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LSU BOARD OF SUPERVISORS MEETING

*Board Room, University Administration Building*

*3810 W Lakeshore Dr, Baton Rouge, LA 70808*

*September 6, 2024 | 9:00 a.m. CT*

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- I. Call to Order and Roll Call
- II. Invocation and Pledge of Allegiance
- III. Oath of Office for Joseph Blaise Zuschlag
- IV. Public Comment
- V. Committee Meetings
  - A. Research and Agriculture Extension Committee
    1. Forecasting Compound Flooding
  - B. Academic Committee
    1. Request from LSU A&M to Establish a Bachelor of Arts in Energy, Environment & Sustainability
    2. Request from LSU A&M to Establish a Bachelor of Science in Fire & Emergency Management Administration
    3. Request from LSU Health Sciences Center - Shreveport to Establish the Jonathan Glass, MD and Cherie-Ann Nathan, MD Endowed Professorship in Otolaryngology/Head and Neck Surgery
  - C. Finance Committee
    1. Recommendation to Approve Fiscal Year 2024-2025 Operating Budget
  - D. Property and Facilities Committee
    1. Request for Approval of the FY 2025-2026 Five-Year Capital Outlay Budget Request and First Year Prioritized List for Louisiana State University
    2. Recommendation from LSU A&M to Authorize the President to Execute a Lease with Tiger Athletic Foundation for Resurfacing Portions of Bernie Moore Track Stadium
    3. Request from LSU A&M to Approve Delta Zeta House and New Lease
    4. Request to Acknowledge and Authorize the Fifth Amendment to the Amended and Restated Master Hospital Lease
    5. Request from LSU A&M To Approve Lease of Space for LSU Online
  - E. Athletics Committee
    1. Request from LSU Athletics to Approve New Employment Agreement for Men's Basketball Assistant Coach
    2. Request from LSU Athletics to Approve New Employment Agreement for Women's Golf Head Coach
    3. Request from LSU A&M to Approve First Amendment to Employment Agreement for Men's and Women's Track & Field Head Coach

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

4. Request from LSU Shreveport to Approve New Employment Agreement for Women's Basketball Head Coach
  5. Request from LSU Shreveport to Approve New Employment Agreement for Athletics Director
- F. Risk Management Committee (8:00 a.m., Board Conference Room 104A)  
*The Board or its Committees may enter into Executive Session in accordance with the provisions of LA R.S. 42:17*
1. FY 2024 4<sup>th</sup> Quarter Audit Summary
  2. Affiliates Update
  3. LSU Health Science Center – Shreveport Accreditation Preparation Update
- VI. Reconvene Board Meeting
- VII. Meeting Minutes
- A. Approval of Meeting Minutes from the June 27, 2024 Board Professional Development
  - B. Approval of Meeting Minutes from the June 28, 2024 Board Meeting
  - C. Approval of Meeting Minutes from the July 18, 2024 Finance Committee Meeting
  - D. Approval of Meeting Minutes from the July 18, 2024 Executive Committee Meeting
  - E. Approval of Meeting Minutes from the August 9, 2024 Finance Committee Meeting
  - F. Approval of Meeting Minutes from the August 9, 2024 External Affairs Committee Meeting
- VIII. Reports to the Board
- A. Q4 Personnel Actions Informational Report
  - B. Semi- Annual Report of Foreign Adversary Sources of Funds, Gifts, & Grants
  - C. Annual Report of Foreign Adversary Travel
  - D. Affiliated Entities Reimbursement Report FY24 Quarter 4
  - E. FY 2023-24 4th Quarter LSU Investment Report
  - F. LSU Semi-Annual Financial Report for the Six-Month Period Ending June 30, 2024
- IX. Reports from Faculty Advisors and Staff Advisors
- X. President's Report
- XI. Approval of Committee Recommendations
- XII. Chair's Report
- XIII. Adjournment

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



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## Board of Supervisors

### RESEARCH AND AGRICULTURE EXTENSION COMMITTEE

# 1+1>1 but does 1+1=2?

## Forecasting Compound Flooding with Hybrid **Numerical** and **AI/ML** Models

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*Z. George Xue*

Dept. of Oceanography and Coastal Sciences  
Center for Computation and Technology  
Louisiana State University



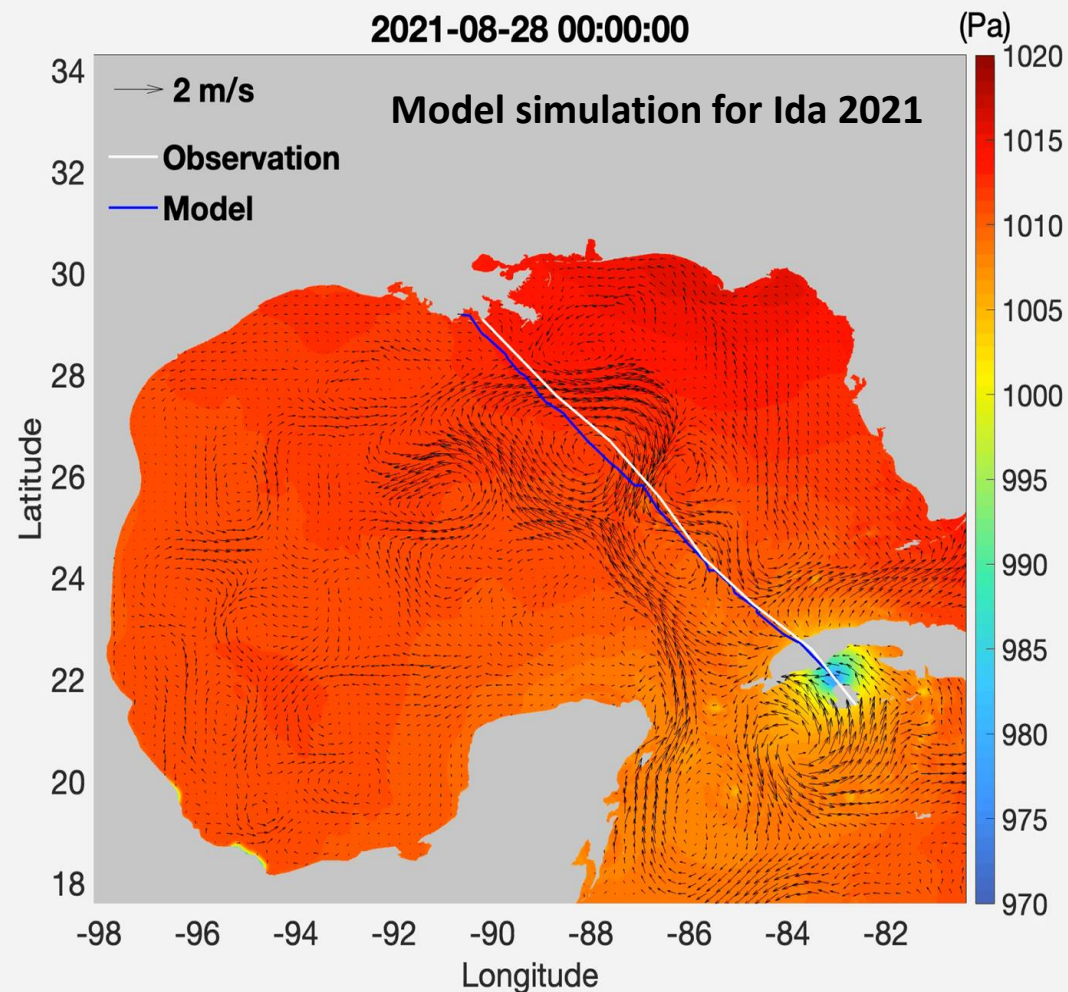
# Accurate Forecast saves Money and Lives!



FEMA

- *“Economic Impact: \$1 in mitigation saves \$6 in recovery costs.*
- *Lives Saved: Accurate forecasts can reduce fatalities by up to 30%.”*

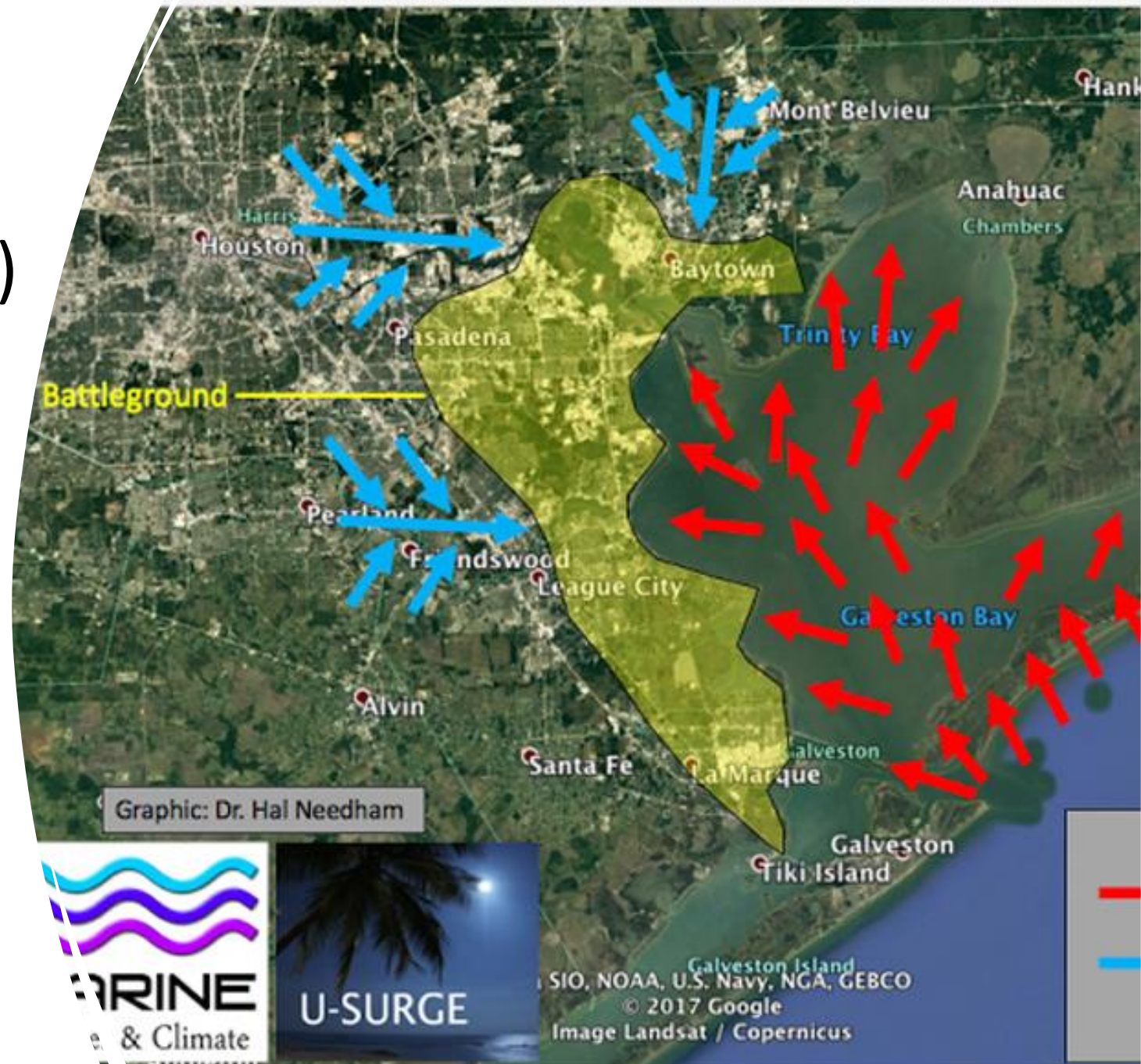
Hurricane	State	Loss (\$Billion)	Percentage of GDP (%)	Death Toll
Harvey 2017	TX	125	7.35	68
Irma 2017	FL	50	5.0	92
Laura 2020	LA	20	6.67	77
Ida 2021	LA	25	7.81	107



# Compound Flooding ( $1+1>1$ but does $1+1=2$ ?)

- Coastal areas are exposed to various ways of flooding, including **storm surge, high tides, rainfall, and elevated river flow**. The occurrence of two or more of these flood mechanisms is referred to as compound flooding.

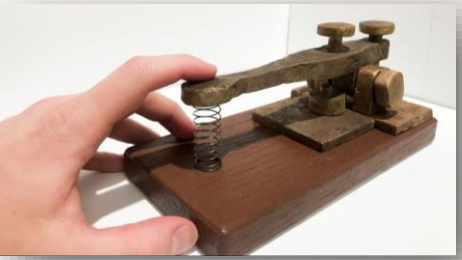
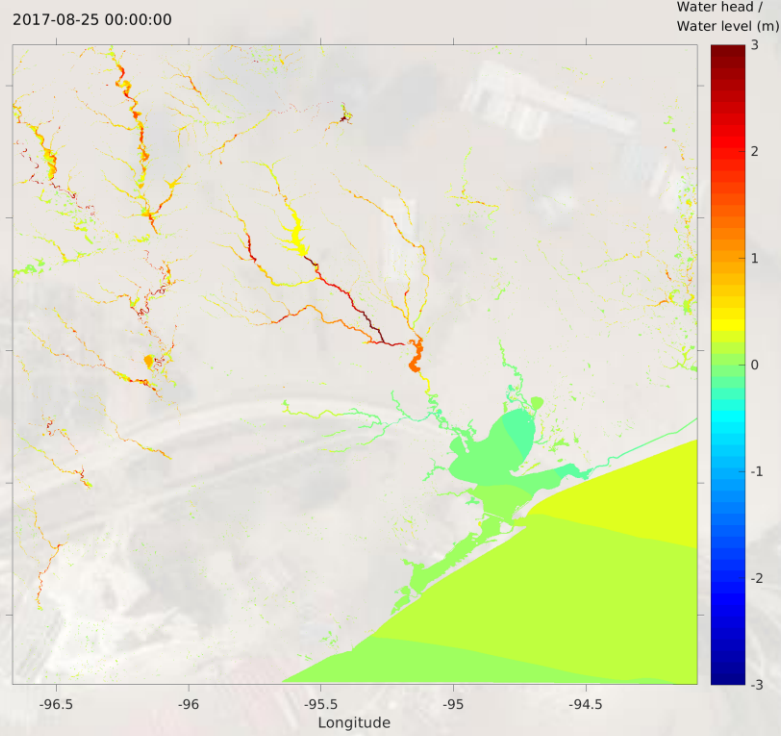
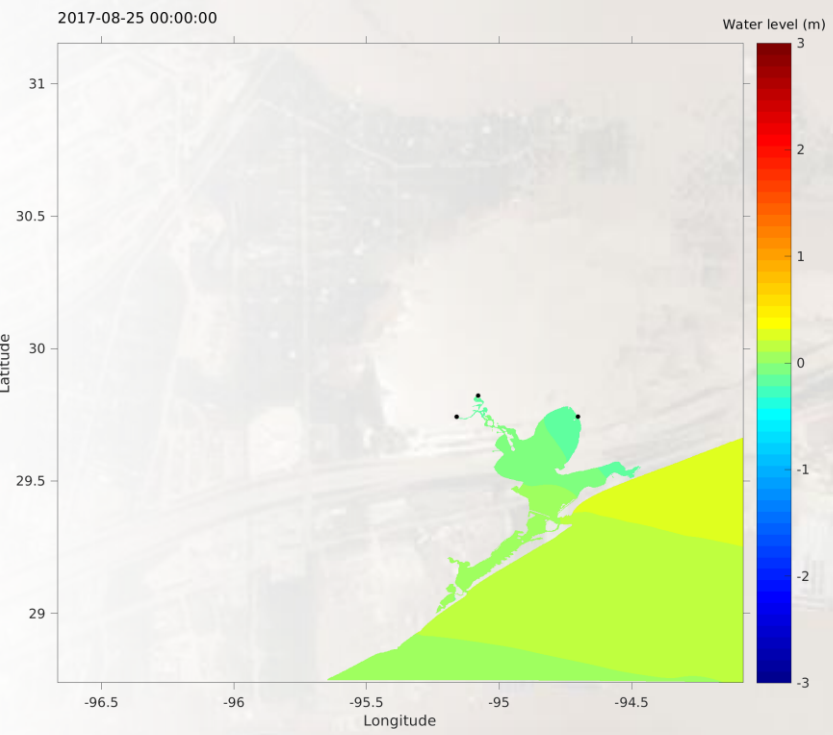
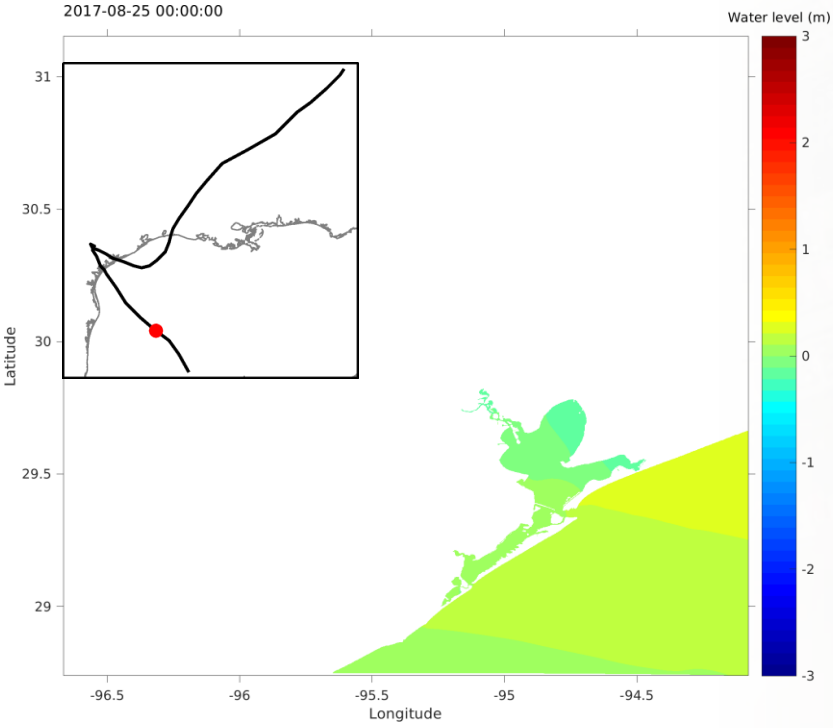
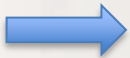
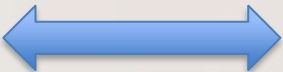
**The interaction is important!**



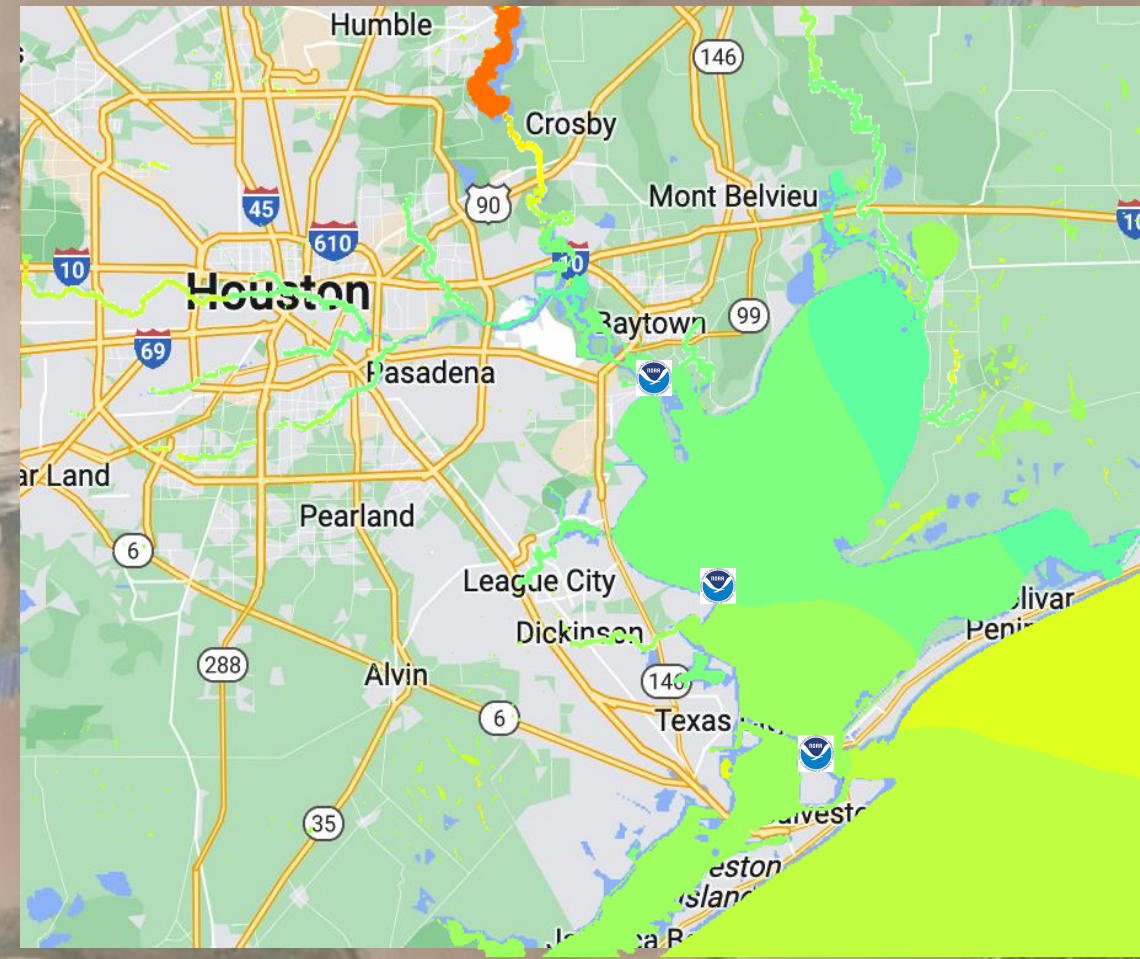
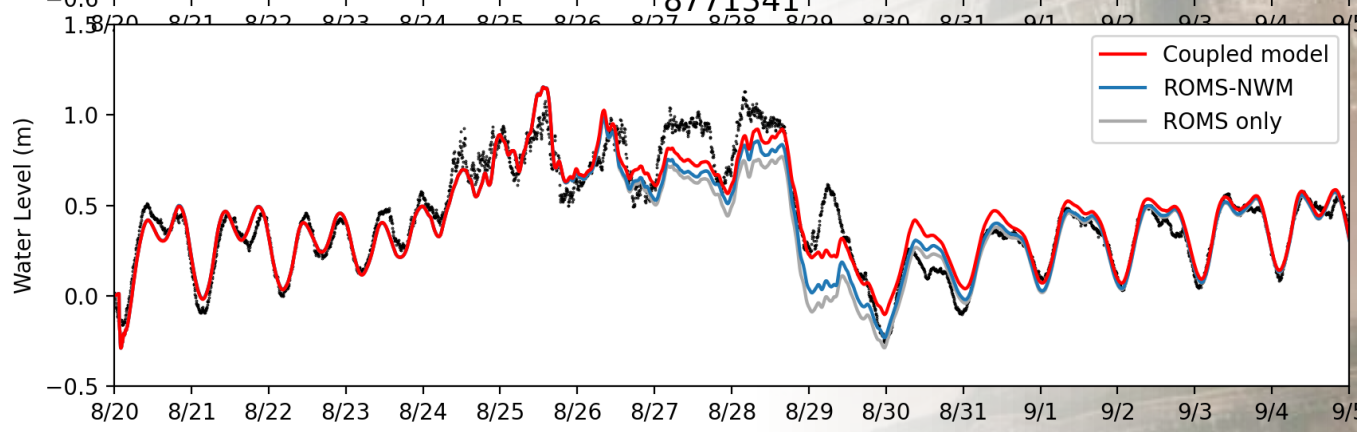
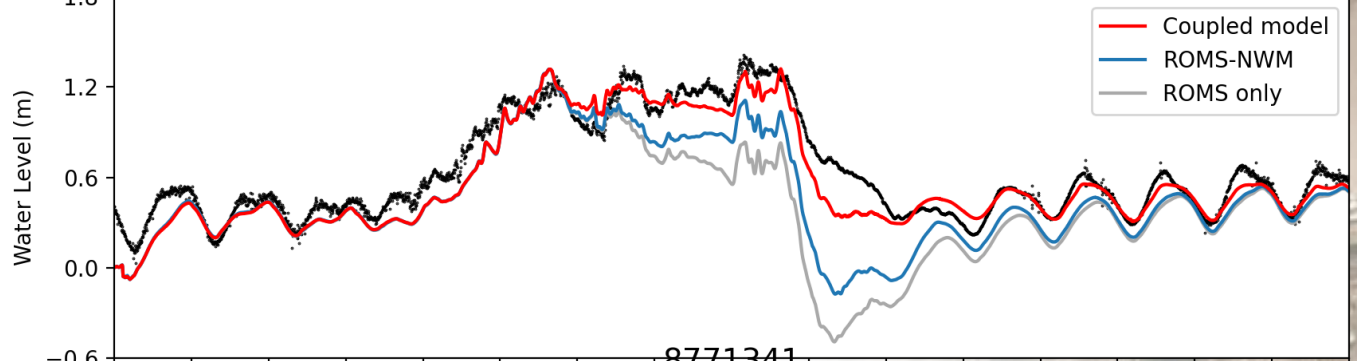
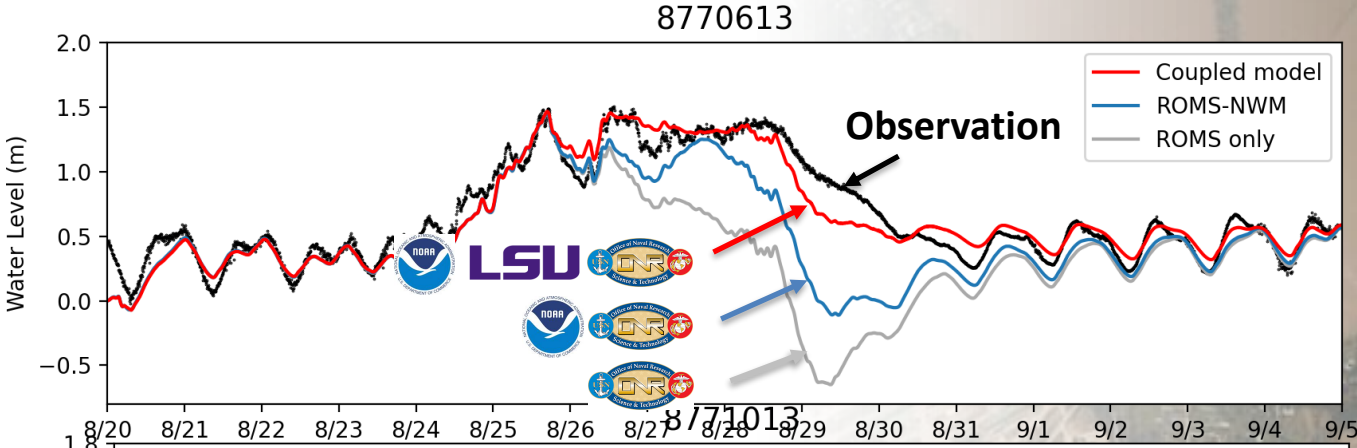


