to complete the Work has been collected or acquired by the Network and is dedicated to that use. At the LSU Representative's sole option, Network may be required to provide a letter of credit, a performance bond, or a dedicated escrow account to guarantee its performance. If the LSU Representative determines that outside expertise is needed to review a financing plan, Network shall reimburse the Board or LSUHSC-NO the reasonable cost of employing such experts.
- J.) On-Site Construction Inspector.** If in the LSU Representative's sole discretion, it becomes necessary, Network at Network's expense shall hire an on-site construction inspector or clerk of the works for full time supervision of the Work.
- K.) Inspection and Survey.** Network shall inspect the Premises, and arrange for any necessary surveys and other site investigations at its expense. Network accepts the Premises in its present condition.

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

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

ARTICLE VI **INSURANCE**

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

A.) Builder's Risk Insurance. Network or Contractor shall provide a Builder's Risk Insurance Policy. The insurance shall afford property hazard insurance coverage against loss or damage by fire, lightning, explosion, earthquake, collapse, theft, sprinkler leakage, vandalism and malicious mischief and such other perils as are included in the ISO Causes of Loss - Special Form (CP130), and against such other insurable perils as, under good insurance practices, from time to time are insured against for properties of similar character and location, for not less than one hundred percent (100%) of the full replacement value of the Work, the d Premises, and the Improvements under construction to protect against any damage or loss prior to the completion of the Work, including the Premises and the Improvements. This policy shall be taken out prior to commencement of construction of any Work and may be discontinued only upon the provision to the LSU Representative by Network of written notice of Substantial Completion of all Work. The coverage shall include, but not be limited to, the architect's and engineer's fees to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage following a loss during construction. A certificate of insurance as evidence of such insurance shall be provided to the LSU Representative prior to commencement of any Work. The policy shall include coverage for the

insurable interests, if any, of Board, LSUHSC-NO, the Network and Network's Contractor(s), and any subcontractors as their interests may appear.

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

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

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

TYPE	AMOUNT
Commercial General Liability Insurance for the following where the exposure exists: (a) Property-operations (b) broad form lease liability (c) Products and Completed operations (d) use of Contractors and subcontractors (e) personal injury (bodily injury and death) (f) broad form property damage (g) explosion, collapse and underground	Limits in an amount not less than: \$2,000,000.00 per occurrence; \$5,000,000.00 General Aggregate; and \$5,000,000.00 Products & Completed Operations Aggregate; less a commercially reasonable deductible. "Claims Made" form is not acceptable.

(h) property damage independent Contractors (i) sprinkler leakage legal liability (j) Waiver of subrogation language	
Business Automobile Liability Insurance for bodily injury and property damage, covering owned automobiles, hired automobiles and leased automobiles.	Combined single limit of \$1,000,000.00 per occurrence
Worker's Compensation & Employer's Liability Insurance with waiver of subrogation clause	Limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage.

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

- A.) Required Insurance Shall Be Primary.** All insurance required hereby shall be primary as respects Board, its members, officers, employees and authorized agents. Any insurance or self-insurance maintained by the Louisiana Office of Risk Management and Board shall be excess and noncontributory of Network or any Contractors' insurance.
- B.) Failure to Comply with Reporting Requirements.** Any failure of the Network or Contractor to comply with reporting requirements of a policy required hereby shall not affect coverage provided to Board, its members, officers, employees and authorized agents.
- C.) Application of Multiple Policies.** The Network's and/or Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy limits.
- D.) No Release.** Neither the acceptance of the completed Work nor the payment therefore shall release the Network or Contractor or insurer from applicable obligations of the insurance requirements or indemnification requirements set forth herein.
- E.) No Recourse.** The insurance companies issuing the required policies shall have no recourse against Board for payment of premiums or for assessments under any form of the policies.

- F.) Excess Insurance.** Excess umbrella insurance may be used to meet the minimum requirements for the general liability and automobile liability only.
- G.) Deductibles and SIRs.** The Network and/or Contractor shall be responsible for all deductibles and self-insured retentions.
- H.) No Special Limitations.** The coverage required hereunder shall contain no special limitations (*e.g.*, limitations beyond those that are normal and customary based on the policy, coverage and activity insured) on the scope of protection afforded to Board, its members, officers, employees and authorized agents.
- I.) Licensed Louisiana Insurers.** All insurance shall be obtained through insurance companies duly licensed and authorized to do business in the State of Louisiana, which, to the extent available on commercially reasonable terms, bear a rating of A+:XV in the latest A. M. Best Co. ratings guide. If at any time an insurer issuing a policy hereunder does not meet the minimum A. M. Best Co. ratings, and such requirement has not been waived in writing by the LSU Representative, the Network and/or Contractor shall obtain a policy with an insurer that meets the A. M. Best Co., rating required and shall submit another Certificate of Insurance as required hereunder.
- J.) Occurrence Based Policies.** All insurance required hereunder, with the exception of Architect's Design Errors and Omissions policies, shall be occurrence coverage. Except as specifically permitted herein, claims-made policies are not allowed.
- K.) Verification of Coverage.** The Network shall furnish the LSU Representative with Certificates of Insurance reflecting proof of coverage required hereunder. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the LSU Representative before Work commences and upon any contract renewal thereafter. The LSU Representative reserves the right to request complete certified copies of all required insurance policies at any time. Said certificates and policies shall to the extent allowed by law provide at least a twenty (20) day written notification to the LSU Representative prior to the cancellation thereof. Upon failure of the Network to furnish, deliver and maintain such insurance as provided herein, and expiration of any applicable cure period, then Board may, but shall not be obligated to, obtain said insurance on behalf of the Network at the Network's commercially reasonable cost and expense. Failure of the Network to purchase and/or maintain, either itself or through its contractor(s), any required insurance, shall not relieve the Network from any liability or indemnification hereunder.
- L.) Additional Insureds.** The Network, Network Subsidiary, Board and its members, officers, employees and authorized agents shall each be named as additional insureds on all policies required hereby. Such additional insured

status shall apply to both ongoing and complete operations. Accordingly, Contractor shall provide evidence that ISO forms CG2010 and CG2037 are attached to Contractor's General Liability policy.

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

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

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

ARTICLE VII

OPERATION, MAINTENANCE, REPAIRS, SECURITY AND OTHER SERVICES

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

Section 7.2 - Maintenance and Repair of Premises.

A.) Board shall provide all general janitorial and custodial services to the Premises. Board shall not provide medical grade janitorial and custodial services to the Premises.

B.) Except as to Improvements made by Network and as to Network Maintenance, Board, at its sole cost and expense during the Term, shall provide all other ordinary and routine maintenance to the Premises during the Term including heating, ventilating, air conditioning, mechanical, electrical, elevators, plumbing, fire, sprinkler and security systems.

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

Section 7.3 - Utilities. Board agrees to be responsible for the cost of all utilities serving the Premises, including electric power, water and sewer, but excluding IT and telephone which

will be the subject of a separate agreement between Board and Network. If Network desires to install or use any equipment, trade fixtures, or fixtures using unusual amounts of electricity in the Premises, then Network shall obtain the LSU Representative's approval of such item or items, and Board, at its option, may require that Network pay a charge for said increased electricity usage equal to the estimated increases in the amount charged to the Board as a result of Network's use of any of the aforementioned items. Any such charge for additional electricity shall be paid by Network in monthly installments or at Board's option, upon demand.

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

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

ARTICLE VIII

DONATION OF IMPROVEMENTS AND TITLE TO IMPROVEMENTS

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

Section 8.2 - Transfer of Ownership. Upon fulfillment of the conditions set forth in Section 7.1 hereof, the Improvements shall be donated to and title and ownership to said Improvements shall be transferred to and shall become owned by Board. Said donation shall occur concurrently with final fulfillment of the conditions set forth in Section 8.1, and, upon said donation, Network shall have no further responsibilities, obligations or liabilities with regard to the Improvements, Premises or the Work except as otherwise specifically set forth in this Agreement. Network shall bear the risk of loss with respect to the Improvements until acceptance of the donation by the LSU Representative. Furthermore, prior to such donation, Network shall obtain guarantees and warranties from the Contractor or Contractors and suppliers of equipment, which guarantees and warranties shall be assigned to and shall run in favor of Board upon the donation of the Improvements, provided, however, Network itself shall make no warranty as to the condition of the Work. To the extent that such terms are available on commercially reasonable terms, guarantees and warranties for the construction and completion of the Improvements shall run from the later of (1) the fulfillment of the conditions set forth in Section 8.1 and this Section 8.2, or (2) the full execution of the donation of the Improvements from the Network to Board or

(3) occupancy for the purposes set forth herein (the “Warranty Commencement Date”), which warranties shall include but not be limited to the following items and periods if available:

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

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

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

Section 8.4 - Termination of Agreement by Board. Notwithstanding anything contained in this Agreement, at all times Board shall have the absolute right to terminate this Agreement twelve (12) months prior written notice to Network. Upon such termination either Board shall take title to the Improvements, or Board, at its option, may require Network to transfer all of its right, title and interest in this Agreement, in any funds dedicated to complete the construction of the Improvements (subject to applicable donor restrictions and the terms of any valid and perfected liens, pledges and other security interests) and in the Improvements already constructed, to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390, which is acceptable to Board, and which accepts the obligations of the Network hereunder.

ARTICLE IX **INDEMNIFICATION**

Section 9.1 - Indemnification by Network. Network, for itself and for its successors, assigns, agents, contractors, employees, invitees, customers and licensees, agrees to indemnify, defend and to hold Board harmless against any loss for damages or injuries that may be suffered by Board or by any person, including but not limited to Network’s agents, contractors, employees, invitees and licensees, and for any loss for damages or injuries suffered to or by the Premises or the LSUHSC-NO Dental School Campus, to the extent such loss arises out of or is related to the Work or Network's occupancy or use of the Premises, the Ground Parking Lot or the LSUHSC-NO Dental School Campus, or to Network's or Network Subsidiary, successors, assigns, agents, contractors, employees, invitees, customers, or licensees, except to the extent caused by acts or omissions by Board's members, officers and employees unless said Board, members, officers and employees are acting at the direction or request of the Network, and Network agrees to defend Board with an attorney of Board’s choice in any legal action against it and pay in full and satisfy any claims, demands or judgments made or rendered against Board, and to reimburse Board for any legal expenses, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder, and repair any damages to the Premises, the Ground Parking Lot, or to the LSUHSC-NO Dental School Campus.

Section 9.2 - Indemnification by Board. To the extent allowed by Applicable Laws, Board, agrees to indemnify, defend and hold Network and Network Subsidiary harmless against any loss for damages or injuries that may be suffered by Network or by any person including but

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

ARTICLE X **TERM**

Section 10.1 - Term. This Agreement shall remain in full force and effect for an Initial Term of five (5) years, beginning on the Effective Date and shall be automatically renewed for successive additional one (1) year term(s) unless either party gives twelve (12) months advance written notice to the other of its intent not to renew.

ARTICLE XI **NOTICES**

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

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

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

With copies to: LSU Health Sciences Center New Orleans
Attention: Assistant
Vice Chancellor for Property and Facilities Management
433 Bolivar Street, Suite 803
New Orleans, Louisiana 70112
jdesla@lsuhsc.edu

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

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

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

ARTICLE XII **NETWORK DEFAULT**

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

- A.) Failure to Timely Commence or Complete.** Failure of Network to commence and/or complete the Work as set forth in this Agreement, within the time frame allowed, unless such time period has been mutually extended in writing by the LSU Representative and Network unless such failure was caused by a Force Majeure, and which failure has continued for a period of thirty (30) days after receipt of written notice from the LSU Representative specifying such failure and requesting that it be remedied; or
- B.) Breach of Agreement Covenants.** Failure of Network to observe or perform any other covenant, condition or obligation upon its part to be observed or performed under this Agreement for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied; or
- C.) Taking of Improvements.** The taking by execution of the Improvements for the benefit of any person or entity other than Board; or
- D.) Involuntary Bankruptcy.** A court having jurisdiction shall enter an order for relief in any involuntary case commenced against Network, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction in the premises appointing a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar

official of or for Network or any substantial part of the properties of Network or ordering the winding up or liquidation of the affairs of Network, and the continuance of any such decree or order not stayed and in effect for a period of ninety (90) consecutive days; or

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

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

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

ARTICLE XIII **BOARD DEFAULT**

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

ARTICLE XIV
FORCE MAJEURE

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

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

ARTICLE XV
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 15.14 – Ownership. All plans, diagrams, blueprints, records, reports, documents, and other material delivered or transmitted to Network by Board shall remain the property of Board, and shall be returned by Network to Board, at Network’s expense, upon demand from Board.

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

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

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

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

Section 15.19 - Terminology. Unless the context of this Agreement clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations, partnerships, limited liability companies, trusts, and all other entities of every kind and character, (b) the singular shall include the plural wherever and as often as may be

appropriate; (c) the word “includes” or “including” shall mean “including without limitation;” (d) the words “hereof,” “herein,” “hereunder,” and similar terms in this Agreement shall refer to this Agreement as a whole and not to any particular section or article in which such words appear unless specifically stated. The section, article and other headings in this Agreement are for reference purposes and shall not control or affect the renovation of this Agreement or the interpretation hereof in any respect. Article, section and subsection and exhibit references are to this Agreement unless otherwise specified. All exhibits attached to this Agreement constitute a part of this Agreement and are incorporated herein. All references to a specific time of day in this Agreement shall be based upon Central Standard Time (or the other standard of measuring time then in effect in New Orleans, Louisiana).

Section 15.20 – Drafting of Agreement. The Parties agree that the terms and conditions of this Agreement are the result of arm’s length negotiations between the Parties and/or their counsel. Neither Party shall be considered the drafter of the Agreement or any provision hereof for the purpose of any statute, jurisprudential rule, or rule of contractual interpretation or construction that might cause any provision to be construed against the drafter.

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

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

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

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

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

(Signatures on Following Page.)

WITNESSES:

Print Name: _____

Print Name: _____

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

By: _____
William Tate, IV, President
Louisiana State University

WITNESSES:

Print Name: _____

Print Name: _____

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

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

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGMENT

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

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

WITNESSES:

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

Print Name: _____

By: _____
William Tate, IV, President
Louisiana State University

Print Name: _____

NOTARY

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

STATE OF LOUISIANA

PARISH OF ORLEANS

ACKNOWLEDGMENT

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

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

WITNESSES:

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

Print Name: _____

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

Print Name: _____

NOTARY

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

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

BY AND BETWEEN

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

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

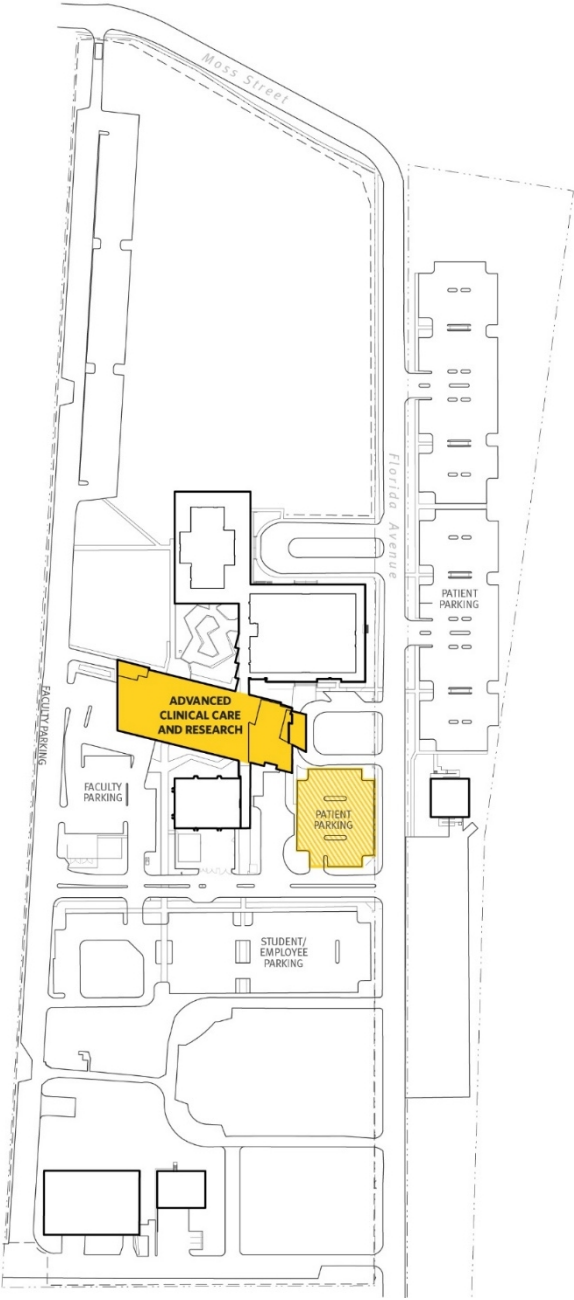
EXHIBIT A - Resolution of the Board of Supervisors of the Louisiana State University and Agricultural and Mechanical College

EXHIBIT B - Resolution of the Louisiana State University School of Medicine in New Orleans Faculty Group Practice d/b/a LSU Healthcare Network

EXHIBIT C - Description of the Property- Site Plan of LSUHSC-NO Dental School Campus, Ground Parking Lot, and premise available for Network's use

**EXHIBIT C
TO LEASE AGREEMENT
(STATE ID# 27360)
SITE PLAN**

ADVANCED CLINICAL CARE AND RESEARCH BUILDING Located on the City Park
Campus of LSU Health New Orleans: 1100 Florida Avenue, New Orleans, LA 70119



Leased space

8,581 square feet of leased space located on the second floor of the Advanced Clinical Care and Research Building



BREAKEVEN ANALYSIS

LSU Dental School ASC Year 1

Avg. Cases Per Day 2

Source of Revenue	Income
Medicaid facility fee \$700 x Avg cases per day x 250 days	350,000
Other cases	0
Misc	0
Total	350,000

Expenses	Cost
Salaries (Includes Benefits)	\$523,111
Supplies (includes surgery and anes. Supplies)	\$288,000
Repairs & Maintenance	\$0
Billing and collections (5%)	\$17,500
Management	\$40,000
Accounting And Legal	\$0
Waste Disposal	\$21,600
Utilities	\$5,000
Insurance	\$45,000
Other (Specify)	
Miscellaneous Expenses	\$5,000
Total	\$945,211

	Income	\$350,000
	Expenses	\$945,211
	Net	-\$595,211
	LSU Building Expenses	-\$300,335
	Net income/Loss after LSU Contributions	-\$895,546

BREAKEVEN ANALYSIS

LSU Dental School ASC Year 2

Avg. Cases Per Day 4

Source of Revenue	Income
Medicaid facility fee \$700 x Avg cases per day x 250 days	700,000
Other cases	0
Misc	0
Total	700,000

Expenses	Cost
Salaries (Includes Benefits)	\$538,805
Supplies (includes surgery and anes. Supplies)	\$296,640
Repairs & Maintenance	\$0
Billing and collections (5%)	\$35,000
Management	\$40,000
Accounting And Legal	\$0
Waste Disposal	\$22,248
Utilities	\$5,150
Insurance	\$46,350
Other (Specify)	
Miscellaneous Expenses	\$5,150
Total	\$989,343

Income	\$700,000
Expenses	\$989,343
Net	-\$289,343
LSU Building Expenses	-\$300,335
Net income/Loss after LSU Contributions	-\$589,678

BREAKEVEN ANALYSIS

LSU Dental School ASC

Year 3

Avg. Cases Per Day

6

Source of Revenue	Income
Medicaid facility fee \$700 x Avg cases per day x 250 days	1,050,000
Other cases	0
Misc	0
Total	1,050,000

Expenses	Cost
Salaries (Includes Benefits)	\$554,969
Supplies (includes surgery and anes. Supplies)	\$305,539
Repairs & Maintenance	\$0
Billing and collections (5%)	\$52,500
Management	\$40,000
Accounting And Legal	\$0
Waste Disposal	\$22,248
Utilities	\$5,305
Insurance	\$47,741
Other (Specify)	
Miscellaneous Expenses	\$5,305
Total	\$1,033,606

Income	\$1,050,000
Expenses	\$1,033,606
Net	\$16,394
LSU Building Expenses	-\$300,335
Net income/Loss after LSU Contributions	-\$283,941

BREAKEVEN ANALYSIS

LSU Dental School ASC Year 4 +

Avg. Cases Per Day 7

Source of Revenue	Income
Medicaid facility fee \$700 x Avg cases per day x 250 days	1,225,000
Other cases	0
Misc	0
Total	1,225,000

Expenses	Cost
Salaries (Includes Benefits)	\$571,618
Supplies (includes surgery and anes. Supplies)	\$314,705
Repairs & Maintenance	\$0
Billing and collections (5%)	\$61,250
Management	\$40,000
Accounting And Legal	\$0
Waste Disposal	\$22,915
Utilities	\$5,464
Insurance	\$49,173
Other (Specify)	
Miscellaneous Expenses	\$5,464
Total	\$1,070,589

Income	\$1,225,000
Expenses	\$1,070,589
Net	\$154,411
LSU Building Expenses	-\$300,335
Net income/Loss after LSU Contributions	-\$145,924



Board of Supervisors

Request from LSUHSC-NO authorize a Cooperative Endeavor and Lease Agreement with LSU Healthcare Network for an Ambulatory Surgery Center

Date: September 8, 2023

1. Bylaw Citation

Pursuant to Article VII, Section 1

E. Lease of Immovable Property

2. Summary of Matter

The LSU Health Sciences Center - New Orleans (LSUHSC-NO) proposes to enter into a Cooperative Endeavor and Lease Agreement (Agreement) with the Louisiana State University School of Medicine in New Orleans Faculty Group Practice ("Network"), a private Louisiana Non-Profit Organization for portions of the Dental School Annex Building. The purpose of the agreement is to provide space to the Network in which the Network will establish a subsidiary organization for purposes of owning and managing an Ambulatory Surgery Center previously constructed by the LSUHSC-NO and to operate a facility that will provide ambulatory surgery services to patients, including the underserved Medicaid population.

To further the educational mission of LSUHSC-NO and to assist LSUHSC-NO in supplementing its existing clinical training sites, the network desires to use a currently unutilized Ambulatory Surgery Center (ASC) on the LSUHSC-NO Dental School Campus for the benefit of the students, staff, and faculty of LSUHSC-NO and other community patients. The LSU Healthcare Network (Network) is an affiliated entity of the LSU Health Sciences Center functioning as a Faculty Group Practice that provides general support for its mission, including funding for faculty salaries and clinical sites for resident training.

Use of such a facility will be of great benefit to LSUHSC-NO and to LSU because such space will provide training sites for LSUHSC-NO students and will provide faculty, staff, and students of LSUHSC-NO with access to surgical care on campus.

Because the facilities being utilized by the network under the proposed CEA will be used partially to provide services to private patients and partially to advance the mission of LSUHSC-NO, which includes ensuring that Medicaid patients have access to high quality medical care, the agreement is being structured as a Cooperative Endeavor Agreement ("CEA"). Part of the value that the network is providing comes in the form of advancing the LSUHSC-NO mission by providing services to the public, rather than a direct monetary payment to LSUHSC-NO. In addition, the network will be providing one million dollars (\$1 million) in startup capital to hire staff during ramp-up, when the ASC is anticipated to operate at a net loss.

This CEA structure will simplify the contractual arrangement between LSUHSC-NO and the Network regarding use of the Dental School ASC. Currently, this ASC is vacant, under the CEA arrangement, the network will provide the staffing, operational services, and billing expertise for use of the facility. The LSUHSC will provide the space and equipment needed to support surgical services at the site.

3. Review of Business Plan

The Ambulatory Surgery Center will allow the Network to provide additional medical services to the public in furtherance of the academic and community service missions of LSUHSC-NO as well as expand access to a surgical facility in the mid-city area, which is a currently underserved community for surgical care.

Procedures within this ASC would be limited to oral surgery during the first phase of this partnership with the potential to add additional specialties in future phases of the project. These specialties would include, but not be limited to, ophthalmology, gastroenterology, plastic surgery, and orthopedic procedures.

The Louisiana Department of Health (LDH) has agreed to increase its facility reimbursement for eligible surgical procedures at an LSU owned or operated ASC at an increased all-inclusive rate. The network already is reimbursed at the published enhanced LSU rate for anesthesiology and professional services. These enhanced reimbursements will allow this ACS to be financially viable while serving the Medicaid Population.

Initial review indicates that the space into which the network is currently desirous of using is largely ready for occupancy, needing only minor cosmetic changes and renovation to be within licensing and health and safety requirements. Any renovations will be performed with approval by LSUHSC-NO facilities management and in keeping with the UAA and the network's procurement policies.

4. Fiscal Impact

The network maintains independent insurance coverage, which is not through the State of Louisiana or the Office of Risk Management.

The network currently maintains liability insurance on its leased facilities and will include this ambulatory clinic in its property and casualty insurance.

Capital improvements in the facilities made by either party of the CEA will revert to LSUHSC-NO ownership upon termination of the CEA.

5. Description of Competitive Process

Not Applicable.

6. Review of Legal Documents

Appropriate legal documents have been reviewed by LSUHSC-NO and the Network Lead Counsel.

7. Parties of Interest

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, LSU Health Sciences Center – New Orleans (“LSUHSC-NO”)

LSU Healthcare Network (“Network”)

LSU School of Dentistry.

8. Related Transactions

The network will contract with a suitable vendor to initiate licensing, manage the facility, and handle the facility (non-professional) portion of the billing.

9. Conflicts of Interest

None.

10. Attachments

1. Transmittal Letter
2. Draft CEA and Lease

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 designee to execute a lease with the Louisiana State University School of Medicine in New Orleans Faculty Group Practice, a Louisiana non-profit organization, to occupy space in the LSU School of Dentistry with such lease to contain such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.



Board of Supervisors

Request from LSUHSC-NO to authorize the First Amendment to the Lease Agreement with the Louisiana Cancer Research Center for additional leased space

Date: September 8, 2023

1. Bylaw Citation

Pursuant to Article VII, Section 1

E. Lease of Immovable Property

2. Summary of Matter

The LSU Health Sciences Center – New Orleans (LSUHSC-NO) proposes to enter into the First Amendment to the Lease Agreement with the Louisiana Cancer Research Center (LCRC) for additional leased space for use as office and laboratory space. The property is located at 1710 Tulane Avenue, New Orleans, LA 70112 and is adjacent to the LSUHSC-NO campus. The term of the lease agreement remains the same, July 1, 2018 – June 30, 2030, and all other terms and conditions remain the same.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

The first amendment retains the same financial obligations as the lease.

5. Description of Competitive Process

Not Applicable.

6. Review of Legal Documents

Appropriate legal documents have been reviewed by LSUHSC-NO and the LCRC.

7. Parties of Interest

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

Louisiana Cancer Research Center

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. Transmittal Letter
2. First Amendment to the lease agreement

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 designee to execute the First Amendment to the Lease Agreement with the Louisiana Cancer Research Center to lease additional space, with such lease to contain such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.



OFFICE OF THE CHANCELLOR

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

September 8, 2023

Dr. William F. Tate, IV
President
LSU System Office
3810 West Lakeshore Drive, Room 107
Baton Rouge, LA 70808

Dear Dr. Tate,

In accordance with the rules established by Article VII, Section 1 E, I am submitting a request for approval of the first amendment to the Lease Agreement with the Louisiana Cancer Research Center (LCRC).

The LSU Health Sciences Center – New Orleans (LSUHSC-NO) desires to enter into a first amendment of the Agreement between the LSU Board of Supervisors (Board) and the LCRC to lease additional space in the LCRC building for use as office and laboratory space. The lease amounts shall continue to be based on LSUHSC-NO's share of rentable square feet, in comparison to the total rental square footage of the building.

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

Respectfully yours,

A handwritten signature in blue ink that reads "Steve Nelson".

Steve Nelson, MD

Interim Chancellor

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN LOUISIANA CANCER RESEARCH
CENTER AND LSU HEALTH SCIENCE CENTER NEW ORLEANS**

This First Amendment to the lease agreement is by and between the Louisiana Cancer Research Center (LCRC) and Louisiana State University Health Science Center New Orleans (LSUHSCNO)

WHEREAS, Louisiana Cancer Research Center (LCRC) and Louisiana State University Health Science Center New Orleans (LSUHSCNO) have entered into a lease agreement dated July 1, 2018, whereby LCRC has leased certain areas of the Louisiana Cancer Research Center building to LSUHSCNO, as described in Exhibits B & C in said Lease Agreement;

WHEREAS, LSUHSCNO agreed to lease additional space and the LCRC governance board agreed to allocate additional space as authorized in Section 3J of the Lease Agreement and described in the Amended Exhibits B and C in this first amendment and replacing the previous exhibits in the Lease Agreement;

The leased space is updated effective March 1, 2023 and the Amended Exhibits B and C reflect the amended leased space. The Terms of the Lease Agreement remain the same, July 1, 2018-June 30, 2030 and all other terms and conditions remain the same.

WITNESSES:

Print Name: _____

Print Name: _____

WITNESSES:

Print Name: _____

Print Name: _____

**BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE (“Lessee”)**

By: _____
William Tate, IV, President
Louisiana State University

Date: _____

**LOUISIANA Cancer Research Center of L.S.U.
Health Sciences Center in New Orleans/Tulane
Health Sciences Center (“LCRC”)**

By: _____
Sven Davisson, Chief Administrative Officer

Date: _____

AMENDED EXHIBIT B

Figure 1. First Floor of the Louisiana Cancer Research Center with Lease Space Highlighted

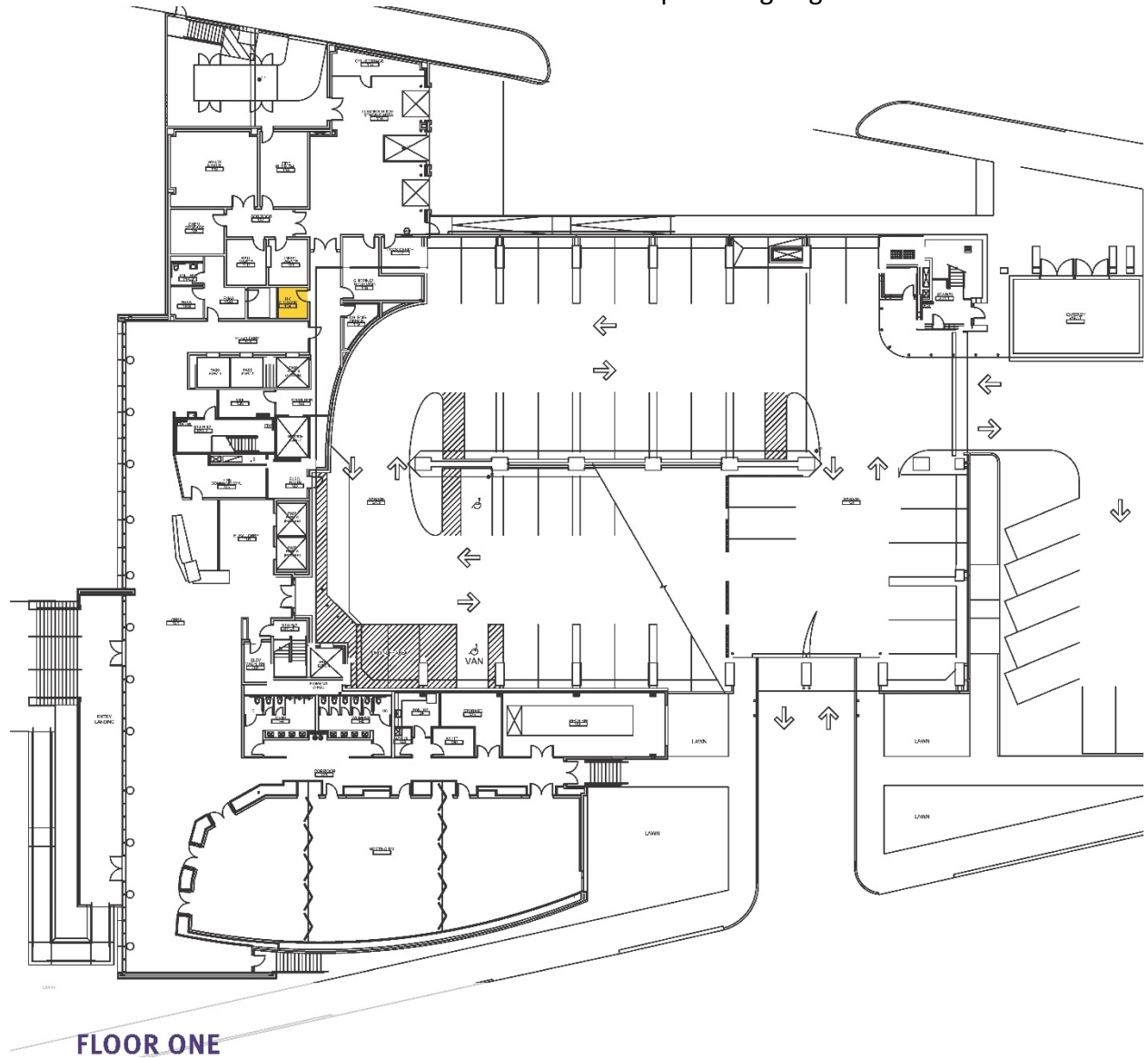
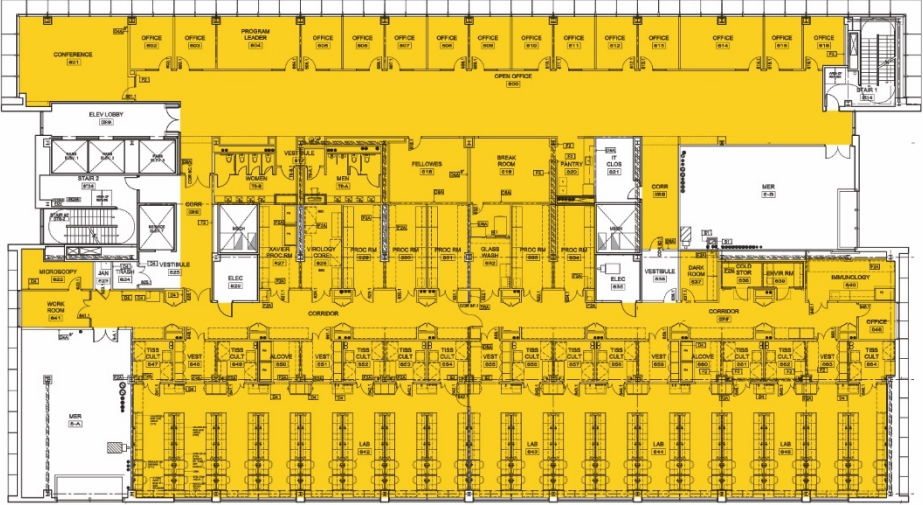


Figure 2. Fifth Floor of the Louisiana Cancer Research Center with Lease Space Highlighted



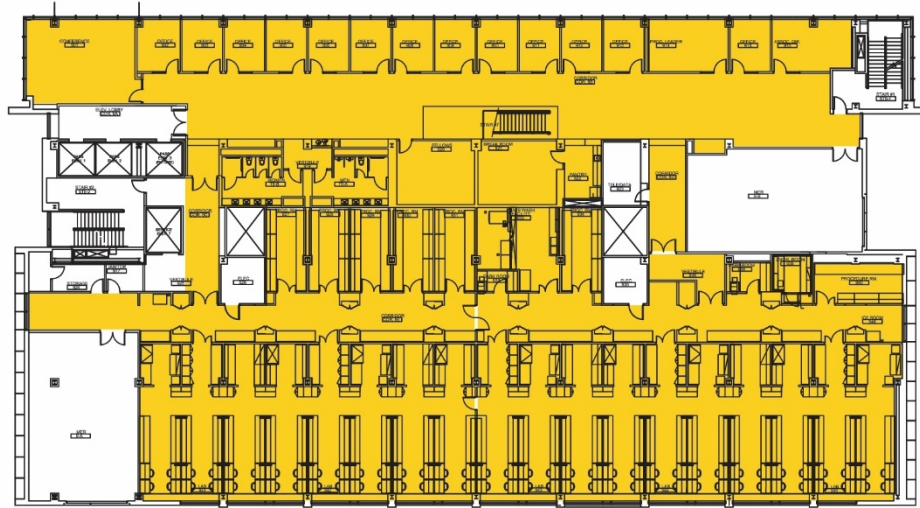
FLOOR FIVE

Figure 3. Sixth Floor of the Louisiana Cancer Research Center with Lease Space Highlighted- have to confirm space



FLOOR SIX

Figure 4. Ninth Floor of the Louisiana Cancer Research Center with Lease Space Highlighted



FLOOR NINE

Figure 5. Tenth Floor of the Louisiana Cancer Research Center with Lease Space Highlighted



FLOOR TEN

AMENDED EXHIBIT C

LSUHSC Space Allocation

LSU Space Allocation	Research		Schedule A	Schedule B	Schedule C	TOTAL
	Bench	Clinical	Subtotal Research	Clinician Offices	Vivarium	
Research Space/non-common useable					10,141	10,141
Clinical Trials Support (5th Floor)	26,477	2,837	29,314	1,275		30,589
Floor Common	9,289	1,083	10,372	1,393		11,765
Adjusted	35,766	3,920	39,686	2,668	10,141	52,495
Allocation of Building Common	8,487	1,075	9,562	488	2,406	12,456
Total Leasable SF	44,253	4,995	49,248	3,156	12,547	64,951



Board of Supervisors

Request for Approval of the FY 2024-2025 Five-Year Capital Outlay Budget Request and First Year Prioritized List for Louisiana State University

Date: September 8, 2023

1. Bylaw Citation

Pursuant to Article VII, Section 2

- A. Board approval of any capital outlay request or item, or approval of an operating budget, shall not be considered direct or indirect approval of any program or action, or authority to anyone to proceed in undertaking such matter, unless such matter relating to an approved capital outlay is separately and expressly approved by the Board after full compliance, review, and specific approval by the Board or President.
- B. Capital outlay prioritization must be approved by the Board or by the Executive Committee.

2. Summary of Matter

The Division of Administration requires that annual Capital Outlay Budget Requests, which includes projects proposed to be undertaken within the next five years, be submitted no later than November 1st. Proposed projects will renovate, repair and construct facilities and infrastructure to meet the needs of teaching, research, service, and health care programs of Louisiana State University.

3. Review of Business Plan

To be submitted and reviewed for revenue bond projects.

4. Fiscal Impact

Operation and maintenance cost will increase with new construction projects, deferred maintenance and utility costs will decrease with renovation projects.

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

Campus Capital Outlay Projects Forms and 5-Year Plans are in order.

7. Parties of Interest

None.

8. Related Transactions

Where Applicable and when appropriate, auxiliary revenue bonds documents will be provided to the Board for consideration.

9. Conflicts of Interest

None.

10. Attachments

1. 5-Year Plans
2. First Year Prioritized Project List

RESOLUTION

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

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

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

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, SG)	Previous Funding	FY 2024-25 (Year 1)	FY 2025-26 (Year 2)	FY 2026-27 (Year 3)	FY 2027-28 (Year 4)	FY 2028-29 (Year 5)	Total
1	C	LSU A&M	Science - Strategic Capital Plan Repairs and Upgrades - Food Science Renovation, New Science Building, Infrastructure and Utilities, Planning and Construction	SG/GOB	\$54,300,000	\$51,850,000	\$41,850,000	\$0	\$0	\$0	\$148,000,000
2	C	LSU A&M	Strategic Capital Plan – Deferred Maintenance for Infrastructure, Renovations and Streets	GOB	\$5,500,000	\$19,046,176	\$20,000,000	\$0	\$0	\$0	\$44,546,176
3	N	LSU A&M	Louisiana State University Library Learning Center	GOB	\$2,000,000	\$8,254,349	\$76,500,000	\$68,000,000	\$0	\$0	\$154,754,349
4	N	LSU A&M	Military and Security Sciences Renovations	GOB	\$1,000,000	\$22,000,000	\$0	\$0	\$0	\$0	\$23,000,000
5	E	LSU A&M	Julian T. White Hall Emergency Exterior Repairs	GOB	\$0	\$8,000,000	\$0	\$0	\$0	\$0	\$8,000,000
6	N	LSU A&M	Construction Management Building	GOB	\$0	\$3,000,000	\$30,000,000	\$57,000,000	\$0	\$0	\$90,000,000
7	C	LSU A&M	Historic Core – Strategic Capital Plan Repairs and Upgrades (\$2M is prev. authority only)	SG/GOB	\$2,000,000	\$4,000,000	\$12,250,000	\$12,250,000	\$12,250,000	\$12,250,000	\$55,000,000
8	C	LSU A&M	Veterinary Medicine Facilities Repairs	SG/GOB	\$27,000,000	\$13,000,000	\$0	\$0	\$0	\$0	\$40,000,000
9	N	LSU A&M	University Lab School - STEAM Building	GOB	\$0	\$3,400,000	\$30,600,000	\$0	\$0	\$0	\$34,000,000
10	N	LSU A&M	Foster Hall Renovation	GOB	\$0	\$3,000,000	\$15,000,000	\$12,000,000	\$0	\$0	\$30,000,000
11	N	LSU A&M	Vet Med: Equine Center	SG/GOB	\$0	\$2,500,000	\$20,000,000	\$20,000,000	\$0	\$0	\$42,500,000
12	N	LSU A&M	Research Operations and Academic Remote Storage	GOB	\$0	\$0	\$1,300,000	\$11,700,000	\$0	\$0	\$13,000,000
13	N	LSU A&M	LSU Library Demolition & Quad Restoration	GOB	\$0	\$0	\$1,200,000	\$10,300,000	\$0	\$0	\$11,500,000
14	N	LSU A&M	Utilities, Infrastructure and Street Improvements	GOB	\$0	\$0	\$4,000,000	\$18,000,000	\$18,000,000	\$0	\$40,000,000
15	N	LSU A&M	LSU Exterior Repairs, Various Buildings	GOB	\$0	\$0	\$3,000,000	\$3,000,000	\$3,000,000	\$0	\$9,000,000
											\$0
				Total	\$91,800,000	\$138,050,525	\$255,700,000	\$212,250,000	\$33,250,000	\$12,250,000	\$743,300,525

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2024-25 (Year 1)	FY 2025-26 (Year 2)	FY 2026-27 (Year 3)	FY 2027-28 (Year 4)	FY 2028-29 (Year 5)	Total
1	C	LSUA	Student Success Center	SG/GOB	\$7,000,000	\$14,900,000	\$0	\$0	\$0	\$0	\$21,900,000
2	C	LSUA	Downtown Health Services Education Center	SB/GOB	\$10,900,000	\$10,000,000	\$20,000,000	\$0	\$0	\$0	\$40,900,000
3	E	LSUA	Campus Wide Direct Digital HVAC Control System	GOB	\$0	\$498,000	\$498,000	\$0	\$0	\$0	\$996,000
4	N	LSUA	Bolton Library Repairs	GOB	\$0	\$2,562,750	\$2,850,000	\$0	\$0	\$0	\$5,412,750
5	N	LSUA	Fitness Center Exterior Project	GOB	\$0	\$0	\$300,000	\$0	\$0	\$0	\$300,000
6	N	LSUA	Water System Equipment Replacement	GOB	\$0	\$0	\$210,000	\$0	\$0	\$0	\$210,000
8	N	LSUA	Business and Education Building	GOB	\$0	\$0	\$1,421,000	\$0	\$0	\$0	\$1,421,000
											\$0
				Total	\$10,900,000	\$13,060,750	\$25,279,000	\$0	\$0	\$0	\$49,239,750

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2024-25 (Year 1)	FY 2025-26 (Year 2)	FY 2026-27 (Year 3)	FY 2027-28 (Year 4)	FY 2028-29 (Year5)	Total
1	C-1	LSUE	STEAM Innovation Center Construction - Phase I	G.O. /SG	\$1,000,000	\$10,000,000	\$21,000,000			\$0	\$32,000,000
2	C-2	LSUE	Athletic Complex Facility	G.O. /SG	\$3,500,000	\$9,000,000	\$7,400,000	\$0	\$0		\$19,900,000
3	C-3	LSUE	Manuel Hall Exterior Wall & Roof Repair	G.O.	\$2,760,000	\$0					\$2,760,000
4	E-1	LSUE	Energy Management System Replacement	G.O.	\$0	\$1,250,000	\$0	\$0	\$0		\$1,250,000
5	E-2	LSUE	Library Elevator	G.O.	\$0		\$750,000	\$0	\$0		\$750,000
6	E-3	LSUE	Electrical Loop System Replacement	G.O.	\$0	\$0	\$7,339,000	\$0	\$0		\$7,339,000
7	N-1	LSUE	STEAM Innovation Center Renovation Phase II	G.O. /SG	\$0	\$0	\$0	\$1,200,000	\$10,000,000	\$8,800,000	\$20,000,000
8	N-2	LSUE	Athletic Complex Phase II	G.O. /SG			\$0	\$1,000,000	\$2,500,000	\$2,500,000	\$6,000,000
9	N-3	LSUE	Athletic Complex Phase III	G.O./SG						\$1,000,000	\$1,000,000
											\$0
Total					\$7,260,000	\$20,250,000	\$36,489,000	\$2,200,000	\$12,500,000	\$12,300,000	\$90,999,000

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2024-25 (Year 1)	FY 2025-26 (Year 2)	FY 2025-26 (Year 3)	FY 2026-27 (Year 4)	FY 2027-28 (Year 5)	Total
1	E	LSUS	Building Exterior Walls and Bridge Replacement	GOB	\$415,979	\$3,094,021					\$3,510,000
2	E	LSUS	High Voltage Grid system Replacement	GOB		\$2,000,000	\$2,000,000				\$4,000,000
3	N	LSUS	HPE Renovation - Student Recreational Facility	GOB	\$0	\$2,700,000	\$2,700,000	\$2,100,000			\$7,500,000
4	N	LSUS	Central Plant Chiller #3 and Cooling Tower #3 and #2	GOB	\$0	\$91,000	\$990,000				\$1,081,000
5	N	LSUS	Technology Center Roof Replacement	GOB	\$0	\$920,000					\$920,000
6	N	LSUS	HPE Air Handlers Replacement 1,2,6, & 7	GOB	\$0	\$1,160,000					\$1,160,000
7	N	LSUS	Business Education Roof Replacement	GOB	\$0	\$1,045,000					\$1,045,000
8	N	LSUS	Science Building Roof Replacement	GOB	\$0		\$85,000	\$1,500,000			\$1,585,000
9	N	LSUS	Administration Building Roof Replacement	GOB	\$0		\$95,000	\$1,100,000			\$1,195,000
10	N	LSUS	Bronson Hall Roof Replacement	GOB	\$0		\$95,000	\$1,016,500			\$1,111,500
11	N	LSUS	Campus Ring Road Concrete Repair & Sealing	GOB	\$0			\$356,500			\$356,500
12	N	LSUS	Bronson Hall Air Handlers Replacement 1, 2, 3, 4, & 5	GOB	\$0			\$94,500	\$525,000	\$525,000	\$1,144,500
13	N	LSUS	Campus Elevator Modernization	GOB	\$0			\$810,000	\$1,000,000		\$1,810,000
14	N	LSUS	Science Building Renovation & Lab Modernization	GOB	\$0			\$1,704,500	\$1,268,000	\$2,000,000	\$4,972,500
15	N	LSUS	Campus Wide HVAC and Humidity Control Modernization	GOB	\$0			\$800,000	\$800,000	\$800,000	\$2,400,000
16	N	LSUS	ADA Accessibility Compliance Upgrades	GOB	\$0			\$760,000			\$760,000
17	N	LSUS	Campus Wide Safety/Security Improvements	GOB	\$0			\$850,000			\$850,000
18	N	LSUS	Business and Education Building Renovation	GOB	\$0			\$1,100,000	\$1,000,000	\$2,390,000	\$4,490,000
19	N	LSUS	Bronson Hall Building Renovation	GOB	\$0			\$1,100,000	\$1,000,000	\$2,800,000	\$4,900,000
20	N	LSUS	HPE Renovation and Safety Compliance	GOB	\$0			\$1,300,900	\$1,000,000	\$2,000,000	\$4,300,900
21	N	LSUS	Business Continuity Disaster Recovery Equipment	GOB	\$0				\$1,346,160		\$1,346,160
22	N	LSUS	Campus Wide Energy Conservation Initiatives	GOB	\$0				\$3,094,400		\$3,094,400
Total					\$0	\$7,916,000	\$5,965,000	\$14,592,900	\$11,033,560	\$10,515,000	\$53,532,460

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2024-25 (Year 1)	FY 2025-26 (Year 2)	FY 2027-28 (Year 3)	FY 2027-28 (Year 4)	FY 2028-29 (Year 5)	Total
1	C	HSCNO	Medical Education Building Laboratory Renovation	SG/GOB	\$34,000,000	\$60,000,000	\$20,000,000	\$0	\$0	\$0	\$114,000,000
2	C	HSCNO	Facility Renovation - Dental School Simulation Facility	SG/GOB	\$8,000,000	\$30,000,000	\$24,400,000				\$62,400,000
3	C	HSCNO	Campus Stormwater Infrastructure	GOB	\$3,900,000	\$3,000,000	\$6,000,000	\$5,100,000	\$0	\$0	\$18,000,000
4	C	HSCNO	Center for Advanced Learning and Simulation Infrastructure and Equipment	GOB	\$2,800,000	\$10,200,000	\$12,000,000	\$5,000,000	\$0	\$0	\$30,000,000
5	N	HSCNO	School of Nursing Renovation & Waterproofing	GOB	\$0	\$4,000,000	\$16,000,000	\$16,000,000	\$0	\$0	\$36,000,000
6	N	HSCNO	MEB 4th Floor Gross Anatomy Lab & Virtual Anatomy	SG	\$0	\$3,000,000	\$10,000,000	\$10,000,000	\$0	\$0	\$23,000,000
7	N	HSCNO	MEB Elevated Walkways Structural, ADA, and Circulation Improvements	SG	\$0	\$3,000,000	\$5,000,000	\$0	\$0	\$0	\$8,000,000
8	N	HSCNO	Student Success Center	GOB			\$3,000,000	\$3,000,000	\$3,000,000		\$9,000,000
											\$0
											\$0
				Total	\$14,700,000	\$53,200,000	\$76,400,000	\$39,100,000	\$3,000,000	\$0	\$186,400,000