# Pioneering the World's 1st Dynamically 2-way Coupled Hydrological-Ocean Model

LSU



# Prediction Accuracy increased by 40%





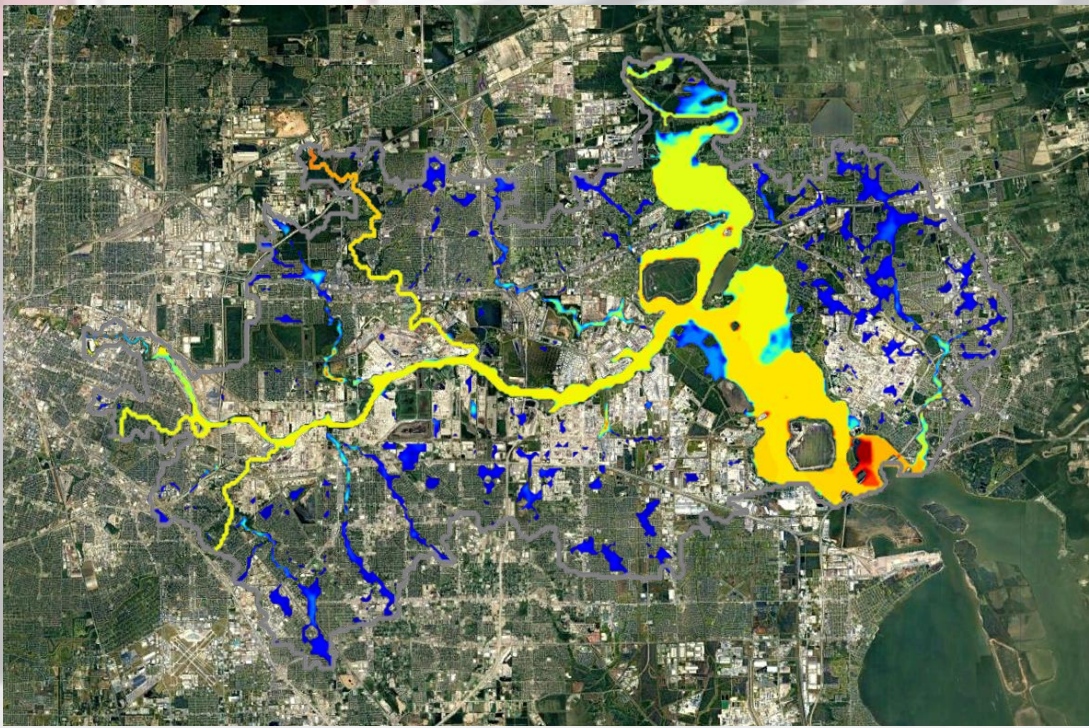
# 15 million SU (core per hour) vs. a 10-watt LED light

- Largest High-Performance Computing (super-computer) user in Louisiana
- Every single laptop in Baton Rouge running non-stop for 8 hours a day, every day, for an entire year

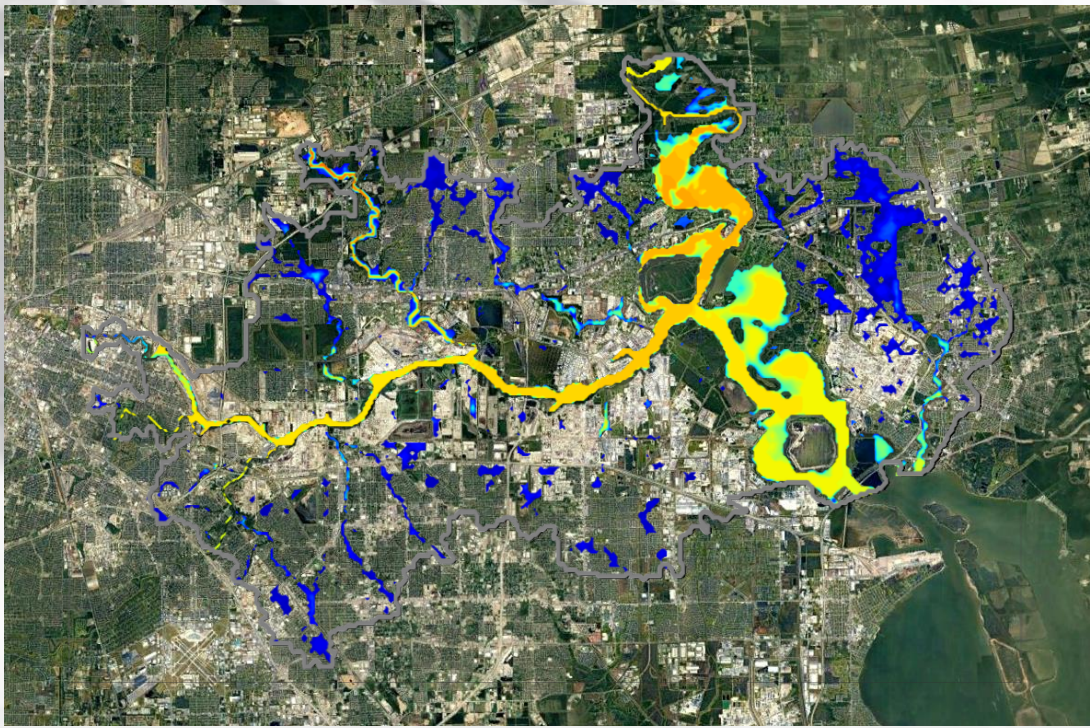


Numerical model: 15 min with 480 cores

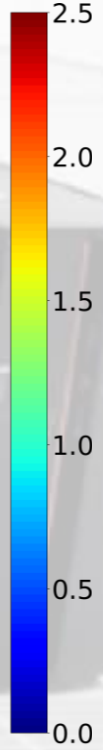
2021-9-14 6:00



Machine Learning: 4s with 1 core



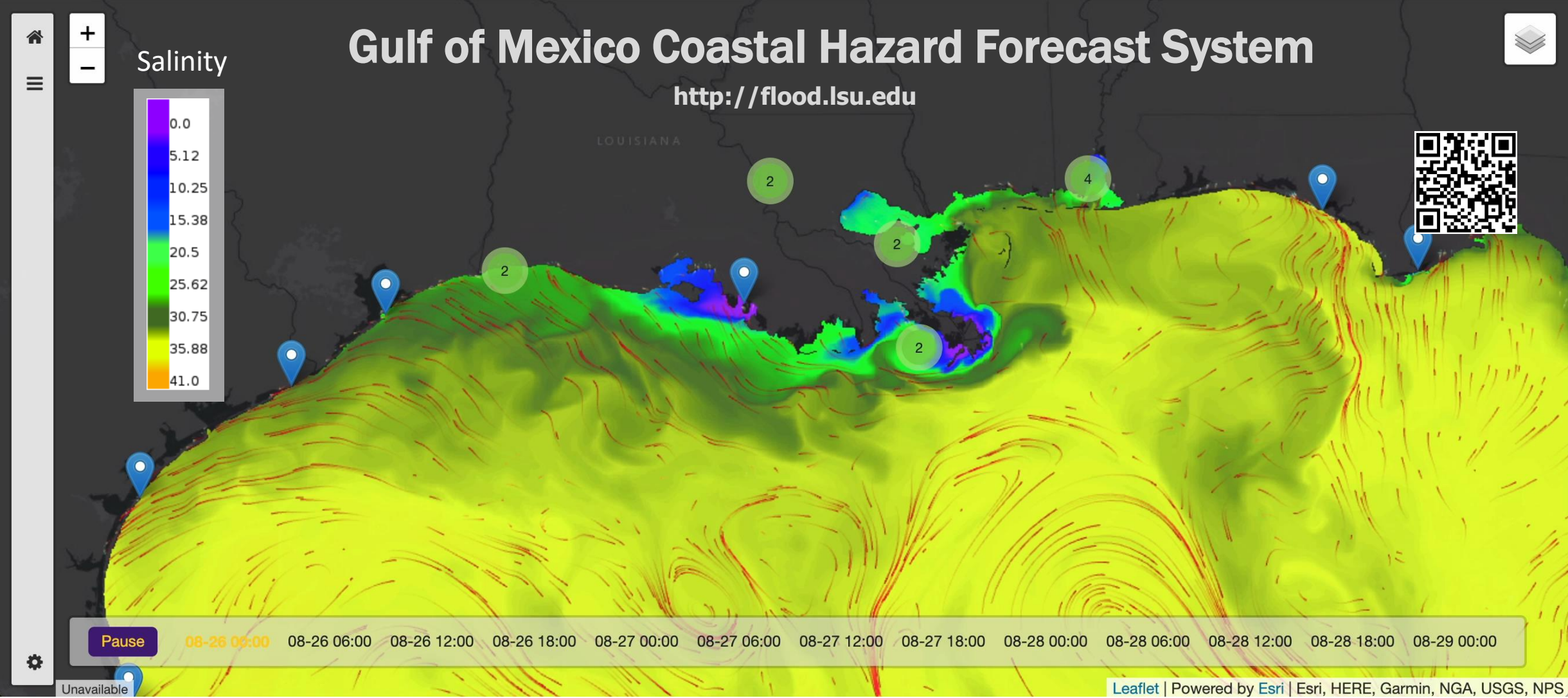
Water Level/  
Head (m)



108,000-fold efficiency increase



# Empowering Louisiana with Accurate and Efficient Forecasts





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## Board of Supervisors

### ACADEMIC COMMITTEE

# **Request from LSU A&M to Establish a Bachelor of Arts in Energy, Environment & Sustainability**

**Date: September 6, 2024**

## **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 purpose of the proposed Bachelor of Arts (BA) degree in Energy, Environment & Sustainability at LSU A&M is to provide students with interdisciplinary environmental education to prepare them for careers in sustainability roles in government or the private sector. Over the next several decades, we anticipate significant demand for graduates who have both an understanding of environmental science and how they interact with economics, policy, and business. Graduates from the program will be well prepared for careers in corporate sustainability, government, and environmental law. The flexibility of this new program will be reflected in the inclusion of a substantial number of credit hours dedicated to directed or free elective courses in the curriculum. The program will provide students with a background in the natural sciences, while also giving them a firm foundation in policy, economics, and social science. The program is designed to be interdisciplinary and integrates coursework from across the university.

Students who graduate from the program will have a broad knowledge of environmental and energy issues and their economic and social dimensions. Thus, they will be well prepared to contribute to solving coupled socio-economic-environment issues in the 21st century. These challenges include climate change and land loss, issues that are particularly troubling for Louisiana.

Importantly, there are very few programs with specific focus on energy. Since energy and climate are linked and critically important, LSU's expertise in energy systems gives it an advantage over competing programs.

## **3. Review of Business Plan**

The new program will be housed in the College of the Coast & Environment and offered both online and in traditional formats. The Department of Environmental Sciences has an existing online MS degree and therefore will leverage some of those classes for the Energy, Environment, and Sustainability program.

The program will have a faculty director. Initially, this faculty director will also be the director of the Coastal Environmental Science BS program, but as enrollment grows the positions will be split. Faculty will not be redirected away from existing programs. As enrollment increases, a part-time and then full-time advisor will be hired for the program.

#### **4. Fiscal Impact**

The primary increased cost will be advising costs which will be borne by the college. At the initial launch of the program, advising will be performed by existing staff, but as the program grows, a new advisor will be hired for the program. This will occur proactively so that an undue burden is not placed on existing advising staff. We anticipate that in the first year advising will be performed by existing staff, in the 2nd year a new staff member will be hired as an academic advisor on a part-time basis (with other responsibilities elsewhere in the college), and the proportion of time this new advisor dedicates to advising will shift in subsequent years as the program grows.

The program is designed to employ currently developed courses. As a result, no new faculty are immediately required. Depending on enrollment growth, new faculty lines might be required to ensure that some of the upper-level core courses are offered regularly. These might include faculty with expertise in energy and environmental policy.

#### **5. Description of Competitive Process**

N/A

#### **6. Review of Legal Documents**

N/A

#### **7. Parties of Interest**

Not Applicable

#### **8. Related Transactions**

Not Applicable

#### **9. Conflicts of Interest**

Not Applicable

#### **10. Attachments**

N/A

## RESOLUTION

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



# **Request from LSU A&M to Establish a Bachelor of Science in Fire & Emergency Management Administration**

**Date: September 6, 2024**

## **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 purpose of the Bachelor of Science (BS) degree in Fire & Emergency Management Administration at LSU A&M is to provide students with the knowledge, skills, and practical experience necessary to be qualified administrators in leadership positions in fire and emergency management organizations. Through a curriculum that integrates theoretical concepts with real-world applications, students will be prepared to tackle the complexities and challenges of a rapidly changing industry. In addition, it would prepare graduates for advancement in the ranks for the fire service, EMS, and emergency management.

Integrated within the curriculum is a minor in Construction Management. This provides foundational building science knowledge. Also integrated is the Disaster Science and Management minor offered by the Department of Geography and Anthropology. By integrating scientific principles with emergency management practices, graduates contribute to the state's safety and well-being.

There is a great need for graduates in the areas of fire and emergency services. Louisiana is prone to a range of natural and man-made disasters, including hurricanes, floods, tornadoes, industrial accidents, and hazardous material spills. In 2023, more than 60,000 acres in Louisiana was burned due to wildfires. The Tiger Island fire is the largest fire in Louisiana's history, burning more than 50,000 acres in 2023. Given this vulnerability, there is a demand for professionals with expertise in fire science, emergency management, disaster preparedness, and response coordination.

Individuals with a degree in fire and emergency management administration can pursue various career opportunities in both the public and private sectors, including roles in emergency management agencies, fire departments, law enforcement agencies, healthcare organizations, nonprofit organizations, and private companies that provide emergency services and consulting.

## **3. Review of Business Plan**

The new program will be housed in the College of Engineering and the program will be delivered both on campus and online. At this time, no new facilities are needed to deliver the program.

This program will be marketed to current firefighters as well as local, state, and national emergency and disaster-related agencies. Additionally, the program will also be marketed to those who would like to enter the emergency/disaster management industry.

#### **4. Fiscal Impact**

The institution will not need to cover any increased indirect costs as the LSU Online revenue will cover support for student advising or counseling. Additionally, no existing funds are being reallocated. Initially, no new additional faculty will be needed as most of the courses are existing courses and are currently being offered each semester for other degree programs. The recently hired faculty in the Construction Management Department will develop the two program courses. As the program grows, there will be a need for another faculty to add sections to reduce total course enrollments. Seeing as the majority of the courses are already offered, there will be no need to redirect faculty away from existing programs. As the program grows, there will be a need for an additional advisor to join the advising staff.

#### **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**

N/A

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to establish the Bachelor of Science in Fire & Emergency Management Administration

**Request from LSU Health Sciences Center - Shreveport to Establish the Jonathan Glass, MD & Cherie-Ann Nathan, MD Endowed Professorship in Otolaryngology/Head and Neck Surgery**

**Date: September 6, 2024**

**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-Shreveport (LSUHSC-S) requests the establishment of the Jonathan Glass, MD & Cherie-Ann Nathan, MD Endowed Professorship in Otolaryngology/Head and Neck Surgery. LSUHSC-S received \$100,000 in gifts from patients and friends of Dr. Cherie-Ann Nathan.

Dr. Nathan is an internationally recognized surgeon-scientist who specializes in treating head and neck cancer, thyroid, parathyroid, salivary gland tumors, and skin cancer. Dr. Nathan also leads an active research team and has served as the Chair of the Department of Otolaryngology/Head and Neck Surgery since 2011. Dr. Glass was the founding director of the Feist-Weiller Cancer Center at LSUHSC-S and a mentor of Dr. Nathan.

The Professorship's purpose is to enhance the clinical, academic, and research mission of the Department of Otolaryngology/Head and Neck Surgery (ENT) through the efforts of a selected ENT faculty member. LSUHSC-S is not applying for matching funds from the Board of Regents Endowed Professorships Subprogram.

**3. Review of Business Plan**

N/A

**4. Fiscal Impact**

N/A

**5. Description of Competitive Process**

N/A

**6. Review of Legal Documents**

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

**7. Parties of Interest**

N/A

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

N/A

**10. Attachments**

N/A

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU Health Sciences Center in Shreveport to establish the Jonathan Glass, MD & Cherie-Ann Nathan, MD Endowed Professorship in Otolaryngology/Head and Neck Surgery



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# Board of Supervisors

## FINANCE COMMITTEE





## Board of Supervisors

### Recommendation to Approve the Fiscal Year 2024-2025 Operating Budget

Date: September 6, 2024

#### 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 12, 2024, with a caveat that they are being submitted contingent upon action by the LSU Board of Supervisors at its September 6, 2024, meeting. The Board of Regents will hold their annual hearings on the Fiscal Year 2024-2025 operating budget submissions from each postsecondary education management board and other higher education entities on September 24, 2024.

As noted on the consolidated BOR-3 Form (page 5 of this document), the total beginning unrestricted operating budget for Fiscal Year 2024-2025, including the LSU Health Care Services Division, is \$1.397 billion. This represents a decrease of \$6.15 million or a 0.44% decrease from the final Fiscal Year 2023-2024 budget.

Estimated restricted revenues including auxiliary enterprise operations, grants and contracts, and other restricted sources total \$2.289 billion. The total Fiscal Year 2024-2025 operating budget, including estimated restricted revenues, is \$3.687 billion.

#### 3. Review of Documents Related to Referenced Matter

LSU campuses have submitted the Fiscal Year 2024-2025 operating budget in the format requested by the Board of Regents and the Division of Administration.