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2024-25 (Year 1)	FY 2025-26 (Year 2)	FY 2026-27 (Year 3)	FY 2027-28 (Year 4)	FY 2028-29 (Year 5)	Total
1	N	HSCS	New Research Building, Planning and Construction (Caddo)	GOB, S/G	\$0	\$10,000,000	\$45,000,000	\$45,000,000			\$100,000,000
2	C	HSCS	Center for Medical Education & Wellness, Planning and Construction (Caddo)	GOB, S/G	\$75,896,021	\$3,103,979	\$0	\$0	\$0	\$0	\$79,000,000
3	C	HSCS	Gross Anatomy Lab Expansion and Modernization, Planning and Construction (Caddo)	GOB	\$2,125,000	\$375,000	\$0	\$0	\$0	\$0	\$2,500,000
4	E	HSCS	Comprehensive Emergency Water Supply Improvements, Planning and Construction (Caddo)	GOB	\$2,900,000	\$7,100,000	\$0	\$0	\$0	\$0	\$10,000,000
5	C	HSCS	Stonewall Animal Research and Training Facility	GOB	\$0	\$550,000	\$3,894,000	\$3,186,000			\$7,630,000
6	N	HSCS	Medical School 10th Floor B-Building HVAC Replacement, Planning and Construction (Caddo)	GOB	\$0	\$500,000	\$4,600,000	\$0	\$0	\$0	\$5,100,000
7	N	HSCS	Campus-wide Pavement Replacement, Planning and Construction (Caddo)	GOB	\$0	\$0	\$300,000	\$2,098,460	\$0	\$0	\$2,398,460
8	N	HSCS	North Campus Extension Improvements, Planning and Construction (Caddo)	GOB	\$0	\$250,000	\$1,250,000	\$0	\$0	\$0	\$1,500,000
											\$0
				Total	\$80,921,021	\$21,878,979	\$55,044,000	\$50,284,460	\$0	\$0	\$208,128,460

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2024-25 (Year 1)	FY 2025-26 (Year 2)	FY 2026-27 (Year 3)	FY 2027-28 (Year 4)	FY 2028-29 (Year 5)	Total
1	C	AgCenter	Dean Lee Tornado Damage	GOB	\$1,500,000	\$1,700,000					\$3,200,000
2	N	AgCenter	AgCenter and Veterinary Medicine Innovation Center	GOB	\$0	\$20,000,000	\$35,000,000	\$35,000,000	\$8,000,000	\$0	\$98,000,000
3	C	AgCenter	Food Innovation Center	SG/GOB	\$5,000,000	\$3,000,000					\$8,000,000
4	C	AgCenter	Animal and Food Science Facilities Renovations and Modernizations Phase 3, 4, 5	GOB	\$30,469,800	\$3,417,871	\$22,980,586	\$4,807,585	\$267,500		\$61,943,342
5	C	AgCenter	Renewable and Natural Resources Building Repairs	GOB	\$9,000,000	\$10,000,000	\$4,500,000				\$23,500,000
7	C	AgCenter	John M. Parker Agricultural Center & Livestock Show Barn Renovations and Repairs	SG/GOB	\$7,000,000	\$2,300,000	\$20,700,000				\$30,000,000
8	N	AgCenter	Martin D. Woodin Hall Renovations and Modernizations	GOB				\$4,952,000	\$7,648,000		\$12,600,000
9	N	AgCenter	Greenhouse Facilities Renovations - Gourrier Lane	GOB		\$0		\$400,000	\$4,000,000		\$4,400,000
10	N	AgCenter	Biological & Agricultural Engineering Bldg.	GOB		\$0	\$0	\$0	\$1,248,000	\$14,092,000	\$15,340,000
											\$0
Total					\$52,969,800	\$40,417,871	\$83,180,586	\$45,159,585	\$21,163,500	\$14,092,000	\$256,983,342

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2024-2025 (Year 1)	FY 2025-26 (Year 2)	FY 2026-27 (Year 3)	FY 2027-28 (Year 4)	FY 2028-29 (Year 5)	Total
1	N	HCSD	Lallie Kemp Clinic Building	S/G		\$4,350,000	\$0	\$0	\$0	\$0	\$4,350,000.00
2	N	HCSD	Lallie Kemp Main Entrance and ER Canopies	S/G		\$1,980,000	\$0	\$0	\$0	\$0	\$1,980,000.00
3	N	HCSD	Lallie Kemp Chiller and HVAC Replacment	GOB		\$548,000	\$0	\$0	\$0	\$0	\$548,000.00
4	N	HCSD	Admin. Business Office Roof Replacement	GOB		\$1,860,245	\$0	\$0	\$0	\$0	\$1,860,245.00
5	N	HCSD	Underground Plumbing, Sewer, and Storm Line Replacement	GOB		\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000.00
6											
Total					\$0	\$8,738,245	\$1,000,000	\$0	\$0	\$0	\$9,738,245

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2024-25 (Year 1)	FY 2025-26 (Year 2)	FY 2026-27 (Year 3)	FY 2027-28 (Year 4)	FY 2028-29 (Year 5)	Total
1	N	PBRC	Replacement of Underground Chilled Water & Hot Water Piping, Both Supply & Return	G.O.	\$0	\$4,030,016					\$4,030,016
2	N	PBRC	Site Safety and Building Equipment Replacements	G.O.	\$0	\$2,098,800					\$2,098,800
											\$0
											\$0
Total					\$0	\$6,128,816	\$0	\$0	\$0	\$0	\$6,128,816

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2024-25 (Year 1)	FY 2025-26 (Year 2)	FY 2026-27 (Year 3)	FY 2027-28 (Year 4)	FY 2028-29 (Year 5)	Total	
1	E	LSU BOS	Emergency Projects All Campuses	G.O.	\$0	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$0	\$24,000,000	
2	C	LSU BOS	Life Safety and ADA Compliance All Campuses	G.O.	\$0	\$2,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$0	\$20,000,000	
											\$0	
				Total	\$0	\$8,000,000	\$12,000,000	\$12,000,000	\$12,000,000	\$0	\$44,000,000	
TOTAL ALL CAMPUSES						\$258,550,821	\$317,641,186	\$551,057,586	\$375,586,945	\$92,947,060	\$49,157,000	\$1,648,450,598

LSU BOARD OF SUPERVISORS
FY 2024-2025 Capital Outlay
Recommendations in Priority Order

Updated September 8, 2023

Campus Priority	System Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2024-25 (Year 1)	FY 2025-26 (Year 2)	FY 2026-27 (Year 3)	FY 2027-28 (Year 4)	FY 2028-29 (Year 5)	Total
1	1	C	LSU	Science - Strategic Capital Plan Repairs and Upgrades - Food Science Renovation, New Science Building, Infrastructure and Utilities, Planning and Construction	SG/GOB	\$54,300,000	\$51,850,000	\$41,850,000	\$0	\$0	\$0	\$148,000,000
1	2	E	LSU BOS	Emergency Projects All Campuses	GOB	\$0	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$0	\$24,000,000
2	3	E	LSU BOS	Safety and Accessibility Improvements All Campuses	GOB	\$0	\$2,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$0	\$20,000,000
3	4	C	LSU	Louisiana State University Library Learning Commons	GOB	\$2,000,000	\$8,254,349	\$76,500,000	\$68,000,000	\$0	\$0	\$154,754,349
1	5	C	LSUE	STEAM Innovation Center Construction Phase I	GOB	\$1,000,000	\$10,000,000	\$21,000,000	\$0	\$0	\$0	\$32,000,000
2	6	N	HSCNO	Dental School Infrastructure Modernization and ADA Compliance	SG/GOB	\$8,000,000	\$30,000,000	\$24,400,000	\$0	\$0	\$0	\$62,400,000
1	7	C	HSCNO	Medical Education Building Laboratory Renovation and Supporting Infrastructure, Phase 1	SG	\$34,000,000	\$60,000,000	\$20,000,000	\$0	\$0	\$0	\$114,000,000
2	8	C	HSCS	Center for Medical Education & Wellness, Planning and Construction (Caddo) ¹	SG/GOB	\$75,896,021	\$3,103,979	\$0	\$0	\$0	\$0	\$79,000,000
1	9	C	LSUS	Building Exterior Walls and Bridge Replacement	GOB	\$415,979	\$3,094,021	\$0	\$0	\$0	\$0	\$3,510,000
2	10	N	AgCenter	AgCenter and Veterinary Medicine Innovation Center	GOB	\$0	\$20,000,000	\$35,000,000	\$35,000,000	\$8,000,000	\$0	\$98,000,000
5	11	E	LSU	Julian White Hall Emergency Exterior Repairs	GOB	\$0	\$8,000,000	\$0	\$0	\$0	\$0	\$8,000,000
6	12	N	LSU	Construction Management & Engineering Sciences Building	GOB	\$0	\$3,000,000	\$30,000,000	\$57,000,000	\$0	\$0	\$90,000,000
3	13	C	HSCNO	Campus Stormwater Infrastructure	SG/GFD	\$3,900,000	\$2,000,000	\$6,000,000	\$6,100,000	\$0	\$0	\$18,000,000
1	14	C	LSUA	Student Success Center	SG/GOB	\$7,000,000	\$14,900,000	\$0	\$0	\$0	\$0	\$21,900,000
4	15	E	HSCS	Comprehensive Emergency Water Supply Improvements, Planning and Construction (Caddo)	GOB	\$2,900,000	\$7,100,000	\$0	\$0	\$0	\$0	\$10,000,000
2	16	C	LSUA	Downtown Health Services Education Center	SG/GOB	\$10,900,000	\$10,000,000	\$20,000,000	\$0	\$0	\$0	\$40,900,000
3	17	C	HSCS	Gross Anatomy Lab Expansion and Modernization, Planning and Construction (Caddo)	GOB	\$2,125,000	\$375,000	\$0	\$0	\$0	\$0	\$2,500,000
2	18	C	LSU	Strategic Capital Plan – Deferred Maintenance for Infrastructure, Renovations and Streets	GOB	\$5,500,000	\$19,046,176	\$20,000,000	\$0	\$0	\$0	\$44,546,176
4	19	C	LSU	Military and Security Sciences Center	GOB	\$1,000,000	\$22,000,000	\$0	\$0	\$0	\$0	\$23,000,000
2	20	E	LSUS	High Voltage Grid System Replacement	GOB	\$0	\$2,000,000	\$2,000,000	\$0	\$0	\$0	\$4,000,000
	21	E	LSUE	Electrical Loop System Replacement	GOB	\$0	\$7,500,000	\$0	\$0	\$0	\$0	\$7,500,000
1	22	N	HCSD	Lallie Kemp Clinic Building	SG	\$0	\$4,350,000	\$0	\$0	\$0	\$0	\$4,350,000
2	23	N	HCSD	Lallie Kemp Main Entrance and ER Canopies	SG	\$0	\$1,980,000	\$0	\$0	\$0	\$0	\$1,980,000
4	24	C	HSCNO	Center for Advanced Learning and Simulation Infrastructure and Equipment	GOB	\$2,800,000	\$10,200,000	\$12,000,000	\$5,000,000	\$0	\$0	\$30,000,000
7	25	N	HSCNO	Elevated Walkways Structural and ADA Improvements	SG	\$0	\$3,000,000	\$5,000,000	\$0	\$0	\$0	\$8,000,000

LSU BOARD OF SUPERVISORS
FY 2024-2025 Capital Outlay
Recommendations in Priority Order

Updated September 8, 2023

Campus Priority	System Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2024-25 (Year 1)	FY 2025-26 (Year 2)	FY 2026-27 (Year 3)	FY 2027-28 (Year 4)	FY 2028-29 (Year 5)	Total
6	26	N	HSCS	Medical School 10th Floor B-Building HVAC Replacement (Caddo)	GOB	\$0	\$500,000	\$4,600,000	\$0	\$0	\$0	\$5,100,000
1	27	N	PBRC	Replacement of Underground Chilled Water & Hot Water Piping, Both Supply & Return	GOB	\$0	\$4,030,016	\$0	\$0	\$0	\$0	\$4,030,016
2	28	C	LSUE	Athletic Complex Facility, Planning and Construction	SG/GOB	\$3,500,000	\$9,400,000	\$7,400,000	\$0	\$0	\$0	\$20,300,000
11	29	N	LSU	Vet Med: Equine Center	SG/GOB	\$0	\$2,500,000	\$20,000,000	\$20,000,000	\$0	\$0	\$42,500,000
3	30	E	LSUE	Energy Management System Replacement	GOB	\$0	\$1,250,000	\$0	\$0	\$0	\$0	\$1,250,000
8	31	C	LSU	Veterinary Medicine Facilities Repairs	SG/GOB	\$27,000,000	\$13,000,000	\$0	\$0	\$0	\$0	\$40,000,000
5	32	N	HSCNO	School of Nursing Renovation and Waterproofing	GOB	\$0	\$4,000,000	\$16,000,000	\$16,000,000	\$0	\$0	\$36,000,000
7	33	C	LSU	Historic Core – Strategic Capital Plan Repairs and Upgrades	SG/GOB	\$2,000,000	\$4,000,000	\$12,250,000	\$12,250,000	\$12,250,000	\$12,250,000	\$55,000,000
3	34	N	HCSD	Lallie Kemp Chiller and HVAC Replacements	GOB	\$0	\$548,000	\$0	\$0	\$0	\$0	\$548,000
3	35	E	LSUA	Campus Wide Digital HVAC Control System	GOB	\$0	\$498,000	\$498,000	\$0	\$0	\$0	\$996,000
4	36	N	LSUS	Campus Infrastructure Repairs	GOB	\$0	\$3,011,000	\$6,990,000	\$0	\$0	\$0	\$10,001,000
2	37	N	PBRC	Site Safety and Building Equipment Replacements	GOB	\$0	\$2,098,800	\$0	\$0	\$0	\$0	\$2,098,800
6	38	N	HSCNO	MEB Gross Anatomy Lab & Virtual Anatomy Lab Renewable and Natural Resources Building Repairs,	SG	\$0	\$5,000,000	\$10,000,000	\$8,000,000	\$0	\$0	\$23,000,000
5	39	C	AgCenter	Planning and Construction	GOB	\$9,000,000	\$1,000,000	\$4,500,000	\$0	\$0	\$0	\$14,500,000
4	40	N	LSUA	Bolton Library Repairs	GOB	\$0	\$2,562,750	\$2,850,000	\$0	\$0	\$0	\$5,412,750
10	41	N	LSU	Foster Hall Renovation	GOB	\$0	\$3,000,000	\$15,000,000	\$12,000,000	\$0	\$0	\$30,000,000
4	42	C	LSUE	Manual Hall Exterior Wall and Roof Repair	GOB	\$2,760,000	\$0	\$0	\$0	\$0	\$0	\$2,760,000
3	43	C	AgCenter	Food Innovation Center	SG/GOB	\$5,000,000	\$3,000,000	\$0	\$0	\$0	\$0	\$8,000,000
12	44	N	LSU	Research Operations & Academic Remote Storage	GOB	\$0	\$0	\$1,300,000	\$11,700,000	\$0	\$0	\$13,000,000
1	45	N	HSCS	New Research Building	SG/GOB	\$0	\$10,000,000	\$45,000,000	\$45,000,000	\$0	\$0	\$100,000,000
6	46	C	AgCenter	John M. Parker Agricultural Center & Livestock Show Barn Renovations and Repairs	SG/GOB	\$7,000,000	\$2,300,000	\$20,700,000	\$0	\$0	\$0	\$30,000,000
9	47	N	LSU	University Lab School - STEAM Building	GOB	\$0	\$3,400,000	\$30,600,000	\$0	\$0	\$0	\$34,000,000
1	48	C	AgCenter	Dean Lee Tornado Damage	GOB	\$1,500,000	\$1,700,000	\$0	\$0	\$0	\$0	\$3,200,000
4	49	C	AgCenter	Animal and Food Science Facilities Renovations and Modernizations Phase 3, 4, 5	GOB	\$30,469,800	\$3,417,871	\$22,980,586	\$4,807,585	\$267,500	\$0	\$61,943,343
5	50	C	HSCS	Stonewall Animal Research and Training Facility	GOB	\$1,000,000	\$550,000	\$3,894,000	\$2,186,000	\$0	\$0	\$7,630,000
7	51	N	HSCS	North Campus Extension Improvements	GOB	\$0	\$250,000	\$1,250,000	\$0	\$0	\$0	\$1,500,000
4	52	N	HCSD	Administration Business Office Reroofing	GOB	\$0	\$1,860,245	\$0	\$0	\$0	\$0	\$1,860,245
					Total	\$300,966,800	\$392,630,207	\$551,562,586	\$315,043,585	\$32,517,500	\$12,250,000	\$1,604,970,679



Board of Supervisors

Request to Consent to Temporary Reduction in Lease Payment for Lake Charles Memorial Hospital

Date: September 8, 2023

1. Bylaw Citation

Pursuant to Article VII, Section 1

E. Lease of Immovable Property

2. Summary of Matter

The Louisiana Division of Admin. is requesting that the board consider an adjustment to the lease payment by Lake Charles Memorial Hospital (LCMH) from \$2.5M to \$157K as a result of the hospital facility being unable to be occupied following damage from hurricane Laura.

LCMH entered a lease to operate the hospital in Lake Charles and prepaid three years of rent at \$2.5M per year. In August of 2020, hurricane Laura damaged the facility such that it could not be occupied and it is still subject of a pending claim with FEMA and their private insurer. On July 1, 2023 the prepaid period ended and the contract provided that another \$2.5M annual payment was due. They are now requesting to lower the payment to correspond to the use of only the parking lot. Following Laura, they reopened the clinic in temporary buildings in the parking lot.

LCMH has conducted an appraisal of the use of the parking lot and it was valued at \$157K. They have requested a reduction in rent to the \$157K until the building can be repaired or replaced. The Division of Administration agrees with providing them a two year reduction and then reevaluate the status of the building repair at that time. We believe this position is very reasonable given the lengthy period the hospital building has been unusable.

LSU is a party to the lease along with the Division of Administration. Therefore, LSU board approval is required for the temporary rent reduction. The reduction will not have any budget impact on LSU. The rental payments pass through the LSU Healthcare Services Division (LHSD) and are remitted to the Div. of Admin. We were advised that the Div. of Admin. will have to notify the revenue estimating conference of the reduction in anticipated revenues

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

The lease payments are fully remitted to the Division of Administration through the LSU Healthcare Services Division. Therefore, the reduction in rent will have no impact on the LSU budget.

5. Description of Competitive Process

Not Applicable.

6. Review of Legal Documents

Appropriate legal documents have been reviewed by the office of general counsel.

7. Parties of Interest

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College,
LSU Healthcare Services Division
Louisiana Division of Administration

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. August 24, 2023, Request from the Division of Administration

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby consents to a twenty-four month reduction in rent for Lake Charles Memorial Hospital effective July 1, 2023.

Office of the Commissioner
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

August 24, 2023

Winston DeCuir
General Counsel
Louisiana State University
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808

Re: Lake Charles Memorial Hospital Lease/CEA
Request for temporary lease payment decrease


Winston:

Pursuant to our meeting with the Commissioner, please have the Louisiana State University Board of Supervisors (the "Board") consider and approve at its next meeting the request of Lake Charles Memorial Hospital ("LCMH") for a temporary decrease in its annual lease payment for 24 months retroactive to July 1, 2023. This request is based on the fact that Hurricane Laura damaged the leased hospital facility to such an extent that the facility had to be shuttered and has remained as such while LCMH pursues its property damage claim with its private insurer and FEMA. Since the Hurricane LCMH has operated its clinic operations in modular buildings that it purchased and placed in the parking lot and surrounding leased grounds.

Based on the June 28, 2023 appraisal obtained by LCMH the annual fair market lease value of the leased property, without considering the shuttered facility, is \$156,960,00. While this is considerably less than the current lease obligation of \$2,487,000.00, the difference is understandable given the fact that the leasee is unable to use the hospital facility. As such, granting a 24 month temporary decrease in the lease payment certainly seems appropriate under the circumstances. Furthermore, granting the temporary lease payment decrease will allow LCMH time to pursue its property damage claim with input and oversight from LSU which, if successful, will result in discussions with the state regarding reconstruction of a new facility.

Please let me know if you have any questions or need any additional information.

Sincerely,


Richard McGimsey
Executive Counsel
Division of Administration

Request from LSUA for the LSUA Foundation to Accept a Donation of Property at 807 Jackson Street in Alexandria, Rapides Parish, Louisiana

Date: September 8, 2023

1. Bylaw Citation

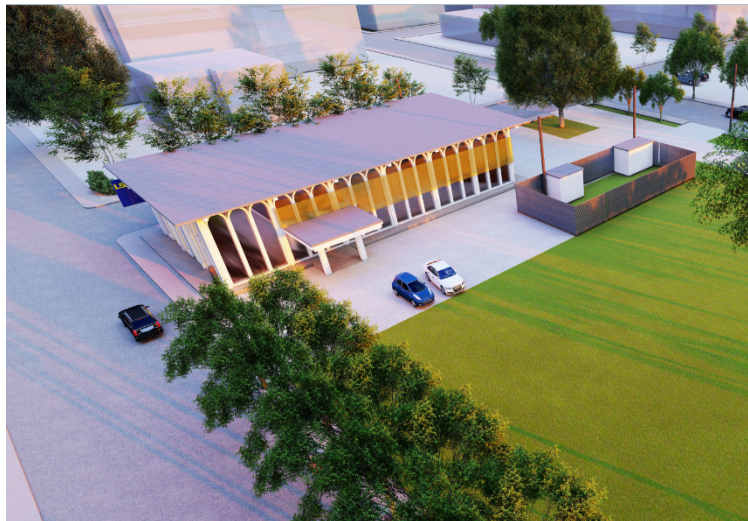
Pursuant to Article VII, Section 9, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- 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

During the 2023 Louisiana Legislative Session, LSUA received \$2.9 Million in funding in the Capital Outlay bill, HB2, dedicated to the Health Education Campus being designed and constructed on LSUA owned land in downtown Alexandria, Louisiana.

Since 2008, through a cooperative endeavor agreement with Rapides Regional Medical Center, LSUA has operated from, and managed the A.C. Buchanan Building, located at 807 Jackson Street, Alexandria, Louisiana. This facility houses all LSUA Allied Health programs including Radiologic Technology and the new Dental Hygiene program in collaboration with LSU Health Science Center New Orleans. RRMC recently funded the needed renovation for dental hygiene.



As LSUA works to meet workforce needs in central Louisiana, especially those in health care and health care related fields, the need for additional facilities and technology is crucial. In addition to the new Health Education Complex referenced above and being partially funded this year, LSUA intends to develop the entire city block to be the single location for central Louisiana health care educational needs. As such, LSUA wishes to formally acquire the A.C. Buchanan building so that it may be renovated and connected with the new facility via second-floor skywalk. See attached for draft site plan and information.

The entire Health Education Campus, which includes the above referenced new facility, along with the renovation of the A.C. Buchanan building, as well as lot improvements and construction

of outdoor public spaces, will be a premiere health education complex. The total cost is estimated to be \$40 million with a portion of that being awarded this fiscal year.

The donation of the A.C. Buchanan building to LSUA will be crucial to the overall success of this project.

Per a December 2022 appraisal, attached, the combined site and structure is currently valued between \$870,000 and \$920,000.

3. Review of Business Plan

The initial donation of this facility will be from the Rapides Foundation, to the LSUA Foundation. Once owned by the LSUA Foundation, an operating agreement between the LSUA Foundation and the University will be in place until such time that the building is ultimately transferred to LSUA.

4. Fiscal Impact

No significant fiscal impact in terms of operating cost is expected for LSUA based on acceptance of this donation. The appraisal is in progress and is currently in progress and will be finalized prior to the Act of Donation. The donation is being made free and clear of any encumbrances.

5. Description of Competitive Process

Not applicable.

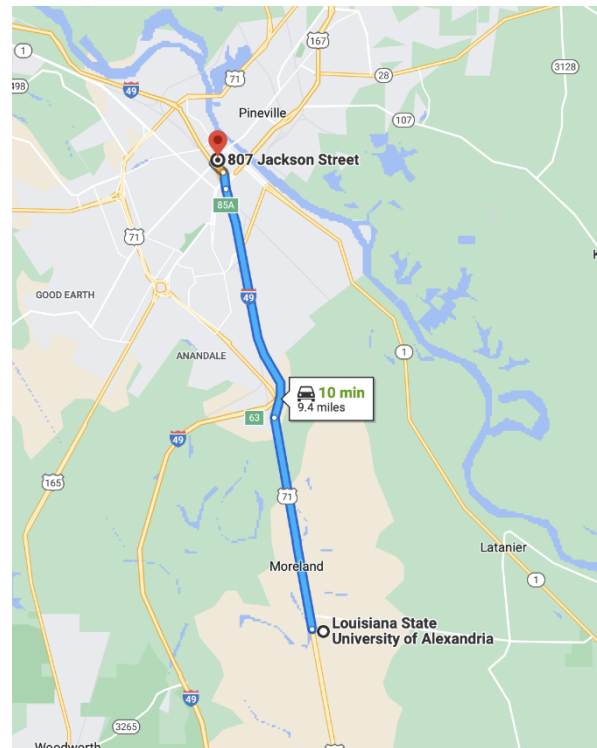
6. Review of Legal Documents

The Act of Donation and legal survey have not yet been completed. The donation will not be formally accepted until these documents have been prepared and/or reviewed by the University, LSU Facilities Planning, the LSUA Foundation legal advisors and the LSU Office of General Counsel has reviewed the final act of donation with accompanying documentation.

7. Parties of Interest

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

- LSUA
- LSUA Foundation
- The Rapides Foundation
- Rapides Regional Medical Center



8. Related Transactions

LSUA expects to continue discussions with RRMC and the Rapides Foundation with a tentative plan to have the Act of Donation completed prior to January 1, 2024.

9. Conflicts of Interest

None.

10. Attachments

- i. Health Education Complex Informational Sheet
- ii. Real Estate 807 Jackson Street Report

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 LSUA for the LSUA Foundation to accept the donation of the A.C. Buchanan Building and other immovable property located in Rapides Parish, Louisiana from RRMC and The Rapides Foundation, and to include in the acceptance of that donation such terms and conditions as he deems to be in the best interests of LSU.



Board of Supervisors

ATHLETICS COMMITTEE

BOARD OF SUPERVISORS MEETING | SEPTEMBER 8, 2023



Board of Supervisors

**Request from LSU Athletics to Approve New Employment Agreement
for Men’s Golf Head Coach and Director of Golf**

Date: September 8, 2023

1. Bylaw Citation

Pursuant to Article VII, Section 1(L)(3):

The following matters shall require approval by the Board, regardless of any delegations of authority otherwise provided for in these Bylaws or the Regulations of the Board. Except as set forth herein, no such matter shall be undertaken or approved by or for any campus or the University without prior review by the President and appropriate University Officers and express, formal approval by the Board.

* * * *

Appointments and all other personnel actions relating to varsity athletics coaches and Athletic Directors receiving a salary of \$250,000 or above.

2. Summary of Matter

This resolution seeks approval of a new employment agreement for Chuck Winstead, Head Coach of the Men’s Golf Team and Director of Golf. The key terms of the agreement are summarized below:

Name	Title	Proposed Start Date	Proposed End Date	Proposed Total Certain Compensation ^a
Chuck Winstead	Head Coach of Men’s Golf and Director of Golf	7/1/2023	6/30/2026	\$325,000

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car allowances, nor any one-time amounts, such as buy-outs, post-season incentive compensation or relocation allowances.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

The Athletics Department currently expects all funds relating to this Employment Agreement will be paid from revenues generated by the Athletics Department.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Office of General Counsel has reviewed the Employment Agreement.

7. Parties of Interest

LSU and the above-named personnel.

8. Related Transactions

None.

9. Conflicts of Interest

None known.

10. Attachment

Employment Agreement: Chuck Winstead

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College approves the Employment Agreement for Chuck Winstead as described in this item, and authorizes President William F. Tate IV to execute the Employment Agreement in consultation with the Office of General Counsel.

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of the 8th day of September, 2023, by and between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU” or “University”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate IV, its duly authorized President, and Charles W. Winstead, Jr. (“Employee”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “Athletics Director”: The Director of Athletics at LSU.
 - B. “Base Salary”: The annual sum of \$300,000.
 - C. “Contract Year”: An annual period from January 1 to December 31 during the Term.
 - D. “End Date”: June 30, 2026.
 - E. “Position”: Head Coach of the Team and Director of Golf.
 - F. “President”: The President of LSU.
 - G. “Program”: The intercollegiate Golf program at LSU.
 - H. “Start Date”: July 1, 2023.
 - I. “Supplemental Compensation”: The annual sum of \$25,000.
 - J. “Team”: The intercollegiate Men’s Golf team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Sections 11 or 12 of this Agreement.
3. **Employment.** LSU does hereby employ Employee in the Position for the Term. Employee will report directly to the Athletics Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. Employee acknowledges and agrees that Employee is not eligible for and will not be considered for or granted tenure by LSU.
4. **Duties and Responsibilities.** Employee’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletics Director:
 - A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;

- B. Administering, managing, and leading the Program to effectively compete in National Collegiate Athletic Association (“NCAA”) play, or that of any similar or successor organization;
- C. Hiring and firing (subject to appropriate budget approvals, such approvals not to be unreasonably withheld or delayed) and managing the assistant coaches and other athletic staff necessary and appropriate to assist Employee in meeting the responsibilities herein;
- D. Performing all duties reasonably assigned to Employee by the Athletics Director so long as such duties are consistent with those duties typically assigned to head coaches at colleges or universities at the same competitive level as LSU;
- E. Promoting and monitoring the success of the Team and its student-athletes both athletically and academically;
- F. Directing the Team, including management of staff, budget, and other resources;
- G. Understanding and agreeing that Employee and Employee’s staff, with the reasonable assistance of LSU, are bound by and must be reasonably knowledgeable of and comply with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (“SEC”) and/or LSU (hereinafter collectively referred to as “Governing Athletics Regulations”);
- H. Promoting an atmosphere of compliance within the Program;
- I. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletics Director and the Director of Compliance;
- J. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including, but not limited to, Permanent Memorandum 73 (“PM-73”) and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which Employee has knowledge or receives notice to LSU’s Title IX Coordinator and other appropriate designee as required by PM-73.
- K. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including but not limited to Permanent Memorandum 55;
- L. Cooperating fully, truthfully and without undue delay in any investigation, infractions process or adjudication of any matter under Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time;
- M. Cooperating fully, truthfully and without undue delay in any LSU internal investigation or inquiry;

- N. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
 - O. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student-athletes, and recruiting can be conducted consistent with LSU's mission;
 - P. Cultivating and maintaining reasonable interaction with the Board of Supervisors, affiliated foundations, athletic conferences, institutional alumni, the media, the public, students, faculty, staff and other members of the LSU community, in accordance with the policies and instructions of the Athletics Director;
 - Q. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Athletics Department and LSU;
 - R. Using reasonable efforts, through due care and supervision, to ensure that all student-athletes and other individuals under or subject to Employee's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Athletics Department, the Program and LSU;
 - S. Using reasonable efforts to promote the goal of LSU that every student-athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student-athletes and the faculty and administrators of LSU in connection with the academic pursuits of student-athletes;
 - T. Understanding and complying with NCAA Bylaw 11.1.1.1, which provides: "An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach;" and
 - U. Performing all other reasonable duties customarily performed by head coaches of similar programs at colleges or universities at the same competitive level as LSU.
5. **Sports Camps.** Employee, subject to Governing Athletics Regulations and Athletics Department guidelines, rules and regulations, may operate or work at sports camps or clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics. Employee shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity without the prior written approval of the President. Use of University facilities by sports camps must comply with University policy.

6. **Base Salary.** LSU agrees to pay Employee the Base Salary annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. Any amounts due to Employee under this Section for a partial Contract Year shall be prorated.

7. **License, Royalty and Supplemental Compensation.**
 - A. **License.** As owner of the rights to Employee's name, image and likeness, Employee grants to the University and Athletics Department, during the term of this Agreement, a perpetual, non-exclusive and non-transferrable license of the names, nicknames, initials, autograph, likeness, images, pictures, video, depictions, resemblance, quotes, phrases, interviews, coaching records, philosophies and methods attributable to Employee, and all derivatives thereof, for any current or future uses for promoting the University, Athletics Department or the Program. This license shall include the intellectual property rights and services of Employee in connection with promoting, appearing on, or participating in, as requested, and making reasonable efforts to make successful, LSU-sanctioned television, radio, social media and internet programs, including streaming services, concerning LSU and the Team.

 - B. **Supplemental Compensation/Royalty.** As a royalty for the license granted herein, Employee will earn and receive Supplemental Compensation, which shall be payable in equal monthly installments and may be paid from affiliated foundation funds. Any amounts due to Employee under this Section for a partial Contract Year shall be prorated.

 - C. **Ownership of Programming.** LSU shall exclusively own all rights to any television, radio, and internet programs and shall be entitled, at its option, to produce and market the programs or negotiate with third parties for the production and marketing of the programs; however, Employee shall have a perpetual, non-revocable license to use such television, radio, and internet programs in which Employee appears or otherwise contributes directly or indirectly. LSU shall retain all revenue generated by the programs including but not limited to that received from program sponsors for commercial endorsements used during the programs. "Program sponsors" shall include, but not be limited to, those persons or companies who make financial contributions supporting, or who pay a fee for, commercial announcements and endorsements used on the programs.

8. **Incentive Compensation.** Employee may be entitled to Incentive Compensation in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.

9. **Fringe Benefits and Leave.** Unless otherwise specified herein, Employee is entitled to participate in the fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Employee shall also be entitled to the following benefits:
 - A. **Apparel.** As part of any third-party apparel and/or equipment-related contract with LSU, Employee acknowledges and agrees that the Team may be provided and/or

allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by Employee in furtherance of Employee's employment duties and team-related activities as applicable to Employee's employment with LSU.

- B. **Car Allowance.** Employee shall receive an automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$1,000 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership; and (2) related automobile insurance.
- C. **Guests to Athletic Events.** Employee may invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) for travel on chartered or commercial transportation requires the approval of the Athletics Director or the Athletics Director's designee.
- D. **Membership.** Membership in a country club, such as the University Club of Baton Rouge, provided that: (1) LSU business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (2) Employee shall be responsible for payment of all personal charges and charges unrelated to LSU business.
- E. **No Annual Leave.** Because of the specific nature of Employee's job duties and the irregular times during which Employee will be required to perform those job duties (for example, working more than 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), Employee acknowledges and agrees that Employee will not earn or accrue annual leave.
 - 1. Employee's compensation has been mutually negotiated with this understanding, and both Employee and LSU agree that the compensation would be less if Employee were entitled to earn annual leave.
 - 2. If any administrative tribunal, statewide elected official, state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires Employee to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines that it must comply with the opinion or ruling, then Employee's Base Salary shall be reduced by the dollar value of the annual leave for which Employee is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which Employee's earning of annual leave is calculated to begin, and Employee shall repay to LSU the amount of the reduction. Employee shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by Employee and LSU) from the date on which the Employee is given notice that Employee will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by

the ruling or otherwise disallowed by law, Employee may waive Employee's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.

3. Employee acknowledges that, in consideration for the total compensation provided under this Agreement, any and all obligation on the part of LSU for any annual leave accrued prior to the Effective Date has been satisfied and fully compromised.
- F. **No Overtime.** Employee qualifies and is designated as exempt under the Fair Labor Standards Act and is not entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- G. **Retirement Plan.** Employee is entitled to participate in the retirement programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Employee understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from Employee's compensation except as to the Base Salary and any earned Post-Season Incentive Compensation, and Employee shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. Employee further acknowledges that other sums paid shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
- H. **Sick Leave.** Employee shall accrue and use sick leave in accordance with LSU policy.

10. **Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including, but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), Employee may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that Employee shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of Employee's name by any commercial, public or private entity, which approval shall not be unreasonably withheld. Employee shall report annually to the President and the Athletics Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by Employee from sources outside LSU, and LSU shall have reasonable access to all records of Employee to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. Employee shall not, without written approval of the President and the Athletics Director and compliance with PM-11, arrange for or agree to the receipt by any other

employee of any supplemental pay, bonus, or other form of payment from any outside source.

- C. Except for routine news media interviews or educational or development programs for which no compensation is received, Employee shall not appear on or in any radio, television, or internet programs or other electronic media other than those produced or sponsored by LSU without the prior written approval of the Athletics Director or the Athletics Director's designee.
- D. Employee shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletics Director, which will not be unreasonably withheld.

11. Termination and Suspension.

- A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the President, at any time prior to its expiration, upon written notice to Employee.
 - 1. For purposes of this Section, "cause" for termination shall be defined particularly but not exclusively as:
 - a. If, as determined by LSU and without the need for any adjudication by any other entity, Employee commits any material and substantial violation (or repeated lesser violations) of Governing Athletics Regulations, fails promptly to report any such violation by another person to the Director of Compliance, or commits a material and substantial violation of any LSU policies, rules, or procedures;
 - b. If, as determined by LSU and without the need for any adjudication by any other entity, there is any material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after Employee knew or had constructive knowledge that it was about to occur or was occurring, or (ii) Employee failed to follow reasonable policies and procedures established in writing by the Athletics Department to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
 - c. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings Employee into substantial public disrepute sufficient, at the reasonable discretion of LSU, to materially impair Employee's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Employee as a visible representative of LSU, including but not

limited to acts of dishonesty, misrepresentation, fraud or violence that may or may not rise to the level of warranting criminal prosecution by the relevant authorities;

- d. Unreasonable refusal or repeated failure to perform any duties imposed upon Employee herein (including but not limited to those duties specified in this Agreement), or failing to perform the same to the best of Employee's reasonable ability;
- e. Failing to cooperate in the investigation, infractions process, adjudication or enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person under Employee's supervision to fail to reasonably cooperate in such investigation and enforcement;
- f. Subject to any right of administrative appeal permitted or granted to Employee by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by Employee of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of Employee which were permitted, encouraged, or condoned by Employee, or about which violations Employee knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of any previously undisclosed violations during Employee's prior employment at another institution);
- g. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which Employee has knowledge;
- h. Failure by Employee to engage in, and use best efforts to ensure that personnel under Employee's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including but not limited to failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
- i. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
- j. Prolonged absence from LSU without permission, which will not be unreasonably withheld;

- k. Failure to respond fully and truthfully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person under Employee's supervision to fail to so respond;
- l. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by Employee to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including but not limited to transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- m. Being charged with or convicted of either: (i) any felony, or (ii) any crime involving larceny, embezzlement, fraud, gambling, drugs, or alcohol;
- n. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under Employee's control, authority, or supervision to participate in such activity;
- o. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom Employee knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under Employee's control, authority, or supervision to furnish such information or data;
- p. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or substances to such degree and for such appreciable period as to substantially impair Employee's ability to perform the duties herein;
- q. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by Employee is prohibited by law or Governing

Athletics Regulations, excepting the use or possession of substances or drugs lawfully prescribed by a health care provider, and used in accordance therewith;

- r. Encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under Employee's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Regulations; or
- s. Violating any material term of this Agreement and failing to promptly cure such violation following written notice of such violation by LSU.

2. The process for termination for cause is as follows:

- a. Prior to termination for cause, LSU shall provide Employee written notice of termination with a designated effective date of termination. The notice of termination shall be provided at least seven calendar days before the effective date of termination and shall be signed by the Athletics Director or the Athletics Director's designee. The notice of termination shall reference the facts upon which termination is authorized.
- b. Prior to the effective date of termination in the notice, Employee shall have the right to present a written statement and any supporting materials to the Athletics Director detailing why the Employee believes LSU should rescind its notice of termination. The Athletics Director or the Athletics Director's designee may extend the effective date of termination in writing to allow additional time to consider Employee's response.
- c. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide Employee written notice of a decision. If confirmed, termination of employment shall be effective on the date of termination previously identified.
- d. Within seven calendar days of receipt of the decision of the Athletics Director, Employee may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final.
- e. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided by the Employee and materials considered by the Athletics Director. The request for review by the President shall not suspend the effective date of the termination.

- f. Within 14 calendar days of the submission, Employee will be provided written notice of the decision of the President, which shall be final.
3. Should the Employee be reinstated following a request for review, Employee shall be paid any lost compensation and benefits, retroactive to the date such compensation and benefits ceased.
4. In the event of termination for cause, Employee's Base Salary, Supplemental Compensation, Fringe Benefits and all other compensation and benefits provided for in this Agreement shall terminate on the last day of the month during which such termination date occurred, and LSU shall not thereafter be liable to Employee or Company for any sums or damages other than compensation earned through the last day of such month, as well as Post-Season Incentive Compensation that has been earned but not paid. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
5. As required by NCAA Bylaw 11.2.1, Employee is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, Employee is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if Employee is found by the NCAA or LSU to be in violation of NCAA Bylaws. Employee agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. Employee further understands that Employee has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during Employee's employment by LSU.

B. Termination by LSU without Cause.

1. LSU shall have the right to terminate this Agreement without cause upon written notice to Employee. In such event, LSU will pay Employee liquidated damages in the amount of the Base Salary which would have been payable to Employee through the remaining Term of the Agreement.
2. In the event of termination by LSU without cause, Employee's Base Salary, Supplemental Compensation, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to Employee for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

3. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation Employee earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to Employee terminates or ceases to exist. Employee shall exercise due diligence and good faith in seeking other athletically-related employment. In the event Employee obtains such other employment, Employee shall notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by Employee and the amount of offset due to LSU.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period equal to the amount of time then remaining in the Term. If Employee should die during the remaining Term, LSU's obligation to pay any further installments shall cease on the last day of the month in which the Employee dies.
5. The parties have bargained for this liquidated damages provision and agree that this is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause Employee to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by Employee in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

C. Termination by Employee Without Cause.

1. Employee shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event Employee terminates this Agreement without cause, Employee will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by Employee without cause, Employee's Base Salary, Supplemental Compensation, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and Employee on the other hand, shall be the earlier of: (a) the date on which Employee provides notice of termination to LSU; (b) the date on which Employee accepts employment from another employer; or (c) the date on which Employee performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to Employee for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date, other than any earned by unpaid Incentive Compensation. The Parties acknowledge that

this provision is intended to obligate Employee to repay unearned compensation and fees previously received under the premise that Employee would fulfill the Term of this Agreement.

2. If Employee terminates employment at any time before the End Date, Employee will pay to LSU as liquidated damages 15 percent of the Base Salary which would have been payable to Employee through the remaining Term of the Agreement. Employee shall have the option to pay such amount in a lump sum or in equal monthly installments over a period equal to the amount of time then remaining in the Agreement.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if Employee is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, Employee's length of service with LSU, whether Employee is taking another athletically-related job, the impact the timing of Employee notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), Employee's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for Employee, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision and agree that this is an agreement for personal services. The parties recognize that termination of this Agreement by Employee prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.

D. Suspension or Other Disciplinary Action.

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon Employee, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, Employee shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletics Director. After review of any such response, the Athletics Director or the Athletics Director's designee(s) will provide Employee with written notice of a decision and/or suspension.

2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend Employee for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether Employee has violated any laws or Governing Athletics Regulations. During such suspension, Employee shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of Employee, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to Employee the benefits and other compensation herein otherwise payable to Employee during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate Employee for cause.
3. Employee shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if Employee is suspended by the SEC or NCAA, Employee shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, Employee shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

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

F. Exclusivity of Remedy. The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither Employee nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents,

employees, successors, and personal representatives, for consequential damages by reason of any alleged economic loss, including but not limited to loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of benefits, loss of fees from speaking, camps or other outside activity, damages allegedly sustained because of alleged humiliation or defamation, or any other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or Employee of information or documents required by law. Employee acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, Employee shall have no right to occupy the Position and that Employee's sole remedies are provided herein and shall not extend to injunctive relief.

12. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to Employee. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.
13. **University Property.** All property that is provided to, or developed or acquired by, Employee as part of or in conjunction with Employee's employment by LSU, regardless of the format or manner in which the property may be retained or stored, shall remain the sole property of LSU. This shall include, without limitation, all documents, files, personnel records, recruiting records, team information, athletic equipment, films, statistics, keys, credit cards, computers, software programs, and electronic devices that Employee may have access to or come into possession of during employment. Excluded from this provision are Employee's personal notes, personal playbooks, memorabilia, diaries and other personal records, which the Employee may retain. Employee shall be required to return to LSU all LSU property remaining in Employee's possession within seven calendar days of termination or separation of employment for any reason.
14. **Interference with Athletics.** In the event of termination of this Agreement, Employee agrees that Employee will not interfere with LSU student athletes or otherwise obstruct the ability of LSU or the Athletics Department to transact business. If Employee violates this provision, Employee will not be entitled to any post-termination benefits, including post-termination liquidated damages, and will be required to return any payments that have been disbursed.
15. **Duty of Loyalty.** Unless notice of termination under this Section has been given by either party, neither Employee nor Employee's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for Employee with any other institution of higher education, professional athletic team, or other athletically-related prospective employer (including media and sports marketing) without giving at least 24 hours prior written notice to the President and the Athletics Director.

16. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
17. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of Employee by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
18. **Indirect Actions Prohibited.** Any act which Employee is prohibited from doing directly in this Agreement may not be done indirectly by Employee or another person on Employee's behalf or at Employee's behest.
19. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by Employee, such approval and acceptance to be acknowledged in writing.
20. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
21. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
22. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
23. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including, but not limited to, war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
24. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, Employee hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, Employee shall provide proof to LSU that Employee has been issued a Louisiana driver's license and that all vehicles

SCHEDULE A
SUPPLEMENTAL TERMS FOR CHARLES W. WINSTEAD, JR.

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and Employee to which it is attached (the "Agreement"). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. **Incentive Compensation Schedule.** Pursuant to Section 8 of the Agreement, Incentive Compensation is payable as follows.

A. **Post-Season Incentive Compensation.**

1. Subject to the terms and conditions set forth in the Agreement, Employee shall receive Post-Season Incentive Compensation in the amounts, and based on the Team attaining the goals as outlined below. The maximum amount for Post-Season Incentive Compensation under this Section 1(A) is \$120,000 per Contract Year.

- SEC Champion: \$30,000 AND
- Appearance at NCAA Regional: \$10,000 AND
- NCAA Championships (Stroke Play) \$15,000 AND
- NCAA Championships Final Cut
Stroke Play Top 15 \$10,000 AND
- NCAA Match Play \$20,000 AND
- NCAA Semifinal Match Play \$10,000 AND
- NCAA Championship Match \$10,000 AND
- NCAA National Champion \$15,000.

If Employee does not actively coach the Team in the Position for any post-season game for any reason, including, but not limited to, termination or re-assignment of position, Employee shall not be entitled to Post-Season Incentive Compensation. For the purpose of this Section, "actively coach" shall mean that Employee is not suspended or otherwise incapacitated, and that Employee is serving in the Position for the Team and attending and engaging the Team in post-season play unless temporarily ill, injured or the absence is otherwise excused.

In addition to the Post-Season Incentive Compensation in Section 1(A)(1) referenced above, Employee will earn one-half of the amounts listed above for each listed benchmarks achieved by the Women's Golf Team. The

maximum amount for Post-Season Incentive Compensation under this Section 1(A)(2) is \$60,000 per Contract Year.

2. Post-Season Incentive Compensation is additional compensation for the extra services required of Employee in the preparation for and participation in post-season play. If payable, Post-Season Incentive Compensation shall be paid within 60 days following the final postseason game in which Team or Program participates.

B. Coaching Recognition Incentive Compensation. Coaching Recognition Incentive Compensation, if payable, shall be considered earned as of the first date any of the listed honors is named and shall be paid within 60 days of that date. The maximum amount of Coaching Recognition Incentive Compensation payable in a Contract Year shall be \$25,000. Employee may earn Coaching Recognition Incentive Compensation for receiving the following recognition:

1. SEC Coach of the Year \$10,000
2. National Coach of the Year
(as named by Golfweek or GCAA) \$15,000

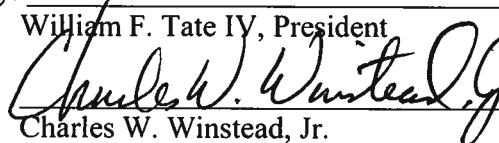
C. Academic Incentive Compensation. In any Contract Year in which the multi-year Academic Performance Rate ("APR") for the Program is 940 or higher, LSU agrees to pay Employee Academic Incentive Compensation in the amount of \$5,000 for that Contract Year. The Academic Incentive Compensation, if payable, shall be considered earned on the date on which the APR for LSU is released and shall be paid within 60 days of such date. To be eligible for such compensation, Employee must be employed by LSU as of the date on which the APR is released.

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

By:

William F. Tate IV, President

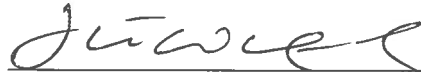
Date

 8-30-23

Charles W. Winstead, Jr.

Date

RECOMMENDED:



Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President of
Finance and Administration & Chief Administrative Officer



Board of Supervisors

**Request from LSU Athletics to Approve New Employment Agreement
for Women’s Basketball Head Coach**

Date: September 8, 2023

1. Bylaw Citation

Pursuant to Article VII, Section 1(L)(3):

The following matters shall require approval by the Board, regardless of any delegations of authority otherwise provided for in these Bylaws or the Regulations of the Board. Except as set forth herein, no such matter shall be undertaken or approved by or for any campus or the University without prior review by the President and appropriate University Officers and express, formal approval by the Board.

* * * *

Appointments and all other personnel actions relating to varsity athletics coaches and Athletic Directors receiving a salary of \$250,000 or above.

2. Summary of Matter

This resolution seeks approval of a new employment agreement for Kim Mulkey, Head Coach of the LSU Women’s Basketball Team. The key terms of the agreement are summarized below:

Name	Title	Proposed Start Date	Proposed End Date	Proposed Total Certain Compensation ^a
Kim Mulkey	Head Women’s Basketball Coach	7/1/2023	6/30/2033	\$3,150,000

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually in the first contract year. It does not include the value of any fringe benefits, such as car allowances, nor any one-time amounts, such as buy-outs, post-season incentive compensation or relocation allowances.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

The Athletics Department currently expects all funds relating to this Employment Agreement will be paid from revenues generated by the Athletics Department.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Office of General Counsel has reviewed the Employment Agreement.

7. Parties of Interest

LSU and the above-named personnel.

8. Related Transactions

None.

9. Conflicts of Interest

None known.

10. Attachment

Employment Agreement: Kim Mulkey

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College approves the Employment Agreement for Kim Mulkey as described in this item, and authorizes President William F. Tate IV to execute the Employment Agreement in consultation with the Office of General Counsel.