#### ATTACHMENTS

- I. Summary of Fiscal Year 2024-2025 Operating Budget Information
- II. Additional support materials for this item are available on the LSU Administration's web page



## Board of Supervisors

### 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, 2025, providing:

- (a) Final approval and commitment authorization of funds for unrestricted educational and general, medical, and related expenses in the amount of \$1,397,142,621 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 \$2,289,371,008.
- (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**

Consolidated Louisiana State University System  
INCLUDES Health Care Services Division

**Revenue/Expenditure Data**

Revenue/Expenditure	Actual 2023-2024	Budgeted* 2023-2024	Budgeted 2024-2025	Over/(Under) Budgeted 2023-24	% Change
<b>Revenues By Source:</b>					
<b>State Funds:</b>					
General Fund Direct	\$0	\$539,637,989	\$517,843,274	(\$21,794,715)	(4.04%)
Statutory Dedicated:	\$0	\$24,762,305	\$24,140,874	(\$621,431)	(2.51%)
Support Education in Louisiana First (SELF)	\$0	\$19,368,283	\$19,002,035	(\$366,248)	(1.89%)
Tobacco Tax Health Care Fund	\$0	\$4,071,714	\$4,166,778	\$95,064	2.33%
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%
<b>Funds Due From Management Board or Regents:</b>					
Other	\$0	\$0	\$0	\$0	0.00%
<b>Funds Due to Institutions:</b>					
Other	\$0	\$0	\$0	\$0	0.00%
Other					
<b>Total State Funds</b>	<b>\$0</b>	<b>\$564,400,294</b>	<b>\$541,984,148</b>	<b>(\$22,416,146)</b>	<b>(3.97%)</b>
<b>Revenue Over Expenditures :</b>					
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%
<b>Total Revenue Over Expenditures</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.00%</b>
<b>Interagency Transfers</b>	<b>\$0</b>	<b>\$27,550,357</b>	<b>\$27,088,885</b>	<b>(\$461,472)</b>	<b>(\$0)</b>
<b>Non-Recurring Self-Generated Carry Forward</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Self Generated Funds</b>	<b>\$0</b>	<b>\$793,025,406</b>	<b>\$809,728,523</b>	<b>\$16,703,117</b>	<b>2.11%</b>
<b>Federal Funds</b>	<b>\$0</b>	<b>\$18,315,733</b>	<b>\$18,341,065</b>	<b>\$25,332</b>	<b>0.14%</b>
<b>Interim Emergency Board</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.00%</b>
<b>Total Revenues</b>	<b>\$0</b>	<b>\$1,403,291,790</b>	<b>\$1,397,142,621</b>	<b>(\$6,149,169)</b>	<b>(0.44%)</b>
<b>Expenditures by Function:</b>					
Instruction	\$0	\$425,182,317	\$400,300,946	(\$24,881,371)	(5.85%)
Research	\$0	\$158,289,186	\$155,836,544	(\$2,452,642)	(1.55%)
Public Service	\$0	\$52,090,278	\$52,977,307	\$887,029	1.70%
Academic Support**	\$0	\$148,113,903	\$155,891,408	\$7,777,505	5.25%
Student Services	\$0	\$36,259,264	\$38,241,170	\$1,981,906	5.47%
Institutional Services	\$0	\$200,979,904	\$198,102,016	(\$2,877,888)	(1.43%)
Scholarships/Fellowships	\$0	\$157,488,981	\$177,969,894	\$20,480,913	13.00%
Plant Operations/Maintenance	\$0	\$153,880,568	\$154,501,237	\$620,669	0.40%
<b>Total E&amp;G Expenditures</b>	<b>\$0</b>	<b>\$1,332,284,401</b>	<b>\$1,333,820,522</b>	<b>\$1,536,121</b>	<b>0.12%</b>
Hospital	\$0	\$78,808,414	\$75,878,070	(\$2,930,344)	(3.72%)
Transfers out of agency	\$0	(\$7,901,025)	(\$12,555,971)	(\$4,654,946)	0.00%
Athletics	\$0	\$0	\$0	\$0	0.00%
Other	\$0	\$0	\$0	\$0	0.00%
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$1,403,191,790</b>	<b>\$1,397,142,621</b>	<b>(\$6,049,169)</b>	<b>(0.43%)</b>
<b>Expenditures by Object:</b>					
Salaries	\$0	\$602,367,198	\$627,603,988	\$25,236,790	4.19%
Other Compensation	\$0	\$49,061,307	\$45,490,274	(\$3,571,033)	(7.28%)
Related Benefits	\$0	\$263,200,297	\$261,681,530	(\$1,518,767)	(0.58%)
<b>Total Personal Services</b>	<b>\$0</b>	<b>\$914,628,803</b>	<b>\$934,775,792</b>	<b>\$20,146,990</b>	<b>2.20%</b>
Travel	\$0	\$5,896,120	\$6,364,602	\$468,482	7.95%
Operating Services	\$0	\$138,335,496	\$135,176,067	(\$3,159,429)	(2.28%)
Supplies	\$0	\$54,635,168	\$54,749,724	\$114,556	0.21%
<b>Total Operating Expenses</b>	<b>\$0</b>	<b>\$198,866,784</b>	<b>\$196,290,393</b>	<b>(\$2,576,391)</b>	<b>(1.30%)</b>
Professional Services	\$0	\$44,679,256	\$29,311,796	(\$15,367,461)	(34.40%)
Other Charges	\$0	\$196,201,467	\$196,987,116	\$785,650	0.40%
Debt Services	\$0	\$0	\$0	\$0	0.00%
Interagency Transfers	\$0	\$30,390,513	\$29,707,616	(\$682,897)	(2.25%)
<b>Total Other Charges</b>	<b>\$0</b>	<b>\$271,271,236</b>	<b>\$256,006,528</b>	<b>(\$15,264,708)</b>	<b>(5.63%)</b>
General Acquisitions	\$0	\$17,118,817	\$9,461,350	(\$7,657,467)	(44.73%)
Library Acquisitions	\$0	\$1,306,150	\$608,557	(\$697,593)	(53.41%)
Major Repairs	\$0	\$0	\$0	\$0	0.00%
<b>Total Acquisitions and Major Repairs</b>	<b>\$0</b>	<b>\$18,424,967</b>	<b>\$10,069,907</b>	<b>(\$8,355,060)</b>	<b>(45.35%)</b>
Unallotted	\$0	\$0	\$0	\$0	0.00%
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$1,403,191,790</b>	<b>\$1,397,142,621</b>	<b>(\$6,049,169)</b>	<b>(0.43%)</b>

\* This column should reflect the last approved BA-7 in FY 2023-2024

\*\*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 2023-2024	BUDGETED 2023-2024	BUDGETED 2024-2025	OVER /UNDER 2023-2024
<b>Interagency Transfers:</b>				
Medicaid	\$0	\$18,660,587	\$18,603,701	(\$56,886)
Uncompensated Care	\$0	\$0	\$0	\$0
Hospital Contracts	\$0	\$0	\$0	\$0
Lab School	\$0	\$8,889,770	\$8,485,184	(\$404,586)
Other Total	\$0	\$0	\$0	\$0
<b>Total Other Interagency Transfers</b>	<b>\$0</b>	<b>\$27,550,357</b>	<b>\$27,088,885</b>	<b>(\$461,472)</b>
<b>Non-Recurring Self-Generated Carry Forward</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Self-Generated Funds:</b>				
<b>Student Fees:</b>				
General Registration Fees	\$0	\$445,585,644	\$449,692,160	\$4,106,516
Non-Resident Fees	\$0	\$153,938,799	\$173,765,640	\$19,826,841
Academic Excellence Fee	\$0	\$23,165,038	\$23,317,796	\$152,758
Operational Fee	\$0	\$8,085,584	\$8,604,587	\$519,003
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	\$69,903,930	\$69,552,287	(\$351,643)
Student Self-Assessed Fees	\$0	\$0	\$0	\$0
All Other Mandated Fees	\$0	\$2,760,000	\$3,521,000	\$761,000
All Other Student Fees	\$0	\$15,993,656	\$14,823,951	(\$1,169,705)
<b>Total Student Fees:</b>	<b>\$0</b>	<b>\$719,432,651</b>	<b>\$743,277,421</b>	<b>\$23,844,770</b>
Hospital - Commercial/Self-Pay	\$0	\$25,378,952	\$23,575,560	(\$1,803,392)
Sales and Services of Educational Activities	\$0	\$10,084,337	\$8,091,857	(\$1,992,480)
State Grants and Contracts	\$0	\$0	\$0	\$0
Organized Activities Related to Instruction	\$0	\$0	\$0	\$0
Athletics Other than Student Fees	\$0	\$7,285,025	\$994,797	(\$6,290,228)
Other Self-Generated Funds	\$0	\$30,844,441	\$33,788,888	\$2,944,447
Proprietary School Fund Account	\$0	\$0	\$0	\$0
<b>Total Self-Generated Funds</b>	<b>\$0</b>	<b>\$793,025,406</b>	<b>\$809,728,523</b>	<b>\$16,703,117</b>
<b>Federal Funds:</b>				
Federal Program Admin.	\$0	\$0	\$0	\$0
Medicare	\$0	\$5,297,458	\$5,322,790	\$25,332
<b>Grants:</b>				
Pell	\$0	\$0	\$0	\$0
Other	\$0	\$13,018,275	\$13,018,275	\$0
<b>Total Federal Funds</b>	<b>\$0</b>	<b>\$18,315,733</b>	<b>\$18,341,065</b>	<b>\$25,332</b>
<b>Interim Emergency Board</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Revenues Other Than State Funds Appropriations</b>	<b>\$0</b>	<b>\$838,891,496</b>	<b>\$855,158,473</b>	<b>\$16,266,977</b>

**Board of Regents  
Form BOR-3**

Consolidated Louisiana State University System  
INCLUDES Health Care Services Division

**Revenue Sources - Unrestricted & Restricted**

Source:	BUDGETED 2023-2024						BUDGETED 2024-2025					
	UNRESTRICTED	% OF TOTAL	RESTRICTED	% OF TOTAL	TOTAL	% OF TOTAL	UNRESTRICTED	% OF TOTAL	RESTRICTED	% OF TOTAL	TOTAL	% OF TOTAL
<b>State Funds:</b>												
General Fund Direct	\$539,637,989	100.00%	\$0	0.00%	\$539,637,989	15.25%	\$517,843,274	100.00%	\$0	0.00%	\$517,843,274	14.05%
Statutory Dedicated	\$24,762,305	100.00%	\$0	0.00%	\$24,762,305	0.70%	\$24,140,874	100.00%	\$0	0.00%	\$24,140,874	0.65%
Support Education in Louisiana First (SELF)	\$19,368,283	100.00%	\$0	0.00%	\$19,368,283	0.55%	\$19,002,035	100.00%	\$0	0.00%	\$19,002,035	0.52%
Tobacco Tax Health Care Fund	\$4,071,714	100.00%	\$0	0.00%	\$4,071,714	0.12%	\$4,166,778	100.00%	\$0	0.00%	\$4,166,778	0.11%
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%
<b>Funds Due From Management Board or Regents:</b>												
Other	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
<b>Funds Due to Institutions:</b>												
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%
<b>Total State Funds</b>	<b>\$564,400,294</b>	<b>100.00%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$564,400,294</b>	<b>15.95%</b>	<b>\$541,984,148</b>	<b>100.00%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$541,984,148</b>	<b>14.70%</b>
<b>Interagency Transfers:</b>												
Medicaid	\$18,660,587	100.00%	\$0	0.00%	\$18,660,587	0.87%	\$18,603,701	100.00%	\$0	0.00%	\$18,603,701	0.81%
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	\$8,889,770	100.00%	\$0	0.00%	\$8,889,770	0.42%	\$8,485,184	100.00%	\$0	0.00%	\$8,485,184	0.37%
Other Total	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
<b>Total Other Interagency Transfers</b>	<b>\$27,550,357</b>	<b>100.00%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$27,550,357</b>	<b>0.78%</b>	<b>\$27,088,885</b>	<b>100.00%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$27,088,885</b>	<b>0.73%</b>
<b>Non-Recurring Self Generated Carry Forward</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$0</b>	<b>0.00%</b>
<b>Student Fees:</b>												
General Registration Fees:	\$445,585,644	91.81%	\$39,764,740	8.19%	\$485,350,384	100.00%	\$449,692,160	88.08%	\$60,831,431	11.92%	\$510,523,591	13.85%
Non-Resident Fees:	\$153,938,799	100.00%	\$0	0.00%	\$153,938,799	100.00%	\$173,765,640	100.00%	\$0	0.00%	\$173,765,640	4.71%
Academic Excellence Fee:	\$23,165,038	100.00%	\$0	0.00%	\$23,165,038	100.00%	\$23,317,796	100.00%	\$0	0.00%	\$23,317,796	0.63%
Operational Fee:	\$8,085,584	100.00%	\$0	0.00%	\$8,085,584	100.00%	\$8,604,587	100.00%	\$0	0.00%	\$8,604,587	0.23%
Student Athletic Fees	\$0	0.00%	\$4,382,640	100.00%	\$4,382,640	100.00%	\$0	0.00%	\$4,952,444	100.00%	\$4,952,444	100.00%
Other Total	\$88,657,586	66.93%	\$43,811,354	33.07%	\$132,468,940	100.00%	\$87,897,238	65.23%	\$46,850,616	34.77%	\$134,747,854	3.66%
<b>Total Student Fees:</b>	<b>\$719,432,651</b>	<b>89.11%</b>	<b>\$87,958,734</b>	<b>10.89%</b>	<b>\$807,391,385</b>	<b>22.82%</b>	<b>\$743,277,421</b>	<b>86.84%</b>	<b>\$112,634,491</b>	<b>13.16%</b>	<b>\$855,911,912</b>	<b>23.22%</b>
Hospital - Commercial/Self-Pay	\$25,378,952	55.34%	\$20,483,000	44.66%	\$45,861,952	100.00%	\$23,575,560	60.72%	\$15,250,000	39.28%	\$38,825,560	1.05%
Physician Practice Plans	\$1,281,955	17.61%	\$5,996,000	82.39%	\$7,277,955	100.00%	\$1,326,955	14.43%	\$7,869,000	85.57%	\$9,195,955	0.25%
Sales and Services of Educational Activities	\$8,818,382	17.68%	\$41,047,563	82.32%	\$49,865,945	100.00%	\$6,675,052	13.42%	\$43,055,999	86.58%	\$49,731,051	1.35%
State Grants and Contracts	\$0	0.00%	\$84,729,315	100.00%	\$84,729,315	100.00%	\$0	0.00%	\$87,658,187	100.00%	\$87,658,187	2.38%
Organized Activities Related to Instruction	\$668,519	1.23%	\$53,671,000	98.77%	\$54,339,519	100.00%	\$791,028	1.49%	\$52,131,000	98.51%	\$52,922,028	1.44%
Athletics Other than Student Fees	\$0	0.00%	\$172,215,750	100.00%	\$172,215,750	100.00%	\$0	0.00%	\$187,133,750	100.00%	\$187,133,750	5.08%
Auxiliaries (Excluding Athletics)	\$0	0.00%	\$160,684,311	100.00%	\$160,684,311	100.00%	\$0	0.00%	\$166,317,042	100.00%	\$166,317,042	4.51%
Endowment Income	\$0	0.00%	\$10,714,871	100.00%	\$10,714,871	100.00%	\$0	0.00%	\$16,649,440	100.00%	\$16,649,440	0.45%
Gifts, Grants, and Contracts	\$0	0.00%	\$1,088,081,411	100.00%	\$1,088,081,411	100.00%	\$0	0.00%	\$1,145,915,473	100.00%	\$1,145,915,473	31.08%
Other Self-Generated Funds	\$37,444,947	21.20%	\$139,160,550	78.80%	\$176,605,497	100.00%	\$34,082,507	17.22%	\$163,876,949	82.78%	\$197,959,456	5.37%
Proprietary School Fund	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
<b>Total Self-Generated Funds</b>	<b>\$793,025,406</b>	<b>29.84%</b>	<b>\$1,864,742,505</b>	<b>70.16%</b>	<b>\$2,657,767,911</b>	<b>75.12%</b>	<b>\$809,728,523</b>	<b>28.83%</b>	<b>\$1,998,491,331</b>	<b>71.17%</b>	<b>\$2,808,219,854</b>	<b>76.18%</b>
<b>Federal Funds:</b>												
Federal Program Admin.	\$0	0.00%	\$6,700	100.00%	\$6,700	100.00%	\$0	0.00%	\$8,100	100.00%	\$8,100	0.00%
Medicare	\$5,297,458	100.00%	\$0	0.00%	\$5,297,458	100.00%	\$5,322,790	100.00%	\$0	0.00%	\$5,322,790	0.14%
<b>Grants:</b>												
Pell	\$0	0.00%	\$63,016,452	100.00%	\$63,016,452	100.00%	\$0	0.00%	\$77,300,000	100.00%	\$77,300,000	2.10%
Other	\$13,018,275	5.92%	\$207,052,567	94.08%	\$220,070,842	100.00%	\$13,018,275	5.75%	\$213,571,577	94.25%	\$226,589,852	6.15%
<b>Total Federal Funds</b>	<b>\$18,315,733</b>	<b>6.35%</b>	<b>\$270,075,719</b>	<b>93.65%</b>	<b>\$288,391,452</b>	<b>8.15%</b>	<b>\$18,341,065</b>	<b>5.93%</b>	<b>\$290,879,677</b>	<b>94.07%</b>	<b>\$309,220,742</b>	<b>8.39%</b>
<b>Interim Emergency Board</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$0</b>	<b>0.00%</b>
<b>Total Revenues</b>	<b>\$1,403,291,790</b>	<b>39.66%</b>	<b>\$2,134,818,224</b>	<b>60.34%</b>	<b>\$3,538,110,014</b>	<b>100.00%</b>	<b>\$1,397,142,621</b>	<b>37.90%</b>	<b>\$2,289,371,008</b>	<b>62.10%</b>	<b>\$3,686,513,629</b>	<b>100.00%</b>

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



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## Board of Supervisors

### PROPERTY AND FACILITIES COMMITTEE



## **Board of Supervisors**

### **Request for Approval of the FY 2025-2026 Five-Year Capital Outlay Budget Request and First Year Prioritized List for Louisiana State University**

**Date: September 6, 2024**

#### **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 1<sup>st</sup>. 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 2025-26 (Year 1)	FY 2026-27 (Year 2)	FY 2027-28 (Year 3)	FY 2028-29 (Year 4)	FY 2029-30 (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	\$74,960,000	\$73,515,000	\$0	\$0	\$0	\$0	\$148,475,000
2	C	LSU A&M	Strategic Capital Plan – Deferred Maintenance for Infrastructure, Renovations and Streets	GOB	\$11,500,000	\$37,046,176	\$0	\$0	\$0	\$0	\$48,546,176
3	C	LSU A&M	Louisiana State University Library	SG/GOB	\$40,254,349	\$5,000,000	\$70,000,000	\$39,497,000	\$0	\$0	\$154,751,349
4	N	LSU A&M	South Quad Infrastructure	GOB	\$0	\$5,000,000	\$0	\$0	\$0	\$0	\$5,000,000
5	C	LSU A&M	Construction Management & Engineering Sciences Building	SG/GOB	\$75,000,000	\$13,000,000	\$19,000,000	\$0	\$0	\$0	\$107,000,000
6	C	LSU A&M	Military and Security Sciences Center	GOB	\$5,500,000	\$17,500,000	\$0	\$0	\$0	\$0	\$23,000,000
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	\$39,000,000	\$1,000,000	\$5,000,000	\$0	\$0	\$0	\$45,000,000
9	N	LSU A&M	Foster Hall Renovations	GOB	\$0	\$3,000,000	\$15,000,000	\$12,000,000	\$0	\$0	\$30,000,000
10	N	LSU A&M	New Biomedical Research Building	GOB	\$0	\$10,000,000	\$50,000,000	\$40,000,000	\$0	\$0	\$100,000,000
11	N	LSU A&M	University Lab School - STEAM Building	GOB	\$0	\$3,400,000	\$25,000,000	\$5,600,000	\$0	\$0	\$34,000,000
12	N	LSU A&M	LSU Library Demolition & Quad Restoration	GOB	\$0	\$0	\$1,200,000	\$10,300,000	\$0	\$0	\$11,500,000
13	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
14	N	LSU A&M	Research Operations and Academic Remote Storage	GOB	\$0	\$0	\$1,300,000	\$11,700,000	\$0	\$0	\$13,000,000
<b>Total</b>					<b>\$248,214,349</b>	<b>\$172,461,176</b>	<b>\$201,550,000</b>	<b>\$140,247,000</b>	<b>\$40,550,000</b>	<b>\$12,250,000</b>	<b>\$815,272,525</b>

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2025-26 (Year 1)	FY 2026-27 (Year 2)	FY 2027-28 (Year 3)	FY 2028-29 (Year 4)	FY 2029-30 (Year 5)	Total
1	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	C	LSU BOS	Life Safety and ADA Compliance All Campuses	GOB	\$0	\$2,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$0	\$20,000,000
<b>Total</b>					<b>\$0</b>	<b>\$8,000,000</b>	<b>\$12,000,000</b>	<b>\$12,000,000</b>	<b>\$12,000,000</b>	<b>\$0</b>	<b>\$44,000,000</b>

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2025-26 (Year 1)	FY 2026-27 (Year 2)	FY 2027-28 (Year 3)	FY 2028-29 (Year 4)	FY 2029-30 (Year 5)	Total
1	C	LSUA	Student Success Center	SG/GOB	\$14,000,000	\$0	\$0	\$0	\$0	\$0	\$14,000,000
2	C	LSUA	Downtown Health Services Education Center	SG/GOB	\$10,900,000	\$20,000,000	\$9,185,000	\$0	\$0	\$0	\$40,085,000
3	N	LSUA	Bolton Library Repairs	GOB	\$0	\$2,562,750	\$2,850,000	\$0	\$0	\$0	\$5,412,750
4	N	LSUA	Fitness Center Exterior Project	GOB	\$0	\$0	\$300,000	\$0	\$0	\$0	\$300,000
5	N	LSUA	Water System Equipment Replacement	GOB	\$0	\$0	\$210,000	\$0	\$0	\$0	\$210,000
6	N	LSUA	Business and Education Building	GOB	\$0	\$0	\$1,421,000	\$0	\$0	\$0	\$1,421,000
<b>Total</b>					<b>\$24,900,000</b>	<b>\$22,562,750</b>	<b>\$13,966,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$61,428,750</b>

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2025-26 (Year 1)	FY 2026-27 (Year 2)	FY 2027-28 (Year 3)	FY 2028-29 (Year 4)	FY 2029-30 (Year 5)	Total
1	C	LSUE	STEAM Innovation Center Construction - Phase I	SG/GOB	\$4,750,000	\$20,000,000	\$7,900,000			\$0	\$32,650,000
2	C	LSUE	Athletic Complex Facility	SG/GOB	\$11,500,000	\$9,000,000	\$0	\$0	\$0		\$20,500,000
3	N	LSUE	STEAM Innovation Center Renovation Phase II	SG/GOB	\$0	\$1,000,000	\$6,000,000	\$23,000,000			\$30,000,000
4	N	LSUE	H&PE Natatorium Renovation		\$0	\$100,000	\$900,000				\$1,000,000
5	N	LSUE	Athletic Complex Phase II	SG/GOB			\$1,000,000	\$2,500,000	\$2,500,000	\$0	\$6,000,000
6	N	LSUE	Athletic Complex Phase III	SG/GOB						\$1,000,000	\$1,000,000
<b>Total</b>					<b>\$10,000,000</b>	<b>\$30,100,000</b>	<b>\$15,800,000</b>	<b>\$25,500,000</b>	<b>\$2,500,000</b>	<b>\$12,300,000</b>	<b>\$91,150,000</b>

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2025-26 (Year 1)	FY 2026-27 (Year 2)	FY 2027-28 (Year 3)	FY 2028-29 (Year 4)	FY 2029-30 (Year 5)	Total
1	C	LSUS	Building Exterior Walls & Bridge Repair	GOB	\$3,510,000	\$196,753	\$0	\$0	\$0	\$0	\$3,706,753
2	N	LSUS	HPE Renovation for Student Wellness Facility & Campus Repairs	GOB		\$90,000	\$8,910,000		\$0	\$0	\$9,000,000
4	N	LSUS	Campus Wide Safety & Security Improvements lighting/ADA Accessibility Compliance	GOB		\$0	\$500,000	\$1,000,000	\$1,000,000	\$500,000	\$3,000,000
<b>Total</b>					<b>\$3,510,000</b>	<b>\$286,753</b>	<b>\$9,410,000</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$500,000</b>	<b>\$15,706,753</b>

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2025-26 (Year 1)	FY 2026-27 (Year 2)	FY 2027-28 (Year 3)	FY 2028-29 (Year 4)	FY 2029-30 (Year 5)	Total
1	C	HSCNO	Medical Education Building Laboratory Renovation <sup>1</sup>	SG/GOB	\$34,000,000	\$80,000,000	\$0	\$0	\$0	\$0	\$114,000,000
2	C	HSCNO	Facility Renovation - Dental School Simulation Facility (Dental School Modernization) <sup>2</sup>	SG/GOB	\$8,000,000	\$15,000,000	\$25,000,000	\$32,000,000	\$0	\$0	\$80,000,000
3	C	HSCNO	MEB 4th Floor Gross Anatomy Lab & Virtual Anatomy Lab <sup>3</sup>	SG/GOB	\$5,000,000	\$8,000,000	\$8,000,000	\$6,950,000	\$0	\$0	\$27,950,000
4	C	HSCNO	Center for Advanced Learning and Simulation Infrastructure and Equipment <sup>4</sup>	GOB	\$2,800,000	\$10,200,000	\$8,000,000	\$9,000,000	\$0	\$0	\$30,000,000
5	C	HSCNO	Elevated Walkways Structural and ADA Improvements <sup>5</sup>	SG/GOB	\$3,000,000	\$5,000,000	\$2,700,000	\$0	\$0	\$0	\$10,700,000
6	C	HSCNO	Campus Stormwater Infrastructure Upgrades <sup>6</sup>	SG/GOB	\$3,900,000	\$3,000,000	\$5,000,000	\$5,000,000	\$2,500,000	\$0	\$19,400,000
7	N	HSCNO	School of Nursing Renovation & Waterproofing <sup>7</sup>	SG/GOB	\$0	\$6,000,000	\$30,000,000	\$20,000,000	\$27,000,000	\$0	\$83,000,000
8	N	HSCNO	Student Success Center	GOB	\$0	\$3,000,000	\$14,000,000	\$10,000,000	\$0	\$0	\$27,000,000
9	N	HSCNO	Resource Center Administration Renovation (Floors 5-8)	GOB	\$0	\$3,000,000	\$7,500,000	\$7,500,000	\$10,000,000	\$5,000,000	\$33,000,000
10	N	HSCNO	School of Graduate Studies and/or Office of Research Services		\$0	0	\$1,400,000	\$8,000,000	\$2,000,000	\$0	\$11,400,000
11	N	HSCNO	New MEB Entrance for Safety and Accessibility		\$0	\$0	\$0	\$2,500,000	\$5,000,000	\$2,500,000	\$10,000,000
12	N	HSCNO	Renovate Existing Campus Building for Public Health		\$0	\$0	\$0	\$0	\$5,000,000	\$25,000,000	\$30,000,000
13	N	HSCNO	New Student Outreach Clinic Building		\$0	\$0	\$0	\$0	\$10,000,000	\$80,000,000	\$90,000,000
14	N	HSCNO	New Research Building for National Cancer Institute Designation		\$0	\$0	\$0	\$0	\$30,000,000	\$270,000,000	\$300,000,000
15	N	HSCNO	New Parking Garage		\$0	\$0	\$0	\$0	\$5,000,000	\$30,000,000	\$35,000,000
<b>Total</b>					<b>\$56,700,000</b>	<b>\$133,200,000</b>	<b>\$101,600,000</b>	<b>\$100,950,000</b>	<b>\$96,500,000</b>	<b>\$412,500,000</b>	<b>\$901,450,000</b>



Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2025-26 (Year 1)	FY 2026-27 (Year 2)	FY 2027-28 (Year 3)	FY 2028-29 (Year 4)	FY 2029-30 (Year 5)	Total
1	C	AgCenter	Dean Lee Tornado Damage Building Repairs and Reconstruction	GOB	\$3,500,000	\$1,000,000					\$4,500,000
2	N	AgCenter	AgCenter and Veterinary Medicine Innovation Center	GOB	\$0	\$9,000,000	\$50,000,000	\$39,000,000		\$0	\$98,000,000
3	C	AgCenter	Food Innovation Center	SG/GOB	\$5,600,000	\$1,000,000	\$5,000,000				\$11,600,000
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		\$61,943,343
5	C	AgCenter	Renewable and Natural Resources Building Repairs	GOB	\$10,300,000	\$1,000,000	\$4,200,000				\$15,500,000
6	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
7	N	AgCenter	New Shop/Equipment Storage - Rice RS	SG		\$2,000,000					\$2,000,000
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
				<b>Total</b>	<b>\$56,869,800</b>	<b>\$19,717,871</b>	<b>\$102,880,586</b>	<b>\$49,159,585</b>	<b>\$13,163,500</b>	<b>\$14,092,000</b>	<b>\$255,883,343</b>

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2025-26 (Year 1)	FY 2026-27 (Year 2)	FY 2027-28 (Year 3)	FY 2028-29 (Year 4)	FY 2029-30 (Year 5)	Total
1	N	PBRC	Replacement of Underground Chilled Water & Hot Water Piping, Both Supply and Return	GOB	\$2,000,000	\$3,100,000	\$0	\$0	\$0	\$0	\$5,100,000
				<b>Total</b>	<b>\$2,000,000</b>	<b>\$3,100,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,100,000</b>

**LSU BOARD OF SUPERVISORS  
FY 2025-2026 Capital Outlay  
Recommendations in Priority Order**

August 14, 2024

Campus Priority	System Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2025-26 (Year 1)	FY 2026-27 (Year 2)	FY 2027-28 (Year 3)	FY 2028-29 (Year 4)	FY 2029-30 (Year 5)	Total
1	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	\$74,960,000	\$73,515,000	\$0	\$0	\$0	\$0	\$148,475,000
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
2	4	C	LSU A&M	Strategic Capital Plan – Deferred Maintenance for Infrastructure, Renovations and Streets	GOB	\$11,500,000	\$45,046,176	\$0	\$0	\$0	\$0	\$56,546,176
3	5	C	LSU A&M	Louisiana State University Library	SG/GOB	\$40,254,349	\$5,000,000	\$70,000,000	\$39,497,000	\$0	\$0	\$154,751,349
5	6	C	LSU A&M	Military and Security Sciences Center	GOB	\$5,500,000	\$17,500,000	\$0	\$0	\$0	\$0	\$23,000,000
1	7	C	LSUE	STEAM Innovation Center Construction - Phase I	G.O. /SG	\$4,750,000	\$20,000,000	\$7,900,000	\$0	\$0	\$0	\$32,650,000
2	8	C	HSC-NO	Facility Renovation - Dental School Simulation Facility (Dental School Modernization)	SG/GOB	\$8,000,000	\$15,000,000	\$25,000,000	\$32,000,000	\$0	\$0	\$80,000,000
1	9	C	HSC-NO	Medical Education Building Laboratory Renovation	SG/GOB	\$34,000,000	\$80,000,000	\$0	\$0	\$0	\$0	\$114,000,000
2	10	C	HSCS	Center for Medical Education & Wellness, Planning and Construction	GOB, S/G	\$81,595,303	\$0	\$0	\$0	\$0	\$0	\$81,595,303
1	11	C	LSUS	Building Exterior Walls & Bridge Repair	GOB	\$3,510,000	\$196,753	\$0	\$0	\$0	\$0	\$3,706,753
4	12	C	LSU A&M	Construction Management & Engineering Sciences Building	SG/GOB	\$75,000,000	\$0	\$32,000,000	\$0	\$0	\$0	\$107,000,000
6	13	C	HSC-NO	Campus Stormwater Infrastructure Upgrades	SG/GOB	\$3,900,000	\$3,000,000	\$5,000,000	\$5,000,000	\$2,500,000	\$0	\$19,400,000
2	14	C	LSUA	Downtown Health Services Education Center	SG/GOB	\$10,900,000	\$20,000,000	\$9,185,000	\$0	\$0	\$0	\$40,085,000
1	15	C	LSUA	Student Success Center	SG/GOB	\$14,000,000	\$0	\$0	\$0	\$0	\$0	\$14,000,000
4	16	E	HSCS	Comprehensive Emergency Water Supply Improvements, Planning and Construction (Caddo)	GOB	\$2,900,000	\$7,501,650	\$0	\$0	\$0	\$0	\$10,401,650
3	17	C	HSCS	Gross Anatomy Lab Expansion and Modernization, Planning and Construction (Caddo)	GOB	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$3,000,000
1	18	N	HSCS	New Research Building, Planning and Construction (Caddo)	GOB, S/G	\$0	\$5,000,000	\$50,000,000	\$45,000,000	\$0	\$0	\$100,000,000
3	19	C	HSC-NO	MEB 4th Floor Gross Anatomy Lab & Virtual Anatomy Lab	SG/GOB	\$5,000,000	\$8,000,000	\$8,000,000	\$6,950,000	\$0	\$0	\$27,950,000
3	20	N	LSUE	STEAM Innovation Center Renovation Phase II	G.O. /SG	\$0	\$1,000,000	\$6,000,000	\$23,000,000	\$0	\$0	\$30,000,000
4	21	C	HSC-NO	Center for Advanced Learning and Simulation Infrastructure and Equipment	GOB	\$2,800,000	\$10,200,000	\$8,000,000	\$9,000,000	\$0	\$0	\$30,000,000
5	22	C	HSC-NO	Elevated Walkways Structural and ADA Improvements	SG/GOB	\$3,000,000	\$5,000,000	\$2,700,000	\$0	\$0	\$0	\$10,700,000
1	23	N	PBRC	Replacement of Underground Chilled Water & Hot Water Piping, Both Supply and Return	G.O.	\$2,000,000	\$3,100,000	\$0	\$0	\$0	\$0	\$5,100,000
2	24	C	LSUE	Athletic Complex Facility	G.O. /SG	\$11,500,000	\$9,000,000	\$0	\$0	\$0	\$0	\$20,500,000
7	25	C	LSU A&M	Veterinary Medicine Facilities Repairs	SG/GOB	\$39,000,000	\$1,000,000	\$5,000,000	\$0	\$0	\$0	\$45,000,000
6	26	C	LSU A&M	Historic Core – Strategic Capital Plan Repairs and Renovations	SG/GOB	\$2,000,000	\$4,000,000	\$12,250,000	\$12,250,000	\$12,250,000	\$12,250,000	\$55,000,000
4	27	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
7	28	N	HSC-NO	School of Nursing Renovation & Waterproofing	SG&GOB	\$0	\$6,000,000	\$30,000,000	\$20,000,000	\$27,000,000	\$0	\$83,000,000
2	29	N	LSUS	HPE Renovation for Student Wellness Facility & Campus Repairs	GOB	\$0	\$90,000	\$8,910,000	\$0	\$0	\$0	\$9,000,000
5	30	C	AgCenter	Renewable and Natural Resources Building Repairs	GOB	\$10,300,000	\$1,000,000	\$4,200,000	\$0	\$0	\$0	\$15,500,000
2	31	N	AgCenter	AgCenter and Veterinary Medicine Innovation Center	GOB	\$0	\$9,000,000	\$50,000,000	\$39,000,000	\$0	\$0	\$98,000,000
3	32	N	LSUA	Bolton Library Repairs	GOB	\$0	\$2,562,750	\$2,850,000	\$0	\$0	\$0	\$5,412,750
7	33	N	AgCenter	New Shop/Equipment Storage - Rice RS	SG	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$2,000,000

**LSU BOARD OF SUPERVISORS  
FY 2025-2026 Capital Outlay  
Recommendations in Priority Order**

August 14, 2024

Campus Priority	System Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2025-26 (Year 1)	FY 2026-27 (Year 2)	FY 2027-28 (Year 3)	FY 2028-29 (Year 4)	FY 2029-30 (Year 5)	Total
8	34	N	LSU A&M	Foster Hall Renovations	GOB	\$0	\$3,000,000	\$15,000,000	\$12,000,000	\$0	\$0	\$30,000,000
4	35	N	LSUE	H&PE Natatorium Renovation	GOB	\$0	\$100,000	\$900,000	\$0	\$0	\$0	\$1,000,000
3	36	C	AgCenter	Food Innovation Center	SG/GOB	\$5,600,000	\$1,000,000	\$5,000,000	\$0	\$0	\$0	\$11,600,000
1	37	C	AgCenter	Dean Lee Tornado Damage Building Repairs and Reconstruction	GOB	\$3,500,000	\$1,000,000	\$0	\$0	\$0	\$0	\$4,500,000
6	38	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
8	39	N	HSC-NO	Student Success Center	GOB	\$0	\$3,000,000	\$14,000,000	\$10,000,000	\$0	\$0	\$27,000,000
10	40	N	LSU A&M	New Biomedical Research Building	GOB	\$0	\$10,000,000	\$50,000,000	\$40,000,000	\$0	\$0	\$100,000,000
9	41	N	LSU A&M	University Lab School - STEAM Building	GOB	\$0	\$3,400,000	\$25,000,000	\$5,600,000	\$0	\$0	\$34,000,000
5	42	C	HSCS	Stonewall Animal Research and Training Facility	GOB	\$1,000,000	\$0	\$550,000	\$3,894,000		\$0	\$5,444,000
9	43	N	HSC-NO	Resource Center Administration Renovation (Floors 5-8)	GOB	\$0	\$3,000,000	\$7,500,000	\$7,500,000	\$10,000,000	\$5,000,000	\$33,000,000
				<b>Total</b>		<b>\$496,939,452</b>	<b>\$391,930,200</b>	<b>\$510,625,586</b>	<b>\$327,498,585</b>	<b>\$64,017,500</b>	<b>\$17,250,000</b>	<b>\$1,803,261,324</b>

# **Recommendation from LSU A&M to Authorize the President to Execute a Lease with Tiger Athletic Foundation for Resurfacing Portions of Bernie Moore Track Stadium**

**Date: September 6, 2024**

## **1. Bylaw Citation**

Pursuant to Article VII, Section 1.

G. Capital Improvements. Any contract or series of related contracts for the construction, renovation, or other capital improvement of buildings or other immovable property of the Board where either:

1. the construction cost is projected to be greater than \$1 million.

## **2. Summary of the Matter**

LSU A&M requests consideration and approval to lease Bernie Moore Track Stadium to Tiger Athletic Foundation (“TAF”) for the purpose of permitting TAF to remove and replace portions of the existing artificial track surfaces located inside the oval (where events including pole vault, triple jump and high jump occur), evaluate and repair of sub-surfaces as necessary and make related improvements (the “Work”) at TAF’s cost and in strict accordance with plans and specifications approved by LSU and applicable LSU policies and procedures.

The proposed lease would be effective as of November 15, 2024, or the date upon which all of the following have occurred, whichever is later: (a) the lease is executed and delivered by both parties; (b) all necessary approvals of the lease, as required by applicable laws, are obtained; and, (c) plans and specifications have been approved and a notice to proceed has been authorized and issued in accordance with the terms of the lease. TAF will use commercially reasonable best efforts to complete the Work on or before January 31, 2025, and the lease will terminate on either March 1, 2025, or donation of the completed Work to LSU, whichever is earlier, unless extended upon written consent by the President of LSU.

## **3. Review of Business Plan**

TAF has sufficient accumulated funds and private contributions that may be used for the purpose of paying costs incurred by TAF for design and construction of the Work and related expenses.

## **4. Fiscal Impact**

The cost of constructing the Work is currently estimated at an amount not to exceed One Million Six Hundred Thousand (\$1,600,000) Dollars including materials and installation as well as marking and certification of resurfaced areas. The estimated cost of the Work may be increased only with the written consent of TAF and the President of LSU. All costs and expenses shall be paid by TAF from private funds. The Improvements will be donated to LSU upon completion.



## **5. Description of Competitive Process**

To maintain the consistency of artificial surfaces and warranties throughout the venue, a proposed lump sum contract will be negotiated with Mondo USA, Inc., and its local supplier. TAF supports the University's engagement efforts including its Supplier Engagement Program. TAF, consistent with its obligations of good stewardship, and its contractors shall use good faith, commercially reasonable efforts to provide opportunities for minority, women and Native-American owned, small and other historically underutilized businesses ("HUBs") to compete for project related business when selecting subcontractors, suppliers and other providers. TAF further commits to obtain and provide the University with periodic reports during the Lease Term (a) identifying HUBs engaged on the Project (b) goods or services supplied or to be supplied by HUBs in connection with the Project, (c) the value of the goods or services provided, and (d) such other information as may be reasonably requested.

## **6. Review of Legal Documents**

Before execution by the President, all legal documents will be reviewed by LSU for legal sufficiency and compliance with LSU policies, procedures and practices. Pursuant to the terms of the attached draft lease, the Board will grant to TAF and its contractors rights of access and use of LSU property for the sole purpose of permitting the Work. Lease provisions include requirements that: construction must be at TAF's expense; contractors must be licensed in Louisiana and provide labor and materials payment bonds for the full amount of the construction contract naming TAF and the Board; unless waived by the LSU Representative, contractors must provide specific insurance in certain minimum amounts naming the Board and TAF as additional insureds; and, Plans and Specifications must be approved by the LSU Representative prior to commencement of construction.

## **7. Parties of Interest**

Board, LSUA&M, Tiger Athletic Foundation, Mondo USA, Inc. and Geo Surfaces, a Tencate Company, are the primary parties in interest.

## **8. Related Transactions**

None

## **9. Conflicts of Interest**

None

## **10. Attachments:**

- Draft Lease and Notice of Lease for Resurfacing Portions of Bernie Moore Track Stadium.

## **RECOMMENDATION:**

The Staff recommends the Board consider and approve the resolution(s) set forth below.

**RESOLUTION:**

**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 improvements Bernie Moore Track Stadium, including resurfacing of certain portions of the artificial track surfaces, 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.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

R.S. 9:2742

**NOTICE OF LEASE**

BE IT KNOWN, that as of the \_\_\_ day of \_\_\_\_\_, 2024, the undersigned parties made and entered into a **Lease Agreement for Resurfacing Portions of Bernie Moore Track Stadium** pursuant to which Lessor, for good and valuable consideration, leased the immovable property described herein to Lessee.

**LESSOR’S NAME:** BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE

**LESSEE’S NAME:** TIGER ATHLETIC FOUNDATION

**LEASE TERM:** Approximately November 15, 2024, through March 1, 2025, unless terminated earlier or extended in accordance with applicable lease terms. The term of the lease may be extended by written agreement executed by both parties and verified via amendment to this Notice of Lease signed by both parties.

**DESCRIPTION OF LEASED PROPERTY:** See, Property Description attached as Exhibit “A”.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

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

BY: \_\_\_\_\_

William F. Tate IV  
President of LSU

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**TIGER ATHLETIC FOUNDATION**

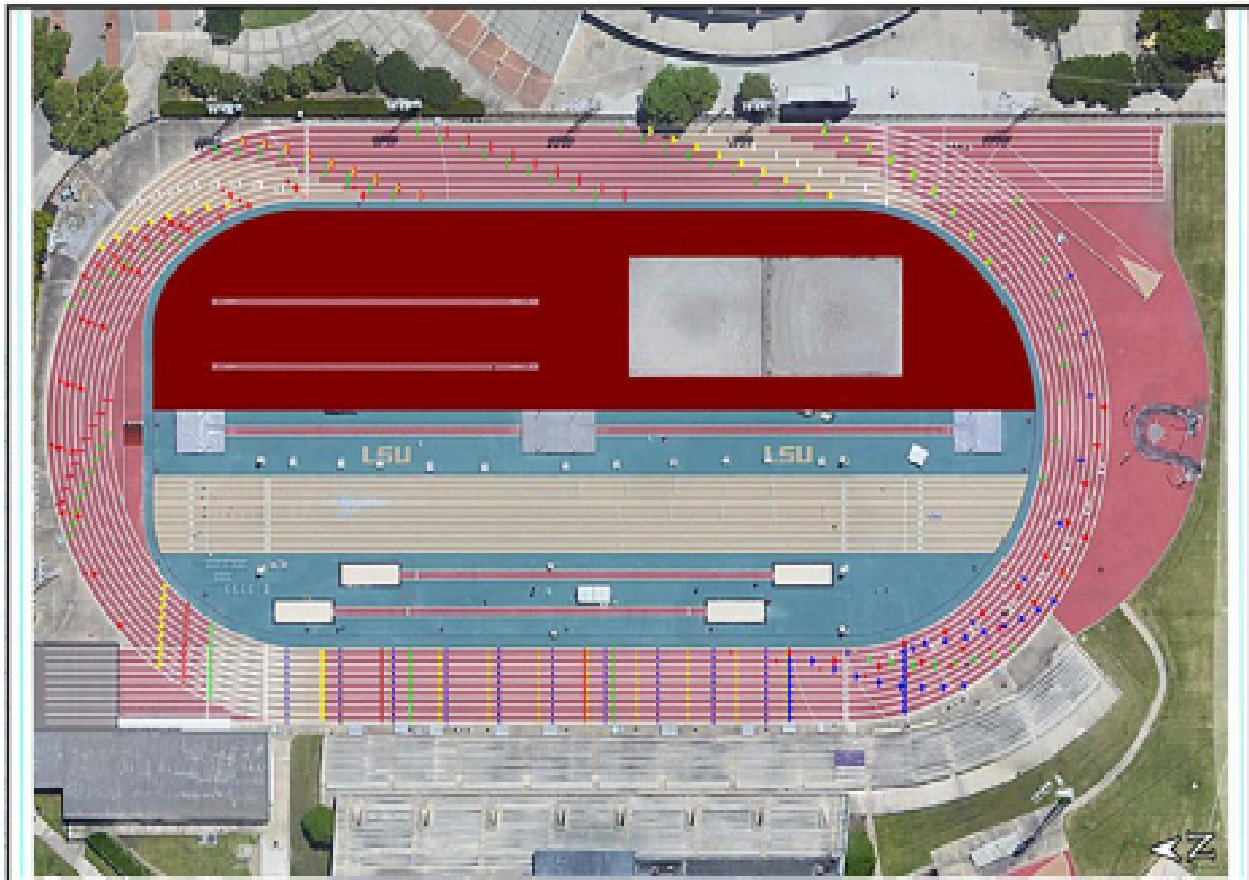
BY: \_\_\_\_\_

Matthew T. Borman, President & CEO

**EXHIBIT "A" TO NOTICE OF LEASE  
PROPERTY DESCRIPTION**

Bernie Moore Track Stadium (including marked competition areas shown on the diagram below) on the Campus of Louisiana State University and Agricultural & Mechanical College in Baton Rouge, Louisiana, bounded on the south by North Stadium Drive, on the west by Nicholson Drive, on the north by the Carl Maddox Field House and on the east by the Pete Maravich Assembly Center.

**EAST SIDE**



**WEST SIDE**

**LEASE AGREEMENT FOR RESURFACING PORTIONS OF  
BERNIE MOORE TRACK STADIUM**

**THIS LEASE AGREEMENT FOR RESURFACING PORTIONS OF BERNIE MOORE TRACK STADIUM** (herein "Lease") is entered into as of the dates indicated on the attached Acknowledgments, by and between,

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**, a public constitutional corporation organized and existing under the Constitution and laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, said State, appearing herein through, William F. Tate IV, in his capacity as President of LSU, duly authorized and empowered by resolution of said Board of Supervisors (hereinafter referred to as "Board"),

and

**TIGER ATHLETIC FOUNDATION**, a Louisiana non-profit corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, herein appearing through and represented by Matthew T. Borman, its duly authorized President and Chief Executive Officer (hereinafter referred to as "Foundation"),

provides as follows:

**WITNESSETH**

**WHEREAS**, Foundation 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 Louisiana State University and Agricultural and Mechanical College ("University"), a higher education institution under the management and supervision of Board;

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

**WHEREAS**, Board is the owner of the immovable property including but not limited to an outdoor track and field facility known as Bernie Moore Track Stadium (“Stadium”) and other improvements described on Exhibit “A” (the immovable property, Stadium and other improvements described on Exhibit “A” are sometimes collectively referred to as the “Land”);

**WHEREAS**, Foundation desires to lease the Land for the purposes of removing and replacing certain portions of the existing artificial surface, evaluating the condition of the subsurface and making related improvements, all at Foundation’s expense and in accordance with design standards established by the Board and/or University, and Board desires to grant Foundation such a lease and limited rights of use and access in order to facilitate construction of such improvements; and,

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

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

#### **CERTAIN TERMS DEFINED**

“**Applicable Laws**,” refers to all laws, statutes, rules, regulations, ordinances, building codes, resolutions and orders of any Governmental Authority, including but not limited to applicable rules, regulations and architectural standards of University and Board, 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**,” refers to any architect or other design professional, including their permitted successors and assigns, engaged by Foundation to perform architectural or design services with respect to any phase of the design and/or construction renovation of the Improvements or any substitute or successor architect or other design professional engaged by Foundation.