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of the 1st day of July, 2023, by and between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU” or “University”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate IV, its duly authorized President, and Kimberly Mulkey (“Employee”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “Athletics Director”: The Director of Athletics at LSU.
 - B. “Base Salary”: The annual sum of \$400,000.
 - C. “Contract Year”: An annual period from January 1 to December 31 during the Term.
 - D. “End Date”: June 30, 2033.
 - E. “Position”: Head Coach of the Team.
 - F. “President”: The President of LSU.
 - G. “Program”: The intercollegiate Women’s Basketball program at LSU.
 - H. “Start Date”: July 1, 2023.
 - I. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Sections 11 or 12 of this Agreement.
3. **Employment.** LSU does hereby employ Employee in the Position for the Term. Employee will report directly to the Athletics Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. Employee acknowledges and agrees that Employee is not eligible for and will not be considered for or granted tenure by LSU.
4. **Duties and Responsibilities.** Employee’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletics Director:
 - A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
 - B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (“NCAA”) play, or that of any similar or successor organization;

- C. Hiring and firing (subject to appropriate budget approvals, such approvals not to be unreasonably withheld or delayed) and managing the assistant coaches and other athletic staff necessary and appropriate to assist Employee in meeting the responsibilities herein;
- D. Performing all duties reasonably assigned to Employee by the Athletics Director so long as such duties are consistent with those duties typically assigned to head coaches at colleges or universities at the same competitive level as LSU;
- E. Promoting and monitoring the success of the Team and its student-athletes both athletically and academically;
- F. Directing the Team, including management of staff, budget, and other resources;
- G. Understanding and agreeing that Employee and Employee's staff, with the reasonable assistance of LSU, are bound by and must be reasonably knowledgeable of and comply with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference ("SEC") and/or LSU (hereinafter collectively referred to as "Governing Athletics Regulations");
- H. Promoting an atmosphere of compliance within the Program;
- I. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletics Director and the Director of Compliance;
- J. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including, but not limited to, Permanent Memorandum 73 ("PM-73") and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which Employee has knowledge or receives notice to LSU's Title IX Coordinator and other appropriate designee as required by PM-73.
- K. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including but not limited to Permanent Memorandum 55;
- L. Cooperating fully, truthfully and without undue delay in any investigation, infractions process or adjudication of any matter under Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time;
- M. Cooperating fully, truthfully and without undue delay in any LSU internal investigation or inquiry;

- N. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- O. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student-athletes, and recruiting can be conducted consistent with LSU's mission;
- P. Cultivating and maintaining reasonable interaction with the Board of Supervisors, affiliated foundations, athletic conferences, institutional alumni, the media, the public, students, faculty, staff and other members of the LSU community, in accordance with the policies and instructions of the Athletics Director;
- Q. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
- R. Using reasonable efforts, through due care and supervision, to ensure that all student-athletes and other individuals under or subject to Employee's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Athletics Department, the Program and LSU;
- S. Using reasonable efforts to promote the goal of LSU that every student-athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student-athletes and the faculty and administrators of LSU in connection with the academic pursuits of student-athletes;
- T. Understanding and complying with NCAA Bylaw 11.1.1.1, which provides: "An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach;" and
- U. Performing all other reasonable duties customarily performed by head coaches of similar programs at colleges or universities at the same competitive level as LSU.

5. **Sports Camps.** Employee, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps or clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics. Employee shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity without the prior written approval of the President. Use of University facilities by sports camps must comply with University policy.

6. **Base Salary.** LSU agrees to pay Employee the Base Salary annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. Any amounts due to Employee under this Section for a partial Contract Year shall be prorated.
7. **Supplemental Compensation.** Employee shall be entitled to Supplemental Compensation as provided in Schedule A, which is attached to and made a part of this Agreement. Supplemental Compensation may be payable, in whole or in part, from affiliated foundation funds. Any amounts due to Employee under this Section for a partial Contract Year shall be prorated.
8. **Incentive Compensation.** Employee may be entitled to Incentive Compensation in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Fringe Benefits and Leave.** Unless otherwise specified herein, Employee is entitled to participate in the fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Employee shall also be entitled to the following benefits:
 - A. **Apparel.** As part of any third-party apparel and/or equipment-related contract with LSU, Employee acknowledges and agrees that the Team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by Employee in furtherance of Employee's employment duties and team-related activities as applicable to Employee's employment with LSU.
 - B. **Car Allowance.** Employee shall receive an automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$1,000 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership; and (2) related automobile insurance.
 - C. **Guests to Athletic Events.** Employee may invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) for travel on chartered or commercial transportation requires the approval of the Athletics Director or the Athletics Director's designee.
 - D. **Membership.** Membership in a country club, such as the University Club of Baton Rouge, provided that: (1) LSU business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (2) Employee shall be responsible for payment of all personal charges and charges unrelated to LSU business.
 - E. **No Annual Leave.** Because of the specific nature of Employee's job duties and the irregular times during which Employee will be required to perform those job duties (for example, working more than 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-

season), Employee acknowledges and agrees that Employee will not earn or accrue annual leave.

1. Employee's compensation has been mutually negotiated with this understanding, and both Employee and LSU agree that the compensation would be less if Employee were entitled to earn annual leave.
2. If any administrative tribunal, statewide elected official, state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires Employee to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines that it must comply with the opinion or ruling, then Employee's Base Salary shall be reduced by the dollar value of the annual leave for which Employee is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which Employee's earning of annual leave is calculated to begin, and Employee shall repay to LSU the amount of the reduction. Employee shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by Employee and LSU) from the date on which the Employee is given notice that Employee will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, Employee may waive Employee's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.

- F. **No Overtime.** Employee qualifies and is designated as exempt under the Fair Labor Standards Act and is not entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- G. **Retirement Plan.** Employee is entitled to participate in the retirement programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Employee understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from Employee's compensation except as to the Base Salary and any earned Post-Season Incentive Compensation, and Employee shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. Employee further acknowledges that other sums paid shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.

- H. **Sick Leave.** Employee shall accrue and use sick leave in accordance with LSU policy.
- I. **Tickets.** Employee shall be entitled to 16 Women’s Basketball tickets per game.

10. Additional Revenue.

- A. Subject to compliance with Governing Athletics Regulations, including, but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 (“PM-11”), Employee may earn or receive other revenue (“Additional Revenue”) while employed by LSU, including working with sports camps or clinics, provided, however, that Employee shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of Employee’s name by any commercial, public or private entity, which approval shall not be unreasonably withheld. Employee shall report annually to the President and the Athletics Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by Employee from sources outside LSU, and LSU shall have reasonable access to all records of Employee to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. Employee shall not, without written approval of the President and the Athletics Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Except for routine news media interviews or educational or development programs for which no compensation is received, Employee shall not appear on or in any radio, television, or internet programs or other electronic media other than those produced or sponsored by LSU without the prior written approval of the Athletics Director or the Athletics Director’s designee.
- D. Employee shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletics Director, which will not be unreasonably withheld.

11. Termination and Suspension.

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the President, at any time prior to its expiration, upon written notice to Employee.
 - 1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:
 - a. If, as determined by LSU and without the need for any adjudication by any other entity, Employee commits any material and substantial violation (or repeated lesser violations) of Governing Athletics

Regulations, fails promptly to report any such violation by another person to the Director of Compliance, or commits a material and substantial violation of any LSU policies, rules, or procedures;

- b. If, as determined by LSU and without the need for any adjudication by any other entity, there is any material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after Employee knew or had constructive knowledge that it was about to occur or was occurring, or (ii) Employee failed to follow reasonable policies and procedures established in writing by the Athletics Department to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- c. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings Employee into substantial public disrepute sufficient, at the reasonable discretion of LSU, to materially impair Employee's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Employee as a visible representative of LSU, including but not limited to acts of dishonesty, misrepresentation, fraud or violence that may or may not rise to the level of warranting criminal prosecution by the relevant authorities;
- d. Unreasonable refusal or repeated failure to perform any duties imposed upon Employee herein (including but not limited to those duties specified in this Agreement), or failing to perform the same to the best of Employee's reasonable ability;
- e. Failing to cooperate in the investigation, infractions process, adjudication or enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person under Employee's supervision to fail to reasonably cooperate in such investigation and enforcement;
- f. Subject to any right of administrative appeal permitted or granted to Employee by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by Employee of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of Employee which were permitted, encouraged, or condoned by Employee, or about which violations Employee knew or should have known and should

have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of any previously undisclosed violations during Employee's prior employment at another institution);

- g. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which Employee has knowledge;
- h. Failure by Employee to engage in, and use best efforts to ensure that personnel under Employee's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including but not limited to failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
- i. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
- j. Prolonged absence from LSU without permission, which will not be unreasonably withheld;
- k. Failure to respond fully and truthfully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person under Employee's supervision to fail to so respond;
- l. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by Employee to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including but not limited to transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;

- m. Being charged with or convicted of either: (i) any felony, or (ii) any crime involving larceny, embezzlement, fraud, gambling, drugs, or alcohol;
- n. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under Employee's control, authority, or supervision to participate in such activity;
- o. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom Employee knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under Employee's control, authority, or supervision to furnish such information or data;
- p. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or substances to such degree and for such appreciable period as to substantially impair Employee's ability to perform the duties herein;
- q. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by Employee is prohibited by law or Governing Athletics Regulations, excepting the use or possession of substances or drugs lawfully prescribed by a health care provider, and used in accordance therewith;
- r. Encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under Employee's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Regulations; or
- s. Violating any material term of this Agreement.

2. The process for termination for cause is as follows:

- a. Prior to termination for cause, LSU shall provide Employee written notice of termination with a designated effective date of termination. The notice of termination shall be provided at least seven calendar days before the effective date of termination and shall be signed by the Athletics Director or the Athletics Director's designee. The

notice of termination shall reference the facts upon which termination is authorized.

- b. Prior to the effective date of termination in the notice, Employee shall have the right to present a written statement and any supporting materials to the Athletics Director detailing why the Employee believes LSU should rescind its notice of termination. The Athletics Director or the Athletics Director's designee may extend the effective date of termination in writing to allow additional time to consider Employee's response.
 - c. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide Employee written notice of a decision. If confirmed, termination of employment shall be effective on the date of termination previously identified.
 - d. Within seven calendar days of receipt of the decision of the Athletics Director, Employee may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final.
 - e. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided by the Employee and materials considered by the Athletics Director. The request for review by the President shall not suspend the effective date of the termination.
 - f. Within 14 calendar days of the submission, Employee will be provided written notice of the decision of the President, which shall be final.
3. Should the Employee be reinstated following a request for review, Employee shall be paid any lost compensation and benefits, retroactive to the date such compensation and benefits ceased.
 4. In the event of termination for cause, Employee's Base Salary, Supplemental Compensation, Fringe Benefits and all other compensation and benefits provided for in this Agreement shall terminate on the last day of the month during which such termination date occurred, and LSU shall not thereafter be liable to Employee or Company for any sums or damages other than compensation earned through the last day of such month, as well as Post-Season Incentive Compensation that has been earned but not paid. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
 5. As required by NCAA Bylaw 11.2.1, Employee is hereby notified that in addition to the actions LSU may take in accordance with this Agreement,

Employee is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if Employee is found by the NCAA or LSU to be in violation of NCAA Bylaws. Employee agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. Employee further understands that Employee has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during Employee's employment by LSU.

B. Termination by LSU without Cause.

1. LSU shall have the right to terminate this Agreement without cause upon written notice to Employee. In such event, LSU will pay Employee liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below and as provided in Schedule A.
2. In the event of termination by LSU without cause, Employee's Base Salary, Supplemental Compensation, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to Employee for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
3. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation Employee earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to Employee terminates or ceases to exist. Employee shall exercise due diligence and good faith in seeking other athletically-related employment. In the event Employee obtains such other employment, Employee shall notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by Employee and the amount of offset due to LSU.
4. The parties have bargained for this liquidated damages provision and agree that this is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause Employee to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are

impossible to determine with certainty. As such, the damages that may be suffered by Employee in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

C. Termination by Employee Without Cause.

1. Employee shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event Employee terminates this Agreement without cause, Employee will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by Employee without cause, Employee's Base Salary, Supplemental Compensation, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and Employee on the other hand, shall be the earlier of: (a) the date on which Employee provides notice of termination to LSU; (b) the date on which Employee accepts employment from another employer; or (c) the date on which Employee performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to Employee for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date, other than any earned by unpaid Incentive Compensation. The Parties acknowledge that this provision is intended to obligate Employee to repay unearned compensation and fees previously received under the premise that Employee would fulfill the Term of this Agreement.
2. If Employee terminates employment during the Term, Employee shall pay to LSU liquidated damages as provided in Schedule A.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if Employee is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, Employee's length of service with LSU, whether Employee is taking another athletically-related job, the impact the timing of Employee notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), Employee's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for Employee, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision and agree that this is an agreement for personal services. The parties recognize that

termination of this Agreement by Employee prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.

5. Unless notice of termination under this Section has been given by either party, neither Employee nor Employee's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for Employee with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving prior written notice (which written notice shall for the purposes of this Section include electronic mail) to the President and the Athletics Director.

D. Suspension or Other Disciplinary Action.

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon Employee, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, Employee shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletics Director. After review of any such response, the Athletics Director or the Athletics Director's designee(s) will provide Employee with written notice of a decision and/or suspension.
2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend Employee for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether Employee has violated any laws or Governing Athletics Regulations. During such suspension, Employee shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of Employee, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to Employee the benefits and other compensation herein otherwise payable to Employee during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval.

Suspension under this subsection shall not limit any rights of LSU to terminate Employee for cause.

3. Employee shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if Employee is suspended by the SEC or NCAA, Employee shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, Employee shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

- E. **Termination by Death or Disability.** In the event of the death of Employee or the inability of Employee to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.
- F. **Exclusivity of Remedy.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither Employee nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives, for consequential damages by reason of any alleged economic loss, including but not limited to loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of benefits, loss of fees from speaking, camps or other outside activity, damages allegedly sustained because of alleged humiliation or defamation, or any other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or Employee of information or documents required by law. Employee acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, Employee shall have no right to occupy the Position and that Employee's sole remedies are provided herein and shall not extend to injunctive relief.

12. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to Employee. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.
13. **University Property.** All property that is provided to, or developed or acquired by, Employee as part of or in conjunction with Employee's employment by LSU, regardless of the format or manner in which the property may be retained or stored, shall remain the sole property of LSU. This shall include, without limitation, all documents, files, personnel records, recruiting records, team information, athletic equipment, films, statistics, keys, credit cards, computers, software programs, and electronic devices that Employee may have access to or come into possession of during employment. Excluded from this provision are Employee's personal notes, personal playbooks, memorabilia, diaries and other personal records, which the Employee may retain. Employee shall be required to return to LSU all LSU property remaining in Employee's possession within seven calendar days of termination or separation of employment for any reason.
14. **Interference with Athletics.** In the event of termination of this Agreement, Employee agrees that Employee will not interfere with LSU student athletes or otherwise obstruct the ability of LSU or the Athletics Department to transact business. If Employee violates this provision, Employee will not be entitled to any post-termination benefits, including post-termination liquidated damages, and will be required to return any payments that have been disbursed.
15. **Duty of Loyalty.** Unless notice of termination under this Section has been given by either party, neither Employee nor Employee's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for Employee with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletics Director.
16. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
17. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of Employee by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

18. **Indirect Actions Prohibited.** Any act which Employee is prohibited from doing directly in this Agreement may not be done indirectly by Employee or another person on Employee's behalf or at Employee's behest.
19. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by Employee, such approval and acceptance to be acknowledged in writing.
20. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
21. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
22. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
23. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including, but not limited to, war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
24. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, Employee hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, Employee shall provide proof to LSU that Employee has been issued a Louisiana driver's license and that all vehicles registered in Employee's name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
25. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

SCHEDULE A
SUPPLEMENTAL TERMS FOR KIMBERLY MULKEY

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and Employee to which it is attached (the "Agreement"). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. **Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Supplemental Compensation is payable as follows.

A. **License.** As owner of the rights to Employee's name, image and likeness, Employee grants to the University and Athletics Department, during the term of this Agreement, a perpetual, non-exclusive and non-transferrable license of the names, nicknames, initials, autograph, likeness, images, pictures, video, depictions, resemblance, quotes, phrases, interviews, coaching records, philosophies and methods attributable to Employee, and all derivatives thereof, for any current or future uses for promoting the University, Athletics Department or the Program. This license shall include the intellectual property rights and services of Employee in connection with promoting, appearing on, or participating in, as requested, and making reasonable efforts to make successful, LSU-sanctioned television, radio, social media and internet programs, including streaming services, concerning LSU and the Team.

B. **Supplemental Compensation/Royalty.** As a royalty for the license granted herein, Employee will earn and receive Supplemental Compensation in the following annualized amounts each year of this Agreement, payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months. Any amounts due to Employee under this Section for a partial Contract Year shall be prorated.

July 1, 2023 through June 30, 2024:	\$2,750,000
July 1, 2024 through June 30, 2025:	\$2,850,000
July 1, 2025 through June 30, 2026:	\$2,950,000
July 1, 2026 through June 30, 2027:	\$3,050,000
July 1, 2027 through June 30, 2028:	\$3,150,000
July 1, 2028 through June 30, 2029:	\$3,250,000
July 1, 2029 through June 30, 2030:	\$3,350,000
July 1, 2030 through June 30, 2031:	\$3,450,000
July 1, 2031 through June 30, 2032:	\$3,550,000
July 1, 2032 through June 30, 2033:	\$3,650,000

C. **Ownership of Programming.** LSU shall exclusively own all rights to any television, radio, and internet programs and shall be entitled, at its option, to produce and market the programs or negotiate with third parties for the production and marketing of the programs. LSU shall retain all revenue generated by the programs including but not limited to that received from program sponsors for commercial endorsements used during the programs. "Program sponsors" shall include, but not be limited to, those persons or companies who make financial contributions supporting, or who pay a fee for, commercial announcements and endorsements used on the programs.

2. **Incentive Compensation Schedule.** Pursuant to Section 8 of the Agreement, Incentive Compensation is payable as follows.

A. **Post-Season Incentive Compensation.** Subject to the terms and conditions set forth in the Agreement, Employee shall receive Post-Season Incentive Compensation in the amounts, and based on attaining the goals as outlined below:

1. Southeastern Conference (maximum of \$125,000 per Contract Year):

- SEC Regular Season Champion \$ 75,000 AND
- SEC Tournament Champion \$ 50,000

2. NCAA (maximum of \$550,000 per Contract Year):

- Tournament Appearance: \$ 30,000 AND
- Round of 32 \$ 35,000 AND
- Sweet 16 \$ 45,000 AND
- Elite 8 \$ 50,000 AND
- Final Four \$ 75,000 AND
- National Championship Game \$ 85,000 AND
- NCAA Tournament Champion \$230,000.

3. Post-Season Incentive Compensation is additional compensation for the extra services required of Employee in the preparation for and participation in post-season play. If payable, Post-Season Incentive Compensation shall be paid within 60 days following the final postseason game in which Team participates.

4. If Employee does not actively coach the Team in the Position for any post-season game for any reason, including, but not limited to, termination or re-

assignment of position, Employee shall not be entitled to Post-Season Incentive Compensation.

B. **Coaching Recognition Incentive Compensation.** Coaching Recognition Incentive Compensation, if payable, shall be considered earned as of the first date any of the listed honors is named and shall be paid within 60 days of that date. The maximum amount of Coaching Recognition Incentive Compensation payable in a Contract Year shall be \$25,000. Employee may earn Coaching Recognition Incentive Compensation for receiving the following recognition:

- | | | |
|----|----------------------------|----------|
| 1. | SEC Coach of the Year | \$10,000 |
| 2. | National Coach of the Year | \$15,000 |

C. **Academic Incentive Compensation.** In any Contract Year in which the multi-year Academic Performance Rate (“APR”) for the Program is 940 or higher, LSU agrees to pay Employee Academic Incentive Compensation in the amount of \$50,000 for that Contract Year. The Academic Incentive Compensation, if payable, shall be considered earned on the date on which the APR for LSU is released and shall be paid within 60 days of such date. To be eligible for such compensation, Employee must be employed by LSU as of the date on which the APR is released.

3. **Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 11(B)(1) of the Agreement, if LSU terminates Employment during the Term without cause, LSU will pay liquidated damages of \$2,000,000, payable in a lump sum within 30 days of termination.
4. **Liquidated Damages for Termination by Employee Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if Employee terminates Employment during the Term to accept other employment, Employee shall pay LSU liquidated damages of \$2,000,000, payable in a lump sum within 30 days of termination.

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

By: _____
William F. Tate IV, President Date

 7/7/23

Kimberly Mulkey Date

RECOMMENDED:



Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President of
Finance and Administration & Chief Administrative Officer



Board of Supervisors

**Request from LSU Athletics to Approve Amended Employment Agreements
for Two Assistant Women’s Basketball Coaches**

Date: September 8, 2023

1. Bylaw Citation

Pursuant to Article VII, Section 1(L)(3):

The following matters shall require approval by the Board, regardless of any delegations of authority otherwise provided for in these Bylaws or the Regulations of the Board. Except as set forth herein, no such matter shall be undertaken or approved by or for any campus or the University without prior review by the President and appropriate University Officers and express, formal approval by the Board.

* * * *

Appointments and all other personnel actions relating to varsity athletics coaches and Athletic Directors receiving a salary of \$250,000 or above.

2. Summary of Matter

This resolution seeks approval of the amended employment agreements for Gary Redus and Bob Starkey. The key terms of the employment agreements are summarized below:

Name	Title	Current End Date	Amended End Date	Total Certain Compensation ^a
Gary Redus	Assistant Women’s Basketball Coach	6/30/2023	6/30/2025	\$275,000
Bob Starkey	Assistant Women’s Basketball Coach	6/30/2025	6/30/2026	\$355,000

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually in the first contract year upon execution. It does not include the value of any fringe benefits, such as car allowances, nor any one-time amounts, such as buy-outs, post-season incentive compensation or relocation allowances.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

The Athletics Department currently expects that all funds relating to these employment agreements will be paid from revenues generated by the Athletics Department.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Office of General Counsel has reviewed the proposed agreements.

7. Parties of Interest

LSU and the above-named personnel.

8. Related Transactions

None.

9. Conflicts of Interest

None known

10. Attachments

1. First Amendment to Employment Agreement: Gary Redus
2. First Amendment to Employment Agreement: Bob Starkey

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College approves the First Amendment of Employment Agreement for Gary Redus and the First Amendment of Employment Agreement for Bob Starkey as described in this item, and authorizes President William F. Tate IV to execute both agreements in consultation with the Office of General Counsel.

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (“First Amendment”) is made and entered into as of this 8th day of September, 2023, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate IV, its duly authorized President, and Gary Redus (“Employee”):

WHEREAS, LSU and Employee are parties to that certain Employment Agreement (“Employment Agreement”) dated June 17, 2022, and which is set to expire June 30, 2023;

WHEREAS, LSU and Employee desire to continue the employment relationship with amendment of certain provisions of the Employment Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows effective July 1, 2023:

1. **Modification of Base Salary.** Section 1(C) of the Employment Agreement is deleted and replaced with the following:

“C. “Base Salary Amount”: The annual sum as follows:

Start Date to June 30, 2023	\$150,000
July 1, 2023 to June 30, 2024	\$275,000
July 1, 2024 to June 30, 2025	\$305,000.”

2. **Modification of End Date.** Section 1(F) of the Employment Agreement is deleted and replaced with the following:

“F. “End Date”: June 30, 2025.”

3. **Amendment of Termination Provision.** Section 11(A)(1)(a) and 11(A)(1)(b) are deleted and replaced with the following:

“a. If, as determined by LSU and without the need for any adjudication by any other entity, Employee commits any material and substantial violation (or repeated lesser violations) of Governing Athletics Regulations, fails promptly to report any such violation by another person to the Director of Compliance, or commits a material and substantial violation of any LSU policies, rules, or procedures;

b. If, as determined by LSU and without the need for any adjudication by any other entity, there is any material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after Employee knew or had constructive knowledge that it was about to occur or was occurring, or (ii) Employee failed to follow reasonable policies and procedures established in writing by the Athletics

Department to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;"

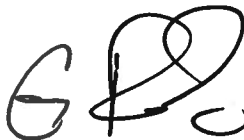
4. **No Further Amendment.** Except as set forth in the amendments, the Employment Agreement shall remain binding and in full force and effect. From and after the date of this First Amendment, all references to the term "Agreement" shall include the terms contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Employment Agreement on the day and year first set forth above.

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

By:

William F. Tate IV, President Date



Gary Redus

8/11/23
Date

RECOMMENDED:



Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (“First Amendment”) is made and entered into as of this 8th day of September, 2023, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate IV, its duly authorized President, and Bob Starkey (“Employee”):

WHEREAS, LSU and Employee are parties to that certain Employment Agreement (“Employment Agreement”) dated June 17, 2022, and which is set to expire June 30, 2025;

WHEREAS, LSU and Employee desire to continue the employment relationship with amendment of certain provisions of the Employment Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows effective July 1, 2023:

1. **Modification of Base Salary.** Section 1(C) of the Employment Agreement is deleted and replaced with the following:

“C. “Base Salary Amount”: The annual sum as follows:

Start Date to June 30, 2023	\$275,000
July 1, 2023 to June 30, 2024	\$355,000
July 1, 2024 to June 30, 2026	\$400,000.”

2. **Modification of End Date.** Section 1(F) of the Employment Agreement is deleted and replaced with the following:

“F. “End Date”: June 30, 2026.”

3. **Supplemental Compensation.** Section 1(K) is added to the Employment Agreement, as follows:

“K. “Supplemental Compensation: The annual sum of \$13,000, commencing on July 1, 2024.”

4. **Amendment of Termination Provision.** Section 11(A)(1)(a) and 11(A)(1)(b) are deleted and replaced with the following:

“a. If, as determined by LSU and without the need for any adjudication by any other entity, Employee commits any material and substantial violation (or repeated lesser violations) of Governing Athletics Regulations, fails promptly to report any such violation by another person to the Director of Compliance, or commits a material and substantial violation of any LSU policies, rules, or procedures;

b. If, as determined by LSU and without the need for any adjudication by any other entity, there is any material and substantial violation of Governing Athletics

Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after Employee knew or had constructive knowledge that it was about to occur or was occurring, or (ii) Employee failed to follow reasonable policies and procedures established in writing by the Athletics Department to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;”

5. **Terms of Supplemental Compensation.** Section 24 is added to the Employment Agreement, as follows:

“24. License, Royalty and Supplemental Compensation.

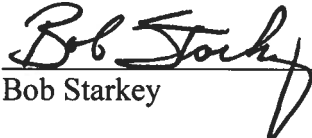
- A. **License.** As owner of the rights to Employee’s name, image and likeness, Employee grants to the University and Athletics Department, during the term of this Agreement, a perpetual, non-exclusive and non-transferrable license of the names, nicknames, initials, autograph, likeness, images, pictures, video, depictions, resemblance, quotes, phrases, interviews, coaching records, philosophies and methods attributable to Employee, and all derivatives thereof, for any current or future uses for promoting the University, Athletics Department or the Program. This license shall include the intellectual property rights and services of Employee in connection with promoting, appearing on, or participating in, as requested, and making reasonable efforts to make successful, LSU-sanctioned television, radio, social media and internet programs, including streaming services, concerning LSU and the Team.
- B. **Supplemental Compensation/Royalty.** As a royalty for the license granted herein, Employee will earn and receive Supplemental Compensation, which shall be payable in equal monthly installments and may be paid from affiliated foundation funds. Any amounts due to Employee under this Section for a partial Contract Year shall be prorated.
- C. **Ownership of Programming.** LSU shall exclusively own all rights to any television, radio, and internet programs and shall be entitled, at its option, to produce and market the programs or negotiate with third parties for the production and marketing of the programs. LSU shall retain all revenue generated by the programs including but not limited to that received from program sponsors for commercial endorsements used during the programs. “Program sponsors” shall include, but not be limited to, those persons or companies who make financial contributions supporting, or who pay a fee for, commercial announcements and endorsements used on the programs.

6. **No Further Amendment.** Except as set forth in the amendments, the Employment Agreement shall remain binding and in full force and effect. From and after the date of this First Amendment, all references to the term “Agreement” shall include the terms contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Employment Agreement on the day and year first set forth above.

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

By: _____
William F. Tate IV, President Date

 _____ **7-18-23**
Bob Starkey Date

RECOMMENDED:

 _____
Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer



Board of Supervisors

**Request from LSU Athletics to Approve Amended Employment Agreement
for Gymnastics Head Coach**

Date: September 8, 2023

1. Bylaw Citation

Pursuant to Article VII, Section 1(L)(3):

The following matters shall require approval by the Board, regardless of any delegations of authority otherwise provided for in these Bylaws or the Regulations of the Board. Except as set forth herein, no such matter shall be undertaken or approved by or for any campus or the University without prior review by the President and appropriate University Officers and express, formal approval by the Board.

* * * *

Appointments and all other personnel actions relating to varsity athletics coaches and Athletic Directors receiving a salary of \$250,000 or above.

2. Summary of Matter

This resolution seeks approval of the Second Amendment to Employment Agreement for Jay Clark, Head Gymnastics Coach. Coach Clark’s current employment agreement extends through June 30, 2025. LSU Athletics desires to extend the term of his employment agreement for an additional two years, through June 30, 2027. The total annual fixed compensation for the additional two years of employment will remain at \$280,000.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

The Athletics Department currently expects that all funds relating to these employment agreements will be paid from revenues generated by the Athletics Department.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Office of General Counsel has reviewed the Second Amendment to Employment Agreement.

7. Parties of Interest

LSU and the above-named personnel.

8. Related Transactions

None.

9. Conflicts of Interest

None known.

10. Attachments

Second Amendment to Employment Agreement for Jay Clark

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College approves the Second Amendment of Employment Agreement for Jay Clark as described in this item, and authorizes President William F. Tate IV to execute the Second Amendment of Employment Agreement in consultation with the Office of General Counsel.

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement (“Second Amendment”) is made and entered into as of this 8th day of September, 2023, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate IV, its duly authorized President, and Jeffrey Clark (“Employee”):

WHEREAS, LSU and Employee are parties to that certain Employment Agreement (“Employment Agreement”) dated September 16, 2020, which was amended on December 1, 2020 (“First Amendment”), and which is set to expire June 30, 2025;

WHEREAS, LSU and Employee desire to continue the employment relationship with amendment of certain provisions of the Employment Agreement as amended;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows effective July 1, 2023:

1. **Modification of End Date.** Section 1(F) of the Employment Agreement is deleted and replaced with the following:

“F. “End Date”: June 30, 2027.”

2. **Amendment of Termination Provision.** Section 11(A)(1)(a) and 11(A)(1)(b) are deleted and replaced with the following:

“a. If, as determined by LSU and without the need for any adjudication by any other entity, Employee commits any material and substantial violation (or repeated lesser violations) of Governing Athletics Regulations, fails promptly to report any such violation by another person to the Director of Compliance, or commits a material and substantial violation of any LSU policies, rules, or procedures;

b. If, as determined by LSU and without the need for any adjudication by any other entity, there is any material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after Employee knew or had constructive knowledge that it was about to occur or was occurring, or (ii) Employee failed to follow reasonable policies and procedures established in writing by the Athletics Department to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;”

3. **Modification of Incentive Compensation Schedule.** Section 2(C) of Schedule A of the Employment Agreement is deleted and replaced with the following:

“C. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate “APR” (as defined by the NCAA) for the Program is at least 940 in any one contract year, LSU agrees to pay EMPLOYEE Academic Incentive Compensation in the amount of \$5,000 for that contract year. The Academic

Incentive Compensation, if payable, shall be considered earned on the date on which the APR for LSU is released and shall be paid within 60 days of such date. To be eligible for such compensation, EMPLOYEE must be employed by LSU as of the date on which the incentives are earned.”

4. **No Further Amendment.** Except as set forth in the amendments, the Employment Agreement shall remain binding and in full force and effect. From and after the date of this Second Amendment, all references to the term “Agreement” shall include the terms contained in this Second Amendment.

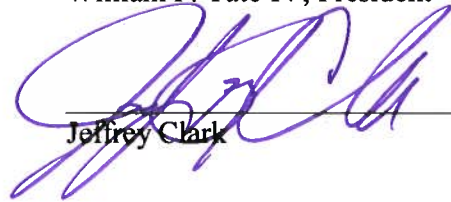
IN WITNESS WHEREOF, the parties have executed this Second Amendment to Employment Agreement on the day and year first set forth above.

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

By:

William F. Tate IV, President

Date



Jeffrey Clark

8-18-23

Date

RECOMMENDED:



Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President of
Finance and Administration & Chief Administrative Officer



Board of Supervisors

**Request from LSU Athletics to Approve New Term Sheet
for Assistant Baseball Coach**

Date: September 8, 2023

1. Bylaw Citation

Pursuant to Article VII, Section 1(L)(3):

The following matters shall require approval by the Board, regardless of any delegations of authority otherwise provided for in these Bylaws or the Regulations of the Board. Except as set forth herein, no such matter shall be undertaken or approved by or for any campus or the University without prior review by the President and appropriate University Officers and express, formal approval by the Board.

* * * *

Appointments and all other personnel actions relating to varsity athletics coaches and Athletic Directors receiving a salary of \$250,000 or above.

2. Summary of Matter

This resolution seeks approval of the Term Sheet for Nathan Yeskie. The key terms of the Term Sheet are summarized below. A full Employment Agreement will be submitted to the Board for approval at a later date.

Name	Title	Proposed Start Date	Proposed End Date	Proposed Total Certain Compensation
Nathan Yeskie	Assistant Baseball Coach	7/7/2023	6/30/2026	\$400,000

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as a car allowance, nor any one-time amounts, such as contract buy-outs, relocation allowances or post-season incentive compensation.

3. Review of Business Plan

N/A

4. Fiscal Impact

The Athletics Department currently expects that all funds relating to this Term Sheet will be paid from revenues generated by the Athletics Department.

5. Description of Competitive Process

N/A

6. Review of Legal Documents

The Office of General Counsel has reviewed the Term Sheet.

7. Parties of Interest

LSU and the above named Assistant Coach

8. Related Transactions

N/A

9. Conflicts of Interest

None known

10. Attachments

Term Sheet: Nathan Yeskie, Assistant Baseball Coach

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College approves the Term Sheet for Nathan Yeskie as described in this item, and authorizes President William F. Tate IV to execute the Term Sheet in consultation with the Office of General Counsel.

TERM SHEET BETWEEN
LOUISIANA STATE UNIVERSITY AND NATHAN YESKIE

Position: Assistant Baseball Coach at LSU
Reporting: Coach shall report directly to Jay Johnson, Head Coach
Term: Effective no later than July 7, 2023 and ending June 30, 2026
Compensation:

- Base Salary (annual rate; pro-rated for partial years):
 - Effective no later than July 7, 2023 through June 30, 2026 \$400,000

Incentives:

- Post-Season Incentive Compensation as identified below (maximum of \$120,000 per contract year):
 - SEC Regular Season Champions \$25,000 OR
 - SEC Tournament Champions \$25,000 OR
 - Maximum compensation for both championships \$40,000

 - NCAA Selection \$15,000 AND
 - Advance to Super Regionals \$20,000 AND
 - Advance to College World Series (CWS) \$10,000 AND
 - Advance to CWS Championship Series \$15,000 AND
 - NCAA Champions \$20,000
- Other Special Incentives (paid by LSU):
 - Coach shall receive vehicle allowance in the amount of \$800 per month.
 - A relocation incentive of \$25,000 and up to fourteen (14) consecutive days of temporary housing, as needed, to be used for relocation expenses. Per university policy, the Relocation Incentive stipulates that part or all of the advance payment will be returned if Coach does not continue employment with the University for at least two (2) full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.
 - LSU acknowledges that a necessary element of Coach accepting employment with LSU is LSU's commitment to pay up to \$400,000 of the expense Coach will incur as a result of terminating employment with his current employer and commencing employment with LSU. LSU has authorized the reimbursement of Coach for this expense under its accountable plan (as described in Section 1.62-2 of the Treasury regulations) and, if it qualifies, will pay such sum directly to Coach's former employer. If required by the Internal Revenue Service or deemed necessary by Coach or LSU, LSU will report these funds to the Internal Revenue Service as a reimbursement to Coach. In the event LSU's payment to Coach's former employer is determined to be taxable compensation attributable to Coach, then LSU shall also pay Coach additional one-time supplemental compensation equal to 35 percent of the amount paid under this provision or the increased tax burden resulting from the supplemental compensation, whichever is less. If required by the Internal Revenue Service or deemed necessary by Coach or LSU, LSU will report these funds to the Internal Revenue Service as a reimbursement to Coach.

Termination without Cause by University: If LSU terminates the employment of Coach without Cause, LSU will pay ninety percent (90%) of the remaining Base Salary and Supplemental Compensation which would have

been payable to Coach over the remaining Term with partial years and months pro-rated. Any payments due to Coach will be paid in equal monthly installments over the course of the remaining Term.

Coach shall have duty to mitigate and use best efforts to obtain employment in another coaching or professional position with compensation at market value. For the purposes of this section, "compensation at market value" means compensation consistent with that of a person holding the same or similar position at a peer institution, firm, or company.

Coach shall not attempt to allow third parties to take advantage of this section as a means of avoiding paying the market value of Coach's services. In event Coach breaches these obligations, LSU will have the right to (i) be completely relieved of any obligation to make any remaining payments owed to Coach or (ii) adjust payments to reflect the market value for Coach's employment or services.

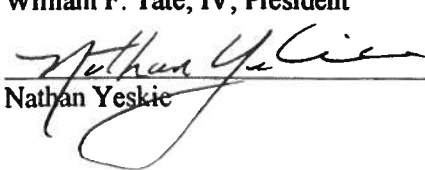
Termination for Cause by University: If LSU terminates the employment of Coach for cause, LSU shall have no obligation to Coach to pay any further amounts beyond the end of the month in which Coach is terminated.

Termination by Coach: If Coach terminates the employment at any time, Coach will pay to LSU as liquidated damages an amount as follows, payable either in a lump sum or in equal installments over the remaining Term:

- One hundred percent (100%) of all remaining Base Salary and Supplemental Compensation which would have been payable to Coach for the remaining term if Coach accepts employment in a non-head coaching position with another SEC baseball program; or
- Fifty percent (50%) of all remaining Base Salary and Supplemental Compensation which would have been payable to Coach for the remaining term if Coach accepts employment in a non-head coaching position in college baseball or in a Major League Baseball (MLB) pitching coach position other than as described above or terminates employment for any other reason;
- Except, however, no liquidated damages will be owed if Coach accepts any collegiate head coaching or MLB head coaching position; terminates the Agreement after the conclusion of the final season (including championship game, if applicable) covered by the Term; or if Coach terminates within ninety (90) days of Jay Johnson's last day of employment with LSU as Head Coach.

Miscellaneous: THIS AGREEMENT IS CONTINGENT UPON A SATISFACTORY BACKGROUND CHECK AND APPROVAL BY THE LSU BOARD OF SUPERVISORS. The Term shall not be valid or enforceable and Coach's employment shall be "at-will" until both of these conditions are satisfied. Coach acknowledges that failure to disclose any and all criminal or civil matters from the past five years to LSU prior to signing this Agreement, including those currently pending but excluding non-felony traffic infractions, will serve as a basis to terminate employment for cause. The Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana. The parties intend to negotiate diligently and in good faith and to prepare and execute a formal long-form contract that more fully states the terms of their agreement, which, once executed, will supersede the terms of this Term Sheet, but unless and until that occurs, this Term Sheet remains in full force and effect.

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

By: _____
William F. Tate, IV, President Date
 6/30/23
Nathan Yeskie Date

RECOMMENDED:


Scott Woodward, Director of Athletics



Board of Supervisors

Request from LSU Athletics to Amend the Ticket and Parking Distribution Policy

Date: September 8, 2023

1. Citation

The LSU Athletics Ticket, Parking and Tradition Fund Policy establishes the general guideline for ticket and parking pricing and distribution (general and complimentary). Any changes in the distribution of complimentary tickets and parking permits requires the board to approve an amendment to the policy.

2. Summary of Matter

The LSU Athletics Department is proposing amending a portion of the Athletics Ticket, Parking, and Tradition Fund Policy to allow discretion in distributing complimentary tickets and parking passes.

The proposal will address the fluctuating demand for complimentary tickets and parking passes to meet personnel needs and recruiting purposes.

The University proposes amending the Complimentary Ticket and Parking Distribution Policy to include the following change:

- 1) Authorize the Athletics Director or designee to annually allocate complimentary ticket and parking pass distributions, in consultation with the Board Chair and Athletics Committee Chair, for the following groups:
 - Athletics Department
 - University Officials and Guests
 - Service Personnel
 - Press Box Seating/Limited Access Seating

3. Review of Business Plan

N/A

4. Fiscal Impact

None.

5. Description of Competitive Process

None.

6. Review of Legal Documents

None.

7. Parties of Interest

LSU Athletics
University Officials and Guests
Service Personnel

8. Related Transactions

None.

9. Conflicts of Interest

None.

10. Attachment

Schedules G and H listing details of complimentary tickets and parking passes

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize annual amendment to the LSU Athletic Ticket, Parking, and Tradition Fund Policy pertaining to Schedules G and H for the allocation of complimentary tickets and parking passes as presented on September 8, 2023.

COMPLIMENTARY TICKET DISTRIBUTION-HOME EVENTS

The Distribution of complimentary tickets to home athletic events will be based upon the staff member's relationship to the athletic team participating, and/or the Athletics Department. All tickets indicated in this category are located within the general seating of the stadium, except when noted for premium seating (Suites or Clubs) or press box area. All seat quantities and locations are assigned annually at the discretion of the Athletics Department based on staff size and needs within the Department. This schedule will be submitted for approval to the Athletic Director on an annual basis for each ticketed sport prior to the start of each season. Once approved, this schedule will be submitted to the Office of the Board of Supervisors for public display on the Board website as part of Schedule G – Complimentary Ticket Distribution.

The distribution will be broken into the following categories:

1. Athletic Department
2. University Officials & Guests
3. Press Box/Premium Seating
4. Special Needs/Service Personnel

COMPLIMENTARY TICKET DISTRIBUTION – AWAY FOOTBALL GAMES

Distribution of complimentary tickets to away football games will be based upon the staff member's relationship to the football team, and/or Athletics Department. All tickets indicated in this category are tickets located within the general seating of the stadium, not in the stadium premium seating (Suites or Clubs) or press box area. All seat quantities and locations are assigned annually at the discretion of the Athletics Department based on staff size and needs within the Department. This schedule will be submitted for approval to the Athletic Director on an annual basis for each ticketed sport prior to the start of each season. If not used, they will be included in the group of tickets that are sold or returned to the host university. Once approved, this schedule will be submitted to the Office of the Board of Supervisors for public display on the Board website as part of Schedule G – Complimentary Ticket Distribution.

The distribution will be broken into the following categories:

1. University Officials and Guests
2. Athletics Department
3. Ticketed Sport

COMPLIMENTARY TICKET DISTRIBUTION – POST-SEASON

Distribution of complimentary tickets for bowl games, College Football Playoff games, NCAA Championships and other post season activity will be based upon the staff member's relationship to the athletic team participating, and/or the Athletics Department. All tickets indicated in this category are located within the general seating of the stadium, except when noted for premium seating (Suites or Clubs) or press box area. All seat quantities and locations are assigned annually at the discretion of the Athletics Department based on staff size and needs within the Department. This schedule will be submitted for approval to the Athletic Director on an annual basis for each ticketed sport prior to the start of each season. Once approved, this schedule will be submitted to the Office of the Board of Supervisors for public display on the Board website as part of Schedule G – Complimentary Ticket Distribution.



Board of Supervisors

Request from LSU Athletics to Increase Football Ticket Prices, Parking and Tradition Fund

Date: September 8, 2023

1. Citation

The LSU Athletics Ticket, Parking and Tradition Fund Policy establishes the schedules approved by the board for ticket pricing for football. An update in the football ticket prices and tradition fund requires the board to approve an amended schedule to the policy.

2. Summary of Matter

The LSU Athletics Department is proposing amending a portion of the Athletics Ticket, Parking, and Tradition Fund Policy to adjust prices for LSU Football starting with the 2024 season. The last ticket price, student ticket price, and parking increases were in 2020, 2006, and 2012, respectively.

The University proposes amending Schedule A (Ticket and Tradition Fund) and Schedule D (Parking) of the current LSU Athletics Ticket, Parking, and Tradition Fund Policy to include the following change:

- 1) Establish season ticket prices for the 2024 and subsequent seasons, including Tradition Fund levels, in accordance with the attached schedules;
- 2) Authorize the President, in consultation with the Board Chair and Athletics Committee Chair, to approve additional season ticket price increases in the lower bowl and premium area by \$25 per season ticket should the conference add an additional conference game to the schedule (increase from eight conference games to nine);
- 3) Establish student season ticket prices for the 2024 and subsequent seasons in accordance with the attached schedules;
- 4) Authorize the President, in consultation with the Board Chair and Athletics Committee Chair, to approve additional student season ticket price increase up to 15% per season ticket should the conference add an additional home game to the schedule (increase from seven home games to eight); and
- 5) Establish season parking increases for the 2024 and subsequent seasons in accordance with the attached schedules.

Summary of season ticket price changes:

General seating	Ranging from a reduction of \$50 per season ticket to an increase of \$125 per season ticket
Club Level	\$50 per season ticket
Suite Level	\$50 per season ticket

Prorated over the season, and depending on the location, per game ticket prices will change from (\$7.14) to \$17.86. Detailed schedules of the increases are attached.

Summary of proposed student ticket price increases:

General admission	Average of \$19 per season ticket (2024-2026)
Reserved	Average of \$21 per season ticket (2024-2026)

Prorated over the season, per game general admission student tickets will increase \$2.71 and per game reserved student tickets will increase \$3.00. Detailed schedules of the increases are attached.

Summary of proposed parking changes:

Car parking	Ranging from a reduction of \$50 per season parking pass to an increase of \$388 per season parking pass (2024-2025)
Motorhome parking	\$175-\$500 per season parking pass (2024-2025)

3. Review of Business Plan

N/A

4. Fiscal Impact

Athletics estimates the increase in revenue based upon past attendance is approximately \$5,124,950.

5. Description of Competitive Process

None.

6. Review of Legal Documents

None.

7. Parties of Interest

LSU Athletics
Football season ticket holders
Football season parking pass holders

8. Related Transactions

None.

9. Conflicts of Interest

None.

10. Attachment

Schedules A and D listing details of price increases

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby approve the amendment to the LSU Athletic Ticket, Parking, and Tradition Fund Policy pertaining to Schedule A for LSU Football season ticket pricing as presented on September 8, 2023;

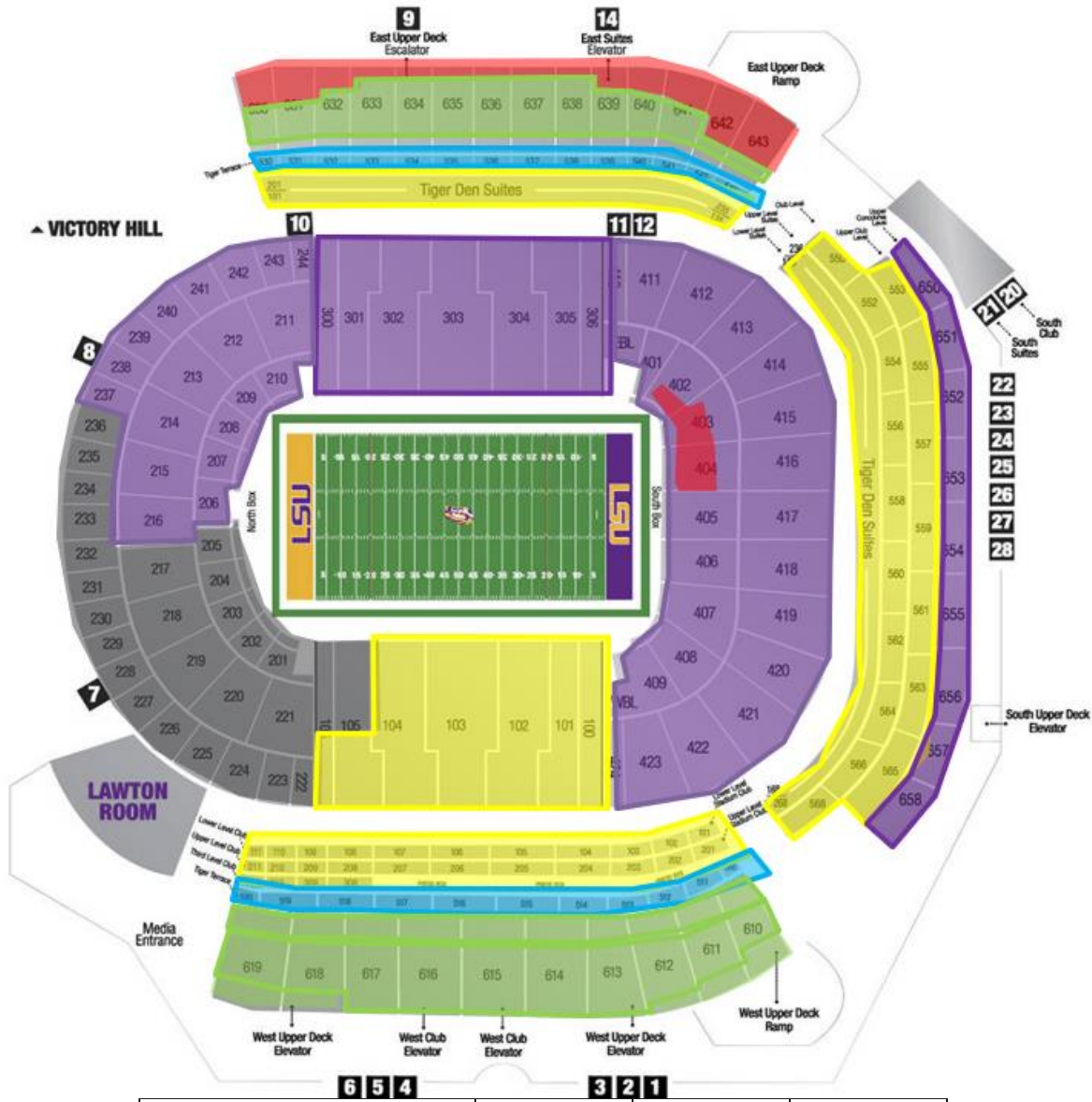
BE IT FURTHER RESOLVED the Board authorizes the President or designee, in consultation with the Board Chair and Athletics Committee Chair, to approve season ticket price increases in the lower bowl and premium area by \$25 per season ticket should the conference add an additional conference game to the schedule;

BE IT FURTHER RESOLVED the Board does hereby approve the amendment to the LSU Athletic Ticket, Parking, and Tradition Fund Policy pertaining to Schedule A for LSU Football student season ticket pricing as presented on September 8, 2023;

BE IT FURTHER RESOLVED the Board authorizes the President or designee, in consultation with the Board Chair and Athletics Committee Chair, to approve student season ticket price increases up to 15% per season ticket should the conference add an additional home game to the schedule; and

BE IT FURTHER RESOLVED the Board does hereby approve the amendment to the LSU Athletic Ticket, Parking, and Tradition Fund Policy pertaining to Schedule D for LSU Football season parking pricing as presented on September 8, 2023.