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

**“Contractor,”** refers to the contractor or contractors selected by Foundation to construct the Improvements and their permitted successors and assigns.

**“Effective Date,”** refers to November 15, 2024, or the date upon which all of the following have occurred, whichever is later: (a) this Lease is executed and delivered by the parties hereto; (b) all necessary approvals of this Lease, as required by Applicable Laws, are obtained; and, (c) the final Plans and Specifications have been approved and a Notice to Proceed has been authorized and issued in accordance with the terms of this Lease, including but not limited to Section 4.1B.

**"Force Majeure,"** refers to 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 slow down or work stopped; and, (c) any other similar cause or similar event beyond the reasonable control of the Foundation.

**“Governmental Authorities,”** refers to any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, parish, district, municipality, city or otherwise) whether now or hereafter in existence.

**“Improvements,”** refers to the improvements and related work to be made by Foundation in accordance with the Plans and Specifications and the terms of this Lease, said improvements including, but not limited to, the following: removal and replacement of the existing track surfaces inside the oval (where events including pole vault, triple jump and high jump occur), evaluation of and repair of subsurface as necessary and related improvements in Bernie Moore Track Stadium.

**“LSU”** refers to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, including the campus of the Board at which the Work is to be performed.

**“LSU Representative”**, refers to the President of LSU or the Executive Vice President for Finance and Administration and COO of LSU acting as the President’s designee. With respect to matters involving construction and design, including, without limitation, approvals of Plans and Specifications, Construction Contracts, Change Orders, Notices to Proceed, Punch Lists, and Substantial Completion, the term LSU Representative shall refer to the LSU Associate Vice President for Facility and Property Oversight.

**“LSU Rules and Regulations”** refers to all current and future rules, regulations, procedures and directives promulgated by or pursuant to authority granted to LSU.

**“LSU Construction Monitor,”** one or more persons designated and authorized from time to time by the Associate Vice President for Facilities and Property Oversight to monitor Foundation’s construction progress during the construction phase of the Improvements or any other Work who shall be either a licensed architect or a licensed engineer. The initial LSU

Construction Monitor shall be LSU's Director of Planning, Design and Construction.

**"Payment and Performance Bonds,"** refers to payment and performance bonds required in connection with performance of the Work and described in Section 4D of this Lease.

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

**"Punch List,"** refers to a list prepared by the Architect and approved by the LSU Construction Monitor and the LSU Representative, which sets forth those items of Work to be completed following Substantial Completion, prior to final acceptance.

**"Substantial Completion,"** refers to the date or dates on which (a) the Architect or other official has certified to Foundation that the Work (or, if approved by the LSU 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 LSU 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, including any required certifications verifying compliance with applicable competition standards, required to allow beneficial use in NCAA competition and occupancy of the Improvements by the University have been obtained, including, but not limited to, a Certificate of Occupancy (whether temporary or final if applicable) and State Fire Marshal approval if required.

**"Work,"** refers to all work and activities required to be undertaken by Foundation 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, demolition and construction of Facilities and all necessary utility placements, relocations, tie-ins and upgrades.

## 1.

### AGREEMENT TO LEASE

For and in consideration of One Hundred (\$100) Dollars and other good and valuable consideration, Board hereby leases the Land to Foundation, and hereby grants to Foundation such rights of use and access as are necessary for Foundation to perform the Work. Unless otherwise agreed to in writing by Foundation and Board, this Lease, including all rights of use and access for construction purposes, shall terminate upon the earlier of; (a) termination of this Lease in



accordance with the provisions hereof; (b) donation of the Improvements to Board as provided for herein; or (c) March 1, 2025.

2.

**AGREEMENT TO CONSTRUCT AND DONATE IMPROVEMENTS**

Foundation agrees to construct the Improvements in accordance with the Plans and Specifications and to donate the Improvements to Board after completion of the Work. It is estimated that the total cost to design and construct the Improvements, will not exceed One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00), all of which cost and expense shall be paid by Foundation from accumulated funds or private contributions. The amount estimated for costs and expense may be increased with the written consent of Foundation and the LSU Representative, subject to the requirements of Subsections 4.1.A and 4.1.J hereof.

3.

**USE OF PREMISES**

Foundation may use the Land only for construction of the Improvements. Foundation shall not use the Land for the sale, distribution, storage, transportation or handling of petroleum or other similar synthetic products. Foundation shall not make any use of the Land in violation of any Applicable Laws, and shall not permit any contamination or pollution on or about the Land or increase the fire or insurance hazard by any use thereof. Before beginning any Work on the Land, Foundation shall obtain any permits required by the State of Louisiana, the Parish of East Baton Rouge and the United States of America or any of their subdivisions or departments. Foundation shall not install or otherwise place storage tanks in or on the Land 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.

4.

**CONSTRUCTION**

4.1 At its sole cost and expense, Foundation shall construct the Improvements in a good and workmanlike manner, in accordance with the following provisions:

A. Plans and Specifications/Change Orders

At least thirty (30) days prior to commencement of any construction, proposed final plans and specifications approved by the LSU 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. Any request for change orders to the Plans and Specifications or to the Construction Contract shall be made to the LSU Representative, who shall approve or disapprove such request in writing within ten (10) working days of having received such request from the Foundation. Any change in work and materials relating to construction of the Improvements which either (1) materially alters the exterior appearance of the Improvements, or (2) materially alters the quality of materials or the interior appearance of any buildings forming part of the Improvements and costs more than Fifty Thousand and 00/100 Dollars (\$50,000.00), is subject to the prior review and approval of the LSU Representative, which approval shall not be unreasonably withheld, delayed or conditioned. Foundation shall notify the LSU Representative in writing of any such proposed changes in work or materials, and provide to the LSU Representative copies of the proposed changes, and the LSU Representative shall either approve or disapprove any such changes within seven (7) Business Days after receipt of such notice from Foundation. If the LSU Representative fails to respond within such seven (7) day period, it shall be deemed that LSU approves such changes. Notification to the LSU Representative shall include copies of proposed change orders approved by the Contractor, the Architect, the Foundation and the LSU 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 LSU Construction Monitor) to and received by the LSU 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 Foundation. If the LSU Construction Monitor fails to respond within such two (2) Business Day period, it shall be deemed that he approves such changes.

No 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.

B. Commencement and Completion of Work

Unless delayed by Force Majeure, at its own expense, Foundation agrees to: (1) commence the Work on or before December 1, 2024, or within thirty (30) days after the LSU Representative has given written approval to the notice to proceed, whichever is later; and (2) make best reasonable efforts to achieve Substantial Completion of all Work on or before January 31, 2025, but in any event to complete all Work on or before March 1, 2025. 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 Foundation and approved in writing by the LSU Representative.

C. Construction Contract

The Work shall be performed on behalf of Foundation pursuant to the terms of the Construction Contract. Where appropriate, the Construction Contract and Payment and Performance Bonds shall be recorded properly with the Clerk of Court of East Baton Rouge Parish

prior to commencement of the Work. Foundation shall include a liquidated damages clause acceptable to the LSU Representative in the proposed Construction Contract. Board and Foundation 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 Foundation.
- (ii) Foundation is a separate legal entity from University and Board. It is not acting as agent for University or Board, and Foundation has no authority to obligate University or Board to any extent whatsoever.
- (iii) Neither Board 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 Lease.
- (iv) Foundation has no ownership interest in the Land on which the Work will be performed. Any improvements placed on the Land shall become property of Board upon completion of the Work. The Work shall not give rise to any rights against the Land or Board.
- (v) It is understood and agreed that the Board, its members, employees and agents including but not limited to the LSU Representative and the LSU 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 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 LSU 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

Foundation 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. Both Foundation and Board shall be obligees under the bond(s).

E. Rights Concerning the Land During Construction

To the extent necessary, Foundation and the Contractor shall have the right to occupy and use the Land, with reasonable ingress to and egress from the Land, during the term of this Lease and, with the prior written consent of the LSU Construction Monitor, shall fence or block off that area of the Land necessary to perform the Work in a safe and secure manner. Except for unknown or unforeseen and unforeseeable defects, Foundation assumes all responsibility for the condition of the Land during the term of this Lease. Foundation and the Contractor shall maintain Land 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 any maintenance or repairs to the Land or the Work during the term of this Lease. The LSU Construction Monitor and the LSU Representative and any other individuals authorized by the LSU Representative shall at all times have access to the Land and the exercise of all rights

as owner except as otherwise provided herein, even those not specifically acknowledged herein. Foundation accepts the Land 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 Foundation 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 Foundation to fulfill its obligations hereunder, provided, however, that (1) such access routes are approved in writing by the LSU Construction Monitor; and (2) Foundation shall not unreasonably interfere with Board's (or Board's lessee's) use of such other property.

G. LSU Rules and Regulations; Access During Construction

Foundation agrees that it will comply with all Board and University regulations, policies and mandates with regard to all contractors and personnel entering the Land for purposes of construction, which rules and regulations will be addressed at the pre-construction conference, and that it will secure, at its own expense, all necessary permits and licenses from all regulatory agencies or bodies. Foundation shall make these same requirements of the Contractor. At all times during construction, the LSU Construction Monitor, the LSU Representative and any individuals authorized by the LSU Representative shall have the right but not the obligation to enter the Land and review the Work to determine that it is being performed in compliance with the Plans and Specifications and in a good and workmanlike manner.

H. Signage

Before erecting or placing any sign upon the Land or the Improvements, Foundation shall submit the design specifications of such sign to the LSU Construction Monitor for approval. Foundation may only erect or place signage hereunder if it has obtained the prior written approval

of the University Construction Monitor.

I. Acceptance of Construction

Foundation 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. Foundation will not accept any portion of 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 Foundation and designated for payment to the Contractor only upon completion of the punch list items. Upon donation of the Work, by Foundation to Board, Foundation hereby agrees that, to the extent allowed by law, Foundation 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, Foundation 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.

J. Funds for Construction

At the LSU Representative's request, prior to the commencement of the Work, Foundation shall satisfy the LSU Representative that the total amount of money needed to complete the Work, has been collected or acquired by the Foundation and is dedicated to that use. At the LSU Representative's sole option, Foundation may be required to provide a letter of credit, a performance bond, or a dedicated escrow account to guarantee its performance.

K. On Site Construction Inspector

If in the LSU Representative's sole discretion it becomes necessary, Foundation at Foundation's expense shall hire an on-site construction inspector or clerk of the works for full time

supervision of the Work.

L. Inspection and Survey

Foundation shall inspect the Land, and arrange for any necessary boundary surveys, topographical surveys, soil borings and other site investigations at its expense. Foundation accepts the Land in its present condition.

M. No Liens; Release of Recorded Liens

Foundation shall not suffer or permit any liens to be enforced against the Land or Board by reason of a failure to pay for any work, labor, services or materials supplied or claimed to have been supplied to Foundation or to anyone through or under the Foundation. If any such liens shall be recorded against the Land, Foundation shall cause the same to be released of record, or in the alternative, if the Foundation in good faith desires to contest the same, Foundation shall be privileged to do so, but in such case, Foundation shall promptly deposit with the Recorder of Mortgages of East Baton Rouge 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.

5.

**INSURANCE**

5.1 Unless otherwise approved in writing by the LSU Representative, during the Work and prior to the donation of the Improvements to Board, Foundation shall maintain or require the Contractor to maintain the following:



A. Builder's Risk Insurance

Contractor shall provide an "All Risk" builder's risk insurance policy, including but not limited to fire and extended coverage insurance, vandalism and malicious mischief, for not less than one hundred (100%) percent of the full replacement value of the Work or property destroyed to protect against any damage or loss during the Work and until final donation of the Improvements to Board and acceptance thereof. This policy shall be taken out prior to commencement of construction and discontinue upon final acceptance by Board of the donation. It shall run in favor of Contractor, Foundation and Board, as their interests may appear. The coverage shall include the Architect's fee for work required and reconstruction following a loss during construction. Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of the Work.

B. General Liability and Property Damage Insurance

Foundation 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 Foundation's, Board's and the Architect's legal liability arising out of the construction performed by Foundation or any of its contractors or subcontractors and by anyone directly or indirectly employed by either of them, for claims for damages for personal injury, including accidental death, as well as claims for property damage, including but not limited to damage to surrounding buildings, which may arise from operations for the construction of the Work, with minimum limits of liability of Two Million (\$2,000,000.00) dollars per occurrence and Five Million (\$5,000,000.00) dollars general aggregate. Foundation 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 Lease.

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

Upon execution of this Lease, Foundation 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.

5.2 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 Lease:

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 Foundation or any Contractors' insurance.

B. Failure to Comply With Reporting Requirements

Any failure of the Foundation 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 Foundation'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 therefor shall release the Foundation 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 SIR's

The Foundation 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+:VI 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 Foundation 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 Foundation 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 Foundation to furnish, deliver and maintain such insurance as provided herein, and expiration of any applicable cure period, then Board may, but shall not shall be obligated to, obtain said insurance on behalf of the Foundation at the Foundation's commercially reasonable cost and expense. Failure of the Foundation to purchase and/or maintain, either itself or through its contractor(s), any required insurance, shall not relieve the Foundation from any liability or indemnification hereunder.

L. Additional Insureds

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

M. Additional Insurance

The LSU Representative may review Foundation'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. Foundation 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 Foundation complies with the requirements of this Lease, such insurance shall fulfill the requirements set forth herein.

O. Limitation on Liability

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

**6.**

**DONATION OF IMPROVEMENTS AND TITLE TO IMPROVEMENTS**

6.1 Foundation agrees to donate the Improvements to Board after (a) final acceptance of all Work by Foundation and written approval by the LSU Representative of said final acceptance, and (b) the delivery to the LSU Representative of either (i) a clear lien certificate as to the Work, which certificate has been obtained from the proper parish clerk's office or (ii) evidence that any liens against the Improvements have been adequately bonded. Unless

otherwise agreed to in writing by the LSU Representative and Foundation, the Work shall not be donated to Board until the events in both (a) and (b) of this paragraph have occurred; however, for good cause as determined by the LSU Representative in his sole discretion, the Work may be donated to Board following Substantial Completion subject to Foundation's obligation to satisfactorily complete any outstanding punch list items and satisfy any outstanding liens and payment obligations relating to the Work. If the Architect for the Work recommends final acceptance of the Work by Foundation, the LSU Representative shall not unreasonably refuse to approve final acceptance by Foundation. Unless otherwise agreed to in writing by the LSU Representative and Foundation, use and/or occupancy of the Improvements shall be prohibited until the Improvements have been donated by Foundation to Board.

6.2 Upon fulfillment of the conditions set forth in paragraph 6.1 (a) and 6.1 (b) 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 paragraph 6.1 (a) and 6.1 (b), and, upon said donation, Foundation shall have no further responsibilities, obligations or liabilities with regard to the completed Improvements, Land or the Work except as otherwise specifically set forth herein. Foundation shall bear the risk of loss with respect to the Improvements until acceptance of the donation by the LSU Representative; provided, however, Foundation's risk shall be limited to available insurance proceeds. Furthermore, prior to such donation, Foundation 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, Foundation 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 paragraph 6.1 or (2) the full execution of the donation of the Improvements from the Foundation 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 ten (10) years following the Warranty Commencement Date, all defects in materials and workmanship;
- (b) For ten (10) years following the Warranty Commencement Date, all plumbing, electrical, heating, cooling and ventilating systems; and
- (c) For the length of manufacturers’ warranties, all appliances and equipment.

6.3 Upon fulfillment of the conditions set forth in Paragraph 6.1 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 the parish in which Land is located.

6.4 Notwithstanding anything contained in this Lease, at all times Board shall have the absolute right to terminate this Lease on thirty (30) days’ written notice to Foundation. Upon such termination either Board shall take title to the Improvements, or Board, at its option, may require Foundation to transfer all of its right, title and interest in this Lease, in any funds (subject to applicable donor restrictions and the terms of any valid and perfected liens, pledges and security interests) dedicated to complete the construction of the Improvements, 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 Foundation hereunder.

7.



## **INDEMNIFICATION**

7.1 Foundation, 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 Foundation's agents, contractors, employees, invitees and licensees, to the extent such loss arises out of or is related to the Work, except with respect to acts or omissions by Board's members, officers and employees unless said members, officers and employees are acting at the direction or request of the Foundation, and Foundation 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, but Foundation's costs and expenses incurred in fulfilling this indemnity and defense shall, to the extent allowed by Applicable Laws, be limited to insurance proceeds which are available for this purpose.

7.2 To the extent allowed by Applicable Laws, Board, agrees to indemnify, defend and hold Foundation harmless against any loss for damages or injuries that may be suffered by Foundation or by any person including but not limited to Board's agents, contractors, employees, invitees, and licensees, except if any of such persons are acting at the direction or request of the Foundation, 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 Foundation in any legal actions against it and, to the extent allowed by law, pay in full and satisfy any claims, demands or judgments made or rendered against Foundation, and to reimburse Foundation for any legal expenses, including attorneys fees and court costs, which may be incurred

by it in defense of any 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 which are available for this purpose.

**8.**

**TERMINATION**

This Lease shall terminate upon donation of the Improvements to Board and acceptance by Board of said donation as set forth in paragraph 6.1(a), 6.1(b) and 6.2 hereof, or at the latest on March 1, 2025. This Lease may be extended by written consent of both parties, which consent may be granted by the LSU Representative.

**9.**

**NOTICES**

All notices, demands and correspondence made necessary by the provisions of this Lease shall be deemed to be properly given, served and addressed, if and when sent by certified mail, return receipt requested, directed as follows:

Board: Board of Supervisors of  
Louisiana State University and  
Agricultural and Mechanical College  
Attention: William F. Tate IV  
President of LSU  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808

Foundation: Tiger Athletic Foundation  
Attention: Matthew T. Borman, President and CEO  
Pete Maravich Assembly Center  
North Stadium Drive  
P.O. Box 711  
Baton Rouge, LA 70821

10.

**FOUNDATION DEFAULT**

10.1 Board may declare Foundation in default upon one or more of the following events:

A. Failure to Timely Commence or Complete.

Failure of Foundation to commence and/or complete the Work as set forth in this Lease, within the time frame allowed, unless such time period has been mutually extended in writing by the LSU Representative and Foundation 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. Deviation From Approved Plans and Specifications.

A substantial deviation, unauthorized in writing by the LSU Representative, from the plans and specifications for the Work approved by the LSU Representative, which deviation 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

C. Breach of Lease Covenants.

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

D. Taking of Improvements.

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

E. Involuntary Bankruptcy.

A court having jurisdiction shall enter an order for relief in any involuntary case commenced against Foundation, 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 Foundation or any substantial part of the properties of Foundation or ordering the winding up or liquidation of the affairs of Foundation, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days; or

F. Voluntary Bankruptcy.

The commencement by Foundation of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by Foundation 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 Foundation or any substantial part of the properties of the Foundation; or

G. Abandonment of Project.

Foundation, 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.

10.2 Whenever any event of default referred to in this section shall have occurred and be continuing and Foundation 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, without any further demand or notice, to declare

this Lease terminated. In the event of the termination of this Lease, Foundation expressly waives any notice to vacate. Furthermore, in the event of the termination of this Lease during the Work, Board shall be the owner of all improvements made on or to the Land, provided, however, at Board's sole option and direction, in the event of the termination of this Lease during the Work, Foundation shall transfer any Improvements constructed pursuant to the Lease, its rights and obligations under this Lease and any funds (subject to applicable donor restrictions and the terms of any valid and perfected liens, pledges and security interests) Foundation has dedicated to complete the construction of the Improvements to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390 and which is acceptable to Board.

11.

**BOARD DEFAULT**

Foundation 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 Lease 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, Foundation shall have the right, without any further demand or notice to declare this Lease terminated and shall have no further obligation to perform any of the obligations of Foundation under this Lease.

## 12.

### MISCELLANEOUS

#### 12.1 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.

#### 12.2 Attorneys Fees.

The prevailing party to the extent allowed by law shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

#### 12.3 Louisiana Law to Apply.

This Lease 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 East Baton Rouge Parish, Louisiana.

#### 12.4 Nonwaiver.

No waiver by Board or Foundation of a breach of any of the covenants, conditions, or restrictions of this Lease shall constitute a waiver of any subsequent breach of any of the covenants, conditions, or restrictions of this Lease. The failure of Board or Foundation to insist in any one or more cases upon the strict performance of any of the covenants of the Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. No waiver, change, modification or discharge by Board or Foundation of any provision of this Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by the parties hereto.

12.5 Severability.

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

12.6 Authorization.

By execution of this Lease, Foundation 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 Lease have been taken and performed; and that the persons signing this Lease on their behalf have due authorization to do so.

12.7 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.

12.8 Amendment.

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

12.9 Assignment and Mortgage.

Foundation shall not assign this Lease 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 as to Board. Furthermore, Foundation may not mortgage or encumber its rights in or arising out of this Lease or any rights it has or might

have in the Land, the Improvements or the Work without the prior written consent of the LSU Representative, and any attempt to mortgage or encumber without the prior written consent of the LSU Representative shall be null and void as to Board.

12.10 Books, Records and Audit.

The books, accounts and records of Foundation which pertain directly to the Work and construction of the Improvements shall be maintained at the principal office of Foundation. 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 Foundation and its contractor(s) to the extent necessary to verify compliance with this Lease or insofar as said books, bank accounts, records and accounts directly relate to Foundation's performance of its obligations under this Lease. 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 Foundation.

12.11 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 University or Board into another educational institution or governing body.

12.12 Notice of Lease.

Foundation agrees not to record this Lease. At the Foundation's request, the parties



will execute a Notice of Lease for recording in the records of East Baton Rouge Parish, and the cost of recording will be borne by Foundation.

12.13 LSU Representative.

In addition to any other individuals specifically authorized in writing by the President of LSU System to act as the LSU Representative, the LSU Associate Vice President for Facility and Property Oversight 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 LSU 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 Lease 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 LSU 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.

12.14 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 (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.

12.15 Entire Agreement.

This Lease, together with the exhibits attached hereto, contain the final and entire agreement between the parties hereto with respect to the Land and contain all of the terms and conditions agreed upon with respect to the Land, and no other agreements, oral or otherwise, regarding the subject matter of this Lease 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.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease as of the dates indicated on the attached Acknowledgments.

WITNESSES:

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

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
William F. Tate IV  
President of LSU

**TIGER ATHLETIC FOUNDATION**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Mathew T. Borman, President and CEO

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

**ACKNOWLEDGMENT**

**BE IT KNOWN** that on this \_\_\_\_ day of \_\_\_\_\_, 2024, 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 F. Tate IV, appearing herein in his capacity as President of LSU, 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
William F. Tate IV  
President of LSU

\_\_\_\_\_  
NOTARY PUBLIC

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

**ACKNOWLEDGMENT**

**BE IT KNOWN** that on this \_\_\_\_ day of \_\_\_\_\_, 2024, 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 Matthew T. Borman, appearing herein in his capacity as President and Chief Executive Officer of Tiger Athletic Foundation, a charitable organization, who, being by me and first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Directors and that said instrument is the free act and deed of said 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:

\_\_\_\_\_  
  
\_\_\_\_\_

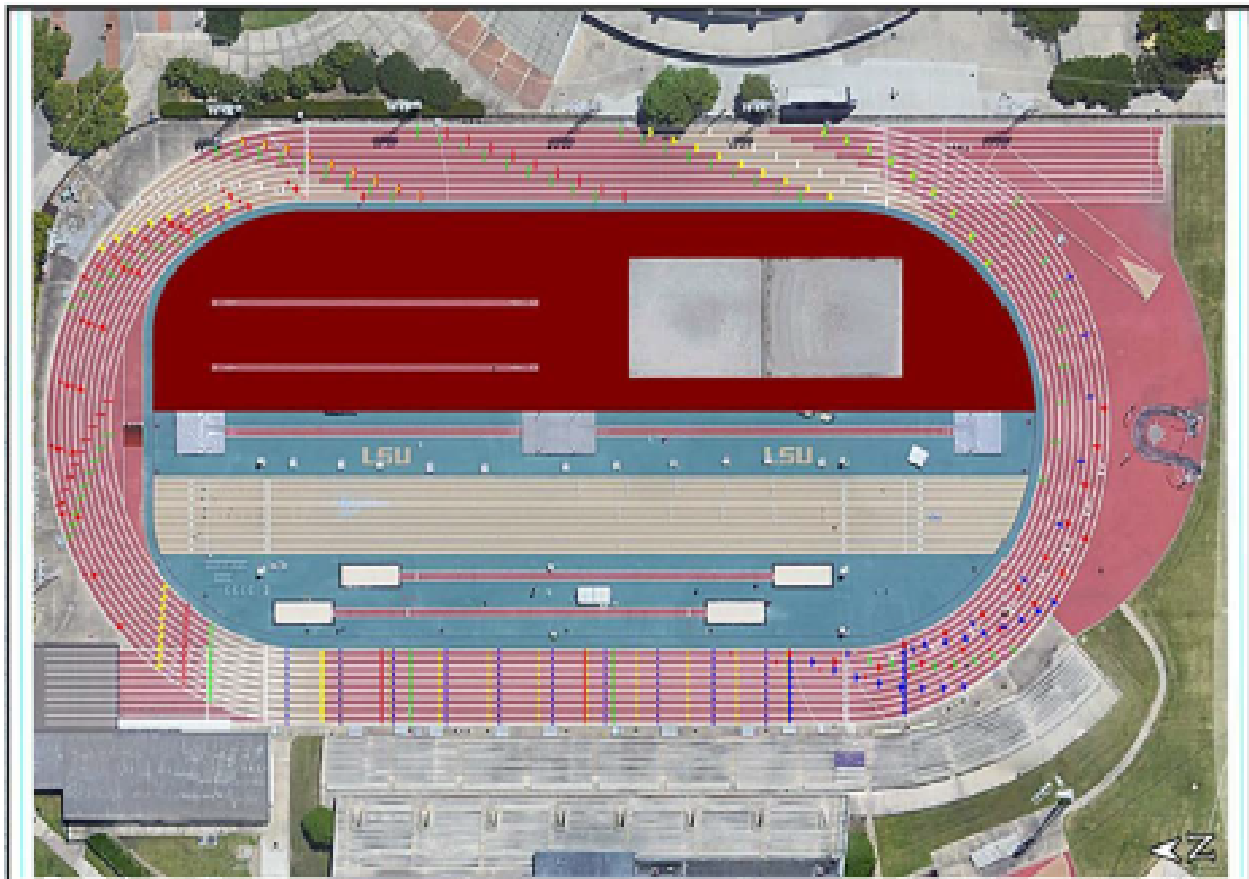
\_\_\_\_\_  
Matthew T. Borman, President and CEO

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

Bernie Moore Track Stadium (including marked competition areas shown on the diagram below) on the Campus of Louisiana State University and Agricultural & Mechanical College in Baton Rouge, Louisiana, bounded on the south by North Stadium Drive, on the west by Nicholson Drive, on the north by the Carl Maddox Field House and on the east by the Pete Maravich Assembly Center.

**EAST SIDE**



**WEST SIDE**



# **Request from LSU A&M to Approve Delta Zeta House and New Lease**

**Date: September 6, 2024**

## **1. Bylaw Citation**

Pursuant to Article VII, Section 1

- E.6. Lease for the construction or renovation of any fraternity or sorority house
- G.1 Any contract for construction or renovations greater than \$1 million

## **2. Summary of Matter**

Delta Zeta Sorority seeks to make replace its sorority house at LSU. The renovations are expected to cost over \$10 million. The new house will have an approximate size of 27,454 sq. ft. It will have 64 beds. Construction is expected to begin in May 2025 and last for approximately 13 months, with the new house opening in time for Fall 2026.

Delta Zeta and LSU also desire to enter into a new lease, based on the current LSU template for Greek leases. The new template does not fundamentally alter any significant terms, compared to the original leases, but does provide greater clarity around each party's rights and obligations.

Delta Zeta is expected to seek to temporarily sublease an existing house from a fraternity or sorority to occupy during the construction period. They have not yet completed negotiations for the house they seek to occupy. Any such sublease will be subject to subsequent approval by the Board in accordance with the Board's Bylaws.

## **3. Review of Business Plan**

The lease is formally between LSU and Delta Zeta National Housing Corporation, the separate corporation established by Delta Zeta to own its house on the LSU campus, a common practice for Greek organizations. Delta Zeta will be solely responsible for all costs associated with designing and constructing the improvements. In accordance with standard LSU practice, the LSU Office of Planning, Design, & Construction ("PDC") must approve all plans and specifications for the improvements prior to commencement of any construction work.

## **4. Fiscal Impact**

There is no fiscal impact to LSU.

## **5. Description of Competitive Process**

Not applicable.

## 6. Review of Legal Documents

The proposed new lease is based on the template used by LSU for new leases with other Greek organizations in recent years. All legal agreements will be reviewed by the Office of General Counsel prior to execution by the President.

## 7. Parties of Interest

Delta Zeta  
Delta Zeta National Housing Corporation

## 8. Related Transactions

None

## 9. Conflicts of Interest

None known.

## 10. Attachments

1. Draft Amended and Restated Lease
2. Schematic design

## 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: (1) an Amended and Restated Lease Agreement with Delta Zeta National Housing Corporation or such other related entity designed by Delta Zeta, and (2) any other agreements, consents, approvals, or other documents needed to effectuate this transaction, with all leases, agreements, consents, approvals, and other documents to contain such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU; and

**BE IT FURTHER RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves the construction of capital improvements in an amount exceeding \$1 million at the Delta Zeta House, subject to final reviews, approvals, and authorizations to proceed issued by the appropriate LSU officials in accordance with law, policy, and established practices; and

**BE IT FURTHER RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby acknowledge that the schematic designs for the new Delta Zeta House are in general compliance with the Campus Design Guidelines and hereby delegates the approval of the detailed plans and specifications to the appropriate and customary LSU Office responsible for reviewing and approving such plans and specifications.



**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

**LEASE**

**BE IT KNOWN** that on the dates hereinafter set forth, but effective as of the \_\_\_ day of \_\_\_\_\_, 2024, before the undersigned Notaries Public, duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE** (hereinafter “Board” or “LESSOR”), a public constitutional corporation organized and existing under the Constitution and laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, appearing herein through the President of LSU, duly authorized;

and

**DELTA ZETA NATIONAL HOUSING CORPORATION**, an Ohio nonprofit corporation, herein represented by the undersigned, duly authorized to act on behalf on Lessee (hereinafter referred to as “LESSEE”),

**WITNESSETH:**

**WHEREAS**, LESSEE is an Ohio corporation formed to support the housing operations of the Delta Zeta Sorority, including without limitation, Sigma Chapter of Delta Zeta Sorority at LSU (the “Fraternity”);

**WHEREAS**, LESSEE desires to lease from Board, the following described property located on the campus of Louisiana State University (herein “LSU” or “University”) an institution under the supervision and management of Board:

One (1) certain lot or parcel of ground, together with all improvements thereunto belonging to or in anywise appertaining, situated in the Parish of East Baton Rouge, State of Louisiana, on the Louisiana State University Campus, and being designated as Lot Number Four (4) of the New Sorority Lots, and being shown on a survey prepared by C. Carter Brown, dated June 25, 1964, and revised October 7, 1964, entitled “Louisiana State University Subdivision of Sorority Area”.

herein the “Leased Premises;”

**WHEREAS**, LESSEE has previously leased the Leased Premises from LESSOR (as successor to Sigma Chapter of Delta Zeta House Corporation) pursuant to a lease dated January 30, 1965, as amended on December 8, 1999 and assigned to Lessor on October 20, 2023 (collectively, the “Original Lease”);

**WHEREAS**, LESSEE has previously constructed a house on the Leased Premises, which house is owned by LESSEE;

**WHEREAS**, LESSEE may construct renovations to the house and/or additional improvements on the Leased Premises;

**WHEREAS**, LESSOR and LESSEE desire to enter into this Lease for the purposes set forth herein and the Original Lease is hereby replaced by this Lease in all respects, and

**NOW, THEREFORE**, LESSOR and LESSEE agree and do hereby agree and enter into this Lease as follows:

1. Terms not defined herein shall be defined as set forth on Exhibit “B” hereto.

2. For the consideration and upon the terms and conditions hereinafter expressed, LESSOR hereby leases the Leased Premises to LESSEE from the Effective Date hereof through and including January 30, 2064. This Lease shall terminate on January 30, 2064, unless terminated earlier in accordance with the provisions of this Lease. Furthermore, in consideration for the lease of the Leased Premises by LESSOR to LESSEE, LESSEE shall do the following:

- a. Pay annual rental of \$10.00;
- b. Otherwise fulfill the terms and conditions of this Lease.

3. With respect to any construction on the Leased Premises, including particularly, but not exclusively, the construction of any Improvements, the LESSEE and Fraternity shall abide by the provisions of this Lease and in particular the rules, regulations, requirements and provisions set forth in Exhibit "C" hereto, and shall be subject to the following rules, regulations, requirements and provisions:

- a. The location of any Improvements on the Leased Premises shall require the prior approval of the LSU Representative.
- b. The University shall have the sole authority to determine whether the Contractor for any Improvements or Work and/or whether the LESSEE in connection therewith have complied with the plans, specifications and other contractual obligations assumed by Contractor and/or LESSEE.
- c. Subject to the provisions of Section 16 hereof, there is hereby reserved to the University the right to require the removal of the Improvements should the LESSEE and/or Fraternity fail, refuse or neglect to comply with the material rules, regulations, requirements and provisions set forth herein.

4. The Leased Premises shall be used for the construction of the Improvements and for the operation of a home and chapter house for the Fraternity at Louisiana State University, and for no other use or purpose whatsoever without the prior written consent of the LSU Representative.

5. At all times, any immovables located on and the condition of the Leased Premises shall be maintained in good condition and in conformance with the general plans adopted by the University for the beautification of the campus and in a manner reasonably acceptable to the President of Louisiana State University and to the Campus Committee established to monitor the provisions of that certain Permanent Memorandum dated June 27, 2019 ("PM-68"), as it may be amended and/or restated from time-to-time and which is incorporated into the Lease and shall be binding on LESSEE and any successors in interest. LESSEE and Fraternity shall at all times be in compliance with PM-68 as it may be amended from time to time. The landscaping of the Leased Premises shall also conform with the general plans adopted by the University for the beautification of the campus.

6. LESSEE, Fraternity and their invitees shall use their best efforts to keep the Leased Premises and any improvements thereon free from any and all contamination and pollution. LESSEE, Fraternity and their invitees shall not store any hazardous or toxic substance on or about the Leased Premises or any improvements thereon, other than household products customarily found in fraternity houses and other residential structures. LESSEE and Fraternity agree to notify University immediately of any and all contamination or pollution discovered on, about, or near the Leased Premises or any improvements thereon, provided that LESSEE and Fraternity are not required to give such notice for minor spills of household products customarily found in fraternity houses and other residential structures. LESSEE and Fraternity, each in solido, shall save and hold LESSEE and University harmless and defend and indemnify LESSOR and University for any charge or liability resulting from any contamination or pollution present on or about the Leased Premises or in or on any improvements thereon if such contamination or pollution was caused in whole or in part by LESSEE and Fraternity and/or an invitee of either.

7. In the event any constructions, renovations, alterations, or improvements are made on or about the Leased Premises or on or about any buildings or improvements located thereon, (other than with respect to any Work, which shall be governed by Exhibit "C" hereto) and a

laborer's or materialman's lien or claim is filed against the Leased Premises or any part thereof as a result of said constructions, renovations, alterations, or improvements, LESSEE shall within sixty (60) days of the recordation of any such claim or lien have such claim or lien cancelled or deposit with the recorder of mortgages of East Baton Rouge Parish, Louisiana, a bond or adequate funds guaranteeing payment of said lien or claim in full.

8. LESSEE acknowledges that it has recently examined and inspected the Leased Premises and found them in good and safe condition. LESSEE and Fraternity, each in solido, agree to defend, indemnify, save and hold LSU harmless from any responsibility or liability, including gross negligence, strict liability, negligence, or any other fault whatsoever, sole or concurrent with any other person or entity, for loss or damage to any person whomsoever or to the property of LESSEE, Fraternity or others arising from the present or future condition or upkeep and maintenance of the Leased Premises or any construction thereon, LESSEE's and/or Fraternity's activities and/or operations on or about the Leased Premises or those of their tenants or invitees and/or any way arising out of, incidental to, and/or related to any activities and/or operations conducted on or near the Leased Premises. LESSEE and University agree to defend, indemnify, save and hold LESSOR and University harmless from any responsibility whatsoever for any and all liability including gross negligence, strict liability, negligence or any other fault, sole or concurrent, for loss, injuries, or damages caused to LESSEE, Fraternity, their tenants, invitees or others by any vice or defect of the Leased Premises or any constructions or improvements thereon or LESSEE's or Fraternity's or their tenants' or invitees' activities and/or operations on or about the Leased Premises. LESSEE and Fraternity expressly assume all such liability, and LESSEE and Fraternity agree to defend and indemnify LESSOR and University and to hold LESSOR and University harmless from any and all losses, injuries, or damages (including costs and reasonable attorney's fees) to any person or persons whomsoever and to the property of any persons whomsoever arising out of, or incidental or related to, LESSEE's, Fraternity's, or their tenants' or invitees' occupancy, use, operation, condition, including but not limited to contamination or pollution or condition of the Leased Premises. LESSEE's and Fraternity's obligation to defend LESSOR and University shall include payment of all reasonable costs, expenses, and fees of legal counsel of LESSOR's and University's choice. Notwithstanding the foregoing, in no event shall LESSOR or University be indemnified for any liability caused by LESSOR's or University's own gross negligence or willful misconduct

9. In the event it should become necessary for LESSOR or University to take any action to enforce any of the terms, covenants, conditions or provisions of this Lease, or to recover any of the amounts due hereunder, as rent or otherwise, LESSEE and Fraternity shall pay all costs and expenses thereof, including reasonable fees of any attorney engaged by LESSOR or University in connection therewith.

10. The waiver by LESSOR or University of any breach of any term, covenant, condition or provision herein contained shall not be deemed to be a waiver of such term, covenant, condition or provision with respect to any preceding or subsequent breach of the same or any other term, covenant, condition, or provision hereunder. No term, covenant, condition, or provision of this Lease shall be deemed to have been waived by LESSOR or University, unless such waiver is in writing by LESSOR.

11. LESSOR or its designee may secure and/or remove any constructions on or about the Leased Premises, including but not limited to any house, at no expense to LESSOR, if the house or any other construction or improvement:

- a. constitutes an imminent danger to any person; or
- b. becomes uninhabitable and LESSEE fails to take timely and reasonable actions to repair it; or
- c. has been abandoned by LESSEE or Fraternity; or
- d. constitutes a nuisance; or
- e. has not been used or occupied for a period of more than one hundred eighty (180) days; provided that if LESSEE is actively engaged in making repairs or in seeking to obtain funding to make repairs, LESSOR will reasonably

cooperate with LESSEE and LESSOR will not exercise its rights under this section unless and until it reasonably determines, after discussions with LESSEE, that LESSEE will be unable to make such repairs; or

- f. if Fraternity loses recognition or authorization to operate at University for a period of more than one year, either by University or Fraternity's national organization.

LESSEE shall promptly, upon demand, reimburse LESSOR and University for all related costs and expenses.

12. Unless otherwise approved in writing by the LSU Representative, notwithstanding any terms and conditions of any mortgage or other agreement between LESSEE or Fraternity and another person or entity to the contrary, any insurance proceeds payable for any damage or destruction to the Improvements, shall be used to repair or restore the Improvements to the extent reasonably feasible. Any mortgagee having a mortgage upon the Improvements at the time of the damage or destruction shall have the right to require that the insurance proceeds be escrowed with it and disbursed in periodic payments to the persons performing the restoration work as such work progresses.

13. LESSOR and LESSEE agree that in the event of any fact, occurrence, circumstance, or condition that would cause LESSEE to be in default of any term, condition, or obligation under any loan, mortgage, or other agreement existing between LESSEE and any lender, then said lender and LESSEE shall provide notice of same to LESSOR and University, and LESSOR and University shall have the right (but not the obligation) within thirty (30) calendar days after receipt of said notice (the "Cure Period") to take such action as may be required to cure said default; provided that if such default by its nature can be cured but cannot be cured by the payment of money and LESSEE commences to cure such default during the Cure Period and is diligently and in good faith attempting to effect such cure, the Cure Period shall be extended for sixty (60) additional days, but in no event shall the Cure Period be longer than ninety (90) days in the aggregate. In the event that LESSOR or University elects to cure said default, it shall be entitled to recover from LESSEE all costs, fees, and expenses incurred curing said default. By execution of this instrument, LESSOR and University do not assume, bind themselves for, or guarantee performance by LESSEE of, any present and future obligation arising under the Lease.

14. No lease, option, right of first refusal, servitude, mortgage, pledge, security interest, or other burden or encumbrance shall be granted on or affecting the Leased Premises or any improvements thereof, by LESSEE or Fraternity, or otherwise, without the prior written consent of the LSU Representative, which consent shall not be unreasonably withheld, conditioned or delayed. Without consent of the LSU Representative, notwithstanding any terms and conditions of any mortgage or other agreement, no debt of LESSEE shall be secured by mortgage, pledge, or other security interest in any contract or lease rights between LESSEE and LESSOR, under any circumstances. LESSOR shall not be bound by any agreement, contract, term, condition, or obligation between LESSEE and any sub-lessee.

15. LESSEE shall not transfer or assign its interests in this Lease by sale, assignment or otherwise without the prior written consent of the LSU Representative. Any terms and conditions contained in any mortgage by LESSEE in favor of any lender or creditor or other agreement between LESSEE and any lender or creditor inconsistent with any term or condition contained herein shall be null and void and have no effect or prejudice on the rights of LESSOR and University as set forth herein or established by law. LESSEE agrees that it shall not grant a mortgage or security interest in LESSEE's Improvements located or to be located on the Leased Premises, except with the prior written consent of the LSU Representative, which consent shall not be unreasonably withheld, conditioned or delayed.

16. Without limiting the rights of Board and University to suspend or revoke the Fraternity's rights to operate the Fraternity at the University or to allow any members or former members of the Fraternity to occupy the Improvements and/or the Leased Premises, and only so long as any debt approved in accordance with Section 14 of this Lease shall remain outstanding, University agrees that it will not exercise its right to require removal of the Improvements for any default other than for the reasons listed in Section 11 of this Lease. In the event of such failure to maintain, upkeep, or repair the Improvements, or loss of recognition or authorization of Fraternity

to operate on University's campus, LESSOR will give any mortgagee of the Improvements an opportunity to cure said default, and if said default is not cured within thirty (30) days of such notice (the "Cure Period"), University shall have the right to require the removal of the Improvements by the LESSEE; provided that if such default by its nature can be cured but cannot be cured by the payment of money and LESSEE commences to cure such default during the Cure Period and is diligently and in good faith attempting to effect such cure, the Cure Period shall be extended for sixty (60) additional days, but in no event shall the Cure Period be longer than ninety (90) days in the aggregate. Furthermore, subject to the rights of any approved mortgagor, the entirety of all loan proceeds secured by such a mortgage or security interest shall be used solely and exclusively for the acquisition, design, construction, renovation and/or improvement of said property.

17. In addition to the insurance requirements related to any construction and set forth on Exhibit D hereto, LESSEE shall maintain general liability insurance in a form and with coverage limits as required by PM-68.

18. With respect to any matter that requires the consent of either Board or University, unless the Lease specifically provides otherwise, such consent may be given by the LSU Representative, and such consent shall not be unreasonably withheld, conditioned or delayed.

19. Fraternity shall be obligated to register with the University as a student organization and pay in a timely manner all fees established and assessed by Greek Life and other services applicable to the Leased Premises deemed necessary and appropriate by the University to insure that the Leased Premises are maintained in a safe condition and in a good state of appearance. LESSEE and Fraternity shall at all times remain in good standing with Louisiana State University Greek Life Office.

20. Subject to the provisions of Section 16 hereof and, in addition, to the provisions of Sections 20(a) and (b) below, the University shall have the power at all times to make such reasonable rules, regulations and requirements as it shall see fit relative to the conduct and activities of people in said fraternity home or on the grounds leased herein, and to change or alter the same as may be deemed good for the University, and failure on the part of the LESSEE to conform to the rules and regulations thus provided shall subject said LESSEE to termination of the Lease after any applicable Cure Period with order to remove buildings on the property herein leased at the option of the University and the University shall be the judge of the rules and conformity thereto; provided such judgment shall be reasonable in all cases.

- a. Permitted Uses. Subject to the terms and provisions hereof, LESSEE and Fraternity shall use the Leased Premises and the buildings and improvement thereon solely for the housing, dining, and personal living needs of the LSU students and for the conduct of appropriate social and organizational activities of the Fraternity. LESSEE and Fraternity's use of the Leased Premises and the buildings and improvement thereon shall comply at all times with all applicable laws, orders, ordinances, zoning ordinances, regulations, and statutes of any federal, state, parish or municipal government now or hereafter in effect, including all environmental laws and regulations, as well as all applicable LSU Rules and Regulations.
- b. Prohibited Uses. The possession, use, and/or consumption of any alcoholic beverage in or upon the Leased Premises or the buildings and improvement thereon must be in compliance with all applicable federal, state, or local statutes, ordinances, rules or regulations, and any rules or regulations adopted by LSU, including but not limited to LSU Policy Statement 78 as it may be amended from time to time. Controlled substances, as defined by federal, state, or local statutes, ordinances, rules or regulations shall not be possessed, used or sold in or upon the Leased Premises or the buildings and improvement thereon in violation of applicable law. The illegal possession, use and/or sale in or upon the Leased Premises or the buildings and improvement thereon of any controlled substance or illegal drugs is strictly prohibited. Any criminal behavior or violation of LSU Rules and Regulations, including but not limited to, assault and battery, hazing, or sexual misconduct are also strictly prohibited. Neither the Leased Premises

nor the buildings and improvement thereon shall be used at any time for the purpose of carrying on any business, profession or trade of any kind whatsoever.