SCHEDULE A FOOTBALL SEASON PRICING



Season Ticket Location	2024	2025	2026
Premium/West Sideline	\$600	\$600	\$600
Lower Bowl/Skyline Club	\$500	\$500	\$500
Tiger Terrace	\$450	\$450	\$450
Upper Deck	\$360	\$360	\$360
Visiting Team	N/A	N/A	N/A
Student Section GA	\$105	\$125	\$140
Student Section Reserved	\$150	\$170	\$190

***LSU Athletics proposes to grant an additional increase in the lower bowl and premium areas of \$25 per ticket in the event the SEC approves a 9-game conference schedule in the coming seasons. ***

***In the event of a football season with 8 home games LSU Athletics has the ability to raise student tickets 15% for that season to accommodate the additional home game. ***

Schedule A - Football Tradition Fund Pricing 2024 Season – Last Updated in FY24



2024 Football Season Ticket Prices

	Tradition Fund Donation	Season Ticket Cost		Tradition Fund Donation	Season Ticket Cost
West Sideline 1	\$1,200	\$600	South Endzone 1	\$400	\$500
West Sideline 2	\$1,100	\$600	North Endzone 1	\$400	\$500
West Sideline 3	\$1,000	\$600	South Endzone 2	\$350	\$500
East Sideline 1	\$1,075	\$500	North Endzone 2	\$350	\$500
East Sideline 2	\$1,000	\$500	Endzone 3	\$275	\$500
East Sideline 3	\$950	\$500	Upper Chairbacks 1	\$450	\$360
West Low Sidelines (Rows 1-2)	\$750	\$600	Upper Chairbacks 2	\$350	\$360
East Low Sidelines (Rows 1-2)	\$750	\$500	Upper Chairbacks 3	\$250	\$360
Tiger Terrace 1	\$950	\$450	Upper Benchbacks	\$150	\$360
Tiger Terrace 2	\$900	\$450	Skyline Club	\$0	\$500
Tiger Terrace 3	\$850	\$450	Upper Bench	\$0	\$360
North Accessible Seats	\$275	\$500	Premium Seating		
			Student Section		

SCHEDULE D FOOTBALL PARKING PRICING - FY 2024-25

2024 Football Season Parking Prices			
Parking Lot	Tradition Fund	Parking Pass Cost	Total Price
Automobile - Tier 1			
101 (Reserved)	\$ 750	\$ 400	\$ 1,150
102 (Reserved)	\$ 750	\$ 400	\$ 1,150
103 (Reserved)	\$ 750	\$ 400	\$ 1,150
104 (Reserved)	\$ 750	\$ 400	\$ 1,150
201 (Reserved)	\$ 750	\$ 400	\$ 1,150
202 (Reserved)	\$ 750	\$ 400	\$ 1,150
301 (Reserved)	\$ 750	\$ 400	\$ 1,150
401 (Reserved)	\$ 750	\$ 400	\$ 1,150
Automobile - Tier 2			
107	\$ 325	\$ 300	\$ 625
109	\$ 325	\$ 300	\$ 625
110	\$ 325	\$ 300	\$ 625
202	\$ 325	\$ 300	\$ 625
203	\$ 325	\$ 300	\$ 625
208	\$ 325	\$ 300	\$ 625
208 (SUITES)	\$ -	\$ 300	\$ 300
301	\$ 325	\$ 300	\$ 625
303	\$ 325	\$ 300	\$ 625
304	\$ 325	\$ 300	\$ 625
305	\$ 275	\$ 300	\$ 575
400	\$ 375	\$ 300	\$ 675
402	\$ 325	\$ 300	\$ 625
404	\$ 375	\$ 300	\$ 675
Automobile - Tier 3			
102	\$ 250	\$ 300	\$ 550
103	\$ 250	\$ 300	\$ 550
104	\$ 250	\$ 300	\$ 550
204	\$ 250	\$ 300	\$ 550
205	\$ 250	\$ 300	\$ 550
206	\$ 250	\$ 300	\$ 550
207	\$ 250	\$ 300	\$ 550
105	\$ 200	\$ 300	\$ 500
106	\$ 200	\$ 300	\$ 500
108	\$ 200	\$ 300	\$ 500
302 (SUITES)		\$ 300	\$ 300
307	\$ 200	\$ 300	\$ 500
308	\$ 200	\$ 300	\$ 500
309	\$ 200	\$ 300	\$ 500
Tower Drive/Lot 314	\$ 200	\$ 300	\$ 500

**SCHEDULE D
FOOTBALL PARKING
PRICING - FY 2024-25**

Automobile - Tier 4			
310	\$ 200	\$ 250	\$ 450
311	\$ 200	\$ 250	\$ 450
312	\$ 200	\$ 250	\$ 450
313	\$ 200	\$ 250	\$ 450
406	\$ 200	\$ 200	\$ 400
Automobile - Tier 5			
407	\$ 100	\$ 200	\$ 300
408	\$ 150	\$ 200	\$ 350
409	\$ 150	\$ 200	\$ 350
411	\$ 100	\$ 200	\$ 300
Union Garage	\$ 70	\$ 200	\$ 270
LA House	\$ 100	\$ 200	\$ 300
Motorhome			
TV - 1	\$ 1,200	\$ 500	\$ 1,700
TV - 2	\$ 825	\$ 500	\$ 1,325
401 - RV (Front Row)	\$ 6,000	\$ 2,000	\$ 8,000
401 - RV (Back Row)	\$ 4,500	\$ 2,000	\$ 6,500
Handicap - ADA Accessible			
All Lots	\$ 200	\$ 300	500

**SCHEDULE D
FOOTBALL PARKING
PRICING - FY 2024-25**

2025 Football Season Parking Prices			
Parking Lot	Tradition Fund	Parking Pass Cost	Total Price
Automobile - Tier 1			
101 (Reserved)	\$ 750	\$ 750	\$ 1,500
102 (Reserved)	\$ 750	\$ 750	\$ 1,500
103 (Reserved)	\$ 750	\$ 750	\$ 1,500
104 (Reserved)	\$ 750	\$ 750	\$ 1,500
201 (Reserved)	\$ 750	\$ 750	\$ 1,500
202 (Reserved)	\$ 750	\$ 750	\$ 1,500
301 (Reserved)	\$ 750	\$ 750	\$ 1,500
401 (Reserved)	\$ 750	\$ 750	\$ 1,500
Automobile - Tier 2			
107	\$ 450	\$ 300	\$ 750
109	\$ 450	\$ 300	\$ 750
110	\$ 450	\$ 300	\$ 750
202	\$ 450	\$ 300	\$ 750
203	\$ 450	\$ 300	\$ 750
208	\$ 450	\$ 300	\$ 750
208 (SUITES)	\$ -	\$ 300	\$ 300
301	\$ 450	\$ 300	\$ 750
303	\$ 450	\$ 300	\$ 750
304	\$ 450	\$ 300	\$ 750
305	\$ 450	\$ 300	\$ 750
400	\$ 550	\$ 300	\$ 850
402	\$ 450	\$ 300	\$ 750
404	\$ 550	\$ 300	\$ 850
Automobile - Tier 3			
102	\$ 300	\$ 300	\$ 600
103	\$ 300	\$ 300	\$ 600
104	\$ 300	\$ 300	\$ 600
204	\$ 300	\$ 300	\$ 600
205	\$ 300	\$ 300	\$ 600
206	\$ 300	\$ 300	\$ 600
207	\$ 300	\$ 300	\$ 600
105	\$ 300	\$ 300	\$ 600
106	\$ 300	\$ 300	\$ 600
108	\$ 300	\$ 300	\$ 600
302 (SUITES)		\$ 300	\$ 300
307	\$ 300	\$ 300	\$ 600
308	\$ 300	\$ 300	\$ 600
309	\$ 300	\$ 300	\$ 600
Tower Drive/Lot 314	\$ 300	\$ 300	\$ 600

**SCHEDULE D
FOOTBALL PARKING
PRICING - FY 2024-25**

Automobile - Tier 4			
310	\$ 200	\$ 300	\$ 500
311	\$ 200	\$ 300	\$ 500
312	\$ 200	\$ 300	\$ 500
313	\$ 200	\$ 300	\$ 500
406	\$ 200	\$ 200	\$ 400
Automobile - Tier 5			
407	\$ 100	\$ 200	\$ 300
408	\$ 100	\$ 200	\$ 300
409	\$ 100	\$ 200	\$ 300
411	\$ 100	\$ 200	\$ 300
Union Garage	\$ 100	\$ 200	\$ 300
LA House	\$ 100	\$ 200	\$ 300
Motorhome			
TV - 1	\$ 1,500	\$ 500	\$ 2,000
TV - 2	\$ 1,000	\$ 500	\$ 1,500
401 - RV (Front Row)	\$ 7,000	\$ 2,000	\$ 9,000
401 - RV (Back Row)	\$ 5,000	\$ 2,000	\$ 7,000
Handicap - ADA Accessible			
All Lots	\$ 300	\$ 300	600



Board of Supervisors

**Request from LSU Athletics to Increase
Women’s Basketball Ticket Prices and Tradition Fund**

Date: September 8, 2023

1. Citation

The LSU Athletics Ticket, Parking and Tradition Fund Policy establishes the schedules approved by the board for ticket pricing for women’s basketball. An increase in the women’s basketball ticket prices and tradition fund requires the board to approve an amended schedule to the policy.

2. Summary of Matter

The LSU Athletics Department is proposing amending a portion of the Athletics Ticket, Parking, and Tradition Fund Policy to adjust prices for LSU Women’s Basketball starting with the 2024 season. The last ticket price increase was in 2021.

The University proposes amending Schedule B (Ticket and Tradition Fund) of the current LSU Athletics Ticket, Parking, and Tradition Fund Policy to establish season ticket prices for the 2024 season, including Tradition Fund levels in accordance with the attached schedules.

The proposed ticket price increases for general seating, depending on location, will range from \$25 to \$75 per season ticket. Prorated over the season, the per game ticket price increase will be between \$1.47 and \$4.41. Detailed schedules of the increases are attached.

3. Review of Business Plan

N/A

4. Fiscal Impact

Athletics estimates the increase in revenue based upon past attendance is approximately \$320,000.

5. Description of Competitive Process

None.

6. Review of Legal Documents

None.

7. Parties of Interest

LSU Athletics
Women's basketball season ticket holders

8. Related Transactions

None.

9. Conflicts of Interest

None.

10. Attachment

Schedule B listing details of price increases

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the amendment to the LSU Athletic Ticket, Parking, and Tradition Fund Policy pertaining to Schedule B for LSU Women's Basketball season ticket pricing as presented on September 8, 2023.

SCHEDULE B WOMEN'S BASKETBALL

LSU Women's Basketball Tradition Fund

2024 – 2025 Season – Last Updated in FY21



	Season Ticket Price	Tradition Fund Contribution
Courtside	\$250	TAF
100 Level	\$250	\$250
100 Level	\$250	\$150
100 Level	\$250	\$75
200 Level	\$200	\$125
200 Level	\$200	\$50
200 Level	\$200	\$25
300 Level	\$100	\$50
300 Level	\$100	-
300 Level	\$75	-
Student Section	-	-

2024-2025 WOMEN'S BASKETBALL TRADITION FUND SEATING CHART



Board of Supervisors

**Request from LSU Athletics to Approve Amendment to Employment Agreement
for Deputy Athletics Director for Leadership and Strategy**

Date: September 8, 2023

1. Bylaw Citation

Pursuant to Article VII, Section 1(L)(3):

The following matters shall require approval by the Board, regardless of any delegations of authority otherwise provided for in these Bylaws or the Regulations of the Board. Except as set forth herein, no such matter shall be undertaken or approved by or for any campus or the University without prior review by the President and appropriate University Officers and express, formal approval by the Board.

* * * *

Appointments and all other personnel actions relating to varsity athletics coaches and Athletic Directors receiving a salary of \$250,000 or above.

2. Summary of Matter

This resolution seeks approval of an amendment to the Employment Agreement for Lori Williams. The only change relates to the amount of Post-Season Incentive Compensation to which Ms. Williams is entitled should the Women’s Basketball team engage in post-season play. The amendment increases the amount of Post-Season Incentive Compensation from \$10,000 to \$15,000. All other terms remain intact.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

The Athletics Department currently expects all funds relating to this Employment Agreement will be paid from revenues generated by the Athletics Department.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Office of General Counsel has reviewed the First Amendment to Employment Agreement.

7. Parties of Interest

LSU and the above-named personnel.

8. Related Transactions

None.

9. Conflicts of Interest

None known

10. Attachment

First Amendment to Employment Agreement: Lori Williams

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College approves the First Amendment to Employment Agreement for Lori Williams as described in this item, and authorizes President William F. Tate IV to execute the Term Sheet in consultation with the Office of General Counsel.

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (“First Amendment”) is made and entered into as of this 8th day of September, 2023, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate IV, its duly authorized President, and Lori Williams (“Employee”):

WHEREAS, LSU and Employee are parties to that certain Employment Agreement (“Employment Agreement”) dated February 10, 2023, and which is set to expire December 5, 2024;

WHEREAS, LSU and Employee desire to continue the employment relationship with amendment of certain provisions of the Employment Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows effective July 1, 2023:

1. **Modification of Incentive Compensation.** Section 6 of the Employment Agreement is deleted and replaced with the following:

“6. **Incentive Compensation.** Employee shall be entitled to Post-Season Incentive Compensation for each contract year in which the LSU women’s basketball team participates in post-season game(s). If payable, Post-Season Incentive Compensation shall be in the amount of \$15,000, shall be paid within 60 days of achieving the applicable goal, and may be payable from affiliated foundation funds. Post-Season Incentive Compensation is additional compensation for the extra services required of Employee in the preparation for and participation in post-season play, in accordance with LSU’s policies and procedures. If Employee does not maintain employment for any post-season game for any reason, Employee shall not be entitled to Post-Season Incentive Compensation.”

2. **No Further Amendment.** Except as set forth in the amendments, the Employment Agreement shall remain binding and in full force and effect. From and after the date of this First Amendment, all references to the term “Agreement” shall include the terms contained in this First Amendment.

IN WITNESS WHEREOF, each party has executed this First Amendment to Employment Agreement on the date referenced below.

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

By: _____
William F. Tate IV, President Date

Lori Williams 01/11/2023
Lori Williams Date

RECOMMENDED:

Scott Woodward
Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer



Board of Supervisors

RISK MANAGEMENT COMMITTEE

BOARD OF SUPERVISORS MEETING | SEPTEMBER 8, 2023



Office of Internal Audit

Louisiana State University

3810 West Lakeshore Drive • Suite 122 • Baton Rouge, LA 70808

Quarterly Audit Summary

Fiscal Year 2023, 4th Quarter



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Multi-Campus

Third-Party Billing and Collections

Audit Initiation:

This audit was included on the Board-approved audit plan.

Audit Scope and Objectives:

The objective of this audit was to evaluate the controls used by Health Sciences Center New Orleans (HSCNO), Health Care Services Division (HCSD), and the LSU Healthcare Network (LSUHN) to monitor performance of the third-party billing provider, Acadiana Computer Services (ACS). The scope included the last three fiscal years.

Audit Findings and Recommendations:

We noted processes in place to mitigate the related risks, such as monitoring procedures to evaluate the billing and collection accuracy by ACS. We also identified areas where controls could be enhanced and provided the following recommendations to management:

- HSCNO should develop a process to verify the accuracy and completeness of revenue payments from the LSUHN.
- Lallie Kemp should establish performance metrics in future contracts to document minimum standards for third-party vendors.
- HSCNO, HCSD, and LSUHN should consider mandating a Systems and Organization of Controls Type 2 (SOC-2) review or other form of certification from all third-party vendors who work with patient data to evaluate the effectiveness of the vendor's security controls.

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 January 1, 2025.

LSU Online

Audit Initiation:

This audit was included on the Board-approved audit plan.

Audit Scope and Objectives:

The primary objective of the audit was to assess the processes used by LSU Online and Continuing Education (OCE) to market and support online graduate and undergraduate programs, continuing education, and professional development courses. The scope included all online education activities for fiscal years 2021 through 2023 at LSU A&M, LSU Alexandria, LSU Eunice, and LSU Shreveport.

Audit Findings and Recommendations:

We identified mitigating controls implemented by OCE such as standardized language for syllabus proctoring disclosures, executive management approvals required for new programs, and reconciliations for revenue sharing and Guild payments. We also noted opportunities to improve controls and provided management with the following recommendations:

- Develop and implement budget oversight procedures with an emphasis on controlling expenses.
- Reevaluate the revenue share process and create an updated process to reconcile revenue and process entries in smaller increments.
- Strengthen controls to ensure all advertised claims can be supported, referenced accolades are current, and advertisements are periodically reviewed for accuracy.
- Enhance controls to ensure online programs receive all required approvals prior to launch.
- Consult with General Counsel to ensure legal risks associated with proctoring for online coursework are mitigated to an acceptable level.

Management's Response and Corrective Action Plan:

Management agreed with our recommendations and is in the process of implementing corrective action plans, which will be complete by December 31, 2023.

Louisiana State University A&M (LSUAM)

Residential Life Operations

Audit Initiation:

This audit was included on the Board-approved audit plan.

Audit Scope and Objectives:

The primary objective of the audit was to evaluate Residential (Res) Life's operational controls for charging and collecting rent, assessing and collecting penalties, and managing agency accounts. The scope included related reports, transactions, financial information, and supporting documentation for the period July 1, 2017, through June 30, 2022, at the LSU A&M campus.

Audit Findings and Recommendations:

We determined that room rate increases are verbally approved by the Vice President of Student Affairs and Vice Provost. Consequently, we recommended that management obtain delegated authority from the LSU President to approve new or increased room rates. In addition, Res Life should implement a formal process to document such approvals.

Management's Response and Corrective Action Plan:

Management agreed with our recommendation and is in the process of implementing corrective action, which will be complete by August 31, 2023.

Health Sciences Center Shreveport (HSCS)

Management Letter (Louisiana Legislative Auditor)

Audit Initiation:

The Louisiana Legislative Auditor (LLA) conducted this external audit.

Audit Scope and Objectives:

The audit objective was to provide assurances on information significant to LSU System's financial statements, evaluate the effectiveness of internal control over financial reporting and compliance, and determine whether HSCS complied with applicable laws and regulations.

In addition, LLA determined whether management took actions to correct prior-year findings.

Audit Findings and Recommendations:

LLA found that the prior-year findings related to noncompliance with joint venture agreements, inadequate controls over accounts receivable, and noncompliance with and weaknesses in controls over subrecipient monitoring requirements had been resolved. However, the following findings remain outstanding:

- For the third consecutive year, HSCS did not adequately monitor the billing and collection services performed by a third-party servicer and the related subservice organization.
- For the third consecutive year, HSCS did not maintain adequate controls over payroll processing.
- For the fourth consecutive year, HSCS did not ensure internal control over documentation for personnel services were operating effectively and did not ensure compliance with federal guidance regarding cost transfers applicable to the research and development (R&D) cluster. In addition, HSCS did not ensure costs charged to federal awards were allowable in accordance with federal regulations and the terms and conditions of the award when requesting reimbursement.
- For the fourth consecutive year, HSCS did not have adequate controls in place to ensure compliance with special tests and provisions requirements.
- HSCS did not follow its prescribed controls over compliance with the cash management requirements of R&D programs.

Management's Response and Corrective Action Plan:

Management agreed with the recommendation and is in the process of implementing corrective action, which will be complete by June 30, 2023.



Board of Supervisors

MEETING MINUTES

BOARD OF SUPERVISORS MEETING | SEPTEMBER 8, 2023

MINUTES
LSU BOARD OF SUPERVISORS MEETING
*Board Room University Administration Building
3810 West Lake Drive, Baton Rouge, LA 70808
Thursday, June 15, 2023 | 9:00 a.m. CT*

I. Call to Order and Roll Call

Mrs. Valencia Sarpy Jones, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on June 15, 2023.

Present

Ms. Valencia Sarpy Jones, Chair
Mr. Rémy Voisin Starns, Past Chair
Mr. Jimmie Woods, Chair-elect
Mr. Glenn Armentor
Ms. Laurie Lipsey Aronson
Mr. Jay Blossman
Mr. Thomas Luke
Mr. Lee Mallett
Mr. Randy Morris
Mr. Patrick C. Morrow
Mr. Collis Temple Jr.
Ms. Mary Leach Werner
Mr. James Williams
Mr. Richard Zuschlag

Absent

Mr. Wayne Brown
Mr. Robert Dampf

Also participating in the meeting were the following: Dr. William F. Tate IV, President of LSU; Mr. Winston DeCuir, Jr., General Counsel for LSU; University officer and administrators of the campuses; faculty and staff representatives; interested citizens and representatives of the news media.

II. Invocation and Pledge of Allegiance

The invocation was offered by Mr. Gabe Fontenot, a 4-H student from Ville Platte, LA and a 2023 graduate of Sacred Heart High School. The Pledge of Allegiance was delivered by Ms. Whitney Kibodeaux, a 4-H Junior Leader in Acadia Parish and rising junior at Ryne High School. ROTC presented the colors.

III. Oath of Office

Mr. Thomas Shaw was sworn in by Mr. Patrick C. Morrow as the new student representative.

IV. Public Comment

There were no persons registered for public comment.

V. Board Development

Mr. Joshua Jones, Associate Vice President for Civil Rights & Title IX Coordinator with the Office of Civil Rights and Title IX, conducted Board Development Title IX Training. (1 hour)

VI. Committee Meetings

Ms. Jones recessed the regular meeting to convene the committee meetings.

6.A. **Academic Committee**

Present for the Academic Committee were Mr. Luke, Mr. Armentor, Mr. Mallett, Mr. Morrow, Mr. Starns, Mr. Temple, and Mr. Williams.

6.A.1 Recommendation to Approve the LSU Campuses' Three Year Academic Plans

Upon motion by Mr. Starns, seconded by Mr. Williams, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve each LSU campus' three-year academic plans from AY 2023-24 to AY 2025-26.

6.A.2 Request from LSU A&M to Establish the Graduate Certificate in Future Faculty

Upon motion by Mr. Mallett, seconded by Mr. Williams, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to Establish the Graduate Certification in Future Faculty.

6.A.3 Request from LSU A&M to Establish the Welge Food Beyond the Farm Graduate Certificate in Agribusiness

Upon motion by Mr. Mallett, seconded by Mr. Williams, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to establish the Welge Food Beyond the Farm Graduate Certificate in Agribusiness.

6.A.4 Request from LSU Alexandria to Establish the Undergraduate Certificate in Echocardiography

Upon motion by Mr. Williams, seconded by Mr. Mallett, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Alexandria to establish the Undergraduate Certificate in Echocardiography.

6.A.5 Request from the LSU Agricultural Center and LSU A&M for Initial Designation as a Center of Research Excellence for the study of Invasive Species

Upon motion by Mr. Morrow, seconded by Mr. Williams, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from the LSU Agricultural Center and LSU A&M for initial designation as a Center of Research Excellence for the study of Invasive Species.

6.A.6 Request from LSU A&M to Award a Posthumous Degree to Mrs. Veronica Ly

Upon motion by Mr. Williams, seconded by Mr. Mallett, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize LSU A&M to confer the Masters in Library & Information Science to Mrs. Mary Veronica Ly, posthumously.

6.A.7 Consent Agenda

There were seven items on the consent agenda.

Upon motion by Mr. Williams, seconded by Mr. Morrow, the following items were approved without objection.

Request from LSU A&M for Continued Authorization of the Center for Geoinformatics

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 authorization of the Center for Geoinformatics.

Request from LSU A&M for Continued Authorization of the Healthy Aging Research Center

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 authorization of the Healthy Aging Research Center.

Request from LSU A&M for Continued Authorization of the John P. Laborde Energy Law Center

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 authorization of the John P. Laborde Energy Law Center.

Request from LSU A&M for Continued Authorization of the Center for Collaborative Knowledge

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 authorization of the Center for Collaborative Knowledge.

Request from LSU Alexandria to Offer the Bachelor of Science in Elementary Education as a Hybrid Online Program

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Alexandria to offer the Bachelor of Science in Elementary Education as a hybrid online program.

Request from LSU Health Sciences Center – New Orleans to Establish the Jack Kent Oral and Maxillofacial Surgery Foundation Chair

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center – New Orleans to Establish the Jack Kent Oral and Maxillofacial Surgery foundation chair.

BE IT FURTHER RESOLVED that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Jack Kent Oral and Maxillofacial Surgery Foundation Chair.

Request from LSU Health Sciences Center – Shreveport to Name Three Spaces in the Center for Medical Education Building

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center - Shreveport to Name Three Spaces in the Center for Medical Education Building.

6.B. Finance Committee

Present for the Finance Committee were Mr. Morrow, Mr. Blossman, Ms. Aronson, Mr. Starns, Mr. Morris, Mr. Williams, and Mr. Zuschlag

- 6.B.1 Request from LSU Health Shreveport for FY 23-24 Annual Budget Request from Carroll W. Feist Legacy Funds

Upon motion by Mr. Morris, seconded by Mr. Zuschlag, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University approves the annual budget presented for the expenditure of funds from the Carroll W. Feist Account.

- 6.B.2 Request from LSU Health Shreveport to Amend the Ochsner LSU Health System Partnership Agreement to Terminate the Equipment Lease for the Hospital Located in Monroe, LA

Upon motion by Mr. Morris, seconded by Mr. Blossman, the motion was approved without objection.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the “Board”) does hereby authorize the President, in consultation with the General Counsel, to execute a Termination of the Equipment Lease as an amendment to the CEA described above.

- 6.B.3 Request from LSU Health Shreveport to Amend the Ochsner LSU Health System Partnership Agreement to Terminate the Equipment Lease for the Hospital Located in Shreveport, LA

Upon motion by Mr. Morris, seconded by Mr. Zuschlag, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the “Board”) does hereby authorize the President, in

consultation with the General Counsel, to execute a Termination of the Equipment Lease as an amendment to the CEA described above.

- 6.B.4 Request from LSU Health Sciences Center Shreveport to Amend Cooperative Endeavor Agreement Creating the Ochsner/LSU Health Shreveport Health System of North Louisiana to Eliminate CPI Increase in Facilities Lease

Upon motion by Mr. Morris, seconded by Ms. Aronson, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby authorize the President, in consultation with the General Counsel, to execute this First Amendment to the Master Lease Agreement component of the CEA for the Ochsner LSU Health System.

- 6.B.5 Request from LSU Health Sciences Center Shreveport to Amend Cooperative Endeavor Agreement Creating the Ochsner/LSU Health Shreveport Health System of North Louisiana to Eliminate Unfunded Payment Obligation

Upon motion by Ms. Aronson, seconded by Mr. Blossman, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby authorize the President, in consultation with the General Counsel, to execute the First Amendment to Cooperative Endeavor Agreement as presented to the Board on June 15, 2023.

- 6.B.6 Preliminary Budget

Presentation of Preliminary Budget based upon recent conclusion of legislative session by Executive Vice President and Chief Administrative Officer, Kimberly Lewis.

Upon motion by Mr. Zuschlag, seconded by Mr. Blossman, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the preliminary budget.

- 6.B.7 Recommendation from LSU A&M to Authorize the President to Execute a Lease with Tiger Athletic Foundation for Renovation of the Women's Basketball Locker Room, Players' Lounge, Coaches' Lounge and Related Areas in the Pete Maravich Assembly Center

Upon motion by Mr. Morris, seconded by Mr. Zuschlag, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board authorizes William F. Tate, IV, in his capacity as President of LSU, to execute a Lease to Tiger Athletic Foundation in order to facilitate renovations to the Women's Basketball Locker Room, Players' Lounge, Coaches' Lounge and Related Areas in the Pete Maravich Assembly Center, and to execute related agreements as may be reasonably necessary to facilitate the project;

BE IT FURTHER RESOLVED that the Board, pursuant to the Uniform Affiliation Agreement between it and the Tiger Athletic Foundation, finds an acceptable University purpose for Tiger

Athletic Foundation to enter into the proposed Lease, and any related or ancillary contracts and agreements reasonably necessary for the project; and,

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

6.C. Property & Facilities Committee

Present for Property & Facilities Committee were Ms. Aronson, Ms. Werner, Mr. Mallett, Mr. Luke, Mr. Woods, and Mr. Zuschlag

6.C.1 Request to Extend Authorization to the President to Nominate Land to be Leased by the State Mineral Board

Upon motion by Ms. Werner, seconded by Mr. Mallett, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, in legal session convened that, it does hereby delegate authority for determining which land should be leased through the Mineral and Energy Board to the President of LSU.

BE IT FURTHER RESOLVED, pursuant to the provisions of La. R.S. 30:153.A, it does hereby authorize the Louisiana State Mineral and Energy Board and the Office of Mineral Resources, on behalf of said Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, to accept nominations and advertise for oil, gas and mineral leases, accept bids, award and execute oil, gas, and mineral leases, on such specific tracts of land as may be hereinafter designated in writing by the President of LSU with the written concurrence of the Chair of the Board of Supervisors.

BE IT FURTHER RESOLVED, that this Resolution shall remain in effect until June 30, 2028, unless sooner revoked by the Board, in which case this Resolution shall remain in effect until written notice of such revocation is provided to the State Mineral and Energy Board or the Secretary of the Department of Natural Resources.

BE IT FURTHER RESOLVED, that the LSU President shall notify the members of the Board of Supervisors prior to taking any action pursuant to the authority granted herein, provided that failure to provide such notice with the written concurrence of the Chair of the Board of Supervisors shall not affect the validity of any such actions taken by the President of LSU.

6.C.2 Campus Safety and Lighting Update

Presentation on current status of campus lighting projects as part of overall improvements in public safety. Presentation by Executive Vice President and Chief Administrative Officer, Kimberly Lewis. There was no action needed on the item.

6.D. Athletics Committee

Present for the Athletics Committee were Mr. Temple, Mr. Zuschlag, Ms. Aronson, Mr. Blossman, Mr. Morrow, Ms. Werner, Mr. Williams, and Mr. Woods

6.D.1 Request from LSU A&M to Approve New Term Sheet for Assistant Football Coach

Upon motion by Mr. Morrow, seconded by Mr. Zuschlag, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes President William F. Tate IV, Ph.D., or his designee, to execute the position change for Jimmy Lindsey as described in this item, in consultation with General Counsel.

6.D.2 Request from LSU A&M to Approve First Amendment to Employment Agreement for Director of Athletic Development

Upon motion by Mr. Morrow, seconded by Mr. Zuschlag, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes President William F. Tate IV, Ph.D., or his designee, to execute the First Amendment to Employment Agreement as described in this item, in consultation with General Counsel.

6.D.3 Request to Authorize the University to Execute MultiMedia Rights Agreement with Playfly Sports Properties

Upon motion by Mr. Zuschlag, seconded by Mr. Blossman, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President, or his designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute the attached agreement for management and sale of multi-media rights.

BE IT FURTHER RESOLVED, that the Board of Supervisors does and hereby consents to the lease of the videoboard and authorizes the president, in consultation with the general counsel, to execute same.

6.E. **Inclusion, Civil Rights, and Title IX Committee**

Present for the Inclusion, Civil Rights, and Title IX Committee were Mr. Zuschlag, Mr. Starns, Mr. Armentor, Ms. Aronson, Mr. Blossman, Mr. Luke, Mr. Mallett, Mr. Morris, Mr. Morrow, Mr. Temple, Ms. Werner, Mr. Williams, and Mr. Woods

6.E.1 Board of Regents Bi-Annual Report

Upon motion by Mr. Morrow, seconded by Mr. Armentor, the report was received by the Board of Supervisors.

6.F. Risk Management Committee

Present for the Risk Management Committee were: Mr. Mallett, Chair, Mr. Williams, Vice-Chair, Mr. Armentor, Mr. Luke, Mr. Morris, Ms. Aronson, Mr. Temple, Mr. Blossman, Ms. Werner, Mr. Starns, Mr. Woods, and Mr. Zuschlag.

Motion by Mr. Starns with a second by Mr. Zuschlang to approve the FY 24 audit plan with a request that the audit staff prioritize procurement audits in the upcoming fiscal year.

The item was approved unanimously without objection.

VII. Reconvene Board Meeting

The regular meeting was called back to order and roll call conducted.

Present

Ms. Valencia Sarpy Jones, Chair
Mr. Remy Voisin Starns, Past Chair
Mr. Jimmie Woods, Chair-elect
Mr. Glenn Armentor
Ms. Laurie Lipsey Aronson
Mr. Jay Blossman
Mr. Thomas Luke
Mr. Lee Mallett
Mr. Randy Morris
Mr. Patrick C. Morrow
Mr. Collis Temple Jr.
Ms. Mary Leach Werner
Mr. James Williams
Mr. Richard Zuschlag

Absent

Mr. Wayne Brown
Mr. Robert Dampf

VIII. Approval of Meeting Minutes from the April 21, 2023, April 28, 2023, and Correction of October 21, 2022 Meeting Minutes

Upon motion by Mr. Starns, seconded by Mr. Woods, the minutes were approved without objection.

IX. Personnel Actions Requiring Board Approval

Upon motion by Ms. Jones, seconded by Mr. Mallett, the personnel actions were approved without objection.

X. Reports to the Board

- A. Affiliated Entities Reimbursement Report FY 23 Quarter 3
- B. FY 2022-23 3rd Quarter LSU Investment Report
- C. Personnel Actions Information Report

Upon motion by Mr. Williams, seconded by Mr. Mallett, the reports were approved without objection.

XI. Request to Amend the Bylaw for Nominating Committee

A. Waiver of 30 Days Notice of Bylaw Change

Upon motion by Mr. Woods, seconded by Ms. Aronson, the waiver of the 30 days' notice of a bylaw change was approved. (12 yeas 2 nays)

Yeas: Jones, Woods, Aronson, Luke, Mallet, Morris, Morrow, Temple, Werner, Williams, Zuschlag
Nays: Starns and Blossman

Proposed change in Board's bylaws for the composition of the Nominating Committee. The proposed change will allow past Chairs currently serving on the Board to be members of the Nominating Committee.

The proposed change further provides that, in the event of a tie vote of the Nominating Committee, there will be a second vote where the least senior alternate shall abstain or, if there is no alternate, the Chair-Elect shall abstain.

Motion to amend the bylaw by Mr. Woods, seconded by Ms. Werner, the amendment is approved (11 yeas; 2 nays, 1 abstention).

Yeas: Jones, Starns, Woods, Armentor, Aronson, Luke, Morris, Morrow, Temple, Werner, Zuschlag
Nays: Blossman
Abstentions: Williams and Mallet

XII. Request for LSUS Chancellor Emeritus Status Approval

Upon motion by Mr. Starns, seconded by Mr. Woods, the request was approved without objection.

XIII. Reports from Faculty Advisors and Staff Advisors

Dr. Kamboj provided an informative report on behalf of the Faculty Advisors.

Dr. Tammy Millican provided an informative report on behalf of the Staff Advisors.

XIV. President's Report

The president provided an informative report.

XV. Approval of Committee Recommendations

Upon motion by Mr. Woods, seconded by Ms. Werner, the recommendations were approved without objection.

XVI. Chair's Report

Ms. Jones provided an informative report.

XVII. Adjournment

Upon motion by Ms. Werner, seconded by Mr. Zuschlag. Without objection, the meeting was adjourned.

MINUTES
LSU BOARD OF SUPERVISORS MEETING
*Board Conference Room, University Administration Building
3810 West Lake Drive, Baton Rouge, LA 70808
Tuesday, July 11, 2023 | 2:00 p.m. CT*

I. Call to Order and Roll Call

Ms. Valencia Sarpy Jones, Chair, called to order the Nominating Committee of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on July 11, 2023.

Present

Ms. Valencia Sarpy Jones, Chair
Mr. Jimmie Woods, Chair-elect
Mr. Rémy Voisin Starns, Immediate Past Chair
Mr. Robert Dampf, Past Chair
Ms. Mary Leach Werner, Past Chair
Mr. James Williams, Past Chair

Also participating in the meeting was Mr. Winston DeCuir, General Counsel for LSU.

II. Invocation and Pledge of Allegiance

The invocation was offered by Ms. Werner and the Pledge of Allegiance led by Mr. Woods.

III. Selection of Chair of the Nominating Committee

Motion by Mr. Woods, seconded by Ms. Werner, to nominate Mr. Williams as the Nominating Committee Chair. Without objection, the motion passed.

Motion by Mr. Dampf to close nominations for Chair of the Nominating Committee. Motion seconded by Ms. Werner. Without objection, the nominations were closed.

Mr. Williams was elected for Chair of the Nominating Committee by acclamation.

IV. Consideration for Chair-Elect

Mr. Williams requested all names that were submitted for consideration of Chair-elect.

Dr. Cain reported Mr. Jay Blossman, Mr. Lee Mallett, and Mr. Patrick Morrow were submitted for consideration.

Motion by Mr. Starns to move into executive session. Motion seconded by Ms. Werner. Without objection, the committee entered into executive session.

Committee members convened in Executive Session

Motion by Mr. Dampf to exit executive session and return to open session. Motion seconded by Ms. Werner. Without objection, the committee returned to open session.

Mr. Williams reported that all nominees were carefully considered, but the committee took into consideration that only one candidate had sufficient time left in their current term to complete the term as Chair-elect and Chair.

Mr. Williams questioned if there were any nominations to be recommended for Chair-elect. Mr. Dampf recommended the nomination of Mr. Patrick Morrow. The recommendation was seconded by Ms. Werner.

Motion by Ms. Werner to close the floor for nominations. Motion was seconded by Mr. Dampf. Without objection, the floor was closed for nominations.

A roll call vote was conducted resulting in 6 yeas and 0 nays to nominate Mr. Morrow as Chair-elect.

Mr. Williams indicated he will report to the board at the next full meeting that the nominating committee recommends Supervisor Patrick Morrow for Chair-elect.

With no further business before the committee, the meeting was adjourned.



Board of Supervisors

PERSONNEL ACTIONS REQUIRING BOARD APPROVAL

Personnel Actions Requiring Board Approval
per PM-69

September 8th, 2023

Personnel Actions Requiring Board Approval per PM-69
September 8th, 2023

LSU A&M
New Appointments

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Compensation</u>		<u>%Change</u>
			<u>Current</u>	<u>Proposed</u>	
Keena Arbuthnot	Vice President and Chief Data Officer	6/1/2023	\$252,677.65	\$291,848.65 ¹	15.5%
Daniel Barrow	Vice President of Enrollment and Student Success	6/19/2023	\$200,000	\$280,000	NA
Michael Antoine	Associate Vice President for Campus Safety, Preparedness & Emergency Response	8/1/2023	\$131,064	\$205,000	NA

Notes:

1. Keena Arbuthnot: Hired as the Vice President and Chief Data Officer and will begin June 1st, 2023. The base salary is \$252,677.65 with an Administrative Allowance of \$27,322.35 and an Honorific Allowance of \$11,484.65. In Dr. Arbuthnot's previous role as Special Advisor, the base salary was \$131,762 with an administrative stipend of \$109,067 and an Honorific Allowance of \$11,848.65.



Board of Supervisors

REPORTS TO THE BOARD

BOARD OF SUPERVISORS MEETING | SEPTEMBER 8, 2023

Personnel Actions Information Report
Reporting Period: April 2023 - June 2023

LSU A&M								
Honorifics								
Name	Effective Date	Academic Rank/Title	Allowance	Named Professorship			Transaction	
Huili Wang	8/15/2023	Assistant Professor	\$5,000	Ruth Z. McCoy Professorship in Interior Design			Add Honorific	
Jonathan H Earle	8/15/2023	Dean	\$0	Erich and Lea Sternberg Honors Professorship #5			Add Honorific	
Olivier Moreteau	7/1/2023	Professor	\$30,875	Justice Pike Hall Distinguished Professorship			Add Honorific	
Thomas Sofranko	8/16/2023	Professor	\$0	A. Hays Town Professorship			Add Honorific	
Personnel Actions								
Name	Effective Date	Academic Rank/Title	Tenure Status	Previous Salary	New Salary	% Net Change	Allowance Plan	Transaction
Alexander Murashow	7/1/2023	Department Head/Chair	N/A	\$0	\$185,000	0%	\$15,000	Hire
Ashley Shook	6/30/2023	Assistant Coach	N/A	\$0	\$50,000	0%	\$9,600	Hire
Bryce Hal Neal	5/1/2023	Assistant Coach	N/A	\$0	\$120,000	0%	\$9,600	Hire
Courey Elliott	6/21/2023	Developer	N/A	\$0	\$150,000	0%	N/A	Hire
Jason James Drodgy	6/15/2023	Vice President	N/A	\$223,880	\$243,880	9%	\$20,000	Compensation Change > Change Job Details
Mark A Tullis	6/26/2023	Executive Director	N/A	\$0	\$160,000	0%	N/A	Hire
Nikolaos A. Davrados	6/1/2023	Assistant Professor	Tenured	\$0	\$140,000	0%	N/A	Hire
Owen Stanley	6/1/2023	Associate Athletic Director	N/A	\$0	\$235,000	0%	\$9,600	Hire
Robert Lee Iles IV	5/29/2026	Information Technology Consultant	N/A	\$0	\$145,000	0%	N/A	Hire
Sandra Monet Moton	7/1/2023	Assistant Coach	N/A	\$0	\$50,000	0%	\$9,600	Hire
Seetharama D. Jois	5/1/2023	Professor	Tenured	\$0	\$160,000	0%	N/A	Hire
Seyed Mohammad Kazem Pour	8/15/2023	Assistant Professor	N/A	\$0	\$230,000	0%	N/A	Hire
Tae Um	8/15/2023	Assistant Professor	N/A	\$0	\$170,000	0%	\$9,600	Hire
Trey Thompson	6/1/2023	Assistant Coach	N/A	\$0	\$50,000	0%	N/A	Hire
A. J. Burns	8/15/2023	Associate Professor	Tenure Track	\$179,379	\$194,436	8%	N/A	Promotion to New Rank
Aaron Gleiberman	8/16/2023	Senior Instructor	N/A	\$98,001	\$98,001	0%	N/A	Promotion to New Rank
Almee Moles	7/1/2023	Associate Professor - Research	N/A	\$81,272	\$81,272	0%	N/A	Promotion to New Rank
Alasdair Botting	7/15/2023	Instructor - Visiting	N/A	\$62,000	\$62,000	0%	N/A	Promotion to New Rank
Alexandra Noel	8/15/2023	Associate Professor	Tenure Track	\$104,181	\$113,974	9%	N/A	Promotion to New Rank
Amy Lynn Luther	8/15/2023	Associate Professor-Professional Practice	N/A	\$71,877	\$71,877	0%	N/A	Promotion to New Rank
Andrea Johnston	7/1/2023	Associate Professor	Tenure Track	\$133,750	\$146,313	9%	N/A	Promotion to New Rank
Andrew Lewin	7/1/2023	Associate Professor	Tenure Track	\$145,683	\$159,081	9%	N/A	Promotion to New Rank
Anna Lynn Priddy	8/16/2023	Senior Instructor	N/A	\$42,666	\$42,666	0%	N/A	Promotion to New Rank
Anton Mikhailovich Zeltlin	8/15/2023	Associate Professor	Tenure Track	\$88,300	\$96,981	10%	N/A	Promotion to New Rank
Arendam Chanda	8/15/2023	Professor	Tenured	\$161,400	\$175,498	9%	\$10,000	Promotion to New Rank
Ashley Clayton (00048328)	8/15/2023	Associate Professor	Tenure Track	\$81,304	\$89,495	10%	N/A	Promotion to New Rank
Blake Phillips Howe	8/15/2023	Professor	Tenured	\$75,340	\$84,114	12%	N/A	Promotion to New Rank
Brett Dietz	8/15/2023	Professor	Tenured	\$72,435	\$81,005	12%	N/A	Promotion to New Rank
Carlos G Lee	7/1/2023	Associate Professor-Professional Practice	N/A	\$90,407	\$90,407	0%	N/A	Promotion to New Rank
Catherine M Deibel	8/15/2023	Professor	Tenured	\$105,000	\$115,850	10%	N/A	Promotion to New Rank
Chenglong You	6/1/2023	Assistant Professor - Research	N/A	\$53,789	\$64,000	19%	N/A	Promotion to New Rank
Chun Yang	8/15/2023	Associate Professor	Tenure Track	\$79,813	\$87,900	10%	N/A	Promotion to New Rank
Courtney A Barr	8/15/2023	Professor	Tenured	\$70,870	\$79,331	12%	N/A	Promotion to New Rank
Damon S Talley	8/15/2023	Professor	Tenured	\$108,290	\$119,370	10%	N/A	Promotion to New Rank
Dana C Hart	6/1/2023	Assistant Dean	N/A	\$151,000	\$151,000	0%	N/A	Promotion to New Rank
Daniel Keniston	8/16/2023	Associate Professor	Tenured	\$171,557	\$171,557	0%	N/A	Update Academic Appointment > Tenure
Deborah Lynn Welker	8/16/2023	Senior Instructor	N/A	\$59,799	\$59,799	0%	N/A	Promotion to New Rank
Deborah S Heroman	8/15/2023	Associate Professor-Professional Practice	N/A	\$67,426	\$67,426	0%	N/A	Promotion to New Rank
Donald W Ator Jr.	7/1/2023	Senior Instructor	N/A	\$69,751	\$69,751	0%	N/A	Promotion to New Rank
Donna Sapp	7/1/2023	Senior Instructor	N/A	\$74,678	\$74,678	0%	N/A	Promotion to New Rank
Dorothy B McCaughey	8/16/2023	Senior Instructor	N/A	\$60,894	\$60,894	0%	N/A	Promotion to New Rank
Dorothy Jacobsen	8/15/2023	Professor-Professional Practice	N/A	\$71,430	\$71,430	0%	N/A	Promotion to New Rank
Douglas Stone	8/15/2023	Associate Professor	Tenure Track	\$66,144	\$73,274	11%	N/A	Promotion to New Rank
Dr. Charles C Lee	8/15/2023	Professor	Tenured	\$122,586	\$134,667	10%	N/A	Promotion to New Rank
Dr. Olalekan Michael Ogundele	7/1/2023	Associate Professor	Tenure Track	\$127,330	\$139,443	10%	N/A	Promotion to New Rank
Eileen Haebig	8/15/2023	Associate Professor	Tenure Track	\$75,431	\$83,211	10%	N/A	Promotion to New Rank
Elizabeth Atkinson Winchester	7/1/2023	Associate - Research 5	N/A	\$64,398	\$64,398	0%	N/A	Promotion to New Rank
Elizabeth C Dougherty	8/16/2023	Senior Instructor	N/A	\$52,700	\$52,700	0	N/A	Promotion to New Rank
Fabiana Trindade da Silva	8/15/2023	Assistant Professor	N/A	\$51,080	\$75,000	47%	N/A	Promotion to New Rank
Fang-Ting Tu	8/15/2023	Associate Professor	Tenure Track	\$88,300	\$96,981	10%	N/A	Promotion to New Rank
Frank K Cartledge (Retired- Active)	5/31/2023	WAE - Gratts - Retiree (Emeritus)	Tenured	\$0	\$0	0%	N/A	Involuntary Termination
Genevieve Palardy	8/15/2023	Associate Professor	Tenure Track	\$108,289	\$118,369	9%	N/A	Promotion to New Rank
Hayley Johnson	7/1/2023	Department Head/Chair	Tenured	\$68,987	\$76,106	10%	\$3,000	Promotion to New Rank
Hayley Johnson	7/1/2023	Department Head/Chair	Tenured	\$68,987	\$76,106	10%	\$3,000	Update Academic Appointment > Tenure
Heather OConnell	8/15/2023	Associate Professor	Tenure Track	\$74,266	\$81,965	10%	N/A	Promotion to New Rank
Hillary Braud Elsworth	8/15/2023	Associate Professor-Professional Practice	N/A	\$62,500	\$62,500	0%	N/A	Promotion to New Rank
Hunter Bryant Gilbert	8/15/2023	Associate Professor	Tenure Track	\$107,311	\$117,323	9%	N/A	Promotion to New Rank
Imre Csaszar	8/15/2023	Associate Professor-Professional Practice	N/A	\$62,500	\$62,500	0%	N/A	Promotion to New Rank
Janene Grodesky	8/15/2023	Assistant Professor-Professional Practice	N/A	\$51,690	\$51,690	0%	N/A	Promotion to New Rank
Jennifer L Scott	8/15/2023	Associate Professor	Tenure Track	\$79,190	\$87,233	10%	N/A	Promotion to New Rank
Jennifer Qian	8/15/2023	Professor-Professional Practice	N/A	\$70,298	\$70,298	0%	N/A	Promotion to New Rank
Jeremy M Brown	8/15/2023	Professor	Tenured	\$102,213	\$112,868	10%	N/A	Promotion to New Rank
Jeremy Redmond	5/15/2023	Assistant Professor - Clinical	N/A	\$131,250	\$136,250	0%	\$5,000	Promotion to New Rank
Jimmy Butts	7/1/2023	Director	Tenured	\$95,439	\$104,620	10%	\$10,000	Promotion to New Rank
John G Pendergast	8/15/2023	Professional In Residence	N/A	\$32,500	\$32,500	0%	N/A	Promotion to New Rank
Kayla Elaine Reed	7/1/2023	Associate Librarian	Tenured	\$60,160	\$64,672	7%	N/A	Promotion to New Rank
Kimberley Faye Williams	8/15/2023	Professional In Residence	N/A	\$67,815	\$67,815	0%	N/A	Promotion to New Rank
Kristine L DeLong	8/15/2023	Professor	Tenured	\$83,598	\$92,950	11%	N/A	Promotion to New Rank
Kunlun Ding	8/15/2023	Associate Professor	Tenure Track	\$112,760	\$123,153	9%	N/A	Promotion to New Rank

Kurtay Ogunc	8/16/2023	Senior Instructor	N/A	\$105,038	\$105,038	0%	N/A	Promotion to New Rank
Laura M Martins	8/15/2023	Professor	Tenured	\$78,557	\$87,556	11%	N/A	Promotion to New Rank
Laura P Lagomarsino	8/15/2023	Associate Professor	Tenure Track	\$93,127	\$99,826	7%	N/A	Promotion to New Rank
Letitia Thompson Oconnor	8/16/2023	Senior Instructor	N/A	\$88,408	\$88,408	0%	N/A	Promotion to New Rank
Lewis Buckner Kilbourne	8/16/2023	Senior Instructor	N/A	\$86,815	\$86,815	0%	N/A	Promotion to New Rank
Lindsay Sarah Waddell	8/16/2023	Senior Instructor	N/A	\$52,700	\$52,700	0%	N/A	Promotion to New Rank
Mark William Fry	8/16/2023	Senior Instructor	N/A	\$79,416	\$79,416	0%	N/A	Promotion to New Rank
Mayank Tyagi	8/15/2023	Professor	Tenured	\$117,695	\$129,433	10%	N/A	Promotion to New Rank
Meghan Shara Sanders	7/1/2023	Associate Dean	Tenured	\$141,153	\$141,153	0%	N/A	Promotion to New Rank
Melissa D Thompson	8/15/2023	Associate Professor-Professional Practice	N/A	\$64,000	\$64,000	0%	N/A	Promotion to New Rank
Meredith Veldman	8/15/2023	Professor	Tenured	\$79,299	\$88,350	11%	N/A	Promotion to New Rank
Michael Muffuletto	8/16/2023	Senior Instructor	N/A	\$52,700	\$52,700	0%	N/A	Promotion to New Rank
Michelle Marie Livermore	7/1/2023	Director	Tenured	\$139,497	\$151,562	9%	\$30,000	Promotion to New Rank
Min Su	8/15/2023	Associate Professor	Tenure Track	\$106,846	\$116,825	9%	N/A	Promotion to New Rank
Neil Johannsen	8/15/2023	Professor	Tenured	\$88,908	\$98,632	11%	N/A	Promotion to New Rank
Omar Magana-Loaiza	8/15/2023	Associate Professor	Tenure Track	\$90,916	\$99,780	10%	N/A	Promotion to New Rank
Omar Magana-Loaiza	8/16/2023	Associate Professor	Tenured	\$90,916	\$99,780	10%	N/A	Update Academic Appointment > Tenure
Peter Cava	8/16/2023	Senior Instructor	N/A	\$42,666	\$42,666	0%	N/A	Promotion to New Rank
Philip Jung	8/15/2023	Associate Professor	Tenure Track	\$95,990	\$105,209	10%	N/A	Promotion to New Rank
Rose Baker	7/1/2023	Associate Professor - Clinical	N/A	\$131,250	\$131,250	0%	N/A	Promotion to New Rank
Samuel David Snow	8/15/2023	Associate Professor	Tenure Track	\$102,328	\$111,991	9%	N/A	Promotion to New Rank
Samuel Stroope	8/15/2023	Professor	Tenured	\$81,859	\$91,089	11%	N/A	Promotion to New Rank
Selena Roberson Oswalt	8/16/2023	Senior Instructor	N/A	\$52,700	\$52,700	0%	N/A	Promotion to New Rank
Semin Lee	8/15/2023	Associate Professor	Tenure Track	\$86,106	\$96,773	10%	N/A	Promotion to New Rank
SeYeon Chung	8/15/2023	Associate Professor	Tenure Track	\$87,680	\$96,318	10%	N/A	Promotion to New Rank
Shahab Mehraeen	8/15/2023	Professor	Tenured	\$105,282	\$116,152	10%	N/A	Promotion to New Rank
Shannon David Dehghanpir	7/1/2023	Associate Professor - Clinical	N/A	\$139,314	\$139,314	0%	N/A	Promotion to New Rank
Shinhee Jeong	8/15/2023	Associate Professor	Tenure Track	\$82,077	\$90,322	10%	N/A	Promotion to New Rank
Shyam K Menon	8/15/2023	Associate Professor	Tenure Track	\$105,590	\$115,481	0%	N/A	Promotion to New Rank
Soojin Kim	8/15/2023	Associate Professor	Tenure Track	\$79,319	\$87,371	10%	N/A	Promotion to New Rank
Tabetha Boyajian	8/15/2023	Associate Professor	Tenure Track	\$92,160	\$101,111	10%	N/A	Promotion to New Rank
Travis Brisini	8/15/2023	Assistant Professor	N/A	\$48,360	\$67,000	39%	N/A	Promotion to New Rank
Trina Biswas	7/1/2023	Senior Instructor	N/A	\$78,075	\$79,575	0%	\$6,000	Promotion to New Rank
Tyree Mitchell	8/15/2023	Associate Professor	Tenure Track	\$82,121	\$90,369	10%	N/A	Promotion to New Rank
Virginie Anne Sophie Wurld	7/1/2023	Associate Professor - Clinical	N/A	\$140,305	\$140,305	0%	N/A	Promotion to New Rank
Weishan Huang	1/1/2023	Associate Professor	Tenured	\$111,411	\$111,411	0%	N/A	Promotion to New Rank
Wendy Wolfson	7/1/2023	Associate Professor - Clinical	N/A	\$126,140	\$126,140	0%	N/A	Promotion to New Rank
William Hunter	8/15/2023	Assistant Professor-Professional Practice	N/A	\$0	\$65,000	0%	N/A	Promotion to New Rank
William Lawrence Buslepp	8/15/2023	Associate Professor	Tenure Track	\$206,246	\$223,183	8%	N/A	Promotion to New Rank
William Taggart Monroe Jr.	7/1/2023	Associate Librarian	Tenure Track	\$94,645	\$101,368	7%	\$5,000	Promotion to New Rank
Yu Chen	8/15/2023	Associate Professor	Tenure Track	\$83,319	\$91,651	10%	N/A	Promotion to New Rank
Nicholas Bryner	1/15/2023	Associate Professor	N/A	\$121,660	\$126,000	4%	N/A	Compensation Change > Equity Adjustment
Mark J Kaiser	7/2/2022	Director of Academic Area	N/A	\$152,946	\$158,946	4%	\$6,000	Retroactive > Add Honorific
Cynthia F DiCarlo	7/1/2022	Executive Director	Tenured	\$135,289	\$140,699	4%	\$20,410	Retroactive > Add Honorific
Samuel J Bentley Sr.	10/3/2022	Professor	Tenured	\$194,294	\$200,535	3%	\$36,342	Retroactive > Add Honorific
Crystal Sherell Harris-Harlaus	12/23/2022	Director	N/A	83,364	91,700	10%	\$8,336	Retroactive > Add Allowance Plan
Bianca Scolaro	12/1/2022	Communications Specialist	N/A	50,000	55,000	10%	\$5,000	Retroactive > Add Allowance Plan
Meredith Keating	12/1/2022	Communications Specialist	N/A	55,000	60,500	10%	\$5,500	Retroactive > Add Allowance Plan
Kayla LeBeau	5/1/2023	Director of Medical Service Area	N/A	95,200	95,200	0%	\$31,760	Retroactive > Corrective Adjustment
Summer Steib	5/16/2023	Director	N/A	77,000	78,500	2%	\$1,500	Retroactive > Add Allowance Plan
Kanchan Malti	5/17/2023	Professor	Tenured	104,360	109,660	5%	\$5,300	Retroactive > Add Allowance Plan
Angela Wu	5/18/2023	Postdoctoral Researcher	N/A	53,000	53,000	0%	\$350	Retroactive > Corrective Adjustment
James L Murphy	8/1/2022	Professor	Tenured	\$8,582	\$8,904	4%	N/A	Retroactive > Adjustment > Merit Increase
Juan M Lorenzo	12/15/2022	Professor	Tenured	\$106,452	\$113,852	7%	N/A	Retroactive > Equity Adjustment
Barbara L Dutrow	12/15/2022	Professor	Tenured	\$126,948	\$134,348	6%	\$8,900	Retroactive > Equity Adjustment
Darrell J Henry	12/15/2022	Department Head/Chair	Tenured	\$134,862	\$138,000	2%	\$12,500	Retroactive > Equity Adjustment
Phillip J Bart	12/15/2022	Professor	Tenured	\$122,133	\$125,500	3%	N/A	Retroactive > Equity Adjustment
Helmut Schneider	8/15/2022	Associate Dean	Tenured	\$250,231	\$250,231	0%	\$61,050	Retroactive > Add Allowance Plan
Fabrizio Donnarumma	7/1/2022	Associate - Research 5	N/A	\$70,580	\$75,520	7%	N/A	Retroactive > Change Job Details
Christine A Corcos	7/1/2022	Associate Professor	Tenured	\$136,000	\$136,000	0%	N/A	Retroactive > Add Honorific
Cynthia F DiCarlo	7/1/2022	Executive Director-Nonacademic Area	Tenured	\$121,334	\$142,534	0%	\$21,200	Retroactive > Add Honorific
Phillip J Bart	11/23/2022	Professor	Tenured	\$125,500	\$125,000	0%	\$12,213	Retroactive > Add Honorific
Thomas C Galligan Jr.	8/29/2019	Dean	Tenured	\$359,324	\$359,324	0%	N/A	Retroactive > Add Honorific
Thomas C Galligan Jr.	7/6/2021	Dean	Tenured	\$359,324	\$359,324	0%	N/A	Retroactive > Add Honorific
Faith Placide	5/6/2023	Police Officer	N/A	\$20	\$20	0%	N/A	Military Leave
Sylvie Dubois	8/14/2022	Professor	Tenured	\$133,527	\$133,527	0%	N/A	Leave of Absence Without Pay
Alex Christopher Garn	6/12/2023	Director	Tenured	\$98,000	\$144,775	48%	\$25,000	Change Job Details
Allie Celeste Prest	5/22/2023	Program/Project Manager	N/A	\$116,100	\$127,000	9%	\$12,000	Compensation Change > Change Job Details
Brandi Roberts	4/18/2023	Assistant Vice President For Budget & Finance	N/A	\$150,000	\$180,000	20%	\$30,000	Compensation Change > Add Allowance Plan
Caprice L. Roberts	7/1/2023	Associate Dean	Tenured	\$154,500	\$198,830	29%	\$10,000	Compensation Change > Change Job Details
Christopher F DElia	7/1/2023	Special Assistant	Tenured	\$267,642	\$247,857	-7%	\$50,000	Compensation Change > Change Job Details
Clint S Willson	7/1/2023	Dean	Tenured	\$158,876	\$265,000	67%	\$75,000	Compensation Change > Change Job Details
Cody Worsham	5/1/2023	Associate Athletic Director	N/A	\$190,400	\$140,400	-26%	\$9,600	Compensation Change > Change Job Details
Daniel Barrow	4/7/2023	Vice President	N/A	\$206,000	\$256,000	24%	\$50,000	Compensation Change > Change Job Details
Darrell J Henry	8/15/2023	Department Head/Chair	Tenured	\$122,362	\$141,500	16%	\$2,500	Compensation Change > Academic Permanent Salary Increase
Elahe Namin Russell	7/1/2023	Associate Vice President	N/A	\$255,966	\$294,360	15%	\$38,394	Compensation Change > Add Allowance Plan
Guoqiang Li	8/15/2023	Associate Vice Provost	Tenured	\$188,472	\$190,972	1%	\$41,800	Compensation Change > Academic Permanent Salary Increase > Distinguished Faculty Award
Helmut Schneider	8/15/2022	Associate Dean	Tenured	\$250,231	\$250,231	0%	\$61,049	Compensation Change > Add Allowance Plan
Jas Michael Sullivan	8/15/2023	Professor	Tenured	\$99,999	\$142,000	42%	N/A	Compensation Change > Retention
Jas Michael Sullivan	8/15/2023	Professor	Tenured	\$142,000	\$144,000	1%	N/A	Compensation Change > Academic Permanent Salary Increase > Distinguished Faculty Award

John Jancek	3/1/2023	Assistant Coach	N/A	\$125,000	\$350,000	180%	\$9,600	Promotion
Jonathan H Earle	7/1/2023	Dean	Tenured	\$190,588	\$205,588	8%	\$45,000	Compensation Change > Add Allowance Plan
Karsten E Thompson	5/29/2023	Dean	Tenured	\$193,152	\$329,500	70%	\$114,500	Data Change > Adding Administrative Academic Appointment
Lester L. Erb	3/1/2023	Senior Football Analyst	N/A	\$100,000	\$150,000	50%	N/A	Compensation Change > Equity Adjustment
Mark J Kaiser	7/2/2022	Director	N/A	\$152,946	\$158,946	4%	\$6,000	Compensation Change > Add Allowance Plan
Mark Mitchell	7/1/2023	Professor	Tenured	\$182,208	\$184,208	1%	N/A	Compensation Change > Academic Permanent Salary Increase > Distinguished Faculty Award
Marwa Mohamed Hassan	6/12/2023	Associate Dean	Tenured	\$134,910	\$197,115	46%	\$20,000	Compensation Change > Change Job Details
Monica Guilent	6/1/2023	Associate Vice President	N/A	\$157,033	\$185,000	18%	\$2,300	Promotion
Mrs. Kristine Calongne Sanders	5/1/2023	Vice President	N/A	\$120,121	\$170,121	42%	\$16,500	Compensation Change > Change Job Details
Phillip J Bart	12/15/2022	Professor	Tenured	\$122,133	\$125,500	3%	N/A	Compensation Change > Equity Adjustment
Phillip J Bart	11/23/2023	Professor	Tenured	\$122,133	\$141,326	16%	\$19,193	Compensation Change > Add Allowance Plan
Phillip Sprunger	8/15/2023	Professor	Tenured	\$124,362	\$126,362	2%	N/A	Compensation Change > Academic Permanent Salary Increase >
Rob Lyles	4/1/2023	Assistant Dean	N/A	\$124,120	\$134,050	8%	N/A	Compensation Change > Change Job Details
Robert R Twilley	4/3/2023	Vice President	Tenured	\$278,400	\$280,000	1%	\$120,000	Promotion
Toliver Bozeman	4/1/2023	Director	N/A	\$109,444	\$125,731	15%	N/A	Compensation Change > Equity Adjustment
Will Redmond	3/1/2023	Director - Athletic Program	N/A	\$125,000	\$175,000	40%	N/A	Compensation Change > Equity Adjustment

LSU Shreveport

Personnel Actions

Name	Effective Date	Academic Rank/Title	Tenure Status	Previous Salary	New Salary	% Net Change	Allowance Plan	Transaction
Dr. Kevin Baxter	8/15/2022	Department Head/Chair	Tenure Track	\$75,360	\$76,860	2%	\$9,000	Retroactive > Corrective Adjustment

LSU AgCenter

Honorifics

Name	Effective Date	Academic Rank/Title	Allowance	Named Professorship	Transaction
Achyut Adhikari	5/1/2023	Associate Department Head/Associate Chairman	\$10,000	Adrienne Gravois Brazan Professorship in the School of Human Ecology	Add Honorific
Subramaniam Sathivel	5/1/2023	Professor	\$5,000	Mary Sandefur Tobin Professorship	Add Honorific
Xing Fu	4/1/2023	Assistant Professor	\$6,000	Ralph and Lella Boulware Professorship	Add Honorific

Personnel Actions

Name	Effective Date	Academic Rank/Title	Tenure Status	Previous Salary	New Salary	% Net Change	Allowance Plan	Transaction
Cecilia Hopkins Stevens	5/22/2023	Extension Associate	N/A	\$55,755	\$63,000	13%	N/A	Promotion to New Track
Jeffrey Cole Denis Gregorie	6/15/2023	Instructor	N/A	\$55,641	\$75,000	35%	N/A	Promotion to New Track
Michael Saissi	4/10/2023	Executive Associate Vice President	Tenured	\$219,143	\$219,143	0%	\$24,000	Compensation Change > Change Job Details
Tara Parker Smith	4/10/2023	Executive Associate Vice President	Tenured	\$189,658	\$214,500	13%	\$24,000	Compensation Change > Change Job Details

LSU Eunice

Personnel Actions

Name	Effective Date	Academic Rank/Title	Tenure Status	Previous Salary	New Salary	% Net Change	Allowance Plan	Transaction
Patrick H. Gelwicks	8/1/2023	Assistant Coach	N/A	\$27,750	\$27,750	0%	N/A	Change Job Details > Job Continuation
Braneshea Nicole Moore	1/17/2023	Assistant Professor	Tenured	\$62,913	\$62,913	0%	N/A	Update Academic Appointment > Tenure
Dr. Kina Sweet	7/2/2022	Assistant Professor	Tenure Track	\$54,064	\$54,064	0%	\$3,000	Update Academic Appointment > Tenure
Elizabeth Vidrine	1/15/2023	Assistant Professor	Tenure Track	\$44,886	\$44,886	0%	N/A	Update Academic Appointment > Tenure
Felecia Nicole May	1/17/2023	Assistant Professor	Tenure Track	\$48,015	\$48,015	0%	N/A	Update Academic Appointment > Tenure
Amanda Siffert	8/1/2022	Coordinator	N/A	\$13.46	\$14.46	7%	N/A	Retroactive > Compensation Change

Pennington Biomedical Center

Personnel Actions

Name	Effective Date	Academic Rank/Title	Tenure Status	Previous Salary	New Salary	% Net Change	Allowance Plan	Transaction
Melissa Martin	5/22/2023	Director	N/A	\$0	\$155,000	100%	N/A	Hire
Leanne Redman	2/1/2023	Associate Executive Director	Rolling Tenure	\$255,000	\$275,000	8%	\$20,000	Compensation Change > Add Allowance Plan

LSU Alexandria

Personnel Actions

Name	Effective Date	Academic Rank/Title	Tenure Status	Previous Salary	New Salary	% Change	Allowance Plan	Transaction
Brenda Ellington	5/1/2023	Dean	Tenured	\$54,009	\$92,000	70%	\$6,000	Promotion to New Track

LSUHSC-New Orleans

Personnel Actions

Name	Effective Date	Academic Rank/Title	Tenured Status	Previous Salary	New Salary	% Net Change	Allowance Plan	Transaction
Vy Pham Apostolakis	6/1/2023	Assistant Vice Chancellor Admin & Finance	N/A	\$146,500	\$190,000	30%	N/A	PRO Promotion-Unclass/Admin Duties
Daniel Conran	5/15/2023	Executive Director Accounting Services	N/A	\$0	\$215,000	100%	N/A	HIR Appointment Unclassified
Marcelle Marie Ducote	5/1/2023	Instructor	N/A	\$0	\$164,000	100%	N/A	HIR Appointment Unclassified
Rachna Jetty-Shridhar	6/15/2023	Vice Chairman of Department of Pathology	N/A	N/A	N/A	N/A	N/A	Initial Appointment
Dedrick Moulton	5/1/2023	William Stewart Endowed Chair in Pediatrics	N/A	N/A	N/A	N/A	N/A	Joint Appointment
Lee Sabatini	6/5/2023	External Affairs Director	N/A	\$0	\$135,000	100%	N/A	HIR Appointment Unclassified
Sara L. Schemaynder	6/1/2023	Assistant Director Compensation & Talent Acquisition	N/A	\$99,588	\$129,120	30%	N/A	PRO Promotion-Unclass/Admin Duties
Shou-Ching Tang	5/1/2023	Professor	Tenure	\$0	\$2,000	100%	N/A	HIR Appointment Unclassified

LSUHSC - Shreveport

Personnel Actions

Name	Effective Date	Academic Rank/Title	Tenure Status	Previous Salary	New Salary	% Net Change	Allowance Plan	Transaction
Jonathan S Alexander	5/12/2023	Professor	Tenure	\$161,231	\$161,231	0%	N/A	RFL Return from Leave - 323
Benedict Amalraj	11/1/2022	Assistant Professor - Clinical	N/A	\$104,000	\$104,000	0%	N/A	PRO Promotion in Faculty Rank
Jason M Jordan	4/1/2023	Assistant Professor - Clinical	N/A	\$120,000	\$125,000	4%	N/A	PRO Promotion in Faculty Rank
Akhil Maheshwari	6/1/2023	Professor - Clinical	N/A	\$0	\$130,000	100%	N/A	HIR Appointment-Academic Rank Uncl
John Savoy	4/1/2023	Assistant Professor - Clinical	N/A	\$96,900	\$125,000	29%	N/A	PRO Promotion in Faculty Rank
Viola M Sprague	6/5/2023	Executive Director	N/A	\$0	\$20,000	100%	N/A	HIR Appointment Unclassified
Anisha Turner	4/1/2023	Clinical Assistant Professor	N/A	\$0	\$0	0%	N/A	PRO Promotion in Faculty Rank



Finance & Administration

Report to the Board September 8, 2023

LSU Supplier Diversity Spend Report for nine-month period ending March 31st

	LSU & Related		LSU HSC-NO		LSU HSC-S	
FY21 YTD - Combined Tier 1 & 2 Spend	\$ 13,633,876.90	8.7%	\$ 3,245,976.00	11.7%	\$ 2,191,312.59	9.3%
FY22 YTD - Combined Tier 1 & 2 Spend	\$ 16,162,458.10	9.6%	\$ 2,553,490.66	8.8%	\$ 784,275.01	3.0%
FY23 YTD - Combined Tier 1 & 2 Spend	\$ 38,937,822.85	24.1%	\$ 13,421,495.00	35.3%	\$ 1,327,811.69	8.4%

Notes:

1. Related campuses include LSU – Alexandria (LSUA), LSU – Eunice (LSUE), LSU – Shreveport (LSUS), LSU Agricultural Center (AgCenter), Pennington Biomedical Research Center (PBRC) – campuses using the Workday financial system.
2. Year to Date (YTD) Fiscal Year figures include July 1st, through March 31st.
3. Diverse spend totals are preliminary and are not based on LSU's official Financial Report generated at fiscal yearend.
4. Figures do not include impact from LaCarte card purchases.
5. Tier 2 Spend primarily includes master contracts. It does not reflect total spend related to subcontractors.
6. Increased Tier 1 activity for LSUHSC – New Orleans as a result of purchases for new construction.



Finance & Administration
Supplier Diversity Updates

1. Diverse Supplier Database (Supplier.IO-MBE)

- a. Semi-annual database review has been initiated to identify newly certified diverse suppliers and expired supplier certifications
- b. Workday and PeopleSoft supplier databases to be refreshed per updated results
- c. Temporary Single Sign-On access still in place to grant shared access to all campuses

2. Tier 2 Supplier Diversity Engagement

- a. Continuing to engage with master contract suppliers to increase diverse supplier participation and opportunities by enhancing Workday platforms to highlight diverse products, establish custom catalogs or utilize diverse suppliers in other facets of the contract (e.g., transportation or installation services)
- b. Establishing diverse supplier subcontractor reporting requirements in contract award or re-negotiations with major contract suppliers
- c. Facilitating conversations on diverse supplier contract deficiencies and resolutions

3. Events/Outreach

- a. Conducted monthly One-on-One sessions to meet newly registered diverse suppliers and strategize how to connect them within the LSU network; Introduction emails sent to internal departments that can benefit from their services and externally to procurement contacts at all campuses to make them aware of the new relationship
- b. Exhibitor at the 18th Annual Business and Procurement Conference on May 15-18, 2023. Event hosted by U.S. Small Business Administration, Southern University Ag Center, Louisiana Small Business Development Center (LSBDC) at Southern University, Louisiana Economic Development (LED), Minority Business Development Agency (MBDA) Center and the Louisiana APEX Accelerators (formerly Procurement Technical Assistance Center (LA-PTAC).

4. Resource Partnerships

- a. *Athletics Supplier Diversity Committee* – participated in monthly committee meeting to discuss Athletic department spend and diversity efforts in the SEC; provide guidance and updates on campus diversity efforts
- b. *Baton Rouge Area Chamber (BRAC)* – participated in quarterly Small Business Ecosystem meeting to discuss small business opportunities, connecting them to major procurers and local resources to advance company business acumen
- c. *Baton Rouge Procurement Opportunities Partnership (BRPOP)* – participated in bi-monthly committee meeting to discuss procurement best practices, challenges and creating opportunities for local small businesses
- d. *Women's Business Enterprise Council (WBEC) Certification Committee* – participated in monthly committee meeting to review, discuss, and vote on new/renewal applications for WBE certification

5. Public Private Partnerships Projects

- a. Charity Hospital Redevelopment Project
 - Meetings temporarily suspended until funding issues are resolved
- b. LSU Utilities Modernization Project
 - Participating in bi-weekly meetings with project DBE Compliance Committee to develop a Diverse Supplier Compliance Plan and a template for monthly reports of DBE spend and engagement and organize outreach activities
- c. LSU University Lakes Project
 - Collaborating with project management to advertise employment and procurement opportunities in weekly newsletter to diverse supplier database

Diverse Suppliers recently awarded contracts exceeding \$500K

- World Wide Technology LLC (MBE) - HPC AI Computer Cluster
- GM Cable Contractors Inc (SBE) - Telecommunications Manpower - Term Contract
- Iconvergence Inc (SBE) - Computer Servers/Peripherals & Supplies



Finance & Administration

Diverse Suppliers recently awarded contracts exceeding \$250K

- White Group Partners LLC (SBE) - LSU Honors College Site Improvements
- American Language Services (WBE, SBE) - Interpretation & Translation Services
- Bayou Lacombe Construction Co (VOB, SBE) - LSU School of Veterinary Medicine AHU 3 Replacement

Diverse Suppliers recently awarded contracts exceeding \$100K

- WT Transfer Holding Company LLC (SBE) - Tractor Leases - AG Center Research Stations - Term Contract
- J & W Contractors Inc (SBE) - Music & Dramatic Arts Building Sidewalk and Ramp Improvements
- Picarro Inc (SBE) - Dual Carbon Isotope Analyzer
- Corey G Meyer - Audiomedia Associates (SBE) - Radio Broadcast Transmitter & Supplies
- Greenwood Asher & Associates Inc (WBE) - Executive Search Consulting Services
- Barneys Police Supply (SBE) - Ammunition
- ARCCO Company Services Inc - ARCCO Power Systems (SBE) - Emergency Generator Repair

LSU Classification Category Codes:

- MBE - Minority Business Enterprise
- WBE - Women-Owned Business Enterprise
- DBE - Disadvantaged Business Enterprise
- LGBTBE - Lesbian, Gay, Bisexual, Transgender-Owned Business Enterprises
- VOB - Veteran-Owned Business
- DOBE - Disability-Owned Business Enterprise
- SBE - Small Business



Finance & Administration

Report to the Board

July 31, 2023

Annual Report of Foreign Sources of Funds, Gifts, & Grants: Act 767 of 2022 Regular Legislative Session

Act 767 of the 2022 Regular Legislative Session establishes various procedural and reporting requirements for postsecondary institutions concerning foreign sources of funds such as gifts, grants, donations, and scholarships.

Act 767 requires each postsecondary institution to report to its governing board semi-annually, on January 31st and July 31st, any direct or indirect gifts of **\$50,000 or more** received by the institution and/or any affiliate organization of the institution. The reports shall contain information from the preceding six-month period, ending on the last day of the month prior to the reporting date. Multiple gifts from a foreign source totaling fifty thousand dollars or more are required to be included in the report, even if no single gift meets that threshold amount. Gifts required to be reported include direct as well as indirect gifts, such as a gift from an intermediary of the foreign source.

The governing board, in turn, is required to file with the Board of Regents an annual summary of all gifts received by each of its member institutions or such member institutions' affiliate organizations. Reports shall be submitted **to Regents annually by February 15th**.



Finance & Administration

Foreign Gift Reporting
LSU System Board of Supervisors
Certification Statement
Revision Date 12/12/2022

CERTIFICATION STATEMENT OF

LSU System Board of Supervisors

to

Louisiana Board of Regents
Foreign Gift Reporting

FOR THE PERIOD ENDING

6/30/2023

Name of Preparer Kimberly Lewis

Title Executive Vice President and Chief Administrative Officer, LSU

Phone Number 225.578.0222

I hereby attest that the information submitted in the reports herein is current, complete and accurate to the best of my knowledge.

Failure to sign a Certification Statement will result in BoR non acceptance of the attached reports.

07/31/2023

(Date Signed)

EVP & CAO

Signature

Title

Louisiana State University



**Semi-Annual Financial Report
For Six-Month Period Ending June 30, 2023**

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CAMPUS CORRESPONDENCE

Date: August 9, 2023

To: William F. Tate IV
LSU President

From: Finance and Administration

Subject: Semi-Annual FY 2023 Financial Report

President Tate,

LSU has completed the 2022-2023 fiscal year within its authorized budget authority. This was the result of the dedication of LSU employees from the vice presidents, deans, and heads of budgetary units to departmental personnel, and individual faculty and staff.

Due to the required submission date of the quarterly report, it should be noted that actual expenditure and revenue data presented in this report are preliminary. The data will be finalized once closing financial transactions are complete and the consolidated financial statements are audited by the Legislative Auditors.

Please let me know if we can provide any additional information about this report.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kimberly J. Lewis", is written over a blue circular stamp.

Kimberly J. Lewis
Executive Vice President of Finance and Administration
and Chief Administrative Officer

Unrestricted Operations		Actual Amount for each semi-annual period in 2022-2023		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	135,744,107	79,184,063	56,560,044	135,744,107
Statutory Dedications	10,297,169	4,448,407	5,848,762	10,297,169
Interim Emergency Board	0	0	0	0
Interagency Transfers	8,485,184	4,087,344	4,369,986	8,457,330
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	528,425,309	431,349,672	74,876,698	506,226,370
Federal Funds	0	0	0	0
Total Revenues	682,951,769	519,069,486	141,655,490	660,724,976
Expenditures by Object:				
Salaries		138,976,126	147,832,877	286,809,003
Other Compensation		15,293,309	15,662,081	30,955,390
Related Benefits		54,710,023	61,773,928	116,483,950
Personal Services		208,979,458	225,268,885	434,248,343
Travel		1,040,599	2,627,186	3,667,786
Operating Services		26,755,889	17,797,593	44,553,482
Supplies		11,771,268	17,932,393	29,703,661
Operating Expenses		39,567,757	38,357,172	77,924,928
Professional Services		3,729,672	5,051,575	8,781,247
Other Charges		93,211,505	39,709,802	132,921,307
Debt Services		0	0	0
Interagency Transfers		1,049,952	0	1,049,952
Other Charges		97,991,129	44,761,377	142,752,506
General Acquisitions		2,221,330	3,324,494	5,545,823
Library Acquisitions		164,808	88,566	253,374
Major Repairs		0	0	0
Acquisitions and Major Repairs		2,386,138	3,413,060	5,799,198
Total Expenditures		348,924,482	311,800,494	660,724,976
Expenditures by Function:				
Instruction		103,893,233	117,580,873	221,474,106
Research		31,135,356	36,924,422	68,059,778
Public Service		2,200,618	3,593,373	5,793,991
Academic Support (Includes Library)		40,649,360	44,224,001	84,873,361
Academic Expenditures		177,878,567	202,322,669	380,201,235
Student Services		9,550,819	10,229,916	19,780,735
Institutional Support		24,233,258	26,521,008	50,754,267
Scholarships/Fellowships		93,045,529	40,168,948	133,214,477
Plant Operations/Maintenance		43,157,648	36,156,044	79,313,691
Hospital		0	0	0
Transfers out of agency		1,058,662	(3,598,091)	(2,539,429)
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		171,045,915	109,477,825	280,523,740
Total Expenditures		348,924,482	311,800,494	660,724,976

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	34,339,448	54,387,667	38,261,668
Sales and Services of Educational Activities	11,015,859	9,663,243	12,222,859
Auxiliaries	976,315	46,267,894	408,581
Endowment Income	18,568,254	18,070,611	18,607,965
Grants and Contracts	2,227,741	18,395,692	8,425,009
Indirect Cost Recovered	45,752,767	52,588,421	21,234,541
Gifts	5,323,781	4,413,592	5,124,839
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	56,162,594	51,611,277	90,760,071
TOTAL	174,366,760	255,398,397	195,045,532

Overview and Analysis of Campus Operations

Revenues:

A budget amendment increasing Interagency Transfers by \$720,221 (Lab School Minimum Foundation Program funding) was processed per HB 560. Also included in HB 560 were increases in Statutory Dedications of \$1,210,700. These increases include \$26,659 for the Lab School's Education Excellence Fund, and \$1,184,041 for the SELF Fund.

Expenditures:

The negative expenditure in the Transfer function is the Athletic Department transfer. This transfer is reflected as a negative expenditure due to the original source of the revenues being recorded in the Athletic Department and so not to "double count" the revenue as prescribed by Governmental Accounting Standards Board (GASB).

Semi -Annual Overview of Restricted Operations

Campus: **Louisiana State University A&M**

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2022-2023						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations	0	0	0	0	0	0	0
Restricted Fees	34,339,448	42,750,653	22,702,434	54,387,667	22,079,474	38,205,473	38,261,668
Sales & Svcs of Educ. Activ's	11,015,859	12,338,974	13,691,591	9,663,243	13,527,856	10,968,241	12,222,859
Auxiliaries (List)							0
1 - Athletic Department	(31,756,508)	94,745,918	91,394,258	(28,404,848)	88,663,797	95,861,659	(35,602,710)
2 - Golf Course	459,950	236,867	341,030	355,786	309,969	400,736	265,019
3 - Residential Life	(1,082,104)	63,300,749	34,313,621	27,905,023	14,649,531	41,269,002	1,285,552
4 - Lab School Cafeteria	313,645	262,824	286,753	289,717	273,871	355,223	208,365
5 - Copier Mgmt & Mailing Services	9,624,954	721,169	438,245	9,907,877	1,047,827	429,300	10,526,404
6 - University Stores	503,139	2,850,775	2,671,120	682,794	3,309,905	3,219,762	772,937
7 - Parking, Traffic & Transportation	2,272,342	9,401,963	5,695,963	5,978,343	3,972,108	8,710,486	1,239,965
8 - Student Health	2,683,207	10,052,762	7,173,246	5,562,723	2,612,169	5,827,419	2,347,474
9 - Student Media	1,050,601	966,910	490,017	1,527,494	260,310	631,526	1,156,278
10 - Auxiliary Services	7,632,706	1,876,970	831,314	8,678,362	2,432,316	1,815,935	9,294,742
11 - Union	9,274,385	7,546,062	3,035,824	13,784,622	2,381,195	7,251,262	8,914,555
12		0	0	0	0		0
13		0	0	0	0		0
14		0	0	0	0		0
15		0	0	0	0		0
Endowment Income	18,568,254	1,534,671	2,032,314	18,070,611	2,595,353	2,058,000	18,607,965
Grants and Contracts							
Federal	(1,138,664)	73,362,790	71,397,679	826,448	88,944,095	89,997,362	(226,819)
State and Local	1,005,330	23,610,284	18,215,435	6,400,179	21,282,726	24,395,668	3,287,237
Private	2,361,075	18,866,054	10,058,064	11,169,065	5,162,695	10,967,169	5,364,591
Indirect Cost Recovered	45,752,767	5,239,212	(1,596,443)	52,588,421	23,589,314	54,943,194	21,234,541
Gifts	5,323,781	12,536,980	13,447,170	4,413,592	15,565,756	14,854,509	5,124,839
Federal Funds		0	0	0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0	0	0	0		0
Physician Practice Plans		0	0	0	0		0
Medicare		0	0	0	0		0
Medicaid		0	0	0	0		0
Uncompensated Care Costs		0	0	0	0		0
Sponsored Grants and Contracts		0	0	0	0		0
Sales and Services Other		0	0	0	0		0
All Other Sources	56,162,594	2,036,269	6,587,586	51,611,277	13,348,287	(25,800,507)	90,760,071
TOTAL	174,366,760	384,238,857	303,207,220	255,398,397	326,008,554	386,361,419	195,045,532

Report on Restricted Operations

Auxiliaries: The negative fund balance for Athletics is due to the impact of COVID-19 restrictions on sporting events in FY21.

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

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

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



Office of the Vice President for Agriculture

Date: August 11, 2023

To: William Tate IV, President LSU System
Louisiana State University

From: Matthew R. Lee, Vice President for Agriculture
LSU Agricultural Center

Subject: FY 2022-2023 4th Quarter Budget Report

The AgCenter appropriation for FY23 provided an increase of \$4.4 million in State General Fund over the FY22 operating budget (excluding supplemental appropriations). The increased support in operational funds for FY23 was utilized for continuation of existing research, extension, and teaching programs, merit increases, and offset of approximately \$350,000 in increased operational costs (retirement, insurance, and other associated required costs). The appropriation allowed for the advertisement and filling of 15 priority extension positions across the state. These positions will support agricultural producers with specialists in crawfish, poultry, and fruit and nut production. Additionally, positions in community development programming, nutrition education, and 4-H were prioritized. An additional \$50,000 was appropriated in the 2022 Regular Legislative Session Supplemental Bill (Act 170) for research on control and eradication of feral hogs.

The AgCenter is tremendously appreciative for the support of the Governor, the Commissioner of Administration, and the Legislature. This financial support is invaluable for providing the community extension programs and long-term agricultural research at the core of the AgCenter's mission.

Over the last few years, the AgCenter has made significant changes in the way programs are developed and delivered. The statewide staffing program for agricultural agents was moved from a parish-based model to a broader commodity-based system to meet clientele demands within existing resources. During FY23, the positions of Director for the experiment station and cooperative extension service were reestablished to enhance the opportunity for programs under their direction. These positions are working together to ensure growth in the cutting-edge research program and concomitant evolution of our extension programming. The latter is partly a science and engineering communication vehicle to disseminate applied knowledge and innovations to stakeholders throughout Louisiana and beyond. Throughout all functions, attention is being given to meet stakeholder needs, recruit students in agricultural disciplines for 4-H programs and for the College of Agriculture, expand rural economic development initiatives and develop expanded opportunities for sustainable agricultural production.

With all of this in mind, the AgCenter had the following priorities for FY23:

- Establish Research Centers of Excellence in priority focal areas.
- Expand application and award of competitive grant opportunities.
- Develop and implement advanced technologies for Precision Agriculture initiatives.
- Expand research and extension faculty to support Louisiana's principal agricultural commodities and emerging areas.
- Provide adequate staff, operating support and infrastructure to support faculty programs.
- Capitalize on major grant-funded nutrition initiatives by maintaining adequate faculty to conduct general nutrition education.
- Prioritize functions within cooperative extension service and experiment station under the direction of Directors for experiment station and extension service.

- Continue to refine the commodity-based staffing plan for agricultural agents and develop supportive training strategies and web-based material.
- Continue work with rural communities in the area of connectivity/broadband.
- Examine 4-H programs to effectively increase the overall program offerings and participation with an expanded use of technology for remote learning opportunities.
- Provide a critical mass of faculty at stations and in academic departments that support teaching programs within the College of Agriculture.

The AgCenter has identified following areas as priority focal areas for research, extension, and teaching programs:

- 1) Soil Health and Water Quality
- 2) Crop Development and Biotechnology
- 3) Invasive Species
- 4) Precision and Digital Agriculture
- 5) Livestock Production and Management
- 6) Wildlife Management
- 7) Nutrition, Health, and Food Safety
- 8) Biofuels and Bioprocessing
- 9) Youth Development (4-H & FFA)

The AgCenter receives the majority of its operational funds through three primary sources:

1. State Appropriations,
2. Federal Capacity Funds, and
3. Local Governments/Council/Police Jury/School Board

The AgCenter's primary source of funding is through the state's appropriation. In addition, a formula-based federal appropriation is received for capacity funds from the Hatch Act, Smith-Lever Act, and McIntire-Stennis Act for research, extension, and forestry research. This source has been stable, although this could change with pressures at the federal level. Support from local governments has also been stable in previous years, but declining revenues collected by local governments statewide are continuing to threaten this stability. Louisiana agricultural producers provide funds through check-off programs that directly support programs and research initiatives. Additionally, the AgCenter receives funds from technology transfer (intellectual property) and oil and gas royalties, which have been utilized to support salaries and programs in both research and extension.

The AgCenter is continuing to invest funds for information technology needs to replace significantly outdated computers, provide software for ADA compliance, improve connectivity at statewide parish offices and research stations, provide training for faculty and staff on new technology that is essential to remaining in contact with stakeholders and update security measures to combat increased risks to institutional information.

Thank you for the opportunity to describe the AgCenter's priorities and needs and for the ongoing support provided for our programs.

Sincerely,



Matt Lee
Vice President for Agriculture
Dean of the College of Agriculture

cc: Lori Parker
Mike Salassi
Tara Smith

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

Unrestricted Operations		Actual Amount for each semi-annual period in 2022-2023		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	95,229,404	49,133,819	46,095,585	95,229,404
Statutory Dedications	4,093,104	1,821,767	2,271,337	4,093,104
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	6,807,967	2,550,099	2,635,104	5,185,203
Federal Funds	13,018,275	(1,790,414)	12,795,275	11,004,861
Total Revenues	119,148,750	51,715,270	63,797,301	115,512,571
Expenditures by Object:				
Salaries		25,088,769	27,208,095	52,296,864
Other Compensation		1,552,448	1,463,074	3,015,522
Related Benefits		14,327,233	14,267,584	28,594,817
Personal Services		40,968,450	42,938,753	83,907,203
Travel		628,527	888,824	1,517,351
Operating Services		6,128,059	4,794,849	10,922,909
Supplies		1,776,266	2,641,504	4,417,769
Operating Expenses		8,532,852	8,325,177	16,858,029
Professional Services		292,696	589,536	882,231
Other Charges		241,359	11,143,629	11,384,988
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		534,055	11,733,164	12,267,219
General Acquisitions		0	0	0
Library Acquisitions		0	0	0
Major Repairs		2,335,322	144,798	2,480,120
Acquisitions and Major Repairs		2,335,322	144,798	2,480,120
Total Expenditures		52,370,679	63,141,893	115,512,571
Expenditures by Function:				
Instruction		10,300	(10,300)	0
Research		14,264,049	28,111,182	42,375,231
Public Service		11,857,111	13,935,742	25,792,854
Academic Support (Includes Library)		1,595,095	2,099,028	3,694,123
Academic Expenditures		27,726,555	44,135,653	71,862,208
Student Services		0	0	0
Institutional Support		20,512,315	17,960,255	38,472,570
Scholarships/Fellowships		0	0	0
Plant Operations/Maintenance		2,345,430	2,832,364	5,177,794
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		22,857,746	20,792,618	43,650,364
Total Expenditures		50,584,301	64,928,271	115,512,571

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	0	0	0
Sales and Services of Educational Activities	3,113,150	3,350,439	3,952,197
Auxiliaries	0	0	0
Endowment Income	555,843	123,907	128,298
Grants and Contracts	5,720,367	8,867,904	7,073,827
Indirect Cost Recovered	2,986,715	1,680,915	3,538,978
Gifts	4,268,050	4,533,538	4,981,983
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	17,374,846	20,294,962	32,939,730
TOTAL	34,018,970	38,851,666	52,615,013

Overview and Analysis of Campus Operations

Semi -Annual Overview of Restricted Operations

Campus: LSU Agricultural Center

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2022-2023						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees		0		0	0		0
Sales & Svcs of Educ. Activ's	3,113,150	1,043,902	806,612	3,350,439	1,145,259	543,501	3,952,197
Auxiliaries (List)							0
1		0		0	0		0
2		0		0	0		0
3		0		0	0		0
4		0		0	0		0
5		0		0	0		0
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income	555,843	(354,930)	77,005	123,907	86,814	82,424	128,298
Grants and Contracts							
Federal	(36,402)	4,172,792	4,067,900	68,490	5,243,419	5,357,014	(45,105)
State and Local	3,973,618	7,777,803	6,447,877	5,303,544	7,110,081	8,018,732	4,394,893
Private	1,783,151	4,678,461	2,965,742	3,495,870	2,296,162	3,067,992	2,724,039
Indirect Cost Recovered	2,986,715	1,481,579	2,787,379	1,680,915	1,858,063	0	3,538,978
Gifts	4,268,050	1,577,456	1,311,968	4,533,538	1,944,862	1,496,417	4,981,983
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	17,374,846	2,113,828	(806,288)	20,294,962	3,658,676	(8,986,092)	32,939,730
TOTAL	34,018,970	22,490,890	17,658,194	38,851,666	23,343,334	9,579,987	52,615,013

Report on Restricted Operations

Semi-Annual Budget Summary Narrative

For the Period Ending June 30, 2023

Revenues

Unrestricted Revenues were received as anticipated. Expenditures were as anticipated. Restricted revenues in the form of gifts, grants and contracts were received at expected levels, although the Federal draw for June 2023 is not conducted until July 2023. All other collections are within expected levels.

The Pennington Biomedical Research Center Stores Auxiliary was able to sustain a positive fund balance at the end of the second half of fiscal year 2023. We continue to closely monitor the Stores to ensure its operations remain viable.

Expenditures

Unrestricted expenditures have tracked within budget. Restricted funds expenditures are within expected parameters. There are no unexpected or material variances in relation to the budget. Overall, expenditure budgets are in line with expected expenditures for FY 2023.



John P. Kirwan, Ph.D.
Executive Director

Unrestricted Operations		Actual Amount for each semi-annual period in 2022-2023		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	31,316,452	18,267,930	13,048,522	31,316,452
Statutory Dedications	103,178	48,051	55,127	103,178
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	845,561	20,359	825,202	845,561
Federal Funds	0	0	0	0
Total Revenues	32,265,191	18,336,340	13,928,851	32,265,191
Expenditures by Object:				
Salaries		7,788,464	9,842,624	17,631,088
Other Compensation		688,972	670,212	1,359,184
Related Benefits		3,012,583	3,837,631	6,850,214
Personal Services		11,490,019	14,350,467	25,840,486
Travel		33,216	88,499	121,715
Operating Services		2,614,523	(468,037)	2,146,486
Supplies		855,605	1,304,242	2,159,847
Operating Expenses		3,503,344	924,704	4,428,048
Professional Services		579,408	1,055,678	1,635,086
Other Charges		9,000	28,443	37,442
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		588,408	1,084,121	1,672,529
General Acquisitions		49,684	274,445	324,129
Library Acquisitions		0	0	0
Major Repairs		0		0
Acquisitions and Major Repairs		49,684	274,445	324,129
Total Expenditures		15,631,455	16,633,736	32,265,191
Expenditures by Function:				
Instruction		0	0	0
Research		3,436,318	4,221,261	7,657,579
Public Service		632,258	1,336,450	1,968,709
Academic Support (Includes Library)		4,444,239	3,659,904	8,104,143
Academic Expenditures		8,512,816	9,217,616	17,730,431
Student Services		0	0	0
Institutional Support		3,251,691	4,686,385	7,938,076
Scholarships/Fellowships		0	0	0
Plant Operations/Maintenance		3,866,592	2,730,091	6,596,684
Hospital		0	0	0
Transfers out of agency		357	(357)	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		7,118,640	7,416,120	14,534,760
Total Expenditures		15,631,455	16,633,736	32,265,191

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	0	0	0
Sales and Services of Educational Activities	426,583	395,127	431,844
Auxiliaries	430	(5,876)	97,215
Endowment Income	0	0	0
Grants and Contracts	1,281,070	2,935,902	2,054,067
Indirect Cost Recovered	3,544,233	2,586,668	2,750,852
Gifts	727,845	972,210	930,496
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	436,441	274,621	769,672
TOTAL	6,416,602	7,158,652	7,034,146

Overview and Analysis of Campus Operations

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Semi -Annual Overview of Restricted Operations

Campus: *Pennington Biomedical Research Center*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2022-2023						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees		0		0	0		0
Sales & Svcs of Educ. Activ's	426,583	177,615	209,071	395,127	291,752	255,034	431,844
Auxiliaries (List)							
Pennington Stores	430	583,410	589,716	(5,876)	978,985	875,893	97,215
2		0		0	0		0
3		0		0	0		0
4		0		0	0		0
5		0		0	0		0
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income		0		0	0		0
Grants and Contracts							
Federal	47,834	9,730,028	9,548,233	229,629	14,622,970	14,864,212	(11,613)
State and Local	122,255	478,040	530,489	69,805	557,117	533,635	93,288
Private	1,110,981	5,649,844	4,124,358	2,636,468	5,176,040	5,840,116	1,972,392
Indirect Cost Recovered	3,544,233	3,414,626	4,372,191	2,586,668	4,346,124	4,181,940	2,750,852
Gifts	727,845	930,807	686,442	972,210	1,156,557	1,198,271	930,496
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	436,441	0	161,820	274,621	752,948	257,898	769,672
TOTAL	6,416,602	20,964,370	20,222,320	7,158,652	27,882,493	28,006,999	7,034,146

Report on Restricted Operations

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Louisiana State University of Alexandria
Semi-Annual Financial Report Narrative

Overview and Analysis of Campus Operations:

FY23 ended as anticipated. Year-end balance projections set in January were once again on target. With enrollment up in all semesters, revenue greatly exceeded projections. LSUA's Budget Authority had to again be increased in order to book received revenue. This allowed for several positions to be filled mid-year and several other needed positions to be created. Funds were also allocated to facility related and deferred maintenance items. Outside of addressing key needs, the additional unallocated revenue was not pushed back into department budgets. This allowed for expenditures to be covered in many restricted and auxiliary accounts with negative balances.

The university also continued with priorities that were set at the beginning of the year in enrollment and retention efforts. Again, this past year, several internal structural and leadership changes were made to better align staffing and resources and to position the institution for additional enrollment growth - both on-campus and online. The continued effort in these areas has resulted in continued increases in enrollment. Fall 2023 is once again expected to see an overall increase. Current projections show a 12+ percentage increase.

From solely a financial standpoint, fiscal year 2023 was the best year in well over 12 years; however, "best" is relative. This marks the third year in a row with such notation. While much progress was made, much more is needed before the university can be considered in good shape financially. Of note, salary equity and compression adjustments was made possible by the financial growth LSUA has experienced. On average, salary adjustments in terms of equity, inversion and compression were made at 5.9%

Highlights include:

- Total Net Position ended at over \$74M. Up almost \$3 Million from FY22.
- Online revenue reached over \$12 million, an increase of 25% over last year. As higher education shifts to online for many demographics, LSUA has been able to capitalize on this increased enrollment and revenue to sustain and expand on-campus operations.

Report on Restricted Operations:

FY23 was a good year for restricted and auxiliary balances. Aux ended the year up 1,688,742.60 to a total of \$5,082,647.11. Restricted ended the year down by -\$167,235.03 to \$5,144,921.90. With these balances again healthy, FY24 will focus on spending all current revenue while maintaining health balances where applicable.

Of note:

- Athletics, which was near (\$1.2M) just two short years ago, ended the year at (50,874). This is a significant improvement and allows for better spending/management in future years. This area has been a focus since FY2019, and the results are evident.
- Children's Center ended with a balance of \$563,249. Much work has been put into this area and the results are significant. FY24 will focus on facility expansion and improvements.