21. Notwithstanding anything to the contrary set forth in this Lease, in the event of the default beyond any applicable Cure Period of LESSEE hereunder or the default beyond any applicable Cure Period of Fraternity hereunder including, but not limited to, failure to comply with the terms, conditions, rules, regulations, requirements and provisions set forth in this Lease and/or in PM-68, or the withdrawal or suspension of the charter of the Fraternity by its national organization, the disbanding of the Fraternity, or if the Board or University suspends and/or revokes the Fraternity's rights to operate the Fraternity at the University, each of which occurrences shall constitute a default by LESSEE, LESSOR, in addition to any other rights under Louisiana law, shall have the right, at its sole option to terminate this Lease and either:

- a. purchase the Improvements in accordance with Applicable Laws for an amount equal to the book value as of such termination date of the unamortized portion of the Improvements based on a thirty-five (35) year amortization; or
- b. require that, subject to approval by the LSU Representative, which approval shall not be unreasonably withheld, conditioned or delayed, LESSEE assign, sublease or otherwise transfer its interest in the Improvements and its rights under the Lease to another LSU affiliated fraternity or sorority in good standing with University, or assign, sublease or transfer its Lease to a non-profit approved by LESSOR as an affiliate organization; or
- c. subject to the provisions of Section 16 hereof, require LESSEE, at LESSEE's expense, to remove the Improvements from the Leased Premises and restore the Leased Premises to a clean and orderly unimproved condition provided.

22. In the event of the termination of this Lease other than as a result of the default of LESSEE or Fraternity, and other than at the end of the term, LESSOR shall have the sole option to purchase the Improvements in accordance with Applicable Laws for an amount equal to the lesser of the fair market value of the improvements or the outstanding principal amount of any indebtedness subject to a security interest granted by LESSEE pursuant to the provisions of section 14.

23. At the expiration of the term of this Lease:

- a. LESSOR shall have the right, at LESSOR's sole option and to the extent allowed by Applicable Laws, to renew or extend this Lease under similar terms and conditions afforded to other similarly situated properties owned by LESSOR and leased to other organizations similar to LESSEE, or on otherwise mutually agreeable terms and conditions;
- b. LESSOR shall have the right to require that LESSEE and Fraternity transfer to LESSOR, at no cost, the Improvements; or
- c. LESSOR, at its sole option, can instead require the LESSEE at LESSEE's expense to remove the Improvements from the Leased Premises and restore the Leased Premises to a clean and orderly unimproved condition.

24. Notwithstanding anything to the contrary set forth herein, each and every obligation of LESSEE and Fraternity is deemed to be in solido.

25. Venue for any disputes arising under the Lease, as amended, shall be the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana

26. This Lease, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto and supersedes any prior agreements relative to the Leased Premises. This Lease can only be modified in writing signed by the parties hereto. For clarity, the Original Lease is terminated by execution of this Lease, with no interruption in occupancy by LESSEE.

27. In the event that any term or condition of the Lease, as amended, is determined to be in violation of any law, regulation, or ordinance, the Parties agree that any such term or condition will be severed from the Lease, as amended, and the Lease, as amended, shall be construed to give all other terms and conditions full force and effect.

28. The LSU Representative shall be either the President or LSU's Executive Vice President for Finance and Administration and CFO or designee. Unless otherwise directed in writing, the Associate Vice President for Facility and Property Oversight shall be the CFO's designee.

**NOW COMES**, the Fraternity who intervenes in this Lease, and specifically assumes all of the obligations of Fraternity as set forth herein.

*[Signatures on Following Page]*

**THUS DONE AND SIGNED** in Baton Rouge, Louisiana, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in the presence of me, Notary, and the following competent witnesses, who have signed in the presence of the parties and me, Notary.

WITNESSES:

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

\_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public  
Printed Name of Notary: \_\_\_\_\_  
Notary No. or La. Bar Roll No.: \_\_\_\_\_

**THUS DONE AND SIGNED**, on this \_\_\_\_ day of \_\_\_\_\_, 2024, in the presence of me, Notary, and the following competent witnesses, who have signed in the presence of the parties and me, Notary.

WITNESSES:

**DELTA ZETA NATIONAL HOUSING  
CORPORATION**

\_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_

By: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Printed Name of Notary: \_\_\_\_\_  
Commission expires: \_\_\_\_\_



## EXHIBIT “B” TO GREEK LEASE

### DEFINITIONS

“**Applicable Laws**” refers to all laws, statutes, rules, regulations, ordinances, zoning ordinances, building codes, resolutions and orders of any Governmental Authority, including but not limited to applicable rules, regulations and architectural standards of University and Board, 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**” refers to any architect or other design professional, including their permitted successors and assigns, engaged by LESSEE to perform architectural or design services with respect to any phase of the design and/or construction of the Improvements or any other Work or any substitute or successor architect or other design professional engaged by LESSEE.

“**Board**” refers to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

“**Business Day**” refers to any day other than a Saturday, Sunday, State or Federal holiday, or a day on which LESSOR’s business and most administrative offices are closed because of holiday, security, or weather or other events of force majeure.

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

“**Contractor**” refers to the contractor or contractors selected by LESSEE to construct the Improvements or any other Work and their permitted successors and assigns.

“**Effective Date**” refers to the Effective Date shown on the Lease to which this Exhibit B is attached; if no Effective Date is shown therein, then the Effective Date shall be the date last signed by any of the parties to the Lease.

“**Fraternity**” refers to the fraternity or sorority associated with LESSEE.

“**Governmental Authority**” refers to any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, parish, district, municipality, city or otherwise) whether now or hereafter in existence.

“**Improvements**” refers to the demolition of existing structures, construction of a new fraternity house, construction of renovations or other improvements to an existing fraternity house, and

related improvements to be constructed on the Leased Premises in accordance with Plans and Specifications approved in accordance with the terms of this Lease. The term “Improvements” shall encompass all improvements constructed by LESSEE on the Leased Premises.

“**Lease**” refers to the Lease to which this Exhibit is attached and made a part thereof.

“**Leased Premises**” refers to the area leased by LESSOR to LESSEE pursuant to this Lease and more fully described on page 1 of the Lease.

“**LESSEE**” refers to the LESSEE defined in the Lease to which this Exhibit B is attached.

“**LESSOR**” refers to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

“**LSU**” refers to Louisiana State University and Agricultural and Mechanical College, an institution under the supervision and management of Board.

“**LSU Construction Monitor**,” one or more persons designated and authorized from time to time by the Associate Vice President for Facility and Property Oversight to monitor LESSEE’s construction progress during the construction phase of the Improvements or any other Work who shall be either a licensed architect or a licensed engineer. The initial LSU Construction Monitor for Work on the LSU A&M Flagship campus shall be LSU’s Assistant Vice President for Planning, Design, and Construction, and for Work on all other campuses shall be the Assistant Vice President and University Architect.

“**LSU Rules and Regulations**” refers to all current and future rules, regulations, procedures and directives promulgated by or pursuant to authority granted to University or Board.

“**LSU Representative**” refers to the President of LSU or the Executive Vice President for Finance and Administration of LSU acting as the President’s designee. With respect to matters involving construction and design, including, without limitation, approvals of Plans and Specifications, Construction Contracts, Change Orders, Authorizations to Proceed, Punch Lists, and Substantial Completion, the term LSU Representative shall refer to the LSU Associate Vice President for Facility and Property Oversight.

“**Payment and Performance Bonds**” refers to payment and performance bonds required in connection with the construction of the Improvements or the performance of any Work.

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

“**PM-68**” refers to Presidential Memorandum 68 dated August 25, 1994, as it may be revised from time to time.

“**Punch List**” refers to a list prepared by the Architect and approved by the LSU Construction Monitor and the LSU Representative, which sets forth those items of Work to be completed following Substantial Completion, prior to final acceptance.

“**Substantial Completion**” refers to the date or dates on which (a) the Architect has certified to LESSEE that Work (or, if approved by the LSU Construction Monitor and the LSU Representative, any portion of Work) has been completed substantially in accordance with the Plans and Specifications, subject to customary punch list items remaining to be completed, (b) the LSU 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 by the University have been obtained, including, but not limited to, a Certificate of Occupancy (whether temporary or final) and State Fire Marshal approval.

“**University**” refers to Louisiana State University and Agricultural and Mechanical College, an institution under the supervision and management of Board.

“**Work**” refers to all work and activities required to be undertaken by LESSEE in order to design and construct the Improvements and any future construction on the Leased Premises including, without limitation, the transportation and storage of materials, the securing of work sites and staging areas, the design, planning and construction of the Improvements and any future construction and all necessary utility placements, relocations, tie-ins and upgrades.

## **EXHIBIT "C" TO GREEK LEASE**

### **TERMS AND CONDITIONS FOR CONSTRUCTION**

In the event of conflict between terms and conditions contained in this Exhibit C to Greek Lease and any terms and conditions contained in the Lease or any other Exhibits attached to the Lease, the terms and conditions of this Exhibit C shall control.

#### **1. Construction**

At its sole cost and expense, LESSEE shall construct the Improvements and perform any related Work in a good and workmanlike manner, in accordance with the following provisions.

#### **2. Plans and Specifications/Change Orders**

At least thirty (30) days prior to commencement of any construction, proposed final plans and specifications approved by the LSU 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. Any request for change orders to the Plans and Specifications or to the Construction Contract shall be made to the LSU Representative, who shall approve or disapprove such request in writing within ten (10) Business Days of having received such request from the LESSEE. Any change in work and materials relating to construction of the Improvements or any Work which either (1) materially alters the exterior appearance of the Improvements, or (2) materially alters the quality of materials or the interior appearance of any buildings forming part of the Improvements or Work and costs more than One Hundred Thousand and 00/100 Dollars (\$100,000.00), is subject to the prior review and approval of the LSU Representative, which approval shall not be unreasonably withheld, delayed or conditioned. LESSEE shall notify the LSU Representative in writing of any such proposed changes in work or materials, and provide to the LSU Representative copies of the proposed changes, and the LSU Representative shall either approve or disapprove any such changes within seven (7) Business Days after receipt of such notice from LESSEE. If the LSU Representative fails to respond within such seven (7) Business Day period, it shall be deemed that LSU approves such changes. Notification to the LSU Representative shall include copies of proposed change orders approved by the Contractor, the Architect, the LESSEE and the LSU 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 or Work not required to be submitted to the LSU Representative by this section shall be submitted in writing (unless written submission is waived by the LSU Construction Monitor) to and received by the LSU Construction Monitor who shall either approve or disapprove any such changes within four (4) Business Days after receipt of such request and copies of the proposed changes from LESSEE. If the LSU Construction Monitor fails to respond within such four (4) Business Day period, it shall be deemed that he approves such changes. Notwithstanding anything to the contrary set forth herein, no 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.

### **3. Commencement of Work**

No Work on the Improvements or otherwise 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.

### **4. Construction Contract**

The construction of the Improvements and all other Work shall be performed on behalf of LESSEE pursuant to the terms of a Construction Contract. LESSEE 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 LESSEE. Where appropriate, the Construction Contract and Payment and Performance Bonds shall be recorded properly with the Clerk of Court of East Baton Rouge Parish prior to commencement of the construction of the Improvements and any other Work. LESSEE shall include a liquidated damages clause acceptable to the LSU Representative in every proposed Construction Contract. LSU and LESSEE 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:

- The Work will be performed solely and exclusively for LESSEE.
- LESSEE is a separate legal entity from LSU. It is not acting as agent for LSU, and LESSEE has no authority to obligate LSU to any extent whatsoever.
- Neither LSU 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 Work performed or to be performed pursuant to this Lease Agreement.
- LESSEE has no ownership interest in the Leased Premises on which the Work will be performed. The Work shall not give rise to any rights against the Leased Premises or LSU.
- It is understood and agreed that LSU, its members, employees and agents including but not limited to the LSU Representative and the LSU 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 the Work. No party shall infer, based on any consent, approval or review given or undertaken by LSU, its members, employees or agents or LSU including but not limited to the LSU Representative and the LSU 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.

## **5. Payment and Performance Bonds**

LESSEE 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 any Construction Contract. LESSEE and LSU shall be obligees under the bond(s).

## **6. Rights Concerning the Leased Premises During Construction**

To the extent necessary, LESSEE and the Contractor shall have the right to occupy and use the Leased Premises, with reasonable ingress to and egress from the Leased Premises, during the term of this Lease Agreement and, with the prior written consent of the LSU Construction Monitor, shall fence or block off that area of the Leased Premises necessary to perform the Work in a safe and secure manner. Except for unknown or unforeseen and unforeseeable defects, LESSEE assumes all responsibility for the condition of the Leased Premises during the term of this Lease Agreement. LSU shall not be responsible for any maintenance or repairs to the Leased Premises or the Work during the term of this Lease Agreement. The LSU Construction Monitor and the LSU Representative and any other individuals authorized by the LSU Representative shall at all times have access to the Leased Premises and the exercise of all rights as owner except as otherwise provided herein, even those not specifically acknowledged herein. LESSEE accepts the Leased Premises for the purposes herein outlined without any warranty of title or recourse whatsoever against LSU.

## **7. Access over Adjoining Property during Construction**

LSU hereby grants to LESSEE a non-exclusive temporary right of access over and across such other property owned by LSU only in so far as such is reasonably necessary in order for the LESSEE to fulfill its obligations hereunder, provided, however, that (1) such access routes are approved in writing by the LSU Construction Monitor; and (2) LESSEE shall not unreasonably interfere with LSU's (or LSU's LESSEE's) use of such other property.

## **8. LSU Rules and Regulations; Access During Construction**

LESSEE agrees that it will comply with all LSU Rules and Regulations with regard to all contractors and personnel entering the Leased Premises for purposes of construction, which rules and regulations will be addressed at the pre-construction conference, and that it will secure, at its own expense, all necessary permits and licenses from all regulatory agencies or bodies. LESSEE shall make these same requirements of the Contractor. At all times during construction, the LSU Construction Monitor, the LSU Representative and any individuals authorized by the LSU Representative shall have the right but not the obligation to enter the Leased Premises and review the Work to determine that it is being performed in compliance with the Plans and Specifications and in a good and workmanlike manner.

## **9. Signage**

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

## **10. Acceptance of Construction and Donation to LSU**

LESSEE and LSU agree to work together to identify and facilitate completion of all warranty and punch list items within the first year following acceptance of each phase of any Work. LESSEE will not accept any portion of the Work without the written approval of the LSU Representative. LSU reserves the right to refuse to approve the acceptance of any phase of the Work unless monies equal to the value of the punch list deficiencies are withheld by the LESSEE and designated for payment to the Contractor only upon completion of 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.

LESSEE agrees to donate the Work to LSU after (a) final acceptance of all Work by LESSEE and written approval by the LSU Representative of said final acceptance, and (b) the delivery to the LSU Representative of either (i) a clear lien certificate as to the Work, which certificate has been obtained from the proper parish clerk's office or (ii) evidence that any liens against the Improvements have been adequately bonded. Unless otherwise agreed to in writing by the LSU Representative and LESSEE, the Work shall not be donated to LSU until the events in both (a) and (b) of this paragraph have occurred; however, for good cause as determined by the LSU Representative in his sole discretion, the Work may be donated to LSU following Substantial Completion subject to LESSEE's obligation to satisfactorily complete any outstanding punch list items and satisfy any outstanding liens and payment obligations relating to the Work. If the Architect for the Work recommends final acceptance of the Work or phase of the Work by LESSEE, the LSU Representative shall not unreasonably refuse to approve final acceptance by LESSEE. Unless otherwise agreed to in writing by the LSU Representative and LESSEE, use and/or occupancy of the Work shall be prohibited until the Work has been donated by LESSEE to LSU.

Upon donation of the Work to LSU, LESSEE shall have no further responsibilities, obligations or liabilities with regard to the Work except as otherwise specifically set forth in this Lease Agreement. LESSEE shall bear the risk of loss with respect to the Work until acceptance of the donation by the LSU Representative; provided, however, LESSEE's risk shall be limited to available insurance proceeds. Furthermore, prior to such donation, LESSEE 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 LESSEE upon the donation of the Work, provided, however, LESSEE itself shall make no warranty as to the condition of the Work.

## **11. Funds for Construction**

At the LSU Representative's request, prior to the commencement of any phase of the Work, LESSEE shall satisfy the LSU Representative that the total amount of money needed to complete the Work, or phase of the Work being undertaken, has been collected or acquired by the LESSEE and is dedicated to that use. At the LSU Representative's sole option, LESSEE may be required to provide a letter of credit, a performance bond, or a dedicated escrow account to guarantee its performance.

## **12. On Site Construction Inspector**

If in the LSU Representative's sole discretion it is deemed necessary, LESSEE at LESSEE's expense shall hire an on-site construction inspector or clerk of the works for full time supervision of the Work.

## **13. Inspection and Survey**

LESSEE shall inspect the Leased Premises, and arrange for any necessary boundary surveys, topographical surveys, soil borings and other site investigations at its expense. LESSEE accepts the Leased Premises in its present condition.

## **14. No Liens; Release of Recorded Liens**

LESSEE shall not suffer or permit any liens to be enforced against the Leased Premises or LSU by reason of a failure to pay for any work, labor, services or materials supplied or claimed to have been supplied to LESSEE or to anyone through or under the LESSEE. If any such liens shall be recorded against the Leased Premises, LESSEE shall cause the same to be released of record, or in the alternative, if the LESSEE in good faith desires to contest the same, LESSEE shall be privileged to do so, but in such case, LESSEE shall promptly deposit with the Recorder of Mortgages of East Baton Rouge 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 LSU 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.

## **15. 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 (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.



## **EXHIBIT “D” TO GREEK LEASE**

### **GENERAL INSURANCE REQUIREMENTS**

Unless otherwise approved in writing by the LSU Representative, LESSEE shall maintain the following during the term of this Lease Agreement:

#### **1. General Liability and Property Damage Insurance**

At all times during the term of this Lease Agreement, LESSEE shall procure and have in effect such comprehensive liability and property damage insurance, including insurance for the operation of motor vehicles, which will cover LESSEE's, LSU's, and the Architect's legal liability arising out of the license or use of the Leased Premises and the occupancy of the Improvements by LESSEE or any of its invitees, 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 therefrom, with minimum limits of liability of Two Million (\$2,000,000.00) dollars per occurrence and Five Million (\$5,000,000.00) dollars general aggregate. LESSEE 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 any Work or construction under this Lease Agreement. Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of any Work or construction on the Leased Premises or to the Improvements.

#### **2. Property Loss Coverage**

At all times during the term of this Lease Agreement, LESSEE shall procure and have in effect property insurance for loss or damage to the Leased Premises and to the Improvements and Work by fire, lightning, earthquake, collapse, vandalism and malicious mischief, flood and storm surge and other perils as included in “extended coverage” or “broad form” insurance in an amount equal to 100% repair or replacement (including cost of demolition and debris removal) cost of the Improvements and any other Work on the Leased Premises less a commercially reasonable deduction but without allowance for depreciation.

#### **3. General Insurance Requirements**

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 Lease Agreement:

##### **a. Required Insurance Shall Be Primary**

All insurance required hereby shall be primary as respects LSU, its members, officers, employees and authorized agents and LSU. Any insurance or self-insurance maintained by the Louisiana Office of Risk Management or LSU shall be excess and noncontributory of LESSEE or any Contractors' insurance.

**b. Failure to Comply With Reporting Requirements**

Any failure of the LESSEE to comply with reporting requirements of a policy required hereby shall not affect coverage provided to LSU, its members, officers, employees and authorized agents and LSU.

**c. Application of Multiple Policies**

The LESSEE'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 therefor shall release the LESSEE 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 LSU 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 SIR's**

The LESSEE 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 LSU, its members, officers, employees and authorized agents and LSU.

**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 LESSEE 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 in writing by the LSU Representative, claims-made policies are not allowed.

**k. Verification of Coverage**

The LESSEE 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 LESSEE to furnish, deliver and maintain such insurance as provided herein, and expiration of any applicable cure period, then LSU may, but shall not be obligated to, obtain said insurance on behalf of the LESSEE at the LESSEE's commercially reasonable cost and expense. Failure of the LESSEE to purchase and/or maintain, either itself or through its contractor(s), any required insurance, shall not relieve the LESSEE from any liability or indemnification hereunder.

**l. Additional Insureds**

The LESSEE, LSU and its members, officers, employees and authorized agents shall each be named as additional insureds on all policies required hereby.

**m. Additional Insurance**

The LSU Representative may review LESSEE'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. LESSEE agrees to comply with any such reasonable request by the LSU Representative or to allow reasonable changes or reductions in coverages.

**n. Limitation on Liability**

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

**o. Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the LESSOR.

**p. Waiver of Subrogation**

LESSEE hereby grants to LESSOR a waiver of any right to subrogation which any insurer of said LESSEE may acquire against LESSOR by virtue of the payment of any loss under such insurance. LESSEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the LESSOR has received a waiver of subrogation endorsement from the insurer.

# **Request to Acknowledge and Authorize the Fifth Amendment to the Amended and Restated Master Hospital Lease**

**Date: September 6, 2024**

## **1. Bylaw Citation**

Pursuant to Article VII, Section 1:

N. Other Significant Matters

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

## **2. Summary of Matter**

LSU, University Medical Center Management Corporation (UMCMC), and the State of Louisiana, through the Division of Administration (DOA) are parties to a Cooperative Endeavor Agreement (CEA) and Amended and Restated Master Hospital Lease (Lease), both having an effective date of May 29, 2013. The Lease has been amended four times since May of 2013, on July 29, 2015, April 1, 2016, October 25, 2017, and October 1, 2021.

During the term of the Lease, UMCMC has made certain improvements to the leased premises at a total cost of \$56,958,140.00. As a result of this expenditure, UMCMC requests a reduction in the New Facility Quarterly Rent payments under the Lease equal to the total costs of the improvements. This reduction in payments will be spread equally over a seven (7) year period in annual amounts of \$8,136,877.00.

Because the Fifth Amendment to the Amended and Restated Master Hospital Lease (Fifth Amendment) serves the public purpose set forth in the CEA and is consistent with the purpose and intent of the CEA to address the provision of healthcare in and thru the new facility and to address the stability and preservation of academic medicine in Louisiana, especially in the New Orleans area, LSU, UMCMC, and the DOA now seeks the approval of the Board to enter into this Fifth Amendment in accordance with the attached amendment and exhibit.

## **3. Review of Business Plan**

Not Applicable.

## **4. Fiscal Impact**

The lease payments under the CEA and Lease flow from UMCMC through LSU to the DOA. LSU does not receive any portion of the lease payments, so the reduction in rent will not have a fiscal impact on LSU.

## **5. Description of Competitive Process**

Not Applicable.

## **6. Review of Legal Documents**

The Fifth Amendment has been prepared by and negotiated between the parties, and the parties are awaiting signature on behalf of the University by the President of LSU subject to Board of Supervisors' approval.

## **7. Parties of Interest**

Board of Supervisors of Louisiana State University Agricultural and Mechanical College; University Medical Center Management Corporation; and the State of Louisiana, through the Division of Administration.