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

Unrestricted Operations		Actual Amount for each semi-annual period in 2022-2023		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	7,003,258	4,085,235	2,918,023	7,003,258
Statutory Dedications	293,936	136,889	157,047	293,936
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	26,285,025	21,036,050	3,384,523	24,420,573
Federal Funds	0	0	0	0
Total Revenues	33,582,219	25,258,174	6,459,593	31,717,767
Expenditures by Object:				
Salaries		6,520,652	6,568,273	13,088,925
Other Compensation		95,991	110,062	206,053
Related Benefits		3,129,412	3,568,116	6,697,528
Personal Services		9,746,055	10,246,451	19,992,506
Travel		77,038	98,519	175,557
Operating Services		1,823,038	886,434	2,709,472
Supplies		587,598	273,256	860,854
Operating Expenses		2,487,673	1,258,209	3,745,883
Professional Services		1,821,229	3,366,152	5,187,382
Other Charges		1,028,905	1,565,750	2,594,655
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		2,850,134	4,931,903	7,782,037
General Acquisitions		14,892	182,449	197,341
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		14,892	182,449	197,341
Total Expenditures		15,098,755	16,619,012	31,717,767
Expenditures by Function:				
Instruction		6,541,030	8,472,408	15,013,438
Research		0	0	0
Public Service		0	61,264	61,264
Academic Support (Includes Library)		1,415,217	1,453,896	2,869,114
Academic Expenditures		7,956,248	9,987,569	17,943,816
Student Services		1,300,410	1,323,443	2,623,853
Institutional Support		2,478,495	2,366,660	4,845,155
Scholarships/Fellowships		999,608	824,166	1,823,774
Plant Operations/Maintenance		2,342,193	1,509,096	3,851,289
Hospital		0	0	0
Transfers out of agency		0	629,879	629,879
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		7,120,706	6,653,244	13,773,950
Total Expenditures		15,076,954	16,640,813	31,717,767

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	4,482,673	5,383,546	4,407,321
Sales and Services of Educational Activities	400,716	446,947	386,941
Auxiliaries	3,393,905	4,467,058	5,082,645
Endowment Income	768,971	766,518	770,987
Grants and Contracts	142,535	488,889	(27,781)
Indirect Cost Recovered	14,369	14,369	14,369
Gifts	150,916	99,079	16,231
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	120,948	125,249	148,851
TOTAL	9,475,033	11,791,655	10,799,564

Overview and Analysis of Campus Operations

FY23 ended as anticipated. Year-end balance projections set in January were once again on target. With enrollment up in all semesters, revenue greatly exceeded projections. LSUA's Budget Authority had to again be increased in order to book received revenue. This allowed for several positions to be filled mid-year and several other needed positions to be created. Funds were also allocated to facility related and deferred maintenance items. Outside of addressing key needs, the additional unallocated revenue was not pushed back into department budgets. This allowed for expenditures to be covered in many restricted and auxiliary accounts with negative balances.

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Highlights include:

Total Net Position ended at over \$74M. Up almost \$3 Million from FY22.

Online revenue reached over \$12 million, an increase of 25% over last year. As higher education shifts to online for many demographics, LSUA has been able to capitalize on this increased enrollment and revenue to sustain and expand on-campus operations.

Semi -Annual Overview of Restricted Operations

Campus: *LSU of Alexandria*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2022-2023						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees	4,482,673	1,615,593	714,720	5,383,546	392,393	1,368,618	4,407,321
Sales & Svcs of Educ. Activ's	400,716	74,776	28,545	446,947	(6,948)	53,058	386,941
Auxiliaries (List)							0
1 - Athletic Department	(292,410)	1,089,851	682,579	114,862	481,686	647,422	(50,874)
2 - Golf Course	(1,820)	40,796	56,825	(17,849)	89,032	72,967	(1,784)
3 - Residential Life	57,199	924,020	322,024	659,195	534,464	389,833	803,826
4 - Duplication & Copy Services	(21,500)	7,620	64,572	(78,452)	145,225	67,651	(878)
5 - Bookstore	1,173,636	32,565	51,662	1,154,539	43,672	2,832	1,195,379
6 - Parking, Street & Safety	1,059,554	114,963	1,484	1,173,033	32,028	3,016	1,202,045
7 - Campus Card Operations	0	0	5,353	(5,353)	7,226	1,873	0
8 - Newspaper	6,104	2,919		9,023	368	11,166	(1,775)
9 - Union	1,003,270	336,578	301,745	1,038,103	258,139	68,908	1,227,334
10 - Yearbook	69,902	0		69,902	1,172	0	71,074
11 - Child Care Center	284,285	201,489	99,162	386,612	192,230	15,593	563,249
12 - Museum	55,685	85,000	177,242	(36,557)	325,000	213,392	75,051
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income	768,971	12,938	15,391	766,518	24,195	19,726	770,987
Grants and Contracts							
Federal	(3,431)	4,819,494	4,822,816	(6,753)	6,105,695	6,106,485	(7,543)
State and Local	141,458	356,801	142,833	355,426	(57,727)	374,441	(76,742)
Private	4,508	267,868	132,160	140,216	151,371	235,083	56,504
Indirect Cost Recovered	14,369	0		14,369	0		14,369
Gifts	150,916	456,348	508,185	99,079	530,503	613,351	16,231
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	120,948	4,161	(140)	125,249	26,745	3,143	148,851
TOTAL	9,475,033	10,443,780	8,127,158	11,791,655	9,276,468	10,268,558	10,799,564

Report on Restricted Operations

FY23 was a good year for restricted and auxiliary balances. Aux ended the year up 1,688,742.60 to a total of \$5,082,647.11. Restricted ended the year down by -\$167,235.03 to \$5,144,921.90. With these balances again healthy, FY24 will focus on spending all current revenue while maintaining health balances where applicable.

Of note:

Athletics, which was near (\$1.2M) just two short years ago, ended the year at (50,874). This is a significant improvement and allows for better spending/management in future years. This area has been a focus since FY2019, and the results are evident.

Children's Center ended with a balance of \$563,249. Much work has been put into this area and the results are significant. FY24 will focus on facility expansion and improvements.



Semi-Annual Financial
Report Narrative FY 2022-23

Overview and Analysis of Campus Operations

Unrestricted Revenues are lower than anticipated due to a relatively flat enrollment. Overall fall enrollment increased .5% from the previous Fall 2021 semester. Expenditures are in line with projections and continue to be monitored closely due to the decrease in revenues. Enrollment and retention efforts continue to be a top priority along with organizational restructuring to better service students.

Report on restricted operations:

Auxiliary revenues are slightly below budget projections due to the relatively flat enrollment. Auxiliary expenditures are in line with projections and continue to be closely monitored.

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

Unrestricted Operations		Actual Amount for each semi-annual period in 2022-2023		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	5,645,852	3,293,415	2,352,437	5,645,852
Statutory Dedications	239,462	127,411	146,174	273,585
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	10,628,383	8,771,583	691,871	9,463,454
Federal Funds	0	0	0	0
Total Revenues	16,513,697	12,192,409	3,190,482	15,382,891
Expenditures by Object:				
Salaries		3,775,242	3,632,540	7,407,782
Other Compensation		67,860	79,725	147,585
Related Benefits		1,937,863	2,078,102	4,015,965
Personal Services		5,780,965	5,790,366	11,571,331
Travel		24,596	43,105	67,701
Operating Services		1,385,814	487,825	1,873,639
Supplies		462,385	141,456	603,841
Operating Expenses		1,872,795	672,386	2,545,181
Professional Services		300	414,378	414,678
Other Charges		797,237	(4,801)	792,436
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		797,537	409,577	1,207,114
General Acquisitions		57,765	1,500	59,265
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		57,765	1,500	59,265
Total Expenditures		8,509,062	6,873,829	15,382,891
Expenditures by Function:				
Instruction		2,454,748	2,595,172	5,049,920
Research		0	0	0
Public Service		0	0	0
Academic Support (Includes Library)		214,287	192,524	406,811
Academic Expenditures		2,669,035	2,787,696	5,456,731
Student Services		394,702	401,595	796,297
Institutional Support		3,049,602	2,809,281	5,858,883
Scholarships/Fellowships		786,070	499,593	1,285,663
Plant Operations/Maintenance		1,609,653	616,125	2,225,778
Hospital		0	0	0
Transfers out of agency		0	(240,461)	(240,461)
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		5,840,027	4,086,133	9,926,160
Total Expenditures		8,509,062	6,873,829	15,382,891

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	1,280,544	1,680,826	1,034,215
Sales and Services of Educational Activities	0	0	0
Auxiliaries	416,148	1,398,385	235,599
Endowment Income	76,829	73,515	76,310
Grants and Contracts	(36,919)	(6,394)	26,399
Indirect Cost Recovered	0	0	0
Gifts	205,631	251,494	335,717
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	101,694	102,851	129,996
TOTAL	2,043,927	3,500,677	1,838,236

Overview and Analysis of Campus Operations

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Semi -Annual Overview of Restricted Operations

Campus: **LSU Eunice**

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2022-2023						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees	1,280,544	818,193	417,911	1,680,826	(70,892)	575,719	1,034,215
Sales & Svcs of Educ. Activ's		0		0	0		0
Auxiliaries (List)							0
1 Bookstore	229,860	833,345	851,112	212,093	691,540	799,937	103,696
2 Union	464,879	179,186	19,413	624,652	62,745	333,502	353,895
3 Athletics	(835,504)	850,961	474,003	(458,546)	112,211	529,360	(875,694)
4 Media	72,341	6,959	1,189	78,111	1,768	19,879	60,000
5 Housing	484,572	1,062,242	604,739	942,075	122,836	471,209	593,702
6				0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income	76,829	7,595	10,909	73,515	7,937	5,142	76,310
Grants and Contracts							
Federal		3,367,297	3,743,619	(376,322)	4,830,099	4,453,777	0
State and Local	13,386	448,635	111,611	350,410	(57,981)	216,725	75,703
Private	(50,305)	75,960	6,137	19,518	(66,799)	2,023	(49,304)
Indirect Cost Recovered		0		0	0		0
Gifts	205,631	294,741	248,878	251,494	722,503	638,280	335,717
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	101,694	1,157	0	102,851	27,146	0	129,996
TOTAL	2,043,927	7,946,271	6,489,521	3,500,677	6,383,113	8,045,553	1,838,236

Report on Restricted Operations

August 7, 2023

Dr. William F. Tate IV
President
Louisiana State University
3810 West Lakeshore Drive
Baton Rouge, La 70808

Subject: Fiscal Year 2022-2023
For Period Ended June 30, 2023

Dear President Tate,

As I begin my tenure as Chancellor of LSU Shreveport, I feel very privileged to be here in Northwest Louisiana serving LSU. As I have gone around campus and the broader community over the past few weeks, it has become very apparent how important this institution is to the region. Indeed, our future is deeply intertwined with the health of the broader community. For this reason, I believe that it is critical for LSUS to become a more prominent partner with the community. This is completely consistent with the House Resolution 150 Study, focused on the LSUS Commitment Plan of 2012. Notably, I believe that LSUS must work to increase enrollment in face-to-face programs, particularly undergraduate ones. We can do this in a number of ways:

- Increase collaboration with LSU Health Shreveport, by collaborating with them on high-need programs in the health sciences, by providing general education programming for the first two years of students' programs and by providing housing for students in these programs, allowing LSUHS and LSUS to recruit from a broader area.
- Increase collaboration with local two-year partners, including Bossier Parish Community College and Southern University Shreveport, creating seamless transfer to LSUS for students to complete baccalaureate degree programs.
- Developing new face-to-face programs that utilize existing LSUS faculty expertise and facilities, and meeting existing needs of employers in the region, as well as meeting current interests of prospective students that are not met with existing programming.

In addition, LSUS must continue its collaboration with LSU Online, as a pathway to increase our enrollment in online programs. As you know, these decreased slightly last year, likely as a result of issues resulting from the transition from Academic Partners to LSU Online. In addition, while our online graduate programs are strong and enrollment is recovering, I note that the enrollment is dominated by enrollment in our online MBA program. While I am delighted at the incredible success of this program, I am also mindful that we must further diversify our online graduate programming, thus avoiding an over-reliance on a single program.

At this time, we are projecting that for the Fall 2023 semester, total enrollment will likely increase slightly from Fall 2022. However, while we are expecting an increase of approximately 500 graduate students, we are also expecting a decrease of approximately 100 undergraduate students. This places our total enrollment for Fall 2023 slightly in excess of 9,000 students, compared to 8,721 in Fall 2022 and 8,881 in Fall 2021. Assuming this projection is accurate, this would make our Fall 2023 enrollment the second highest enrollment in LSUS history.

I am especially pleased to note that LSUS has invested significant funds in recent years to modernize campus facilities greatly enhancing students' experience on our campus. We have also worked to implement the First Year Experience and other high-impact practices. Going forward, it is essential that we review our portfolio of undergraduate programs, developing new academic programs and revamping existing offerings to better meet the needs of employers in the region and to better mesh with the interests of prospective students. This will require some time to accomplish, but this work is essential if we are to better attract and graduate undergraduate face-to-face students.

Finally, LSUS has established a Strategic Plan Task Force to develop a new LSUS Strategic Plan. The work of the task force has advanced significantly in the past year and will ultimately be submitted to the LSUS Planning Council for eventual university review and approval. While the work continues, it will not conclude until after the new LSU Strategic Plan is approved, to ensure that our two plans are consistent.

Sincerely Yours,

A handwritten signature in blue ink, appearing to read "Robert T. Smith". The signature is fluid and cursive, with a large initial "R" and "S".

Robert T. Smith, Ph.D.
Chancellor
Professor of Mathematics

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

Unrestricted Operations		Actual Amount for each semi-annual period in 2022-2023		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	14,498,602	8,457,519	6,041,083	14,498,602
Statutory Dedications	605,547	322,195	369,642	691,837
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	56,080,687	42,127,734	11,014,901	53,142,635
Federal Funds	0	0	0	0
Total Revenues	71,184,836	50,907,448	17,425,626	68,333,074
Expenditures by Object:				
Salaries		12,742,130	12,025,063	24,767,193
Other Compensation		369,942	372,065	742,006
Related Benefits		5,499,400	5,792,040	11,291,440
Personal Services		18,611,472	18,189,168	36,800,640
Travel		120,675	199,185	319,860
Operating Services		3,030,144	3,578,320	6,608,463
Supplies		1,157,277	1,672,413	2,829,690
Operating Expenses		4,308,095	5,449,917	9,758,013
Professional Services		10,051,271	7,054,580	17,105,851
Other Charges		1,071,858	2,721,754	3,793,612
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		11,123,129	9,776,334	20,899,463
General Acquisitions		106,713	768,245	874,959
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		106,713	768,245	874,959
Total Expenditures		34,149,410	34,183,664	68,333,074
Expenditures by Function:				
Instruction		22,170,170	18,286,812	40,456,982
Research		31,646	96,535	128,182
Public Service		1,708	3,560	5,268
Academic Support (Includes Library)		2,593,882	2,641,135	5,235,017
Academic Expenditures		24,797,407	21,028,043	45,825,449
Student Services		1,518,303	1,400,029	2,918,332
Institutional Support		4,514,942	6,975,009	11,489,951
Scholarships/Fellowships		840,951	830,183	1,671,134
Plant Operations/Maintenance		2,477,806	3,950,401	6,428,208
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		9,352,003	13,155,622	22,507,625
Total Expenditures		34,149,410	34,183,664	68,333,074

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	10,506,976	12,356,608	10,889,824
Sales and Services of Educational Activities	729,275	738,314	749,612
Auxiliaries	(1,535,681)	(1,324,102)	(2,755,690)
Endowment Income	0	0	0
Grants and Contracts	(721,500)	927,507	(800,117)
Indirect Cost Recovered	639,162	619,422	508,789
Gifts	386,252	323,901	437,163
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	1,539,343	1,700,634	2,701,761
TOTAL	11,543,826	15,342,285	11,731,343

Overview and Analysis of Campus Operations

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Semi -Annual Overview of Restricted Operations

Campus: LSU Shreveport

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2022-2023						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees	10,506,976	5,015,274	3,165,642	12,356,608	1,257,085	2,723,869	10,889,824
Sales & Svcs of Educ. Activ's	729,275	106,283	97,243	738,314	156,032	144,735	749,612
Auxiliaries (List)							0
1 - University Center	(613,852)	132,029	137,344	(619,167)	71,913	503,181	(1,050,434)
2 - Food Service	(705,459)	196,385	275,867	(784,941)	234,346	370,491	(921,086)
3 - Bookstore	(227,926)	38,904	0	(189,022)	28,758	0	(160,264)
4 - University Court Apts - Lease	(463,213)	903,338	959,100	(518,976)	892,031	863,898	(490,843)
5 - Athletics	474,769	1,810,207	1,496,972	788,004	502,440	1,423,506	(133,062)
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income		0		0	0		0
Grants and Contracts							
Federal	(512,767)	3,415,558	3,306,543	(403,752)	4,687,522	4,904,836	(621,067)
State and Local	(127,017)	1,707,461	279,908	1,300,536	(985,396)	366,924	(51,784)
Private	(81,715)	242,468	130,028	30,724	30,089	188,079	(127,266)
Indirect Cost Recovered	639,162	48,512	68,252	619,422	37,435	148,068	508,789
Gifts	386,252	302,566	364,917	323,901	667,420	554,158	437,163
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	1,539,343	552,042	390,751	1,700,634	1,000,566	(561)	2,701,761
TOTAL	11,543,826	14,471,027	10,672,568	15,342,285	8,580,241	12,191,183	11,731,343

Report on Restricted Operations

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Chancellor's Narrative
FY 2022-23 Annual Financial Report
July 1, 2022 – June 30, 2023

LSU Health Sciences Center (LSUHSC-NO) closed fiscal year 2022-2023 with strong financial performance and made several appointments to the University's leadership team and other senior administrator positions during the year to further strengthen our three prong mission of instruction, research, and public service. The Institution is extremely appreciative of the support of the LSU President's office, Governor, Division of Administration, and Legislature in reinvesting in Higher Education. As a result of this partnership as well as the unwavering dedication of our faculty and staff, the University continues on a path of financial stability and institutional progress. A few of our more notable headlines are provided below.

- LSU Health Nursing Awarded \$2.6 Million to Improve Primary Care, Mental Health and Maternal Care in Louisiana – release date is 7/13/23
- LSU Health New Orleans Named Top University Fulbright Scholar Producer
- \$1.4M Research Pipeline Grant Funds Increased Diversity of Biomedical Sciences Workforce
- LSU Health New Orleans Joins AACR Project GENIE
- \$3M Award to LSU Health New Orleans Will Address Nursing Shortage and Improve Health Equity in Rural and Medically Underserved Areas
- LSU Health New Orleans Awarded \$4.6M to Develop Burn Care Education & Training for Military and Civilian Disasters
- NCI NCORP-designated LSU Health New Orleans and ConcertAI Advance Multi-Year Collaboration Addressing Diversity in Clinical Trials

Overall, the University's total revenues increased by \$50.4M (5%) during FY 23. Due to an increase in state appropriations for FY 23, unrestricted revenues grew by \$8.7M resulting in total unrestricted revenues of \$161.5M – a 5.7% increase over the prior fiscal year. The FY 23 funding included a supplemental appropriation of \$4M in order to support the University in fully liquidating the \$8.5M outstanding balance of its 2013 bond issuance.

The remaining revenue increase of \$41.7M was primarily driven by increases in our Private Grants and Contracts of \$28.3M due to the University's contracts with its hospital partners. Also, due to the significant interest hikes by the Federal Reserve Bank over the last year, the interest earned on our cash held in the bank has grown substantially when compared to prior periods resulting in an increase in interest income of approximately \$5.2M. Given the volatility in interest rates over the recent past, there is no guarantee that these heightened interest revenues will persist into the long-term.

While revenues have increased, the LSUHSC-NO has also seen a commensurate increase in expenditures of approximately \$53.4M (5.7%). Salaries and Related Benefit expenditures increased by \$10.8M as the University continues to invest in its faculty and staff while fully participating in a highly competitive labor market. As we continue to emerge from the pandemic, travel expenses are trending to return to 2019 levels with current year expenditures increasing by \$1.3M. Additionally, the University has not been immune to rising utility costs as a result of the many natural disasters and other weather events resulting in increases of over \$3.4M.

Of the remaining increase in expenditures of \$37.9M, \$5.0M is driven by our partnership with the Louisiana Department of Health in support of the Managed Care Incentive Payment Program. The University has fiscal responsibility for the Louisiana Quality Network (LQN). Additionally, \$17.7M of the increase is driven by growth in the Dental Full Medicaid Pricing (FMP) program which provides increased reimbursement for regional dentists serving Medicaid patients. It is of note that FY 23 is the final year of Dental FMP.

Our restricted operations show cumulative revenue over expenses of \$387M – an increase of \$54M during FY 23. It should be noted however, that as the name implies, this balance includes restricted operations that are restricted to certain uses and generally cannot be used to support our operating needs and challenges. The industry benchmark for resource sufficiency and flexibility to be able to respond to unforeseen circumstances such as pandemics, weather events, and decreases in enrollment is to maintain an unrestricted reserve sufficient to cover a minimum of 16 weeks of core operating expenses. The University's sufficiency and flexibility ratio averages 14 weeks. Although we are making progress on this metric, our partnerships with our hospital partners account for the majority of the ground we were able to gain in this regard.

The historical deficit in the sales and services of educational activities is mainly due to our student and faculty dental clinic operations which has been subsidized by the University in the past. The Dental FMP Program has continued to reduce that deficit.

LSU Health Sciences Center New Orleans is looking forward to the future and working strategically with our sister institutions to improve the quality of education, research and public service provided to the State of Louisiana and continuing to be a catalyst in the State's pursuit to achieve National NCI Cancer designation.

Unrestricted Operations		Actual Amount for each semi-annual period in 2022-2023		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	90,827,984	43,363,992	47,610,660	90,974,652
Statutory Dedications	4,524,765	2,107,226	2,417,539	4,524,765
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	67,736,379	61,060,875	4,907,675	65,968,550
Federal Funds	0	0	0	0
Total Revenues	163,089,128	106,532,093	54,935,874	161,467,967
Expenditures by Object:				
Salaries		33,435,762	35,097,303	68,533,065
Other Compensation		767,195	668,528	1,435,723
Related Benefits		13,368,309	11,574,299	24,942,609
Personal Services		47,571,266	47,340,131	94,911,397
Travel		161,495	298,394	459,889
Operating Services		13,354,448	9,747,039	23,101,486
Supplies		2,063,972	4,258,347	6,322,319
Operating Expenses		15,579,915	14,303,779	29,883,694
Professional Services		554,611	763,983	1,318,594
Other Charges		2,914,165	11,374,421	14,288,586
Debt Services		44,422	4,232,696	4,277,119
Interagency Transfers		14,731,455	356,308	15,087,763
Other Charges		18,244,654	16,727,407	34,972,061
General Acquisitions		322,671	1,372,142	1,694,813
Library Acquisitions		2,857	3,145	6,002
Major Repairs		0	0	0
Acquisitions and Major Repairs		325,528	1,375,287	1,700,815
Total Expenditures		81,721,363	79,746,604	161,467,967
Expenditures by Function:				
Instruction		27,177,170	28,371,596	55,548,766
Research		1,651,834	5,229,128	6,880,962
Public Service		481,585	8,992,413	9,473,998
Academic Support (Includes Library)		9,288,461	7,620,125	16,908,586
Academic Expenditures		38,599,049	50,213,263	88,812,312
Student Services		1,731,799	1,665,670	3,397,469
Institutional Support		20,708,542	8,446,313	29,154,855
Scholarships/Fellowships		2,325,813	1,837,737	4,163,550
Plant Operations/Maintenance		18,207,219	13,395,089	31,602,308
Hospital		0	0	0
Transfers out of agency		148,940	4,188,533	4,337,474
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		43,122,314	29,533,341	72,655,655
Total Expenditures		81,721,363	79,746,604	161,467,967

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	3,741,592	4,466,299	4,088,142
Sales and Services of Educational Activities	(6,160,951)	(6,079,521)	(3,701,337)
Auxiliaries	1,566,726	2,872,496	(3,348,734)
Endowment Income	1,154,143	1,032,133	1,186,251
Grants and Contracts	260,134,843	238,523,248	315,134,527
Indirect Cost Recovered	38,297,487	26,966,128	28,536,454
Gifts	462,715	394,754	502,449
Federal Funds	0	0	0
Hospitals	30,587,808	37,959,957	38,625,213
All Other Sources	3,239,118	(3,853,559)	6,373,619
TOTAL	333,023,481	302,281,936	387,396,584

Overview and Analysis of Campus Operations

Revenues

Driven by an increase in state appropriation for FY 23, LSU Health Sciences Center in New Orleans generated \$161,467,967 in unrestricted revenues - a 5.7% increase from FY 2021-2022. The appropriation included an additional \$4M received in the Supplemental Appropriation Bill to support the University in fully liquidating its \$8.5M bond obligation.

Revenues from appropriations include general fund revenue, statutory dedication revenue Supporting Education in Louisiana First (SELF), and self-generated revenue.

Expenditures

The University's overall expenses increased in FY 2022-2023 by \$53.4M (5.7%) but are within the parameters of our overall budget. Salaries and related benefit costs increased by \$10.8M while travel expenditures continue the trend of returning to pre-pandemic levels, growing by \$1.3M when compared to FY 22. Additionally, due to weather related events over the last several years, utility costs have continue to rise with expenditures increasing by \$3.4M.

NOTE: Due to the required submission date of the quarterly report, it should be noted that actual expenditure and revenue data presented in this report are preliminary. The data will be finalized once closing financial transactions are complete and the consolidated financial statements are audited by the Legislative Auditors.

Semi -Annual Overview of Restricted Operations

Campus: **LSU Health Sciences Center - New Orleans**

		Actual Amount for each Semi-Annual Period in FY 2022-2023					
Show Expenditures As Positive		1st & 2nd Quarter			3rd & 4th Quarter		
	Acct/Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees	3,741,592	1,492,001	767,293	4,466,299	100,880	479,037	4,088,142
Sales & Svcs of Educ. Activ's	(6,160,951)	1,943,505	1,862,074	(6,079,521)	4,052,293	1,674,110	(3,701,337)
Auxiliaries (List)							0
1 Bookstore	(1,797,755)	3,447,300	2,463,978	(814,433)	2,706,233	3,825,585	(1,933,785)
2 Cafeteria	(4,053,103)	468,604	875,296	(4,459,795)	504,766	1,265,268	(5,220,296)
3 Student Housing	1,749,887	813,607	529,561	2,033,933	621,781	2,406,837	248,877
4 Parking	6,141,750	795,127	551,096	6,385,780	408,411	2,060,738	4,733,454
5 HSC Stores	(474,053)	1,434,095	1,233,032	(272,990)	752,046	1,656,040	(1,176,983)
6 Auxiliary Administration		0		0	28,219	28,219	0
7		0		0			0
8		0		0			0
9		0		0			0
10		0		0			0
11		0		0			0
12		0		0			0
13		0		0			0
14		0		0			0
15		0		0			0
Endowment Income	1,154,143	837,197	959,206	1,032,133	1,859,491	1,705,373	1,186,251
Grants and Contracts							
Federal	475,310	16,434,287	20,073,115	(3,163,518)	26,279,374	22,436,627	679,229
State and Local	9,387,659	5,860,180	8,815,124	6,432,715	14,392,315	11,718,751	9,106,279
Private	250,271,874	248,960,424	263,978,247	235,254,051	477,855,448	407,760,479	305,349,019
Indirect Cost Recovered	38,297,487	7,280,919	18,612,278	26,966,128	34,448,517	32,878,192	28,536,454
Gifts	462,715	548,841	616,803	394,754	1,602,584	1,494,888	502,449
Federal Funds				0			0
Hospitals							
Hospital - Commercial/Self-Pay				0			0
Physician Practice Plans	30,587,808	9,221,795	1,849,646	37,959,957	11,261,017	10,595,762	38,625,213
Medicare				0			0
Medicaid				0			0
Uncompensated Care Costs				0			0
Sponsored Grants and Contracts				0			0
Sales and Services Other				0			0
All Other Sources	3,239,118	273,965	7,366,641	(3,853,559)	11,767,233	1,540,056	6,373,619
TOTAL	333,023,481	299,811,846	330,553,390	302,281,936	588,640,609	503,525,961	387,396,584

Report on Restricted Operations

Total revenues (Unrestricted and Restricted) increased by \$50.4M in FY 23 of which \$28.3M was due to the University's contracts with its hospital partners.

Of the \$53.4M increase in total expenditures (Unrestricted and Restricted), \$5.0M is driven by the University's support of the Louisiana Quality Network's participation in the Louisiana Department of Health Managed Care Incentive Payment program. Additionally, \$17.7M of the increase is driven by growth in the Dental Full Medicaid Pricing (FMP) program. FY 23 is the final year of Dental FMP.

Our restricted operations show cumulative revenue over expenses of \$387M. It should be noted however, that as the name implies, this balance includes restricted operations that are restricted to certain uses and generally cannot be used to support our operating needs and challenges.

The Account/Fund Balance for the following items were reclassified from FY2023 Q2 report as follows:

From Private G&C - \$37.52

The Account/Fund Balance Total at 12.31.22 increased from \$333,023,443 to \$333,023,481

NOTE: Due to the required submission date of the quarterly report, it should be noted that actual expenditure and revenue data presented in this report are preliminary. The data will be finalized once closing financial transactions are complete and the consolidated financial statements are audited by the Legislative Auditors.

**LSU Health Sciences Center - Shreveport
Bi-Annual Financial Reporting Narrative
FY 2022-2023 as of June 30, 2023**

Appropriation: Revenues and Expenditures

Operating Budget revenue includes state general funds direct, statutory dedications (tobacco tax and self-fund), and self-generated (tuition and fees) funding. The Operating Budget expenditures include costs associated with the operation of three schools (Medicine, Allied Health, and Graduate Studies) and multiple Centers, and including legacy costs associated with the transition of three hospitals from state management to public-private partnerships.

The original academic FY 2022-2023 operating budget appropriation includes the following spending authority:

State General Funds Direct	64,832,777
Statutory Dedications	7,327,613
University Tuition and Fees	25,823,433
TOTAL	\$97,983,823

With the approved BA-7 #1 under ACT 397 in the net amount of (\$246,239), the FY 2022-2023 operating budget appropriation changed as follows:

State General Funds Direct	64,832,777
Statutory Dedications	7,081,374
University Tuition and Fees	25,823,433
TOTAL	\$97,737,584

The State General Funds Direct appropriation receipts of **\$64.832 million** includes: approximately **\$14.0 million** dedicated to support the hospitals' (SHV Hospital, EACMC, and HPLMC) legacy costs including risk management premiums, retiree health and life, and residual HPLMC property maintenance. The balance supports mandated operational costs, instruction, research, and administrative activities.

The Statutory Dedications budget of **\$7.081 million** includes: Tobacco funds of **\$3.738 million** for FWCC Cancer Center operations, SELF funds of **\$2.942 million** for

support of faculty salaries, and Sales Tax allocation of **\$400,000** for the Simple Science Program managed by Diversity Affairs.

The University tuition and fees of **\$25.823** million support the general operations of the Schools of Medicine, Allied Health Professionals and Graduate Studies.

Public-Private Hospital Partnerships

The LSU Shreveport Hospital and E.A. Conway Medical Center originally transferred from state to private management effective October 1, 2013. Huey P. Long Medical Center in Pineville discontinued patient care services on June 30, 2014.

Effective October 1, 2018, the management of the LSU Shreveport Hospital and E.A. Conway Medical Center changed from BRFHH to the Ochsner LSU Health System of North Louisiana (OLHS-NL).

In accordance with R.S. 39:366.11, the Board of Supervisors and Joint Legislative Committee on Budget approved the Cooperative Endeavor Agreement (CEA) by and among the State of Louisiana (State), acting by and through the Louisiana Division of Administration (DOA), Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (LSU), and Ochsner LSU Health System of North Louisiana (OLHS-NL), a private Louisiana nonprofit corporation. The CEA and service agreements cover the hospital and clinic facilities in Shreveport and Monroe. The Joint Venture CEA, effective October 1, 2018, for an initial term of ten (10) years, replaces the BRFHH Public-Private Partnership CEA. Also, effective October 1, 2018, Ochsner LSU Health System of North Louisiana (OLHS-NL) is the sole member of "Ochsner LSU Physician Group" or "OLPG" which means LSU Health Sciences Center-Shreveport Faculty Group Practice d/b/a Ochsner LSU Physician Group, a Louisiana nonprofit corporation, which operates the clinical practices of HSC-S Physicians and HSC-S Practitioners. OLPG is a nonprofit corporation that, prior to the Commencement Date, operated as the practice plan of the Medical School faculty under a Memorandum of Understanding through which the FGP contracted with HSC-S for clinical and other services of HSC-S Physicians and HSC-S Practitioners.

Appendix A
Semi-Annual Revenues and Expenditures Executive Summary

Unrestricted Operations	Actual Amount for each semi-annual period in 2022-2023			
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	64,832,777	37,819,120	27,013,657	64,832,777
Statutory Dedications	7,081,374	2,689,834	3,959,172	6,649,006
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	25,823,433	23,550,605	697,588	24,248,193
Federal Funds	0	0	0	0
Total Revenues	97,737,584	64,059,559	31,670,417	95,729,976
Expenditures by Object:				
Salaries	27,734,507	16,473,565	14,293,189	30,766,754
Other Compensation	2,444,640	6,740,751	(1,885,720)	4,855,031
Related Benefits	27,708,405	10,389,371	10,205,962	20,595,333
Personal Services	57,887,552	33,603,687	22,613,431	56,217,118
Travel	393,413	95,082	37,774	132,856
Operating Services	22,689,416	14,053,609	8,307,848	22,361,457
Supplies	1,723,844	244,832	989,324	1,234,156
Operating Expenses	24,806,673	14,393,523	9,334,946	23,728,469
Professional Services	1,446,755	689,225	508,584	1,197,809
Other Charges	3,681,932	1,910,418	2,388,054	4,298,472
Debt Services	0	0	0	0
Interagency Transfers	9,053,485	5,081,221	4,345,700	9,426,921
Other Charges	14,182,172	7,680,864	7,242,338	14,923,202
General Acquisitions	851,187	468,832	392,355	861,187
Library Acquisitions	10,000	0	0	0
Major Repairs	0	0	0	0
Acquisitions and Major Repairs	861,187	468,832	392,355	861,187
Total Expenditures	97,737,584	56,146,906	39,583,070	95,729,976
Expenditures by Function:				
Instruction	19,489,246	15,549,116	4,980,380	20,529,496
Research	15,861,227	8,473,816	8,509,296	16,983,112
Public Service	148,994	62,014	115,229	177,243
Academic Support (Includes Library)	11,693,605	5,172,749	5,055,422	10,228,171
Academic Expenditures	47,193,072	29,257,695	18,660,327	47,918,022
Student Services	3,611,732	1,569,579	1,922,593	3,492,172
Institutional Support	32,013,311	15,687,390	11,922,155	27,609,545
Scholarships/Fellowships	3,390,182	1,802,151	1,818,443	3,620,594
Plant Operations/Maintenance	6,071,270	3,415,053	4,710,516	8,125,569
Hospital	3,982,741	1,750,051	1,738,747	3,488,798
Transfers out of agency	0	0	0	0
Athletics	0	0	0	0
Other	1,475,276	2,664,987	(1,189,711)	1,475,276
Non-Academic Expenditures	50,544,512	26,889,211	20,922,743	47,811,954
Total Expenditures	97,737,584	56,146,906	39,583,070	95,729,976

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	1,522,165	1,521,590	1,711,683
Sales and Services of Educational Activities	69,935,047	82,697,848	32,661,362
Auxiliaries	13,953,493	14,453,061	15,213,718
Endowment Income	5,295,565	5,575,270	6,142,606
Grants and Contracts	110,130,489	98,413,794	94,225,374
Indirect Cost Recovered	(6,750,318)	(5,911,870)	1,502,749
Gifts	(2,657)	(15,552)	21,925
Federal Funds	0	0	0
Hospitals	(37,607,428)	(35,822,970)	0
All Other Sources	7,044,077	8,356,763	10,411,592
TOTAL	163,520,433	169,267,934	161,891,009

Overview and Analysis of Campus Operations

Ending December 31, 2022 Restricted Operations (1st & 2nd Quarters):

(1) **Hospitals** net fund balance for the three hospitals is due to the pre and post financial support transactions associated with the original state initiated hospital public/private partnership transition from state management

Ending June 30, 2023 Unrestricted and Restricted Operations (3rd & 4th Quarters):

(1) Fiscal Year 2023 Financials will not be finalized until end of August 2023

(2) The **hospitals** net fund balance for the three hospitals as of December 2022 (1st & 2nd Quarters) was due to the pre and post financial support transactions associated with the original state initiated hospital public/private partnership transition from state management. As of June 2023 close, the hospital (s) fund balance chartstrings are being cleared using funds from sales and services.

Semi -Annual Overview of Restricted Operations

Campus: LSUHSC Shreveport

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2022-2023						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations	0	0	0	0	0	0	0
Restricted Fees	1,522,165	247,530	248,105	1,521,590	494,209	304,116	1,711,683
Sales & Svcs of Educ. Activ's	69,935,047	14,147,050	1,384,249	82,697,848	(16,149,643)	33,886,843	32,661,362
Auxiliaries (List)	0						0
Bookstore	2,170,655	338,142	334,785	2,174,012	384,853	310,124	2,248,741
Cafeteria	4,161,019	40,888	0	4,201,907	326,768	64,335	4,464,340
General Service Store	(664,362)	0	0	(664,362)	0	(664,362)	0
Gift Shop	24,821	212	0	25,033	394	24,821	606
Linwood Apartments	1,086,638	7,410	0	1,094,048	13,811	1,055,325	52,534
Microcomputers	(48,203)	205,332	211,095	(53,966)	0	(193,767)	139,801
Networking	630,372	19,183	10,464	639,091	23,980	213,333	449,738
Parking	(415,785)	0	181	(415,966)	0	(415,966)	0
Printing	1,442,052	182,998	162,533	1,462,517	193,787	170,421	1,485,883
Rental Properties	1,473,001	150,961	51,777	1,572,185	63,407	57,803	1,577,789
Student Union	611,574	110,109	6,602	715,081	22,736	11,176	726,641
Telecommunications	3,481,711	468,493	246,723	3,703,481	651,609	287,445	4,067,645
Endowment Income	5,295,565	1,994,126	1,714,421	5,575,270	2,908,938	2,341,602	6,142,606
Grants and Contracts							
Federal	157,466	6,884,404	9,604,165	(2,562,295)	10,924,147	8,306,061	55,791
State and Local	1,955,596	2,243,318	2,817,896	1,381,018	3,489,324	2,811,388	2,058,954
Private	108,017,427	136,312,853	144,735,209	99,595,071	131,245,638	138,730,080	92,110,629
Indirect Cost Recovered	(6,750,318)	2,526,898	1,688,450	(5,911,870)	2,948,243	(4,466,376)	1,502,749
Gifts	(2,657)	0	12,895	(15,552)	0	(37,477)	21,925
Federal Funds	0	0	0	0	0	0	0
Hospitals							
Hospital - Commercial/Self-Pay	0	0	0	0	0	0	0
Physician Practice Plans	0	0	0	0	0	0	0
Medicare	0	0	0	0	0	0	0
Medicaid	0	0	0	0	0	0	0
Uncompensated Care Costs	0	0	0	0	0	0	0
Sponsored Grants and Contracts	0	0	0	0	0	0	0
Sales and Services Other Shreveport	(27,159,502)	1,812,282	27,824	(25,375,044)	24,109,407	(1,265,637)	0
Sales and Services Other EA Conway	(6,991,465)	0	0	(6,991,465)	6,991,465	0	0
Sales and Services Other Huey P Long	(3,456,461)	0	0	(3,456,461)	3,456,461	0	0
All Other Sources	7,044,077	1,312,941	255	8,356,763	2,447,072	392,243	10,411,592
TOTAL	163,520,433	169,005,130	163,257,629	169,267,934	174,546,606	181,923,531	161,891,009

Report on Restricted Operations

Ending December 31, 2022 Restricted Operations (1st & 2nd Quarters):

(1) **Hospitals** net fund balance for the three hospitals is due to the pre and post financial support transactions associated with the original state initiated hospital public/private partnership transition from state management

Ending June 30, 2023 Restricted Operations (3rd & 4th Quarters):

(1) Fiscal Year 2023 Financials will not be finalized until end of August 2023

(2) The **hospitals** net fund balance for the three hospitals as of December 2022 was due to the pre and post financial support transactions associated with the original state initiated hospital public/private partnership transition from state management. As of June 2023 close, the hospital (s) fund balance chartstrings are being cleared using fund from sales and services.



TO: Brandi Roberts
Interim Assistant VP for Budget and Finance
Louisiana State University

FROM: Lisa Augustus
Budget and Finance
LSU Health Care Services Division

DATE: August 11, 2023

RE: Semi-Annual Financial Report
for period ending 6/30/2023

We have compiled the Semi-Annual Financial Report for twelve months ending June 30, 2023 for the LSU Health Care Services Division.

Major developments during this year included:

Actual:

Unrestricted Operations

- In FY23, HCSD was appropriated \$20,970,553 in General Fund to cover legacy costs associated with partnered hospitals. The FY2022 General Fund appropriation for legacy operations was \$20,510,471 the increase for FY23 is due to ORM premiums rate increase.
- Lallie Kemp Regional Medical Center was appropriated \$5,025,728 in General Fund for FY23.
- LSU HCSD Operating Budget increased from FY2022 \$72,866,542 to FY2023 \$74,712,240. Market Rate classified increase \$835,739, ORM Premium increase \$549,484, Civil Service increase \$2,077, Office of State Procurement increase \$3,304, and Legislative Auditor Fee decrease (\$11,076) and Supplies increase of \$466,170.

Restricted Operations -

- Central Office expenses are off budget this fiscal year. Therefore, Central Office expenses and revenues are being reported in restricted operations.
- \$81,668,336.72 in lease payment received at end of June 30, 2023.
- \$859,762.53 was received from partners for contracted services performed by HCSD ending June 30, 2023.
- \$150,412 was received in FEMA revenue for period ending June 30, 2023.

cc:

Dr. Wayne Wilbright
Lisa Bruhl
Chad Thompson

Appendix A
Semi-Annual Revenues and Expenditures Executive Summary

Unrestricted Operations		Actual Amount for each semi-annual period in 2022-2023		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	25,996,281	12,765,056	13,231,225	25,996,281
Statutory Dedications	0	0	0	0
Interim Emergency Board	0	0	0	0
Interagency Transfers	18,463,336	9,302,415	9,160,921	18,463,336
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	25,020,263	13,421,304	8,956,142	22,377,445
Federal Funds	5,232,360	3,245,209	1,347,154	4,592,363
Total Revenues	74,712,240	38,733,983	32,695,441	71,429,425
Expenditures by Object:				
Salaries		10,334,037	11,053,027	21,387,064
Other Compensation		558,688	715,600	1,274,288
Related Benefits		4,884,187	5,382,580	10,266,767
Personal Services		15,776,912	17,151,207	32,928,120
Travel		251	1,198	1,450
Operating Services		2,183,681	4,068,891	6,252,572
Supplies		4,690,902	5,323,000	10,013,902
Operating Expenses		6,874,835	9,393,089	16,267,924
Professional Services		1,445,292	2,080,242	3,525,534
Other Charges		6,975	11,451	18,426
Debt Services		0	0	0
Interagency Transfers		8,892,084	9,564,265	18,456,349
Other Charges		10,344,352	11,655,957	22,000,309
General Acquisitions		13,027	54,368	67,395
Library Acquisitions		0	0	0
Major Repairs		0	165,677	165,677
Acquisitions and Major Repairs		13,027	220,046	233,073
Total Expenditures		33,009,126	38,420,300	71,429,425
Expenditures by Function:				
Instruction		0	0	0
Research		0	0	0
Public Service		0	0	0
Academic Support (Includes Library)		0	0	0
Academic Expenditures		0	0	0
Student Services		0	0	0
Institutional Support		0	0	0
Scholarships/Fellowships		0	0	0
Plant Operations/Maintenance		0	0	0
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		0	0	0
Total Expenditures		0	0	0

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	0	0	0
Sales and Services of Educational Activities	0	0	0
Auxiliaries	0	0	0
Endowment Income	0	0	0
Grants and Contracts	0	0	0
Indirect Cost Recovered	0	0	0
Gifts	0	0	0
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	69,994,578	91,194,475	81,673,092
TOTAL	69,994,578	91,194,475	81,673,092

Overview and Analysis of Campus Operations

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Semi -Annual Overview of Restricted Operations

Campus: *LSU Health Care Services Division*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2022-2023						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees		0		0	0		0
Sales & Svcs of Educ. Activ's		0		0	0		0
Auxiliaries (List)							0
1		0		0	0		0
2		0		0	0		0
3		0		0	0		0
4		0		0	0		0
5		0		0	0		0
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income		0		0	0		0
Grants and Contracts							
Federal		0		0	0		0
State and Local		0		0	0		0
Private		0		0	0		0
Indirect Cost Recovered		0		0	0		0
Gifts		0		0	0		0
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	69,994,578	46,743,323	25,543,426	91,194,475	54,111,003	63,632,386	81,673,092
TOTAL	69,994,578	46,743,323	25,543,426	91,194,475	54,111,003	63,632,386	81,673,092

Report on Restricted Operations

*LAK received additional funding in Interagency Transfers in FY23 that will be be reserved in Restricted Operations for project work.

LSU
Deposit and Collateral Report
For the Quarter Ended June 30, 2023

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	\$ 78,379,016		\$ 78,379,016	\$ 187,000,000
Cottonport Bank - LSU Ag Center	3,913,269		\$ 3,913,269	4,334,399
Capital One - LSU-A	10,896,788		\$ 10,896,788	10,646,788
St. Landry Bank - LSU-E	515,675		\$ 515,675	898,829
Campus Federal Credit Union - LSU-S		\$ 100,975	\$ 100,975	250,000
Capital One - LSU-S	37,563,592		\$ 37,563,592	38,054,091
Chase - HSCNO	106,826,284	18,600	\$ 106,844,884	150,000,000
Total	\$ 238,094,623	\$ 119,575	\$ 238,214,198	\$ 391,184,107
LSU Health Shreveport				
JPMC-Shreveport	\$ 74,535,699		\$ 74,535,699	\$ 122,942,869
JPMC-Shreveport Endowment Fds	3,868,729		3,868,729	
Total	\$ 78,404,428	\$ -	\$ 78,404,428	\$ 122,942,869
LSU Health Care Services Division				
JP Morgan Chase (HCSD)	\$ 88,514,138		\$ 88,514,138	\$ 105,250,000
Capital One (MCLNO Trust Fund)	5,572,032		\$ 5,572,032	5,678,472
Total	\$ 94,086,170	\$ -	\$ 94,086,170	\$ 110,928,472
Total Requiring Collateral	\$ 410,585,221	\$ 119,575	\$ 410,704,796	\$ 625,055,448
Deposits In Trust or Federal Obligations Not Requiring Collateral				
Federated Money Markets	\$ 9,254,901		\$ 9,254,901	
Federated Funds-Treas. Oblig. (2)			\$ -	
Total	\$ 9,254,901	\$ -	\$ 9,254,901	
Total Deposits	\$ 419,840,122	\$ 119,575	\$ 419,959,697	

- (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 June 30, 2023

Fund Description	As of 7/1/2022		As of 9/30/2022		As of 12/31/2022		As of 3/31/2023		As of 06/30/2023	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	
Current Funds										
Cash/Sweeps	\$336,382,124	\$519,098,560	\$519,098,560	\$417,474,498	\$417,474,498	\$511,963,141	\$511,963,141	\$401,144,460	\$401,144,460	
Money Market Accounts/Repos	\$5,093	\$310,194	\$310,194	\$4,672,315	\$4,672,315	\$1,058,504	\$1,058,504	\$2,472,544	\$2,472,544	
Certificates of Deposit	\$100,537	\$100,553	\$100,553	\$100,683	\$100,683	\$100,705	\$100,705	\$100,975	\$100,975	
Treasury Notes	\$61,177,567	\$61,534,064	\$66,633,516	\$61,322,656	\$56,790,957	\$64,605,553	\$61,074,042	\$64,511,328	\$60,289,099	
CMO's	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Agency Securities	\$118,395,330	\$137,284,211	\$113,232,660	\$137,261,606	\$113,015,868	\$137,238,730	\$116,354,079	\$137,216,289	\$115,056,924	
Mortgaged Backed Securities	\$5,914,917	\$4,186,683	\$3,548,453	\$4,134,113	\$3,549,025	\$3,944,382	\$3,423,254	\$3,727,316	\$3,182,656	
Equity Securities	\$96,131	\$0	\$93,054	\$0	\$110,798	\$0	\$88,706	\$0	\$86,547	
Municipal Bonds	\$190,000,422	\$209,330,275	\$166,244,409	\$208,720,216	\$165,505,330	\$208,646,473	\$172,266,963	\$208,522,701	\$169,963,432	
Corporate Bonds	\$272,946,585	\$320,257,594	\$270,986,235	\$320,105,823	\$276,297,157	\$316,427,536	\$278,544,424	\$316,473,852	\$274,503,773	
Total	\$985,018,706	\$1,252,102,134	\$1,130,247,634	\$1,153,791,910	\$1,037,516,631	\$1,243,985,024	\$1,144,873,818	\$1,134,169,465	\$1,026,800,410	
Endowment Funds										
Cash/Sweeps	\$621,923	\$646,794	\$646,794	\$1,708,322	\$1,708,322	\$1,305,392	\$1,305,392	\$3,868,729	\$3,868,729	
Money Market Accounts/Repos	\$0	\$170,676	\$170,676	\$701,547	\$701,547	\$876,744	\$876,744	\$1,064,161	\$1,064,161	
Certificates of Deposit	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	
Agency Securities	\$2,147,143	\$2,481,905	\$2,004,391	\$2,481,905	\$1,974,595	\$2,481,905	\$2,037,035	\$2,481,905	\$2,028,457	
Mortgaged Backed Securities	\$1,029,208	\$1,027,911	\$975,030	\$1,022,757	\$970,479	\$1,003,370	\$966,000	\$998,214	\$948,575	
Equity Securities	\$8,436,131	\$4,420,020	\$8,023,843	\$4,420,020	\$8,434,925	\$4,420,020	\$8,969,084	\$4,420,020	\$9,517,525	
Mutual Funds	\$71,415,783	\$72,346,444	\$68,713,400	\$73,568,832	\$72,975,733	\$75,233,968	\$77,079,322	\$73,848,322	\$75,797,920	
Municipal Bonds	\$3,288,563	\$4,021,711	\$3,072,396	\$4,008,609	\$3,038,315	\$4,008,609	\$3,209,091	\$4,008,609	\$3,133,144	
Corporate Bonds	\$8,412,361	\$9,334,402	\$8,006,193	\$9,334,402	\$8,186,210	\$9,334,402	\$8,283,321	\$9,334,402	\$8,176,112	
Total	\$95,369,712	\$94,468,463	\$91,631,323	\$97,264,994	\$98,008,726	\$98,683,010	\$102,744,589	\$100,042,963	\$104,553,223	
Other Funds										
Cash/Sweeps	\$4,878,245	\$5,101,146	\$5,101,146	\$5,128,784	\$5,128,784	\$5,544,803	\$5,544,803	\$5,572,032	\$5,572,032	
Money Market Accounts/Repos	\$32,058,459	\$9,343,384	\$9,343,384	\$14,726,928	\$14,726,928	\$9,476,484	\$9,476,484	\$33,663,740	\$33,663,740	
Equity Securities	\$424,774	\$0	\$433,058	\$0	\$478,702	\$0	\$543,914	\$0	\$531,960	
Total	\$37,361,478	\$14,444,530	\$14,877,588	\$19,855,712	\$20,334,414	\$15,021,287	\$15,565,201	\$39,235,772	\$39,767,732	
Grand Total	\$1,117,749,896	\$1,361,015,127	\$1,236,756,545	\$1,270,912,616	\$1,155,859,771	\$1,357,689,321	\$1,263,183,608	\$1,273,448,199	\$1,171,121,365	
Deposits in Financial Institutions										
Total Cash/Sweeps/MMA/Repos	\$373,945,844	\$534,670,754	\$534,670,754	\$444,412,394	\$444,412,394	\$530,225,068	\$530,225,068	\$447,785,666	\$447,785,666	
Total Certificates of Deposit	\$119,137	\$119,153	\$119,153	\$119,283	\$119,283	\$119,305	\$119,305	\$119,575	\$119,575	
Total Deposits	\$374,064,981	\$534,789,907	\$534,789,907	\$444,531,677	\$444,531,677	\$530,344,373	\$530,344,373	\$447,905,241	\$447,905,241	
Other Investments										
Treasury Notes	\$61,177,567	\$61,534,064	\$66,633,516	\$61,322,656	\$56,790,957	\$64,605,553	\$61,074,042	\$64,511,328	\$60,289,099	
CMO's	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Agency Securities	\$120,542,473	\$139,766,116	\$115,237,051	\$139,743,511	\$114,990,463	\$139,720,635	\$118,391,114	\$139,698,194	\$117,085,381	
Mortgaged Backed Securities	\$6,944,125	\$5,214,594	\$4,523,483	\$5,156,870	\$4,519,504	\$4,947,752	\$4,389,254	\$4,725,530	\$4,131,231	
Equity Securities	\$8,957,036	\$4,420,020	\$8,549,955	\$4,420,020	\$9,024,425	\$4,420,020	\$9,601,704	\$4,420,020	\$10,136,032	
Mutual Funds	\$71,415,783	\$72,346,444	\$68,713,400	\$73,568,832	\$72,975,733	\$75,233,968	\$77,079,322	\$73,848,322	\$75,797,920	
Municipal Bonds	\$193,288,985	\$213,351,986	\$169,316,805	\$212,728,825	\$168,543,645	\$212,655,082	\$175,476,054	\$212,531,310	\$173,096,576	
Corporate Bonds	\$281,358,946	\$329,591,996	\$278,992,428	\$329,440,225	\$284,483,367	\$325,761,938	\$286,827,745	\$325,808,254	\$282,679,885	
Total Other	\$743,684,915	\$826,225,220	\$701,966,638	\$826,380,939	\$711,328,094	\$827,344,948	\$732,839,235	\$825,542,958	\$723,216,124	
Grand Total	\$1,117,749,896	\$1,361,015,127	\$1,236,756,545	\$1,270,912,616	\$1,155,859,771	\$1,357,689,321	\$1,263,183,608	\$1,273,448,199	\$1,171,121,365	
LSU Paid Campuses										
Current Funds										
Cash/Sweeps	\$188,159,751	\$349,883,428	\$349,883,428	\$234,682,517	\$234,682,517	\$325,498,459	\$325,498,459	\$238,094,623	\$238,094,623	
Money Market Accounts/Repos	\$5,093	\$310,194	\$310,194	\$4,672,315	\$4,672,315	\$1,058,504	\$1,058,504	\$2,472,544	\$2,472,544	
Certificates of Deposit	\$100,537	\$100,553	\$100,553	\$100,683	\$100,683	\$100,705	\$100,705	\$100,975	\$100,975	
Treasury Notes	\$11,914,062	\$9,920,313	\$8,582,422	\$9,920,313	\$8,675,391	\$9,920,313	\$8,880,859	\$9,920,313	\$8,714,844	
CMO's	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Agency Securities	\$109,397,025	\$127,557,347	\$104,664,739	\$127,557,347	\$104,405,291	\$127,557,347	\$107,564,845	\$127,557,347	\$106,383,465	
Mortgaged Backed Securities	\$5,903,653	\$4,174,748	\$3,537,414	\$4,122,349	\$3,538,271	\$3,932,781	\$3,412,628	\$3,715,877	\$3,172,212	
Equity Securities	\$96,131	\$0	\$93,054	\$0	\$110,798	\$0	\$88,706	\$0	\$86,547	
Municipal Bonds	\$172,021,285	\$191,101,175	\$150,438,374	\$190,595,575	\$149,680,896	\$190,595,575	\$156,138,701	\$190,595,575	\$154,080,067	
Corporate Bonds	\$232,883,367	\$278,328,509	\$232,011,398	\$278,328,509	\$237,192,783	\$278,253,801	\$242,576,564	\$278,374,529	\$238,861,720	
Total	\$720,480,904	\$961,376,267	\$849,621,576	\$849,979,608	\$743,058,945	\$936,917,485	\$845,319,971	\$850,831,783	\$751,966,997	
Endowment Funds										
Money Market Accounts/Repos	\$0	\$170,676	\$170,676	\$701,547	\$701,547	\$876,744	\$876,744	\$1,064,161	\$1,064,161	
Certificates of Deposit	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	
Agency Securities	\$2,147,143	\$2,481,905	\$2,004,391	\$2,481,905	\$1,974,595	\$2,481,905	\$2,037,035	\$2,481,905	\$2,028,457	
Mortgaged Backed Securities	\$1,029,208	\$1,027,911	\$975,030	\$1,022,757	\$970,479	\$1,003,370	\$966,000	\$998,214	\$948,575	
Equity Securities	\$8,415,888	\$4,412,370	\$8,005,602	\$4,412,370	\$8,414,891	\$4,412,370	\$8,949,885	\$4,412,370	\$9,499,759	
Municipal Bonds	\$3,288,563	\$4,021,711	\$3,072,396	\$4,008,609	\$3,038,315	\$4,008,609	\$3,209,091	\$4,008,609	\$3,133,144	
Corporate Bonds	\$8,412,361	\$9,334,402	\$8,006,193	\$9,334,402	\$8,186,210	\$9,334,402	\$8,283,321	\$9,334,402	\$8,176,112	
Total	\$23,311,763	\$21,467,575	\$22,252,888	\$21,980,190	\$23,304,637	\$22,136,000	\$24,340,676	\$22,318,262	\$24,868,808	
Other Funds										
Money Market Accounts/Repos	\$23,130,023	\$366,654	\$366,654	\$5,674,758	\$5,674,758	\$327,507	\$327,507	\$24,408,839	\$24,408,839	
Total	\$23,130,023	\$366,654	\$366,654	\$5,674,758	\$5,674,758	\$327,507	\$327,507	\$24,408,839	\$24,408,839	
Grand Total	\$766,922,690	\$983,210,496	\$872,241,118	\$877,634,556	\$772,038,340	\$959,380,992	\$869,988,154	\$897,558,883	\$801,244,644	

LSU
Investment Summary
For the Quarter Ended June 30, 2023

Fund Description	As of 7/1/2022	As of 9/30/2022		As of 12/31/2022		As of 3/31/2023		As of 06/30/2023	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value
LSU Health Shreveport									
Current Funds									
Cash/Sweeps S.	\$72,856,697	\$91,310,114	\$91,310,114	\$79,678,289	\$79,678,289	\$91,457,981	\$91,457,981	\$74,535,699	\$74,535,699
Cash/Sweeps	\$72,856,697	\$91,310,114	\$91,310,114	\$79,678,289	\$79,678,289	\$91,457,981	\$91,457,981	\$74,535,699	\$74,535,699
Treasury Notes	\$49,263,505	\$51,613,751	\$48,051,094	\$51,402,343	\$48,115,566	\$54,685,240	\$52,193,183	\$54,591,015	\$51,574,255
Agency Securities	\$8,998,305	\$9,726,864	\$8,567,921	\$9,704,259	\$8,610,577	\$9,681,383	\$8,789,234	\$9,658,942	\$8,673,459
Mortgaged Backed Securities	\$11,264	\$11,935	\$11,039	\$11,764	\$10,754	\$11,601	\$10,626	\$11,439	\$10,444
Municipal Bonds	\$17,979,137	\$18,229,100	\$15,806,035	\$18,124,641	\$15,824,434	\$18,050,898	\$16,128,262	\$17,927,126	\$15,883,365
Corporate Bonds	\$40,063,218	\$41,929,085	\$38,974,837	\$41,777,314	\$39,104,374	\$38,173,735	\$35,967,860	\$38,099,323	\$35,642,053
Total	\$189,172,126	\$212,820,849	\$202,721,040	\$200,698,610	\$191,343,994	\$212,060,838	\$204,547,146	\$194,823,544	\$186,319,275
Endowment Funds									
Cash/Sweeps	\$621,923	\$646,794	\$646,794	\$1,708,322	\$1,708,322	\$1,305,392	\$1,305,392	\$3,868,729	\$3,868,729
Equity Securities	\$20,243	\$7,650	\$18,241	\$7,650	\$20,034	\$7,650	\$19,199	\$7,650	\$17,766
Mutual Funds	\$71,415,783	\$72,346,444	\$68,713,400	\$73,568,832	\$72,975,733	\$75,233,968	\$77,079,322	\$73,848,322	\$75,797,920
Total	\$72,057,949	\$73,000,888	\$69,378,435	\$75,284,804	\$74,704,089	\$76,547,010	\$78,403,913	\$77,724,701	\$79,684,415
Grand Total	\$261,230,075	\$285,821,737	\$272,099,475	\$275,983,414	\$266,048,083	\$288,607,848	\$282,951,059	\$272,548,245	\$266,003,690
LSU HCSD									
Current Funds									
Cash/Sweeps	\$75,365,676	\$77,905,018	\$77,905,018	\$103,113,692	\$103,113,692	\$95,006,701	\$95,006,701	\$88,514,138	\$88,514,138
Total	\$75,365,676	\$77,905,018	\$77,905,018	\$103,113,692	\$103,113,692	\$95,006,701	\$95,006,701	\$88,514,138	\$88,514,138
Other Funds									
Cash/Sweeps	\$4,878,245	\$5,101,146	\$5,101,146	\$5,128,784	\$5,128,784	\$5,544,803	\$5,544,803	\$5,572,032	\$5,572,032
Money Market Accounts/Repos	\$8,928,436	\$8,976,730	\$8,976,730	\$9,052,170	\$9,052,170	\$9,148,977	\$9,148,977	\$9,254,901	\$9,254,901
Equity Securities	\$424,774	\$433,058	\$433,058	\$478,702	\$478,702	\$543,914	\$543,914	\$531,960	\$531,960
Total	\$14,231,455	\$14,077,876	\$14,510,934	\$14,180,954	\$14,659,656	\$14,693,780	\$15,237,694	\$14,826,933	\$15,358,893
Grand Total	\$89,597,131	\$91,982,894	\$92,415,952	\$117,294,646	\$117,773,348	\$109,700,481	\$110,244,395	\$103,341,071	\$103,873,031
System Total	\$1,117,749,896	\$1,361,015,127	\$1,236,756,545	\$1,270,912,616	\$1,155,859,771	\$1,357,689,321	\$1,263,183,608	\$1,273,448,199	\$1,171,121,365

* Negative balance in the cash/Sweeps section of the current funds does not represent an actual negative bank balance, rather it represents a timing difference of the allocation of the current funds.

** Small endowment funds at LSUS were moved to the LSUS Foundation to accommodate Workday.

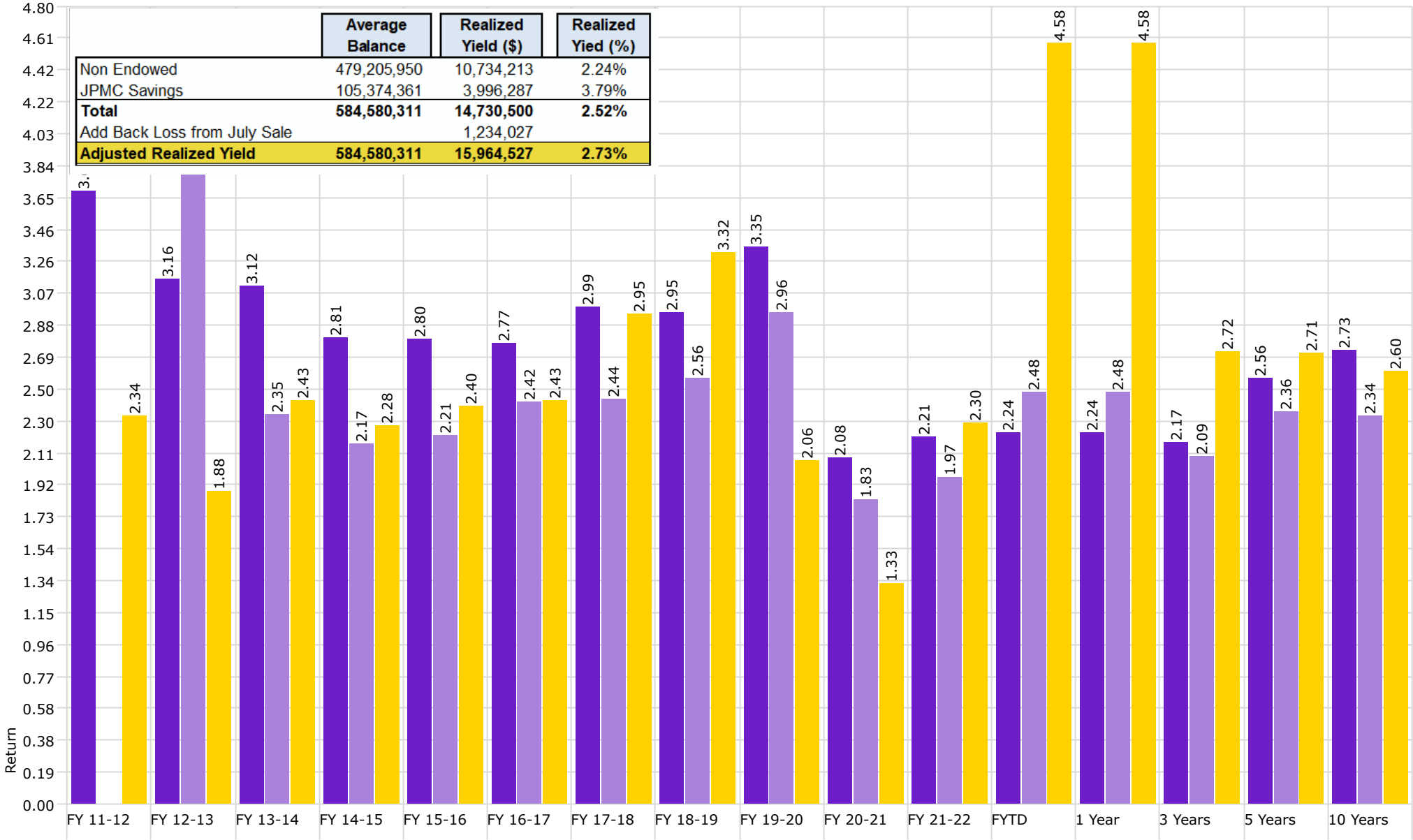
*** LSU Paid Campuses include the following: LSU, LSU Ag Center, LSUA, LSUE, LSUS, LSU Health New Orleans, and the LSU Pennington Biomedical Research Center.

Disclaimer: Pursuant to PM-9, corporate bonds/notes only available for investment beginning 7-1-2011.
Louisiana law provides for restrictions on maturity and allocation and may effect benchmark comparisons.



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

As of 6/30/2023



■ Non Endowed

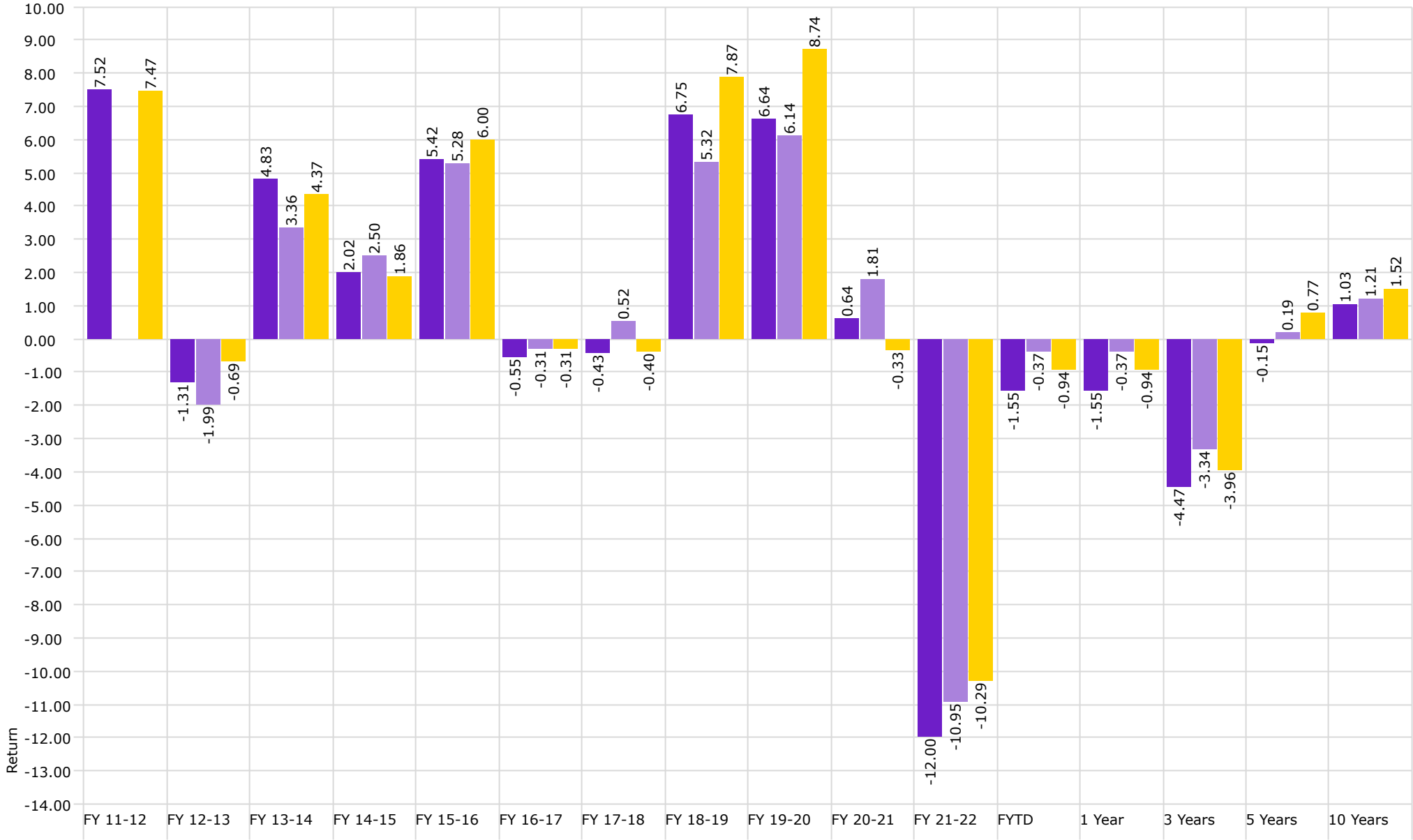
■ Health Plan

■ Barclays Aggregate Bond Index



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

As of 6/30/2023



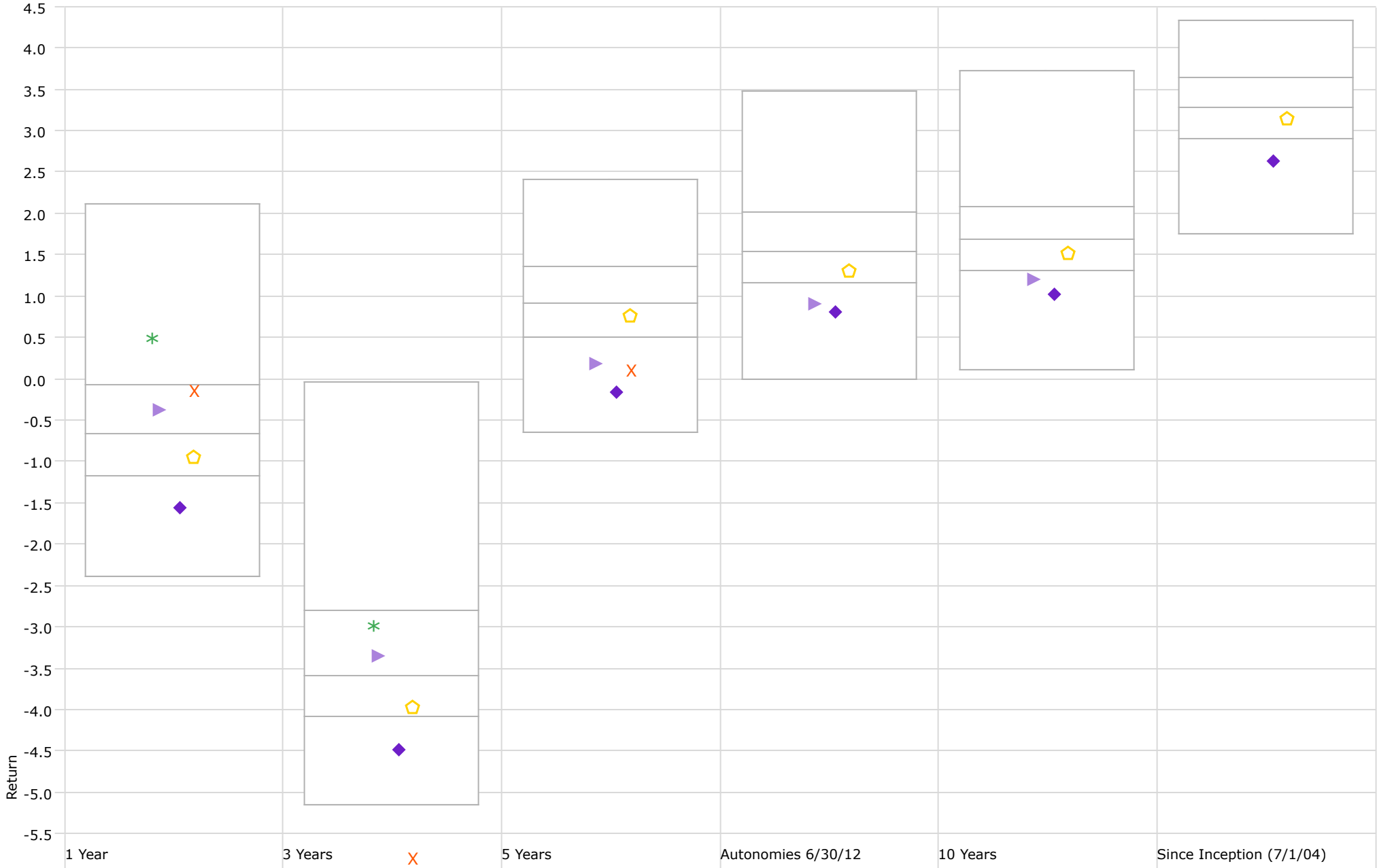
■ Non Endowed

■ Health Plan

■ Barclays Aggregate Bond Index

Performance Relative to Peer Group

Peer Group (5-95%): All Managed Investments - U.S. - Intermediate Core Bond

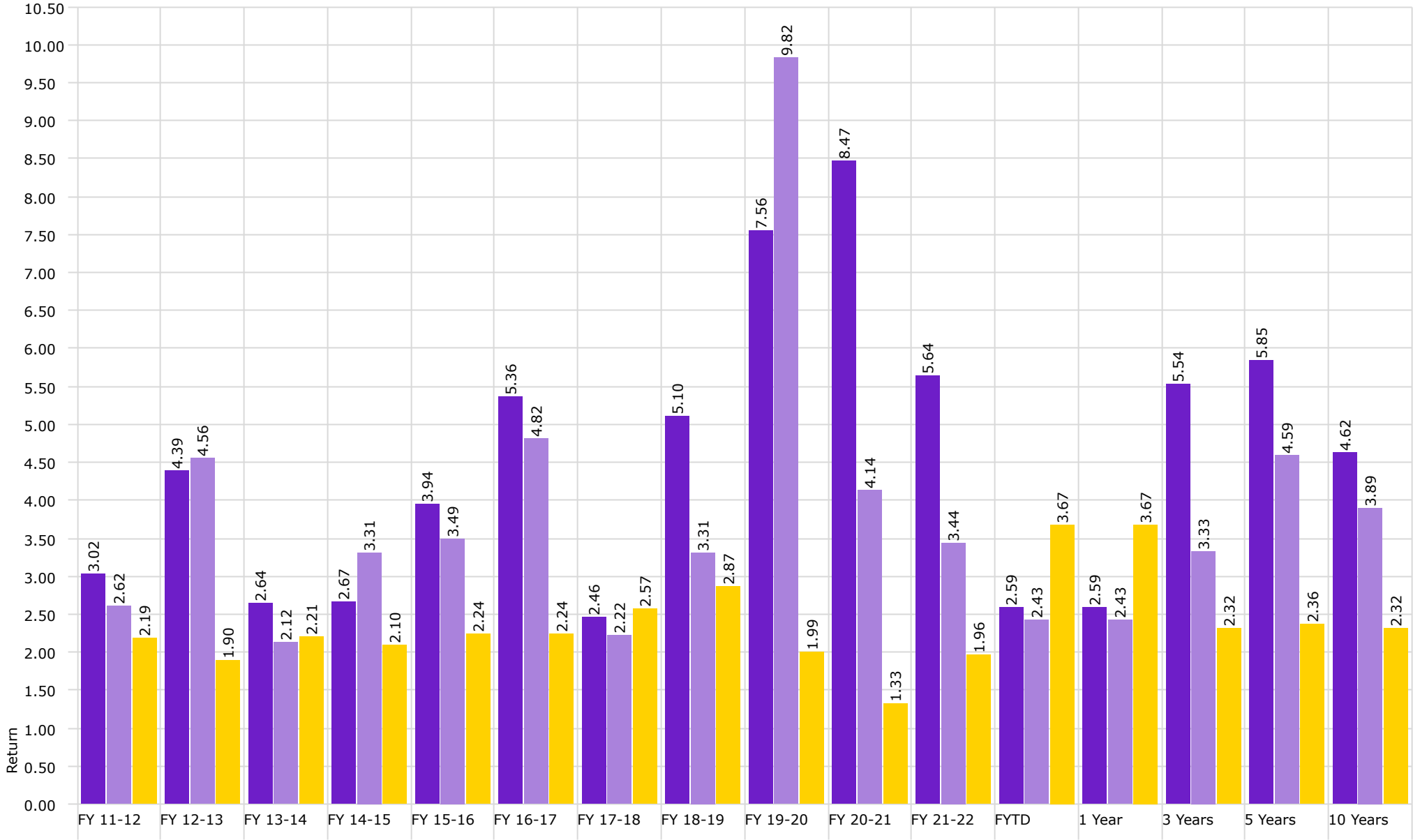


◆ Non Ended * Non Ended + JPMC Savings ▲ Health Plan X Modified Barclays Agg Bond Index ⬠ Barclays Aggregate Bond Index



Investment Management Program Endowed Accounts **Realized Yield**

As of 6/30/2023



Endowment

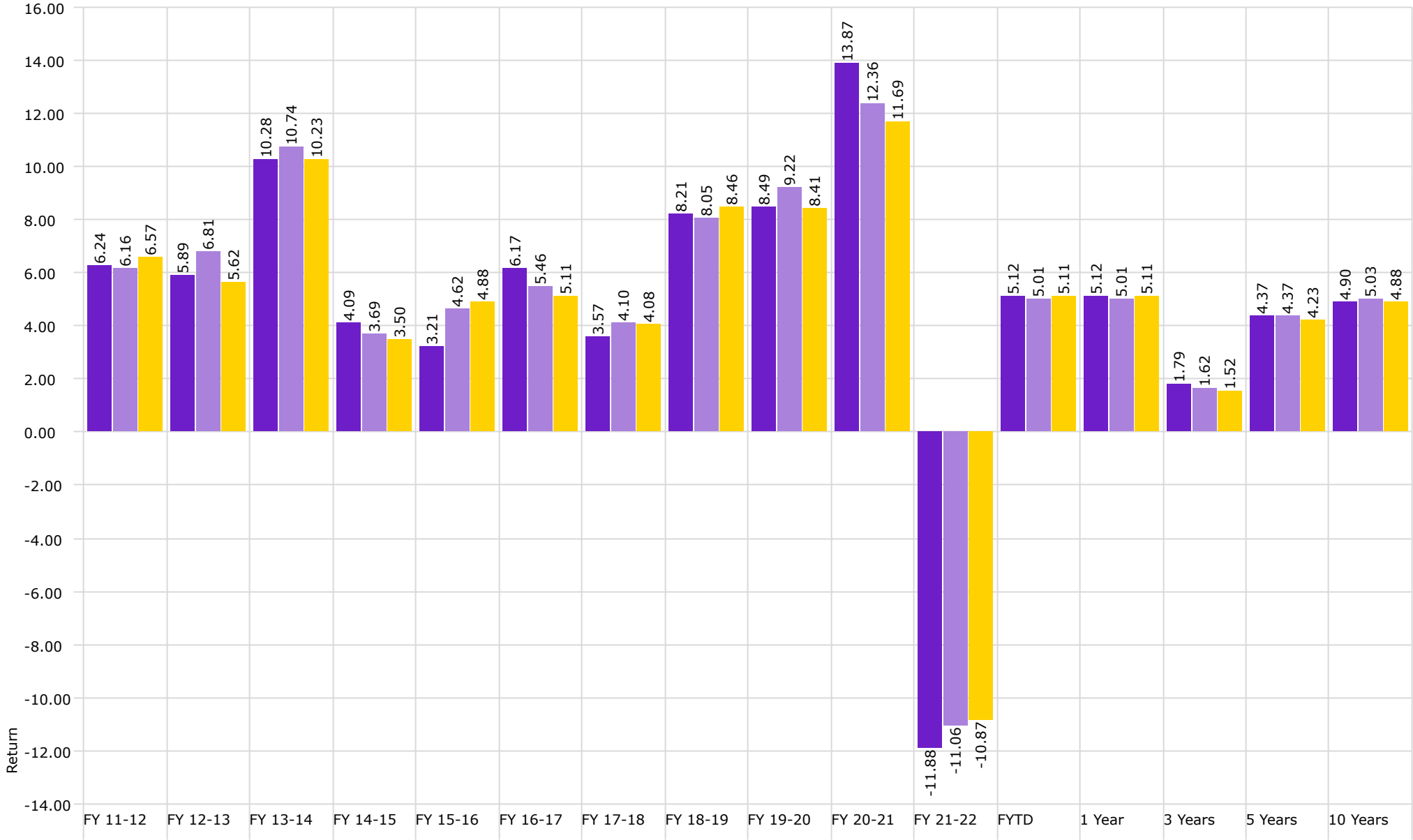
Osher

Endowed Realized Yield



Investment Management Program Endowed Accounts **Total Return**

As of 6/30/2023



Endowment

Osher

Endowed Benchmark

Louisiana State University



**Semi-Annual Financial Report
For Six-Month Period Ending June 30, 2023**

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CAMPUS CORRESPONDENCE

Date: August 9, 2023

To: William F. Tate IV
LSU President

From: Finance and Administration

Subject: Semi-Annual FY 2023 Financial Report

President Tate,

LSU has completed the 2022-2023 fiscal year within its authorized budget authority. This was the result of the dedication of LSU employees from the vice presidents, deans, and heads of budgetary units to departmental personnel, and individual faculty and staff.

Due to the required submission date of the quarterly report, it should be noted that actual expenditure and revenue data presented in this report are preliminary. The data will be finalized once closing financial transactions are complete and the consolidated financial statements are audited by the Legislative Auditors.

Please let me know if we can provide any additional information about this report.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kimberly J. Lewis", is written over a blue circular stamp.

Kimberly J. Lewis
Executive Vice President of Finance and Administration
and Chief Administrative Officer

Unrestricted Operations		Actual Amount for each semi-annual period in 2022-2023		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	135,744,107	79,184,063	56,560,044	135,744,107
Statutory Dedications	10,297,169	4,448,407	5,848,762	10,297,169
Interim Emergency Board	0	0	0	0
Interagency Transfers	8,485,184	4,087,344	4,369,986	8,457,330
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	528,425,309	431,349,672	74,876,698	506,226,370
Federal Funds	0	0	0	0
Total Revenues	682,951,769	519,069,486	141,655,490	660,724,976
Expenditures by Object:				
Salaries		138,976,126	147,832,877	286,809,003
Other Compensation		15,293,309	15,662,081	30,955,390
Related Benefits		54,710,023	61,773,928	116,483,950
Personal Services		208,979,458	225,268,885	434,248,343
Travel		1,040,599	2,627,186	3,667,786
Operating Services		26,755,889	17,797,593	44,553,482
Supplies		11,771,268	17,932,393	29,703,661
Operating Expenses		39,567,757	38,357,172	77,924,928
Professional Services		3,729,672	5,051,575	8,781,247
Other Charges		93,211,505	39,709,802	132,921,307
Debt Services		0	0	0
Interagency Transfers		1,049,952	0	1,049,952
Other Charges		97,991,129	44,761,377	142,752,506
General Acquisitions		2,221,330	3,324,494	5,545,823
Library Acquisitions		164,808	88,566	253,374
Major Repairs		0	0	0
Acquisitions and Major Repairs		2,386,138	3,413,060	5,799,198
Total Expenditures		348,924,482	311,800,494	660,724,976
Expenditures by Function:				
Instruction		103,893,233	117,580,873	221,474,106
Research		31,135,356	36,924,422	68,059,778
Public Service		2,200,618	3,593,373	5,793,991
Academic Support (Includes Library)		40,649,360	44,224,001	84,873,361
Academic Expenditures		177,878,567	202,322,669	380,201,235
Student Services		9,550,819	10,229,916	19,780,735
Institutional Support		24,233,258	26,521,008	50,754,267
Scholarships/Fellowships		93,045,529	40,168,948	133,214,477
Plant Operations/Maintenance		43,157,648	36,156,044	79,313,691
Hospital		0	0	0
Transfers out of agency		1,058,662	(3,598,091)	(2,539,429)
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		171,045,915	109,477,825	280,523,740
Total Expenditures		348,924,482	311,800,494	660,724,976

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	34,339,448	54,387,667	38,261,668
Sales and Services of Educational Activities	11,015,859	9,663,243	12,222,859
Auxiliaries	976,315	46,267,894	408,581
Endowment Income	18,568,254	18,070,611	18,607,965
Grants and Contracts	2,227,741	18,395,692	8,425,009
Indirect Cost Recovered	45,752,767	52,588,421	21,234,541
Gifts	5,323,781	4,413,592	5,124,839
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	56,162,594	51,611,277	90,760,071
TOTAL	174,366,760	255,398,397	195,045,532

Overview and Analysis of Campus Operations

Revenues:

A budget amendment increasing Interagency Transfers by \$720,221 (Lab School Minimum Foundation Program funding) was processed per HB 560. Also included in HB 560 were increases in Statutory Dedications of \$1,210,700. These increases include \$26,659 for the Lab School's Education Excellence Fund, and \$1,184,041 for the SELF Fund.

Expenditures:

The negative expenditure in the Transfer function is the Athletic Department transfer. This transfer is reflected as a negative expenditure due to the original source of the revenues being recorded in the Athletic Department and so not to "double count" the revenue as prescribed by Governmental Accounting Standards Board (GASB).

Semi -Annual Overview of Restricted Operations

Campus: **Louisiana State University A&M**

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2022-2023						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations	0	0	0	0	0	0	0
Restricted Fees	34,339,448	42,750,653	22,702,434	54,387,667	22,079,474	38,205,473	38,261,668
Sales & Svcs of Educ. Activ's	11,015,859	12,338,974	13,691,591	9,663,243	13,527,856	10,968,241	12,222,859
Auxiliaries (List)							0
1 - Athletic Department	(31,756,508)	94,745,918	91,394,258	(28,404,848)	88,663,797	95,861,659	(35,602,710)
2 - Golf Course	459,950	236,867	341,030	355,786	309,969	400,736	265,019
3 - Residential Life	(1,082,104)	63,300,749	34,313,621	27,905,023	14,649,531	41,269,002	1,285,552
4 - Lab School Cafeteria	313,645	262,824	286,753	289,717	273,871	355,223	208,365
5 - Copier Mgmt & Mailing Services	9,624,954	721,169	438,245	9,907,877	1,047,827	429,300	10,526,404
6 - University Stores	503,139	2,850,775	2,671,120	682,794	3,309,905	3,219,762	772,937
7 - Parking, Traffic & Transportation	2,272,342	9,401,963	5,695,963	5,978,343	3,972,108	8,710,486	1,239,965
8 - Student Health	2,683,207	10,052,762	7,173,246	5,562,723	2,612,169	5,827,419	2,347,474
9 - Student Media	1,050,601	966,910	490,017	1,527,494	260,310	631,526	1,156,278
10 - Auxiliary Services	7,632,706	1,876,970	831,314	8,678,362	2,432,316	1,815,935	9,294,742
11 - Union	9,274,385	7,546,062	3,035,824	13,784,622	2,381,195	7,251,262	8,914,555
12		0	0	0	0		0
13		0	0	0	0		0
14		0	0	0	0		0
15		0	0	0	0		0
Endowment Income	18,568,254	1,534,671	2,032,314	18,070,611	2,595,353	2,058,000	18,607,965
Grants and Contracts							
Federal	(1,138,664)	73,362,790	71,397,679	826,448	88,944,095	89,997,362	(226,819)
State and Local	1,005,330	23,610,284	18,215,435	6,400,179	21,282,726	24,395,668	3,287,237
Private	2,361,075	18,866,054	10,058,064	11,169,065	5,162,695	10,967,169	5,364,591
Indirect Cost Recovered	45,752,767	5,239,212	(1,596,443)	52,588,421	23,589,314	54,943,194	21,234,541
Gifts	5,323,781	12,536,980	13,447,170	4,413,592	15,565,756	14,854,509	5,124,839
Federal Funds		0	0	0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0	0	0	0		0
Physician Practice Plans		0	0	0	0		0
Medicare		0	0	0	0		0
Medicaid		0	0	0	0		0
Uncompensated Care Costs		0	0	0	0		0
Sponsored Grants and Contracts		0	0	0	0		0
Sales and Services Other		0	0	0	0		0
All Other Sources	56,162,594	2,036,269	6,587,586	51,611,277	13,348,287	(25,800,507)	90,760,071
TOTAL	174,366,760	384,238,857	303,207,220	255,398,397	326,008,554	386,361,419	195,045,532

Report on Restricted Operations

Auxiliaries: The negative fund balance for Athletics is due to the impact of COVID-19 restrictions on sporting events in FY21.

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

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

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



Office of the Vice President for Agriculture

Date: August 11, 2023

To: William Tate IV, President LSU System
Louisiana State University

From: Matthew R. Lee, Vice President for Agriculture
LSU Agricultural Center

Subject: FY 2022-2023 4th Quarter Budget Report

The AgCenter appropriation for FY23 provided an increase of \$4.4 million in State General Fund over the FY22 operating budget (excluding supplemental appropriations). The increased support in operational funds for FY23 was utilized for continuation of existing research, extension, and teaching programs, merit increases, and offset of approximately \$350,000 in increased operational costs (retirement, insurance, and other associated required costs). The appropriation allowed for the advertisement and filling of 15 priority extension positions across the state. These positions will support agricultural producers with specialists in crawfish, poultry, and fruit and nut production. Additionally, positions in community development programming, nutrition education, and 4-H were prioritized. An additional \$50,000 was appropriated in the 2022 Regular Legislative Session Supplemental Bill (Act 170) for research on control and eradication of feral hogs.

The AgCenter is tremendously appreciative for the support of the Governor, the Commissioner of Administration, and the Legislature. This financial support is invaluable for providing the community extension programs and long-term agricultural research at the core of the AgCenter's mission.

Over the last few years, the AgCenter has made significant changes in the way programs are developed and delivered. The statewide staffing program for agricultural agents was moved from a parish-based model to a broader commodity-based system to meet clientele demands within existing resources. During FY23, the positions of Director for the experiment station and cooperative extension service were reestablished to enhance the opportunity for programs under their direction. These positions are working together to ensure growth in the cutting-edge research program and concomitant evolution of our extension programming. The latter is partly a science and engineering communication vehicle to disseminate applied knowledge and innovations to stakeholders throughout Louisiana and beyond. Throughout all functions, attention is being given to meet stakeholder needs, recruit students in agricultural disciplines for 4-H programs and for the College of Agriculture, expand rural economic development initiatives and develop expanded opportunities for sustainable agricultural production.

With all of this in mind, the AgCenter had the following priorities for FY23:

- Establish Research Centers of Excellence in priority focal areas.
- Expand application and award of competitive grant opportunities.
- Develop and implement advanced technologies for Precision Agriculture initiatives.
- Expand research and extension faculty to support Louisiana's principal agricultural commodities and emerging areas.
- Provide adequate staff, operating support and infrastructure to support faculty programs.
- Capitalize on major grant-funded nutrition initiatives by maintaining adequate faculty to conduct general nutrition education.
- Prioritize functions within cooperative extension service and experiment station under the direction of Directors for experiment station and extension service.

- Continue to refine the commodity-based staffing plan for agricultural agents and develop supportive training strategies and web-based material.
- Continue work with rural communities in the area of connectivity/broadband.
- Examine 4-H programs to effectively increase the overall program offerings and participation with an expanded use of technology for remote learning opportunities.
- Provide a critical mass of faculty at stations and in academic departments that support teaching programs within the College of Agriculture.

The AgCenter has identified following areas as priority focal areas for research, extension, and teaching programs:

- 1) Soil Health and Water Quality
- 2) Crop Development and Biotechnology
- 3) Invasive Species
- 4) Precision and Digital Agriculture
- 5) Livestock Production and Management
- 6) Wildlife Management
- 7) Nutrition, Health, and Food Safety
- 8) Biofuels and Bioprocessing
- 9) Youth Development (4-H & FFA)

The AgCenter receives the majority of its operational funds through three primary sources:

1. State Appropriations,
2. Federal Capacity Funds, and
3. Local Governments/Council/Police Jury/School Board

The AgCenter's primary source of funding is through the state's appropriation. In addition, a formula-based federal appropriation is received for capacity funds from the Hatch Act, Smith-Lever Act, and McIntire-Stennis Act for research, extension, and forestry research. This source has been stable, although this could change with pressures at the federal level. Support from local governments has also been stable in previous years, but declining revenues collected by local governments statewide are continuing to threaten this stability. Louisiana agricultural producers provide funds through check-off programs that directly support programs and research initiatives. Additionally, the AgCenter receives funds from technology transfer (intellectual property) and oil and gas royalties, which have been utilized to support salaries and programs in both research and extension.

The AgCenter is continuing to invest funds for information technology needs to replace significantly outdated computers, provide software for ADA compliance, improve connectivity at statewide parish offices and research stations, provide training for faculty and staff on new technology that is essential to remaining in contact with stakeholders and update security measures to combat increased risks to institutional information.

Thank you for the opportunity to describe the AgCenter's priorities and needs and for the ongoing support provided for our programs.

Sincerely,



Matt Lee
 Vice President for Agriculture
 Dean of the College of Agriculture

cc: Lori Parker
 Mike Salassi
 Tara Smith

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

Unrestricted Operations		Actual Amount for each semi-annual period in 2022-2023		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	95,229,404	49,133,819	46,095,585	95,229,404
Statutory Dedications	4,093,104	1,821,767	2,271,337	4,093,104
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	6,807,967	2,550,099	2,635,104	5,185,203
Federal Funds	13,018,275	(1,790,414)	12,795,275	11,004,861
Total Revenues	119,148,750	51,715,270	63,797,301	115,512,571
Expenditures by Object:				
Salaries		25,088,769	27,208,095	52,296,864
Other Compensation		1,552,448	1,463,074	3,015,522
Related Benefits		14,327,233	14,267,584	28,594,817
Personal Services		40,968,450	42,938,753	83,907,203
Travel		628,527	888,824	1,517,351
Operating Services		6,128,059	4,794,849	10,922,909
Supplies		1,776,266	2,641,504	4,417,769
Operating Expenses		8,532,852	8,325,177	16,858,029
Professional Services		292,696	589,536	882,231
Other Charges		241,359	11,143,629	11,384,988
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		534,055	11,733,164	12,267,219
General Acquisitions		0	0	0
Library Acquisitions		0	0	0
Major Repairs		2,335,322	144,798	2,480,120
Acquisitions and Major Repairs		2,335,322	144,798	2,480,120
Total Expenditures		52,370,679	63,141,893	115,512,571
Expenditures by Function:				
Instruction		10,300	(10,300)	0
Research		14,264,049	28,111,182	42,375,231
Public Service		11,857,111	13,935,742	25,792,854
Academic Support (Includes Library)		1,595,095	2,099,028	3,694,123
Academic Expenditures		27,726,555	44,135,653	71,862,208
Student Services		0	0	0
Institutional Support		20,512,315	17,960,255	38,472,570
Scholarships/Fellowships		0	0	0
Plant Operations/Maintenance		2,345,430	2,832,364	5,177,794
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		22,857,746	20,792,618	43,650,364
Total Expenditures		50,584,301	64,928,271	115,512,571

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	0	0	0
Sales and Services of Educational Activities	3,113,150	3,350,439	3,952,197
Auxiliaries	0	0	0
Endowment Income	555,843	123,907	128,298
Grants and Contracts	5,720,367	8,867,904	7,073,827
Indirect Cost Recovered	2,986,715	1,680,915	3,538,978
Gifts	4,268,050	4,533,538	4,981,983
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	17,374,846	20,294,962	32,939,730
TOTAL	34,018,970	38,851,666	52,615,013

Overview and Analysis of Campus Operations

Semi -Annual Overview of Restricted Operations

Campus: LSU Agricultural Center

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2022-2023						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees		0		0	0		0
Sales & Svcs of Educ. Activ's	3,113,150	1,043,902	806,612	3,350,439	1,145,259	543,501	3,952,197
Auxiliaries (List)							0
1		0		0	0		0
2		0		0	0		0
3		0		0	0		0
4		0		0	0		0
5		0		0	0		0
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income	555,843	(354,930)	77,005	123,907	86,814	82,424	128,298
Grants and Contracts							
Federal	(36,402)	4,172,792	4,067,900	68,490	5,243,419	5,357,014	(45,105)
State and Local	3,973,618	7,777,803	6,447,877	5,303,544	7,110,081	8,018,732	4,394,893
Private	1,783,151	4,678,461	2,965,742	3,495,870	2,296,162	3,067,992	2,724,039
Indirect Cost Recovered	2,986,715	1,481,579	2,787,379	1,680,915	1,858,063	0	3,538,978
Gifts	4,268,050	1,577,456	1,311,968	4,533,538	1,944,862	1,496,417	4,981,983
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	17,374,846	2,113,828	(806,288)	20,294,962	3,658,676	(8,986,092)	32,939,730
TOTAL	34,018,970	22,490,890	17,658,194	38,851,666	23,343,334	9,579,987	52,615,013

Report on Restricted Operations

Semi-Annual Budget Summary Narrative

For the Period Ending June 30, 2023

Revenues

Unrestricted Revenues were received as anticipated. Expenditures were as anticipated. Restricted revenues in the form of gifts, grants and contracts were received at expected levels, although the Federal draw for June 2023 is not conducted until July 2023. All other collections are within expected levels.

The Pennington Biomedical Research Center Stores Auxiliary was able to sustain a positive fund balance at the end of the second half of fiscal year 2023. We continue to closely monitor the Stores to ensure its operations remain viable.

Expenditures

Unrestricted expenditures have tracked within budget. Restricted funds expenditures are within expected parameters. There are no unexpected or material variances in relation to the budget. Overall, expenditure budgets are in line with expected expenditures for FY 2023.



John P. Kirwan, Ph.D.
Executive Director

Unrestricted Operations		Actual Amount for each semi-annual period in 2022-2023		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	31,316,452	18,267,930	13,048,522	31,316,452
Statutory Dedications	103,178	48,051	55,127	103,178
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	845,561	20,359	825,202	845,561
Federal Funds	0	0	0	0
Total Revenues	32,265,191	18,336,340	13,928,851	32,265,191
Expenditures by Object:				
Salaries		7,788,464	9,842,624	17,631,088
Other Compensation		688,972	670,212	1,359,184
Related Benefits		3,012,583	3,837,631	6,850,214
Personal Services		11,490,019	14,350,467	25,840,486
Travel		33,216	88,499	121,715
Operating Services		2,614,523	(468,037)	2,146,486
Supplies		855,605	1,304,242	2,159,847
Operating Expenses		3,503,344	924,704	4,428,048
Professional Services		579,408	1,055,678	1,635,086
Other Charges		9,000	28,443	37,442
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		588,408	1,084,121	1,672,529
General Acquisitions		49,684	274,445	324,129
Library Acquisitions		0	0	0
Major Repairs		0		0
Acquisitions and Major Repairs		49,684	274,445	324,129
Total Expenditures		15,631,455	16,633,736	32,265,191
Expenditures by Function:				
Instruction		0	0	0
Research		3,436,318	4,221,261	7,657,579
Public Service		632,258	1,336,450	1,968,709
Academic Support (Includes Library)		4,444,239	3,659,904	8,104,143
Academic Expenditures		8,512,816	9,217,616	17,730,431
Student Services		0	0	0
Institutional Support		3,251,691	4,686,385	7,938,076
Scholarships/Fellowships		0	0	0
Plant Operations/Maintenance		3,866,592	2,730,091	6,596,684
Hospital		0	0	0
Transfers out of agency		357	(357)	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		7,118,640	7,416,120	14,534,760
Total Expenditures		15,631,455	16,633,736	32,265,191

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	0	0	0
Sales and Services of Educational Activities	426,583	395,127	431,844
Auxiliaries	430	(5,876)	97,215
Endowment Income	0	0	0
Grants and Contracts	1,281,070	2,935,902	2,054,067
Indirect Cost Recovered	3,544,233	2,586,668	2,750,852
Gifts	727,845	972,210	930,496
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	436,441	274,621	769,672
TOTAL	6,416,602	7,158,652	7,034,146

Overview and Analysis of Campus Operations

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Semi -Annual Overview of Restricted Operations

Campus: *Pennington Biomedical Research Center*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2022-2023						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees		0		0	0		0
Sales & Svcs of Educ. Activ's	426,583	177,615	209,071	395,127	291,752	255,034	431,844
Auxiliaries (List)							
Pennington Stores	430	583,410	589,716	(5,876)	978,985	875,893	97,215
2		0		0	0		0
3		0		0	0		0
4		0		0	0		0
5		0		0	0		0
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income		0		0	0		0
Grants and Contracts							
Federal	47,834	9,730,028	9,548,233	229,629	14,622,970	14,864,212	(11,613)
State and Local	122,255	478,040	530,489	69,805	557,117	533,635	93,288
Private	1,110,981	5,649,844	4,124,358	2,636,468	5,176,040	5,840,116	1,972,392
Indirect Cost Recovered	3,544,233	3,414,626	4,372,191	2,586,668	4,346,124	4,181,940	2,750,852
Gifts	727,845	930,807	686,442	972,210	1,156,557	1,198,271	930,496
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	436,441	0	161,820	274,621	752,948	257,898	769,672
TOTAL	6,416,602	20,964,370	20,222,320	7,158,652	27,882,493	28,006,999	7,034,146

Report on Restricted Operations

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Louisiana State University of Alexandria
Semi-Annual Financial Report Narrative

Overview and Analysis of Campus Operations:

FY23 ended as anticipated. Year-end balance projections set in January were once again on target. With enrollment up in all semesters, revenue greatly exceeded projections. LSUA's Budget Authority had to again be increased in order to book received revenue. This allowed for several positions to be filled mid-year and several other needed positions to be created. Funds were also allocated to facility related and deferred maintenance items. Outside of addressing key needs, the additional unallocated revenue was not pushed back into department budgets. This allowed for expenditures to be covered in many restricted and auxiliary accounts with negative balances.

The university also continued with priorities that were set at the beginning of the year in enrollment and retention efforts. Again, this past year, several internal structural and leadership changes were made to better align staffing and resources and to position the institution for additional enrollment growth - both on-campus and online. The continued effort in these areas has resulted in continued increases in enrollment. Fall 2023 is once again expected to see an overall increase. Current projections show a 12+ percentage increase.

From solely a financial standpoint, fiscal year 2023 was the best year in well over 12 years; however, "best" is relative. This marks the third year in a row with such notation. While much progress was made, much more is needed before the university can be considered in good shape financially. Of note, salary equity and compression adjustments was made possible by the financial growth LSUA has experienced. On average, salary adjustments in terms of equity, inversion and compression were made at 5.9%

Highlights include:

- Total Net Position ended at over \$74M. Up almost \$3 Million from FY22.
- Online revenue reached over \$12 million, an increase of 25% over last year. As higher education shifts to online for many demographics, LSUA has been able to capitalize on this increased enrollment and revenue to sustain and expand on-campus operations.

Report on Restricted Operations:

FY23 was a good year for restricted and auxiliary balances. Aux ended the year up 1,688,742.60 to a total of \$5,082,647.11. Restricted ended the year down by -\$167,235.03 to \$5,144,921.90. With these balances again healthy, FY24 will focus on spending all current revenue while maintaining health balances where applicable.

Of note:

- Athletics, which was near (\$1.2M) just two short years ago, ended the year at (50,874). This is a significant improvement and allows for better spending/management in future years. This area has been a focus since FY2019, and the results are evident.
- Children's Center ended with a balance of \$563,249. Much work has been put into this area and the results are significant. FY24 will focus on facility expansion and improvements.

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

Unrestricted Operations		Actual Amount for each semi-annual period in 2022-2023		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	7,003,258	4,085,235	2,918,023	7,003,258
Statutory Dedications	293,936	136,889	157,047	293,936
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	26,285,025	21,036,050	3,384,523	24,420,573
Federal Funds	0	0	0	0
Total Revenues	33,582,219	25,258,174	6,459,593	31,717,767
Expenditures by Object:				
Salaries		6,520,652	6,568,273	13,088,925
Other Compensation		95,991	110,062	206,053
Related Benefits		3,129,412	3,568,116	6,697,528
Personal Services		9,746,055	10,246,451	19,992,506
Travel		77,038	98,519	175,557
Operating Services		1,823,038	886,434	2,709,472
Supplies		587,598	273,256	860,854
Operating Expenses		2,487,673	1,258,209	3,745,883
Professional Services		1,821,229	3,366,152	5,187,382
Other Charges		1,028,905	1,565,750	2,594,655
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		2,850,134	4,931,903	7,782,037
General Acquisitions		14,892	182,449	197,341
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		14,892	182,449	197,341
Total Expenditures		15,098,755	16,619,012	31,717,767
Expenditures by Function:				
Instruction		6,541,030	8,472,408	15,013,438
Research		0	0	0
Public Service		0	61,264	61,264
Academic Support (Includes Library)		1,415,217	1,453,896	2,869,114
Academic Expenditures		7,956,248	9,987,569	17,943,816
Student Services		1,300,410	1,323,443	2,623,853
Institutional Support		2,478,495	2,366,660	4,845,155
Scholarships/Fellowships		999,608	824,166	1,823,774
Plant Operations/Maintenance		2,342,193	1,509,096	3,851,289
Hospital		0	0	0
Transfers out of agency		0	629,879	629,879
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		7,120,706	6,653,244	13,773,950
Total Expenditures		15,076,954	16,640,813	31,717,767

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	4,482,673	5,383,546	4,407,321
Sales and Services of Educational Activities	400,716	446,947	386,941
Auxiliaries	3,393,905	4,467,058	5,082,645
Endowment Income	768,971	766,518	770,987
Grants and Contracts	142,535	488,889	(27,781)
Indirect Cost Recovered	14,369	14,369	14,369
Gifts	150,916	99,079	16,231
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	120,948	125,249	148,851
TOTAL	9,475,033	11,791,655	10,799,564

Overview and Analysis of Campus Operations

FY23 ended as anticipated. Year-end balance projections set in January were once again on target. With enrollment up in all semesters, revenue greatly exceeded projections. LSUA's Budget Authority had to again be increased in order to book received revenue. This allowed for several positions to be filled mid-year and several other needed positions to be created. Funds were also allocated to facility related and deferred maintenance items. Outside of addressing key needs, the additional unallocated revenue was not pushed back into department budgets. This allowed for expenditures to be covered in many restricted and auxiliary accounts with negative balances.

The university also continued with priorities that were set at the beginning of the year in enrollment and retention efforts. Again, this past year, several internal structural and leadership changes were made to better align staffing and resources and to position the institution for additional enrollment growth - both on-campus and online. The continued effort in these areas has resulted in continued increases in enrollment. Fall 2023 is once again expected to see an overall increase. Current projections show a 12+ percentage increase.

From solely a financial standpoint, fiscal year 2023 was the best year in well over 12 years; however, "best" is relative. This marks the third year in a row with such notation. While much progress was made, much more is needed before the university can be considered in good shape financially. Of note, salary equity and compression adjustments was made possible by the financial growth LSUA has experienced. On average, salary adjustments in terms of equity, inversion and compression were made at 5.9%

Highlights include:

Total Net Position ended at over \$74M. Up almost \$3 Million from FY22.

Online revenue reached over \$12 million, an increase of 25% over last year. As higher education shifts to online for many demographics, LSUA has been able to capitalize on this increased enrollment and revenue to sustain and expand on-campus operations.

Semi -Annual Overview of Restricted Operations

Campus: *LSU of Alexandria*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2022-2023						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees	4,482,673	1,615,593	714,720	5,383,546	392,393	1,368,618	4,407,321
Sales & Svcs of Educ. Activ's	400,716	74,776	28,545	446,947	(6,948)	53,058	386,941
Auxiliaries (List)							0
1 - Athletic Department	(292,410)	1,089,851	682,579	114,862	481,686	647,422	(50,874)
2 - Golf Course	(1,820)	40,796	56,825	(17,849)	89,032	72,967	(1,784)
3 - Residential Life	57,199	924,020	322,024	659,195	534,464	389,833	803,826
4 - Duplication & Copy Services	(21,500)	7,620	64,572	(78,452)	145,225	67,651	(878)
5 - Bookstore	1,173,636	32,565	51,662	1,154,539	43,672	2,832	1,195,379
6 - Parking, Street & Safety	1,059,554	114,963	1,484	1,173,033	32,028	3,016	1,202,045
7 - Campus Card Operations	0	0	5,353	(5,353)	7,226	1,873	0
8 - Newspaper	6,104	2,919		9,023	368	11,166	(1,775)
9 - Union	1,003,270	336,578	301,745	1,038,103	258,139	68,908	1,227,334
10 - Yearbook	69,902	0		69,902	1,172	0	71,074
11 - Child Care Center	284,285	201,489	99,162	386,612	192,230	15,593	563,249
12 - Museum	55,685	85,000	177,242	(36,557)	325,000	213,392	75,051
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income	768,971	12,938	15,391	766,518	24,195	19,726	770,987
Grants and Contracts							
Federal	(3,431)	4,819,494	4,822,816	(6,753)	6,105,695	6,106,485	(7,543)
State and Local	141,458	356,801	142,833	355,426	(57,727)	374,441	(76,742)
Private	4,508	267,868	132,160	140,216	151,371	235,083	56,504
Indirect Cost Recovered	14,369	0		14,369	0		14,369
Gifts	150,916	456,348	508,185	99,079	530,503	613,351	16,231
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	120,948	4,161	(140)	125,249	26,745	3,143	148,851
TOTAL	9,475,033	10,443,780	8,127,158	11,791,655	9,276,468	10,268,558	10,799,564

Report on Restricted Operations

FY23 was a good year for restricted and auxiliary balances. Aux ended the year up 1,688,742.60 to a total of \$5,082,647.11. Restricted ended the year down by -\$167,235.03 to \$5,144,921.90. With these balances again healthy, FY24 will focus on spending all current revenue while maintaining health balances where applicable.

Of note:

Athletics, which was near (\$1.2M) just two short years ago, ended the year at (50,874). This is a significant improvement and allows for better spending/management in future years. This area has been a focus since FY2019, and the results are evident.

Children's Center ended with a balance of \$563,249. Much work has been put into this area and the results are significant. FY24 will focus on facility expansion and improvements.



Semi-Annual Financial
Report Narrative FY 2022-23

Overview and Analysis of Campus Operations

Unrestricted Revenues are lower than anticipated due to a relatively flat enrollment. Overall fall enrollment increased .5% from the previous Fall 2021 semester. Expenditures are in line with projections and continue to be monitored closely due to the decrease in revenues. Enrollment and retention efforts continue to be a top priority along with organizational restructuring to better service students.

Report on restricted operations:

Auxiliary revenues are slightly below budget projections due to the relatively flat enrollment. Auxiliary expenditures are in line with projections and continue to be closely monitored.

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

Unrestricted Operations		Actual Amount for each semi-annual period in 2022-2023		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	5,645,852	3,293,415	2,352,437	5,645,852
Statutory Dedications	239,462	127,411	146,174	273,585
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	10,628,383	8,771,583	691,871	9,463,454
Federal Funds	0	0	0	0
Total Revenues	16,513,697	12,192,409	3,190,482	15,382,891
Expenditures by Object:				
Salaries		3,775,242	3,632,540	7,407,782
Other Compensation		67,860	79,725	147,585
Related Benefits		1,937,863	2,078,102	4,015,965
Personal Services		5,780,965	5,790,366	11,571,331
Travel		24,596	43,105	67,701
Operating Services		1,385,814	487,825	1,873,639
Supplies		462,385	141,456	603,841
Operating Expenses		1,872,795	672,386	2,545,181
Professional Services		300	414,378	414,678
Other Charges		797,237	(4,801)	792,436
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		797,537	409,577	1,207,114
General Acquisitions		57,765	1,500	59,265
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		57,765	1,500	59,265
Total Expenditures		8,509,062	6,873,829	15,382,891
Expenditures by Function:				
Instruction		2,454,748	2,595,172	5,049,920
Research		0	0	0
Public Service		0	0	0
Academic Support (Includes Library)		214,287	192,524	406,811
Academic Expenditures		2,669,035	2,787,696	5,456,731
Student Services		394,702	401,595	796,297
Institutional Support		3,049,602	2,809,281	5,858,883
Scholarships/Fellowships		786,070	499,593	1,285,663
Plant Operations/Maintenance		1,609,653	616,125	2,225,778
Hospital		0	0	0
Transfers out of agency		0	(240,461)	(240,461)
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		5,840,027	4,086,133	9,926,160
Total Expenditures		8,509,062	6,873,829	15,382,891

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	1,280,544	1,680,826	1,034,215
Sales and Services of Educational Activities	0	0	0
Auxiliaries	416,148	1,398,385	235,599
Endowment Income	76,829	73,515	76,310
Grants and Contracts	(36,919)	(6,394)	26,399
Indirect Cost Recovered	0	0	0
Gifts	205,631	251,494	335,717
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	101,694	102,851	129,996
TOTAL	2,043,927	3,500,677	1,838,236

Overview and Analysis of Campus Operations

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Semi -Annual Overview of Restricted Operations

Campus: **LSU Eunice**

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2022-2023						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees	1,280,544	818,193	417,911	1,680,826	(70,892)	575,719	1,034,215
Sales & Svcs of Educ. Activ's		0		0	0		0
Auxiliaries (List)							0
1 Bookstore	229,860	833,345	851,112	212,093	691,540	799,937	103,696
2 Union	464,879	179,186	19,413	624,652	62,745	333,502	353,895
3 Athletics	(835,504)	850,961	474,003	(458,546)	112,211	529,360	(875,694)
4 Media	72,341	6,959	1,189	78,111	1,768	19,879	60,000
5 Housing	484,572	1,062,242	604,739	942,075	122,836	471,209	593,702
6				0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income	76,829	7,595	10,909	73,515	7,937	5,142	76,310
Grants and Contracts							
Federal		3,367,297	3,743,619	(376,322)	4,830,099	4,453,777	0
State and Local	13,386	448,635	111,611	350,410	(57,981)	216,725	75,703
Private	(50,305)	75,960	6,137	19,518	(66,799)	2,023	(49,304)
Indirect Cost Recovered		0		0	0		0
Gifts	205,631	294,741	248,878	251,494	722,503	638,280	335,717
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	101,694	1,157	0	102,851	27,146	0	129,996
TOTAL	2,043,927	7,946,271	6,489,521	3,500,677	6,383,113	8,045,553	1,838,236

Report on Restricted Operations

August 7, 2023

Dr. William F. Tate IV
President
Louisiana State University
3810 West Lakeshore Drive
Baton Rouge, La 70808

Subject: Fiscal Year 2022-2023
For Period Ended June 30, 2023

Dear President Tate,

As I begin my tenure as Chancellor of LSU Shreveport, I feel very privileged to be here in Northwest Louisiana serving LSU. As I have gone around campus and the broader community over the past few weeks, it has become very apparent how important this institution is to the region. Indeed, our future is deeply intertwined with the health of the broader community. For this reason, I believe that it is critical for LSUS to become a more prominent partner with the community. This is completely consistent with the House Resolution 150 Study, focused on the LSUS Commitment Plan of 2012. Notably, I believe that LSUS must work to increase enrollment in face-to-face programs, particularly undergraduate ones. We can do this in a number of ways:

- Increase collaboration with LSU Health Shreveport, by collaborating with them on high-need programs in the health sciences, by providing general education programming for the first two years of students' programs and by providing housing for students in these programs, allowing LSUHS and LSUS to recruit from a broader area.
- Increase collaboration with local two-year partners, including Bossier Parish Community College and Southern University Shreveport, creating seamless transfer to LSUS for students to complete baccalaureate degree programs.
- Developing new face-to-face programs that utilize existing LSUS faculty expertise and facilities, and meeting existing needs of employers in the region, as well as meeting current interests of prospective students that are not met with existing programming.

In addition, LSUS must continue its collaboration with LSU Online, as a pathway to increase our enrollment in online programs. As you know, these decreased slightly last year, likely as a result of issues resulting from the transition from Academic Partners to LSU Online. In addition, while our online graduate programs are strong and enrollment is recovering, I note that the enrollment is dominated by enrollment in our online MBA program. While I am delighted at the incredible success of this program, I am also mindful that we must further diversify our online graduate programming, thus avoiding an over-reliance on a single program.

At this time, we are projecting that for the Fall 2023 semester, total enrollment will likely increase slightly from Fall 2022. However, while we are expecting an increase of approximately 500 graduate students, we are also expecting a decrease of approximately 100 undergraduate students. This places our total enrollment for Fall 2023 slightly in excess of 9,000 students, compared to 8,721 in Fall 2022 and 8,881 in Fall 2021. Assuming this projection is accurate, this would make our Fall 2023 enrollment the second highest enrollment in LSUS history.

I am especially pleased to note that LSUS has invested significant funds in recent years to modernize campus facilities greatly enhancing students' experience on our campus. We have also worked to implement the First Year Experience and other high-impact practices. Going forward, it is essential that we review our portfolio of undergraduate programs, developing new academic programs and revamping existing offerings to better meet the needs of employers in the region and to better mesh with the interests of prospective students. This will require some time to accomplish, but this work is essential if we are to better attract and graduate undergraduate face-to-face students.

Finally, LSUS has established a Strategic Plan Task Force to develop a new LSUS Strategic Plan. The work of the task force has advanced significantly in the past year and will ultimately be submitted to the LSUS Planning Council for eventual university review and approval. While the work continues, it will not conclude until after the new LSU Strategic Plan is approved, to ensure that our two plans are consistent.

Sincerely Yours,

A handwritten signature in blue ink, appearing to read "Robert T. Smith". The signature is stylized and cursive.

Robert T. Smith, Ph.D.
Chancellor
Professor of Mathematics

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

Unrestricted Operations		Actual Amount for each semi-annual period in 2022-2023		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	14,498,602	8,457,519	6,041,083	14,498,602
Statutory Dedications	605,547	322,195	369,642	691,837
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	56,080,687	42,127,734	11,014,901	53,142,635
Federal Funds	0	0	0	0
Total Revenues	71,184,836	50,907,448	17,425,626	68,333,074
Expenditures by Object:				
Salaries		12,742,130	12,025,063	24,767,193
Other Compensation		369,942	372,065	742,006
Related Benefits		5,499,400	5,792,040	11,291,440
Personal Services		18,611,472	18,189,168	36,800,640
Travel		120,675	199,185	319,860
Operating Services		3,030,144	3,578,320	6,608,463
Supplies		1,157,277	1,672,413	2,829,690
Operating Expenses		4,308,095	5,449,917	9,758,013
Professional Services		10,051,271	7,054,580	17,105,851
Other Charges		1,071,858	2,721,754	3,793,612
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		11,123,129	9,776,334	20,899,463
General Acquisitions		106,713	768,245	874,959
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		106,713	768,245	874,959
Total Expenditures		34,149,410	34,183,664	68,333,074
Expenditures by Function:				
Instruction		22,170,170	18,286,812	40,456,982
Research		31,646	96,535	128,182
Public Service		1,708	3,560	5,268
Academic Support (Includes Library)		2,593,882	2,641,135	5,235,017
Academic Expenditures		24,797,407	21,028,043	45,825,449
Student Services		1,518,303	1,400,029	2,918,332
Institutional Support		4,514,942	6,975,009	11,489,951
Scholarships/Fellowships		840,951	830,183	1,671,134
Plant Operations/Maintenance		2,477,806	3,950,401	6,428,208
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		9,352,003	13,155,622	22,507,625
Total Expenditures		34,149,410	34,183,664	68,333,074

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	10,506,976	12,356,608	10,889,824
Sales and Services of Educational Activities	729,275	738,314	749,612
Auxiliaries	(1,535,681)	(1,324,102)	(2,755,690)
Endowment Income	0	0	0
Grants and Contracts	(721,500)	927,507	(800,117)
Indirect Cost Recovered	639,162	619,422	508,789
Gifts	386,252	323,901	437,163
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	1,539,343	1,700,634	2,701,761
TOTAL	11,543,826	15,342,285	11,731,343

Overview and Analysis of Campus Operations

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Semi -Annual Overview of Restricted Operations

Campus: LSU Shreveport

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2022-2023						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees	10,506,976	5,015,274	3,165,642	12,356,608	1,257,085	2,723,869	10,889,824
Sales & Svcs of Educ. Activ's	729,275	106,283	97,243	738,314	156,032	144,735	749,612
Auxiliaries (List)							0
1 - University Center	(613,852)	132,029	137,344	(619,167)	71,913	503,181	(1,050,434)
2 - Food Service	(705,459)	196,385	275,867	(784,941)	234,346	370,491	(921,086)
3 - Bookstore	(227,926)	38,904	0	(189,022)	28,758	0	(160,264)
4 - University Court Apts - Lease	(463,213)	903,338	959,100	(518,976)	892,031	863,898	(490,843)
5 - Athletics	474,769	1,810,207	1,496,972	788,004	502,440	1,423,506	(133,062)
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income		0		0	0		0
Grants and Contracts							
Federal	(512,767)	3,415,558	3,306,543	(403,752)	4,687,522	4,904,836	(621,067)
State and Local	(127,017)	1,707,461	279,908	1,300,536	(985,396)	366,924	(51,784)
Private	(81,715)	242,468	130,028	30,724	30,089	188,079	(127,266)
Indirect Cost Recovered	639,162	48,512	68,252	619,422	37,435	148,068	508,789
Gifts	386,252	302,566	364,917	323,901	667,420	554,158	437,163
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	1,539,343	552,042	390,751	1,700,634	1,000,566	(561)	2,701,761
TOTAL	11,543,826	14,471,027	10,672,568	15,342,285	8,580,241	12,191,183	11,731,343

Report on Restricted Operations

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Chancellor's Narrative
FY 2022-23 Annual Financial Report
July 1, 2022 – June 30, 2023

LSU Health Sciences Center (LSUHSC-NO) closed fiscal year 2022-2023 with strong financial performance and made several appointments to the University's leadership team and other senior administrator positions during the year to further strengthen our three prong mission of instruction, research, and public service. The Institution is extremely appreciative of the support of the LSU President's office, Governor, Division of Administration, and Legislature in reinvesting in Higher Education. As a result of this partnership as well as the unwavering dedication of our faculty and staff, the University continues on a path of financial stability and institutional progress. A few of our more notable headlines are provided below.

- LSU Health Nursing Awarded \$2.6 Million to Improve Primary Care, Mental Health and Maternal Care in Louisiana – release date is 7/13/23
- LSU Health New Orleans Named Top University Fulbright Scholar Producer
- \$1.4M Research Pipeline Grant Funds Increased Diversity of Biomedical Sciences Workforce
- LSU Health New Orleans Joins AACR Project GENIE
- \$3M Award to LSU Health New Orleans Will Address Nursing Shortage and Improve Health Equity in Rural and Medically Underserved Areas
- LSU Health New Orleans Awarded \$4.6M to Develop Burn Care Education & Training for Military and Civilian Disasters
- NCI NCORP-designated LSU Health New Orleans and ConcertAI Advance Multi-Year Collaboration Addressing Diversity in Clinical Trials

Overall, the University's total revenues increased by \$50.4M (5%) during FY 23. Due to an increase in state appropriations for FY 23, unrestricted revenues grew by \$8.7M resulting in total unrestricted revenues of \$161.5M – a 5.7% increase over the prior fiscal year. The FY 23 funding included a supplemental appropriation of \$4M in order to support the University in fully liquidating the \$8.5M outstanding balance of its 2013 bond issuance.

The remaining revenue increase of \$41.7M was primarily driven by increases in our Private Grants and Contracts of \$28.3M due to the University's contracts with its hospital partners. Also, due to the significant interest hikes by the Federal Reserve Bank over the last year, the interest earned on our cash held in the bank has grown substantially when compared to prior periods resulting in an increase in interest income of approximately \$5.2M. Given the volatility in interest rates over the recent past, there is no guarantee that these heightened interest revenues will persist into the long-term.

While revenues have increased, the LSUHSC-NO has also seen a commensurate increase in expenditures of approximately \$53.4M (5.7%). Salaries and Related Benefit expenditures increased by \$10.8M as the University continues to invest in its faculty and staff while fully participating in a highly competitive labor market. As we continue to emerge from the pandemic, travel expenses are trending to return to 2019 levels with current year expenditures increasing by \$1.3M. Additionally, the University has not been immune to rising utility costs as a result of the many natural disasters and other weather events resulting in increases of over \$3.4M.

Of the remaining increase in expenditures of \$37.9M, \$5.0M is driven by our partnership with the Louisiana Department of Health in support of the Managed Care Incentive Payment Program. The University has fiscal responsibility for the Louisiana Quality Network (LQN). Additionally, \$17.7M of the increase is driven by growth in the Dental Full Medicaid Pricing (FMP) program which provides increased reimbursement for regional dentists serving Medicaid patients. It is of note that FY 23 is the final year of Dental FMP.

Our restricted operations show cumulative revenue over expenses of \$387M – an increase of \$54M during FY 23. It should be noted however, that as the name implies, this balance includes restricted operations that are restricted to certain uses and generally cannot be used to support our operating needs and challenges. The industry benchmark for resource sufficiency and flexibility to be able to respond to unforeseen circumstances such as pandemics, weather events, and decreases in enrollment is to maintain an unrestricted reserve sufficient to cover a minimum of 16 weeks of core operating expenses. The University's sufficiency and flexibility ratio averages 14 weeks. Although we are making progress on this metric, our partnerships with our hospital partners account for the majority of the ground we were able to gain in this regard.

The historical deficit in the sales and services of educational activities is mainly due to our student and faculty dental clinic operations which has been subsidized by the University in the past. The Dental FMP Program has continued to reduce that deficit.

LSU Health Sciences Center New Orleans is looking forward to the future and working strategically with our sister institutions to improve the quality of education, research and public service provided to the State of Louisiana and continuing to be a catalyst in the State's pursuit to achieve National NCI Cancer designation.

Unrestricted Operations		Actual Amount for each semi-annual period in 2022-2023		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	90,827,984	43,363,992	47,610,660	90,974,652
Statutory Dedications	4,524,765	2,107,226	2,417,539	4,524,765
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	67,736,379	61,060,875	4,907,675	65,968,550
Federal Funds	0	0	0	0
Total Revenues	163,089,128	106,532,093	54,935,874	161,467,967
Expenditures by Object:				
Salaries		33,435,762	35,097,303	68,533,065
Other Compensation		767,195	668,528	1,435,723
Related Benefits		13,368,309	11,574,299	24,942,609
Personal Services		47,571,266	47,340,131	94,911,397
Travel		161,495	298,394	459,889
Operating Services		13,354,448	9,747,039	23,101,486
Supplies		2,063,972	4,258,347	6,322,319
Operating Expenses		15,579,915	14,303,779	29,883,694
Professional Services		554,611	763,983	1,318,594
Other Charges		2,914,165	11,374,421	14,288,586
Debt Services		44,422	4,232,696	4,277,119
Interagency Transfers		14,731,455	356,308	15,087,763
Other Charges		18,244,654	16,727,407	34,972,061
General Acquisitions		322,671	1,372,142	1,694,813
Library Acquisitions		2,857	3,145	6,002
Major Repairs		0	0	0
Acquisitions and Major Repairs		325,528	1,375,287	1,700,815
Total Expenditures		81,721,363	79,746,604	161,467,967
Expenditures by Function:				
Instruction		27,177,170	28,371,596	55,548,766
Research		1,651,834	5,229,128	6,880,962
Public Service		481,585	8,992,413	9,473,998
Academic Support (Includes Library)		9,288,461	7,620,125	16,908,586
Academic Expenditures		38,599,049	50,213,263	88,812,312
Student Services		1,731,799	1,665,670	3,397,469
Institutional Support		20,708,542	8,446,313	29,154,855
Scholarships/Fellowships		2,325,813	1,837,737	4,163,550
Plant Operations/Maintenance		18,207,219	13,395,089	31,602,308
Hospital		0	0	0
Transfers out of agency		148,940	4,188,533	4,337,474
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		43,122,314	29,533,341	72,655,655
Total Expenditures		81,721,363	79,746,604	161,467,967

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	3,741,592	4,466,299	4,088,142
Sales and Services of Educational Activities	(6,160,951)	(6,079,521)	(3,701,337)
Auxiliaries	1,566,726	2,872,496	(3,348,734)
Endowment Income	1,154,143	1,032,133	1,186,251
Grants and Contracts	260,134,843	238,523,248	315,134,527
Indirect Cost Recovered	38,297,487	26,966,128	28,536,454
Gifts	462,715	394,754	502,449
Federal Funds	0	0	0
Hospitals	30,587,808	37,959,957	38,625,213
All Other Sources	3,239,118	(3,853,559)	6,373,619
TOTAL	333,023,481	302,281,936	387,396,584

Overview and Analysis of Campus Operations

Revenues

Driven by an increase in state appropriation for FY 23, LSU Health Sciences Center in New Orleans generated \$161,467,967 in unrestricted revenues - a 5.7% increase from FY 2021-2022. The appropriation included an additional \$4M received in the Supplemental Appropriation Bill to support the University in fully liquidating its \$8.5M bond obligation.

Revenues from appropriations include general fund revenue, statutory dedication revenue Supporting Education in Louisiana First (SELF), and self-generated revenue.

Expenditures

The University's overall expenses increased in FY 2022-2023 by \$53.4M (5.7%) but are within the parameters of our overall budget. Salaries and related benefit costs increased by \$10.8M while travel expenditures continue the trend of returning to pre-pandemic levels, growing by \$1.3M when compared to FY 22. Additionally, due to weather related events over the last several years, utility costs have continue to rise with expenditures increasing by \$3.4M.

NOTE: Due to the required submission date of the quarterly report, it should be noted that actual expenditure and revenue data presented in this report are preliminary. The data will be finalized once closing financial transactions are complete and the consolidated financial statements are audited by the Legislative Auditors.

Semi -Annual Overview of Restricted Operations

Campus: *LSU Health Sciences Center - New Orleans*

		Actual Amount for each Semi-Annual Period in FY 2022-2023					
Show Expenditures As Positive		1st & 2nd Quarter			3rd & 4th Quarter		
	Acct/Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees	3,741,592	1,492,001	767,293	4,466,299	100,880	479,037	4,088,142
Sales & Svcs of Educ. Activ's	(6,160,951)	1,943,505	1,862,074	(6,079,521)	4,052,293	1,674,110	(3,701,337)
Auxiliaries (List)							0
1 Bookstore	(1,797,755)	3,447,300	2,463,978	(814,433)	2,706,233	3,825,585	(1,933,785)
2 Cafeteria	(4,053,103)	468,604	875,296	(4,459,795)	504,766	1,265,268	(5,220,296)
3 Student Housing	1,749,887	813,607	529,561	2,033,933	621,781	2,406,837	248,877
4 Parking	6,141,750	795,127	551,096	6,385,780	408,411	2,060,738	4,733,454
5 HSC Stores	(474,053)	1,434,095	1,233,032	(272,990)	752,046	1,656,040	(1,176,983)
6 Auxiliary Administration		0		0	28,219	28,219	0
7		0		0			0
8		0		0			0
9		0		0			0
10		0		0			0
11		0		0			0
12		0		0			0
13		0		0			0
14		0		0			0
15		0		0			0
Endowment Income	1,154,143	837,197	959,206	1,032,133	1,859,491	1,705,373	1,186,251
Grants and Contracts							
Federal	475,310	16,434,287	20,073,115	(3,163,518)	26,279,374	22,436,627	679,229
State and Local	9,387,659	5,860,180	8,815,124	6,432,715	14,392,315	11,718,751	9,106,279
Private	250,271,874	248,960,424	263,978,247	235,254,051	477,855,448	407,760,479	305,349,019
Indirect Cost Recovered	38,297,487	7,280,919	18,612,278	26,966,128	34,448,517	32,878,192	28,536,454
Gifts	462,715	548,841	616,803	394,754	1,602,584	1,494,888	502,449
Federal Funds				0			0
Hospitals							
Hospital - Commercial/Self-Pay				0			0
Physician Practice Plans	30,587,808	9,221,795	1,849,646	37,959,957	11,261,017	10,595,762	38,625,213
Medicare				0			0
Medicaid				0			0
Uncompensated Care Costs				0			0
Sponsored Grants and Contracts				0			0
Sales and Services Other				0			0
All Other Sources	3,239,118	273,965	7,366,641	(3,853,559)	11,767,233	1,540,056	6,373,619
TOTAL	333,023,481	299,811,846	330,553,390	302,281,936	588,640,609	503,525,961	387,396,584

Report on Restricted Operations

Total revenues (Unrestricted and Restricted) increased by \$50.4M in FY 23 of which \$28.3M was due to the University's contracts with its hospital partners.

Of the \$53.4M increase in total expenditures (Unrestricted and Restricted), \$5.0M is driven by the University's support of the Louisiana Quality Network's participation in the Louisiana Department of Health Managed Care Incentive Payment program. Additionally, \$17.7M of the increase is driven by growth in the Dental Full Medicaid Pricing (FMP) program. FY 23 is the final year of Dental FMP.

Our restricted operations show cumulative revenue over expenses of \$387M. It should be noted however, that as the name implies, this balance includes restricted operations that are restricted to certain uses and generally cannot be used to support our operating needs and challenges.

The Account/Fund Balance for the following items were reclassified from FY2023 Q2 report as follows:

From Private G&C - \$37.52

The Account/Fund Balance Total at 12.31.22 increased from \$333,023,443 to \$333,023,481

NOTE: Due to the required submission date of the quarterly report, it should be noted that actual expenditure and revenue data presented in this report are preliminary. The data will be finalized once closing financial transactions are complete and the consolidated financial statements are audited by the Legislative Auditors.

**LSU Health Sciences Center - Shreveport
Bi-Annual Financial Reporting Narrative
FY 2022-2023 as of June 30, 2023**

Appropriation: Revenues and Expenditures

Operating Budget revenue includes state general funds direct, statutory dedications (tobacco tax and self-fund), and self-generated (tuition and fees) funding. The Operating Budget expenditures include costs associated with the operation of three schools (Medicine, Allied Health, and Graduate Studies) and multiple Centers, and including legacy costs associated with the transition of three hospitals from state management to public-private partnerships.

The original academic FY 2022-2023 operating budget appropriation includes the following spending authority:

State General Funds Direct	64,832,777
Statutory Dedications	7,327,613
University Tuition and Fees	25,823,433
TOTAL	\$97,983,823

With the approved BA-7 #1 under ACT 397 in the net amount of (\$246,239), the FY 2022-2023 operating budget appropriation changed as follows:

State General Funds Direct	64,832,777
Statutory Dedications	7,081,374
University Tuition and Fees	25,823,433
TOTAL	\$97,737,584

The State General Funds Direct appropriation receipts of **\$64.832 million** includes: approximately **\$14.0 million** dedicated to support the hospitals' (SHV Hospital, EACMC, and HPLMC) legacy costs including risk management premiums, retiree health and life, and residual HPLMC property maintenance. The balance supports mandated operational costs, instruction, research, and administrative activities.

The Statutory Dedications budget of **\$7.081 million** includes: Tobacco funds of **\$3.738 million** for FWCC Cancer Center operations, SELF funds of **\$2.942 million** for

support of faculty salaries, and Sales Tax allocation of **\$400,000** for the Simple Science Program managed by Diversity Affairs.

The University tuition and fees of **\$25.823** million support the general operations of the Schools of Medicine, Allied Health Professionals and Graduate Studies.

Public-Private Hospital Partnerships

The LSU Shreveport Hospital and E.A. Conway Medical Center originally transferred from state to private management effective October 1, 2013. Huey P. Long Medical Center in Pineville discontinued patient care services on June 30, 2014.

Effective October 1, 2018, the management of the LSU Shreveport Hospital and E.A. Conway Medical Center changed from BRFHH to the Ochsner LSU Health System of North Louisiana (OLHS-NL).

In accordance with R.S. 39:366.11, the Board of Supervisors and Joint Legislative Committee on Budget approved the Cooperative Endeavor Agreement (CEA) by and among the State of Louisiana (State), acting by and through the Louisiana Division of Administration (DOA), Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (LSU), and Ochsner LSU Health System of North Louisiana (OLHS-NL), a private Louisiana nonprofit corporation. The CEA and service agreements cover the hospital and clinic facilities in Shreveport and Monroe. The Joint Venture CEA, effective October 1, 2018, for an initial term of ten (10) years, replaces the BRFHH Public-Private Partnership CEA. Also, effective October 1, 2018, Ochsner LSU Health System of North Louisiana (OLHS-NL) is the sole member of "Ochsner LSU Physician Group" or "OLPG" which means LSU Health Sciences Center-Shreveport Faculty Group Practice d/b/a Ochsner LSU Physician Group, a Louisiana nonprofit corporation, which operates the clinical practices of HSC-S Physicians and HSC-S Practitioners. OLPG is a nonprofit corporation that, prior to the Commencement Date, operated as the practice plan of the Medical School faculty under a Memorandum of Understanding through which the FGP contracted with HSC-S for clinical and other services of HSC-S Physicians and HSC-S Practitioners.

Appendix A
Semi-Annual Revenues and Expenditures Executive Summary

Unrestricted Operations	Actual Amount for each semi-annual period in 2022-2023			
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	64,832,777	37,819,120	27,013,657	64,832,777
Statutory Dedications	7,081,374	2,689,834	3,959,172	6,649,006
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	25,823,433	23,550,605	697,588	24,248,193
Federal Funds	0	0	0	0
Total Revenues	97,737,584	64,059,559	31,670,417	95,729,976
Expenditures by Object:				
Salaries	27,734,507	16,473,565	14,293,189	30,766,754
Other Compensation	2,444,640	6,740,751	(1,885,720)	4,855,031
Related Benefits	27,708,405	10,389,371	10,205,962	20,595,333
Personal Services	57,887,552	33,603,687	22,613,431	56,217,118
Travel	393,413	95,082	37,774	132,856
Operating Services	22,689,416	14,053,609	8,307,848	22,361,457
Supplies	1,723,844	244,832	989,324	1,234,156
Operating Expenses	24,806,673	14,393,523	9,334,946	23,728,469
Professional Services	1,446,755	689,225	508,584	1,197,809
Other Charges	3,681,932	1,910,418	2,388,054	4,298,472
Debt Services	0	0	0	0
Interagency Transfers	9,053,485	5,081,221	4,345,700	9,426,921
Other Charges	14,182,172	7,680,864	7,242,338	14,923,202
General Acquisitions	851,187	468,832	392,355	861,187
Library Acquisitions	10,000	0	0	0
Major Repairs	0	0	0	0
Acquisitions and Major Repairs	861,187	468,832	392,355	861,187
Total Expenditures	97,737,584	56,146,906	39,583,070	95,729,976
Expenditures by Function:				
Instruction	19,489,246	15,549,116	4,980,380	20,529,496
Research	15,861,227	8,473,816	8,509,296	16,983,112
Public Service	148,994	62,014	115,229	177,243
Academic Support (Includes Library)	11,693,605	5,172,749	5,055,422	10,228,171
Academic Expenditures	47,193,072	29,257,695	18,660,327	47,918,022
Student Services	3,611,732	1,569,579	1,922,593	3,492,172
Institutional Support	32,013,311	15,687,390	11,922,155	27,609,545
Scholarships/Fellowships	3,390,182	1,802,151	1,818,443	3,620,594
Plant Operations/Maintenance	6,071,270	3,415,053	4,710,516	8,125,569
Hospital	3,982,741	1,750,051	1,738,747	3,488,798
Transfers out of agency	0	0	0	0
Athletics	0	0	0	0
Other	1,475,276	2,664,987	(1,189,711)	1,475,276
Non-Academic Expenditures	50,544,512	26,889,211	20,922,743	47,811,954
Total Expenditures	97,737,584	56,146,906	39,583,070	95,729,976

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	1,522,165	1,521,590	1,711,683
Sales and Services of Educational Activities	69,935,047	82,697,848	32,661,362
Auxiliaries	13,953,493	14,453,061	15,213,718
Endowment Income	5,295,565	5,575,270	6,142,606
Grants and Contracts	110,130,489	98,413,794	94,225,374
Indirect Cost Recovered	(6,750,318)	(5,911,870)	1,502,749
Gifts	(2,657)	(15,552)	21,925
Federal Funds	0	0	0
Hospitals	(37,607,428)	(35,822,970)	0
All Other Sources	7,044,077	8,356,763	10,411,592
TOTAL	163,520,433	169,267,934	161,891,009

Overview and Analysis of Campus Operations

Ending December 31, 2022 Restricted Operations (1st & 2nd Quarters):

(1) **Hospitals** net fund balance for the three hospitals is due to the pre and post financial support transactions associated with the original state initiated hospital public/private partnership transition from state management

Ending June 30, 2023 Unrestricted and Restricted Operations (3rd & 4th Quarters):

(1) Fiscal Year 2023 Financials will not be finalized until end of August 2023

(2) The **hospitals** net fund balance for the three hospitals as of December 2022 (1st & 2nd Quarters) was due to the pre and post financial support transactions associated with the original state initiated hospital public/private partnership transition from state management. As of June 2023 close, the hospital (s) fund balance chartstrings are being cleared using funds from sales and services.

Semi -Annual Overview of Restricted Operations

Campus: LSUHSC Shreveport

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2022-2023						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations	0	0	0	0	0	0	0
Restricted Fees	1,522,165	247,530	248,105	1,521,590	494,209	304,116	1,711,683
Sales & Svcs of Educ. Activ's	69,935,047	14,147,050	1,384,249	82,697,848	(16,149,643)	33,886,843	32,661,362
Auxiliaries (List)	0						0
Bookstore	2,170,655	338,142	334,785	2,174,012	384,853	310,124	2,248,741
Cafeteria	4,161,019	40,888	0	4,201,907	326,768	64,335	4,464,340
General Service Store	(664,362)	0	0	(664,362)	0	(664,362)	0
Gift Shop	24,821	212	0	25,033	394	24,821	606
Linwood Apartments	1,086,638	7,410	0	1,094,048	13,811	1,055,325	52,534
Microcomputers	(48,203)	205,332	211,095	(53,966)	0	(193,767)	139,801
Networking	630,372	19,183	10,464	639,091	23,980	213,333	449,738
Parking	(415,785)	0	181	(415,966)	0	(415,966)	0
Printing	1,442,052	182,998	162,533	1,462,517	193,787	170,421	1,485,883
Rental Properties	1,473,001	150,961	51,777	1,572,185	63,407	57,803	1,577,789
Student Union	611,574	110,109	6,602	715,081	22,736	11,176	726,641
Telecommunications	3,481,711	468,493	246,723	3,703,481	651,609	287,445	4,067,645
Endowment Income	5,295,565	1,994,126	1,714,421	5,575,270	2,908,938	2,341,602	6,142,606
Grants and Contracts							
Federal	157,466	6,884,404	9,604,165	(2,562,295)	10,924,147	8,306,061	55,791
State and Local	1,955,596	2,243,318	2,817,896	1,381,018	3,489,324	2,811,388	2,058,954
Private	108,017,427	136,312,853	144,735,209	99,595,071	131,245,638	138,730,080	92,110,629
Indirect Cost Recovered	(6,750,318)	2,526,898	1,688,450	(5,911,870)	2,948,243	(4,466,376)	1,502,749
Gifts	(2,657)	0	12,895	(15,552)	0	(37,477)	21,925
Federal Funds	0	0	0	0	0	0	0
Hospitals							
Hospital - Commercial/Self-Pay	0	0	0	0	0	0	0
Physician Practice Plans	0	0	0	0	0	0	0
Medicare	0	0	0	0	0	0	0
Medicaid	0	0	0	0	0	0	0
Uncompensated Care Costs	0	0	0	0	0	0	0
Sponsored Grants and Contracts	0	0	0	0	0	0	0
Sales and Services Other Shreveport	(27,159,502)	1,812,282	27,824	(25,375,044)	24,109,407	(1,265,637)	0
Sales and Services Other EA Conway	(6,991,465)	0	0	(6,991,465)	6,991,465	0	0
Sales and Services Other Huey P Long	(3,456,461)	0	0	(3,456,461)	3,456,461	0	0
All Other Sources	7,044,077	1,312,941	255	8,356,763	2,447,072	392,243	10,411,592
TOTAL	163,520,433	169,005,130	163,257,629	169,267,934	174,546,606	181,923,531	161,891,009

Report on Restricted Operations

Ending December 31, 2022 Restricted Operations (1st & 2nd Quarters):

(1) **Hospitals** net fund balance for the three hospitals is due to the pre and post financial support transactions associated with the original state initiated hospital public/private partnership transition from state management

Ending June 30, 2023 Restricted Operations (3rd & 4th Quarters):

(1) Fiscal Year 2023 Financials will not be finalized until end of August 2023

(2) The **hospitals** net fund balance for the three hospitals as of December 2022 was due to the pre and post financial support transactions associated with the original state initiated hospital public/private partnership transition from state management. As of June 2023 close, the hospital (s) fund balance chartstrings are being cleared using fund from sales and services.



TO: Brandi Roberts
Interim Assistant VP for Budget and Finance
Louisiana State University

FROM: Lisa Augustus
Budget and Finance
LSU Health Care Services Division

DATE: August 11, 2023

RE: Semi-Annual Financial Report
for period ending 6/30/2023

We have compiled the Semi-Annual Financial Report for twelve months ending June 30, 2023 for the LSU Health Care Services Division.

Major developments during this year included:

Actual:

Unrestricted Operations

- In FY23, HCSD was appropriated \$20,970,553 in General Fund to cover legacy costs associated with partnered hospitals. The FY2022 General Fund appropriation for legacy operations was \$20,510,471 the increase for FY23 is due to ORM premiums rate increase.
- Lallie Kemp Regional Medical Center was appropriated \$5,025,728 in General Fund for FY23.
- LSU HCSD Operating Budget increased from FY2022 \$72,866,542 to FY2023 \$74,712,240. Market Rate classified increase \$835,739, ORM Premium increase \$549,484, Civil Service increase \$2,077, Office of State Procurement increase \$3,304, and Legislative Auditor Fee decrease (\$11,076) and Supplies increase of \$466,170.

Restricted Operations -

- Central Office expenses are off budget this fiscal year. Therefore, Central Office expenses and revenues are being reported in restricted operations.
- \$81,668,336.72 in lease payment received at end of June 30, 2023.
- \$859,762.53 was received from partners for contracted services performed by HCSD ending June 30, 2023.
- \$150,412 was received in FEMA revenue for period ending June 30, 2023.

cc:

Dr. Wayne Wilbright
Lisa Bruhl
Chad Thompson

Appendix A
Semi-Annual Revenues and Expenditures Executive Summary

Unrestricted Operations		Actual Amount for each semi-annual period in 2022-2023		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	25,996,281	12,765,056	13,231,225	25,996,281
Statutory Dedications	0	0	0	0
Interim Emergency Board	0	0	0	0
Interagency Transfers	18,463,336	9,302,415	9,160,921	18,463,336
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	25,020,263	13,421,304	8,956,142	22,377,445
Federal Funds	5,232,360	3,245,209	1,347,154	4,592,363
Total Revenues	74,712,240	38,733,983	32,695,441	71,429,425
Expenditures by Object:				
Salaries		10,334,037	11,053,027	21,387,064
Other Compensation		558,688	715,600	1,274,288
Related Benefits		4,884,187	5,382,580	10,266,767
Personal Services		15,776,912	17,151,207	32,928,120
Travel		251	1,198	1,450
Operating Services		2,183,681	4,068,891	6,252,572
Supplies		4,690,902	5,323,000	10,013,902
Operating Expenses		6,874,835	9,393,089	16,267,924
Professional Services		1,445,292	2,080,242	3,525,534
Other Charges		6,975	11,451	18,426
Debt Services		0	0	0
Interagency Transfers		8,892,084	9,564,265	18,456,349
Other Charges		10,344,352	11,655,957	22,000,309
General Acquisitions		13,027	54,368	67,395
Library Acquisitions		0	0	0
Major Repairs		0	165,677	165,677
Acquisitions and Major Repairs		13,027	220,046	233,073
Total Expenditures		33,009,126	38,420,300	71,429,425
Expenditures by Function:				
Instruction		0	0	0
Research		0	0	0
Public Service		0	0	0
Academic Support (Includes Library)		0	0	0
Academic Expenditures		0	0	0
Student Services		0	0	0
Institutional Support		0	0	0
Scholarships/Fellowships		0	0	0
Plant Operations/Maintenance		0	0	0
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		0	0	0
Total Expenditures		0	0	0

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	0	0	0
Sales and Services of Educational Activities	0	0	0
Auxiliaries	0	0	0
Endowment Income	0	0	0
Grants and Contracts	0	0	0
Indirect Cost Recovered	0	0	0
Gifts	0	0	0
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	69,994,578	91,194,475	81,673,092
TOTAL	69,994,578	91,194,475	81,673,092

Overview and Analysis of Campus Operations

Semi -Annual Overview of Restricted Operations

Campus: *LSU Health Care Services Division*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2022-2023						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees		0		0	0		0
Sales & Svcs of Educ. Activ's		0		0	0		0
Auxiliaries (List)							0
1		0		0	0		0
2		0		0	0		0
3		0		0	0		0
4		0		0	0		0
5		0		0	0		0
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income		0		0	0		0
Grants and Contracts							
Federal		0		0	0		0
State and Local		0		0	0		0
Private		0		0	0		0
Indirect Cost Recovered		0		0	0		0
Gifts		0		0	0		0
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	69,994,578	46,743,323	25,543,426	91,194,475	54,111,003	63,632,386	81,673,092
TOTAL	69,994,578	46,743,323	25,543,426	91,194,475	54,111,003	63,632,386	81,673,092

Report on Restricted Operations

*LAK received additional funding in Interagency Transfers in FY23 that will be be reserved in Restricted Operations for project work.