## **8. Related Transactions**

Cooperative Endeavor Agreement dated May 29, 2013; the Amended and Restated Hospital Lease dated May 29, 2013; the First Amendment to the Amended and Restated Hospital Lease dated July 29, 2015; the Second Amendment to the Amended and Restated Hospital Lease dated April 1, 2016; the Third Amendment to the Amended and Restated Hospital Lease dated October 25, 2017; and the Fourth Amendment to the Amended and Restated Hospital Lease dated October 1, 2021.

## **9. Conflicts of Interest**

None.

## **10. Attachments**

Fifth Amendment to Amended and Restated Master Hospital Lease; and Exhibit A, Cost of Improvements.

## **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 Fifth Amendment to the Amended and Restated Hospital Lease between LSU, the University Medical Center Management Corporation, and the State of Louisiana, through the Division of Administration, with such amendment to contain such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.

**FIFTH AMENDMENT TO AMENDED AND RESTATED  
MASTER HOSPITAL LEASE**

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

**PARISH OF ORLEANS**

This FIFTH AMENDMENT TO AMENDED AND RESTATED MASTER HOSPITAL LEASE (this “**Fifth Amendment**”) is made and entered into effective as of the   1<sup>st</sup>   day of   July  , 2024 (the “**Effective Date**”), by and among:

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**, a public constitutional corporation of the State of Louisiana, represented herein by William F. Tate IV, President of Louisiana State University, with a mailing address of Louisiana State University, 3810 West Lakeshore Drive, Baton Rouge, Louisiana 70808 (Federal I.D. No. XX-XXX0848) (hereinafter referred to as “**LSU**”);

**UNIVERSITY MEDICAL CENTER MANAGEMENT CORPORATION**, a Louisiana nonprofit corporation represented herein by its undersigned Chief Executive Officer, duly authorized hereunto, with a mailing address of 2000 Canal Street, New Orleans, Louisiana 70112 (Federal I.D. No. XX-XXX5187) (hereinafter referred to as “**UMCMC**”); and

**STATE OF LOUISIANA, THROUGH THE DIVISION OF ADMINISTRATION**, herein represented and appearing through Jay Dardenne, Commissioner of Administration, Division of Administration, Office of the Governor, State of Louisiana, under the authority granted pursuant to La. R.S. 39:11 and other applicable law, whose mailing address is Post Office Box 94095, Baton Rouge, Louisiana 70804-9095 (hereinafter referred to as the “**State**” or “**DOA**”),

who declare as follows:

**RECITALS**

**WHEREAS**, LSU, UMCMC and the DOA (individually, a “**Party**” and collectively, the “**Parties**”) are party to that certain Amended and Restated Master Hospital Lease, having an effective date of May 29, 2013 (the “**Amended and Restated Lease**”), as amended by that certain First Amendment to Amended and Restated Master Hospital Lease dated as of July 29, 2015 (the “**First Amendment**”), and as further amended by that certain Second Amendment to Amended and Restated Master Hospital Lease, dated as of April 1, 2016 (the “**Second Amendment**”), and as further

amended by that certain Third Amendment to Amended and Restated Master Hospital Lease, dated effective as of October 25, 2017, as confirmed and ratified by that certain Confirmation and Ratification of Third Amendment to Amended and Restated Master Hospital Lease, dated effective as of October 25, 2017 (the “**Third Amendment**”), and as further amended by that certain Third [*sic*] Amendment to Amended and Restated Master Hospital Lease, dated October 1, 2021 (the “**Fourth Amendment**”) (the Amended and Restated Lease, as so amended and modified by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, the “**Lease**”); and any capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease; and

**WHEREAS**, pursuant to Section 6.2 of the Lease, UMCMC has made certain Improvements to the Leased Premises at a total cost of \$56,958,140.00, as set forth on **Exhibit A** attached hereto and made a part hereof; and

**WHEREAS**, a reduction in the New Facility Quarterly Rent payments is desired in an amount equal to the total costs of the Improvements as set forth on **Exhibit A**, which reduction in the Quarterly Rent payments will be spread equally over a seven (7) year period as set forth herein (hereinafter referred to as the “**Quarterly Rent Reduction**”); and

**WHEREAS**, LSU and the DOA acknowledge and agree that the amendments to the Lease set forth herein serve the Public Purpose set forth in the CEA and are consistent with the purpose and intent of the CEA to address the provision of healthcare in and through the New Facility and to address the stability and preservation of academic medicine in Louisiana, especially in New Orleans.

**NOW THEREFORE**, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Lease as follows:

1. **Recitals Incorporated**. The foregoing recitals are incorporated herein as if fully set forth in the body of this Fifth Amendment.

2. **Quarterly Rent Reduction**. Section 3 of the Lease is hereby amended to provide that beginning July 1, 2024, and continuing for seven (7) consecutive years until June 30, 2031 (such seven (7) year period being the “**Quarterly Rent Reduction Period**”), the New Facility Quarterly Rent payments payable by UMCMC to LSU shall be reduced by the total amount of \$56,958,140.00, which reduction shall be spread equally in annual amounts of \$8,136,877 each over such seven (7)



year period, and which annual reductions shall be divided and applied quarterly to reduce each New Facility Quarterly Rent payment during such seven (7) year period.

3. **Waiver.** It is further agreed that Lessee waives any and all rights Lessee has or may have pursuant to Section 6.2 of the Lease for reimbursement for the Improvements set forth on Exhibit A.

6. **Authorized Representatives of the Parties.** Each of the Parties hereto hereby represents and warrants to the other Parties that it has taken all necessary action on its part to enter this Fifth Amendment, the person or persons signing this Fifth Amendment on behalf of such party have been duly authorized to do so, and no consent or approval from any other person that is not a signatory hereto is needed to execute this Fifth Amendment and bind such party to the terms and provisions of this Fifth Amendment, or that any such consent or approval that may be required has been obtained on or before the Effective Date hereof.

7. **Terms of Lease.** Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect, as amended by this Fifth Amendment.

8. **Inconsistencies.** In the event of any conflicts or inconsistencies between the provisions of this Fifth Amendment and those of the Lease, the provisions of this Fifth Amendment shall control.

9. **Counterparts.** This Fifth Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement.

10. **Intervention.** Now herein enters Louisiana Children's Medical Center ("LCMC") to individually and *in solido* with UCMCMC guarantee the full and timely payment and performance of all of UCMCMC's obligations under the Lease as amended by this Fifth Amendment, and it is expressly agreed that the provisions of the Lease, as amended by this Fifth Amendment, as to the guaranty of LCMC, supersede and control any provisions of the CEA or any other related agreements to the contrary, if any. Effective upon LCMC's submission of a Withdrawal Notice (as defined in the CEA), LCMC's guarantee under this intervention for obligations of UCMCMC accruing thereafter shall terminate.

*[Remainder of Page Intentionally Blank; Signature Pages Follow]*

[Signature Page for **LSU** to the Fifth Amendment to Amended and Restated Master Hospital Lease]

This Fifth Amendment to Amended and Restated Master Hospital Lease, by and among the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, University Medical Center Management Corporation, and the State of Louisiana, through the Division of Administration, is executed in multiple counterparts.

**IN WITNESS WHEREOF**, the Parties hereto have signed their names on the dates indicated below, but effective as of the Effective Date, in the presence of the undersigned competent witnesses:

**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: \_\_\_\_\_

Date Executed: \_\_\_\_\_

[Signature Page for UMCMC to the Fifth Amendment to Amended and Restated Master Hospital Lease]

This Fifth Amendment to Amended and Restated Master Hospital Lease, by and among the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, University Medical Center Management Corporation, and the State of Louisiana, through the Division of Administration, is executed in multiple counterparts.

**IN WITNESS WHEREOF**, the Parties hereto have signed their names on the dates indicated below, but effective as of the Effective Date, in the presence of the undersigned competent witnesses:

**WITNESSES:**

**UNIVERSITY MEDICAL CENTER  
MANAGEMENT CORPORATION**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
John R Nickens, IV  
President and CEO

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date Executed: \_\_\_\_\_

[Signature Page for State/DOA to the Fifth Amendment to Amended and Restated Master Hospital Lease]

This Fifth Amendment to Amended and Restated Master Hospital Lease, by and among the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, University Medical Center Management Corporation, and the State of Louisiana, through the Division of Administration, is executed in multiple counterparts.

**IN WITNESS WHEREOF**, the Parties hereto have signed their names on the dates indicated below, but effective as of the Effective Date, in the presence of the undersigned competent witnesses:

**WITNESSES:**

**STATE OF LOUISIANA**, through the  
**LOUISIANA DIVISION OF ADMINISTRATION**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Taylor F. Barras  
Commissioner of Administration

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date Executed: \_\_\_\_\_

[Signature Page for **LCMC** to the Fifth Amendment to Amended and Restated Master Hospital Lease]

This Fifth Amendment to Amended and Restated Master Hospital Lease, by and among the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, University Medical Center Management Corporation, and the State of Louisiana, through the Division of Administration, is executed in multiple counterparts.

**IN WITNESS WHEREOF**, the Parties hereto have signed their names on the dates indicated below, but effective as of the Effective Date, in the presence of the undersigned competent witnesses:

**WITNESSES:**

**INTERVENOR/GUARANTOR:**

**LOUISIANA CHILDREN’S MEDICAL CENTER**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Gregory C. Feirn, President  
and Chief Executive Officer

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date Executed: \_\_\_\_\_

**EXHIBIT A**

**Cost of Improvements**

<b><u>Asset Category</u></b>	<b><u>Description</u></b>	<b><u>Cost</u></b>
Major Bldg Renovations	Parking Garage	\$29,440,981
Major Bldg Renovations	OSC	\$7,514,401
Major Bldg Renovations	Primary Care	\$3,113,827
Major Bldg Renovations	Pharmacy Renovation	\$595,273
Major Bldg Renovations	Misc Other Reno	\$8,655,939
Bldg - Fixed Equipment	OmniCell Upgrade	\$4,804,373
Bldg - Fixed Equipment	Lab Automation	<u>\$2,833,346</u>
		\$56,958,140

# **Request from LSU A&M to Approve Lease of Space for LSU Online**

**Date: September 6, 2024**

## **1. Bylaw Citation**

Pursuant to Article VII, Section 1

E.2. Lease of more than 10,000 sf

## **2. Summary of Matter**

The LSU Online program is a rapidly growing department that is a vital component of LSU's efforts to increase enrollment and deliver in-demand, affordable, and high quality LSU programs with the flexibility and convenience that today's students need to finish the degree. LSU Online must relocate from its current location in the Louisiana Emerging Technologies Center (LETC). The LETC building has been selected as the new home of the Military Science program, and LSU Online must vacate the building by early 2025 in order to prepare for required renovations to that building.

The proposal is to lease 27,488 sf of space in the building known as United Plaza XII, which is located on Essen Lane near the State of Louisiana Archives building. The building is also partially occupied by the Louisiana Secretary of State. LSU Online officials believe that the location and building are nearly ideal for LSU Online needs. The location offers ease of access from both I-10 and I-12, ample parking, and restaurants and other amenities nearby.

The lease will be executed pursuant to state law, La. R.S. 39:1641, by LSU and the State Division of Administration (DOA). Under that process, LSU will submit a form to DOA formally requesting that it enter into a lease on LSU's behalf. Once DOA has approved the request, it will work with LSU and the landlord to negotiate the specific terms of the lease, based on a standard state lease template. When ready, it will be executed by both the President of LSU and DOA.

## **3. Review of Business Plan**

LSU Online has been leasing approximately 25,500 sf of space in the LETC building that is currently owned by the LSU Research Foundation (LSURF). LSU Online pays a rate of \$35 /sf for approximately 21,500 sf and \$24.50 for the other 4,000 sf. This is a total of \$850,500 rent per year.

LSU has received a proposal from the potential landlord for 27,488 sf at a rate of \$25.00 / sf, for a total of \$687,200 rent per year. The result is a substantial savings from its current rate.

The lease will be for a term of 3 years, the maximum allowed by state law under the procurement method used for this lease. There will be two options to renew, each for an additional 3 years. Exercise of those renewal options will be at the discretion of LSU and DOA.

LSU Online currently has a lease with LSURF for the space it occupies in the LETC building. This lease will terminate on June 30, 2025. However, LSURF has confirmed that it has paid off all loans secured by the rental income from LSU Online and other tenants and is willing to terminate the

lease at any time at the request of LSU. LSU Online's obligation to pay rent for the LETC space will terminate with the termination of the LETC lease.

#### **4. Fiscal Impact**

The new lease will result in a savings of \$163,300 per year for LSU Online. LSURF will lose the rent that LSU Online has been paying, but this has been expected and planned for as part of the transition of the LETC building to the Military Science program.

#### **5. Description of Competitive Process**

LSU received proposals from 3 different property owners for 4 different potential locations. Based on a comprehensive review of the options, considering price, location, quality of the space, and other factors, this proposal was determined to best meet the needs of the LSU Online program. Under state law, an emergency sole-source procurement method can be used because of the need to vacate the existing LSU Online facilities by early 2025. At the end of the initial 3-year term, LSU will have the option of renewing the lease. If the landlord or the state are unwilling to extend the lease, or offer unfavorable terms to LSU, it will go out to bid unless suitable LSU- or state-owned space is available at that time.

#### **6. Review of Legal Documents**

The new lease will be based on the standard state lease template used by DOA. All legal agreements will be reviewed by the Office of General Counsel prior to execution by the President.

#### **7. Parties of Interest**

Twelve United Plaza, LLC and its property manager, Stirling Properties

#### **8. Related Transactions**

None

#### **9. Conflicts of Interest**

None known.

#### **10. Attachments**

1. Lease proposal with floor plan

### **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 (i) a lease with Twelve United Plaza, LLC and the Division of Administration for office space in United Plaza XII, (ii) a termination of the lease with the LSU Research Foundation for the LSU Online space in the LETC building, and (iii) any other requests,



agreements, consents, approvals, or other documents needed for this transaction, with all leases, agreements, consents, approvals, and other documents to contain such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.



August 8, 2024

Mr. Justin Langlois  
Regional Vice President  
Stirling  
8550 United Plaza Blvd., Suite 101  
Baton Rouge, LA 70809

RE: 8585 Archives Blvd, Suite 210 Lease Proposal  
United Plaza XII  
Baton Rouge, LA, 70809

Dear Mr. Langlois:

It is our pleasure to present the following lease proposal on behalf of the building ownership for your consideration. We look forward to accommodating your needs and including LSU Online and Continuing Education as a tenant in the United Plaza XII building.

- 1. Initial Space:** 27,488 SFR on the 2nd floor.
- 2. Lease Term:** 3 Years.
- 3. Lease Commencement:** Upon completion of Tenant Improvements or occupancy of Tenant, whichever occurs first.
- 4. Base Rental Rate:**  
Year 1= \$25.00 SFR/Annual/Gross  
Year 2= \$25.50 SFR/Annual/Gross  
Year 3= \$26.00 SFR/Annual/Gross
- 5. Tenant Improvements:** Landlord to provide a turnkey delivery of the Initial Space based upon the attached Tenant Improvement quote. If there are any additional Tenant Improvement changes or costs overages above \$489,350.00, those costs would be covered by the Tenants sole costs and expense.
- 6. Renewal Options:** Tenant shall have two (2) three (3) year lease Renewal Options at the then fair market price based upon comps in the United Plaza Office Park.



This proposal is not intended to be contractual in nature, but only expresses the basis upon which we wish to enter into a lease agreement. The undersigned acknowledges that this letter is intended to outline initial terms for consideration only and is in no manner intended to obligate any party contractually and no such obligation shall arise unless/until a mutually satisfactory lease agreement is fully executed by, and delivered to, all parties.

This proposal is subject to prior leasing and final approval by Landlord of the final lease terms and conditions. This proposal will remain valid through Monday, August 12, 2024.

We have outlined these general terms and conditions for the Tenant's convenience. On behalf of Stirling, we appreciate your consideration of this proposal. We look forward to working with you on this transaction.

Sincerely,

Scott Macdonald  
Senior Advisor

Accepted and Agreed to:

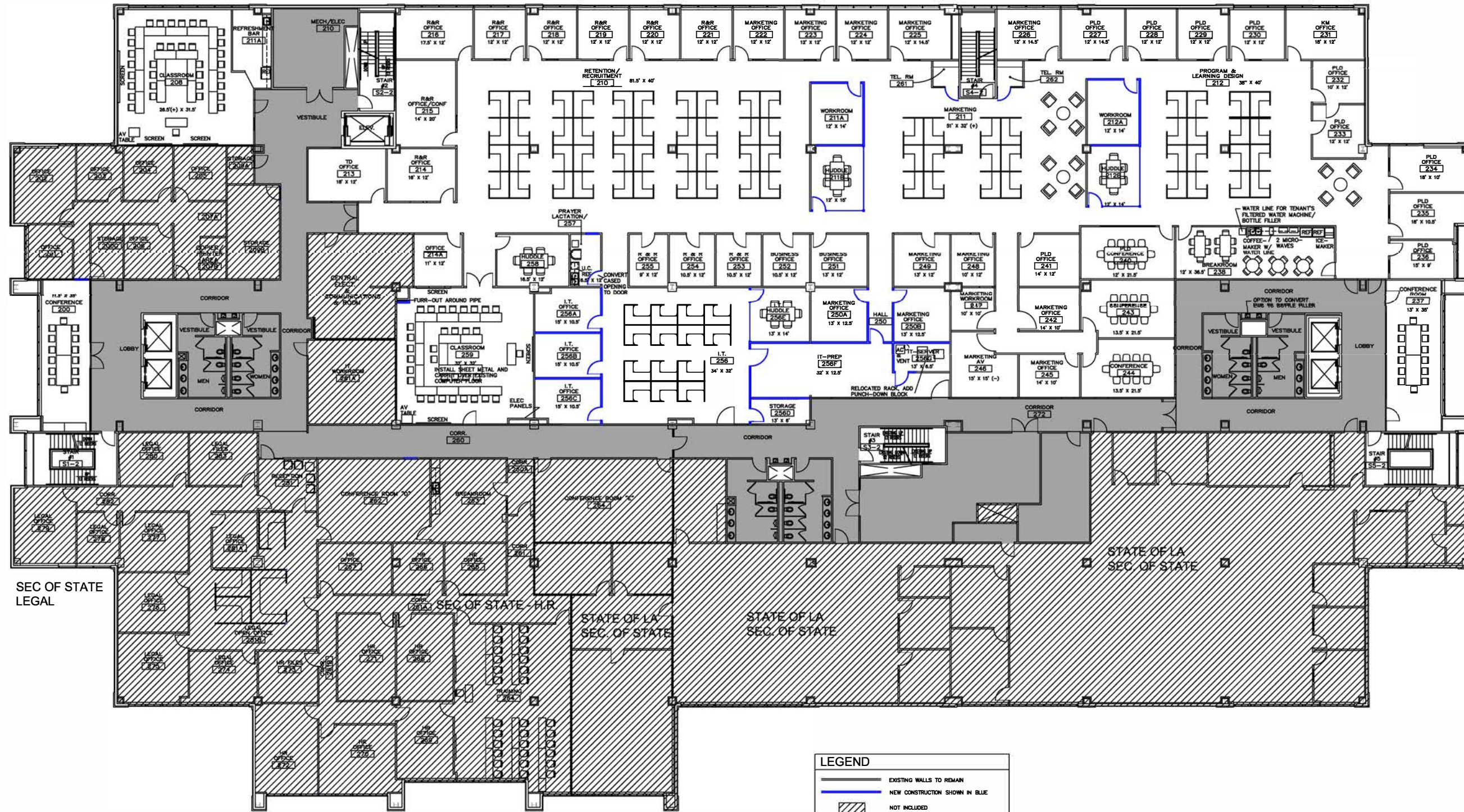
By: \_\_\_\_\_

Its \_\_\_\_\_ :

Date: \_\_\_\_\_



LSU ONLINE AND CONTINUING EDUCATION- OPTION B



**1** XII United 2nd Floor Plan  
SCALE: 1" = 25'

LSU ONLINE & CONTINUING EDUCATION  
XII UNITED PLAZA

24-054 22 July 2024

STIRLING PROPERTIES



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1744 oakdale dr baton rouge, la  
t 225.767.1530 f 225.767.0018

**SD-1**





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# Board of Supervisors

## ATHLETICS COMMITTEE



**Board of Supervisors**

**Request from LSU Athletics to Approve New Employment Agreement for Men’s Basketball Assistant Coach**

**Date: September 6, 2024**

**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 Casey Long, assistant coach of the LSU Men’s Basketball Team. The new employment agreement will replace the existing employment agreement, which expires on June 30, 2026. The key terms of the agreement are summarized below:

Name	Title	Proposed Start Date	Proposed End Date	Proposed Total Certain Compensation <sup>a</sup>
Casey Long	Assistant Men’s Basketball Coach	7/1/2024	6/30/2026	\$350,000

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: Casey Long.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College approves the Employment Agreement for Casey Long 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 this 6th day of September, 2024, 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 Casey Long (“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 annualized sum of \$350,000.
  - C. “Contract Year”: An annual period from January 1 to December 31 during the Term.
  - D. “End Date”: June 30, 2026.
  - E. “Position”: Assistant Coach for the Team.
  - F. “President”: The President of LSU.
  - G. “Program”: The intercollegiate men’s basketball program at LSU.
  - H. “Start Date”: July 1, 2024.
  - I. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** This Agreement shall be for a definite term (“Term”), commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 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 Head Coach of the Team. It is the intention 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 Head Coach and Athletics Director:
  - A. Performing all duties reasonably assigned to Employee by the Head Coach of the Team or the Athletics Director so long as such duties are consistent with those duties typically assigned to assistant coaches at colleges or universities at the same competitive level as LSU;



- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Devoting full professional attention and efforts to promoting the Program and fulfilling the necessary coaching responsibilities and duties;
- D. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletics Association (“NCAA”), the Southeastern Conference (“SEC”), LSU, and any other conference rules or policies which may be subsequently implemented (hereinafter collectively referred to as “Governing Athletics Regulations”);
- E. Promoting an atmosphere of compliance within the Program;
- F. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletics Director and the Director of Compliance;
- G. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 (“PM-73”), and understanding and complying with the mandatory obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which Employee has knowledge or receives notice to LSU’s Title IX Coordinator as required by PM-73;
- H. 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;
- I. 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;
- J. Cooperating fully, truthfully and without undue delay in any LSU internal investigation or inquiry;
- K. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- L. 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 are conducted consistent with LSU's mission;

- M. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletics Director;
  - N. 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, the Program and LSU;
  - O. 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;
  - P. Maintaining a presence on campus and in the Program, except for absences approved by the Athletics Department; and
  - Q. Using reasonable efforts to promote the goal of LSU that every student athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes.
5. **Sports Camps.** Subject to Governing Athletics Regulations and Athletics Department guidelines, rules and regulations, Employee may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any additional compensation from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay Employee the Base Salary annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. Any amounts due to Employee under this Section for a partial Contract Year shall be prorated.
7. **Media Participation and License to NIL.**
- A. **License.** As further consideration for payment of Base Salary, 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 obtained during the Term, 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. **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.
8. **Post-Season Incentive Compensation.** In the event the Team participates in post-season game(s), Employee may be eligible for Post-Season Incentive Compensation as if a non-contracted employee in accordance with LSU's most recent Additional Compensation Policy for Post-Season Athletics." If payable, Post-Season Incentive Compensation shall be paid within 60 days of achieving the applicable goal. 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 actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination of employment, Employee shall not be entitled to Post-Season Incentive Compensation. Post-Season 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 \$800 per month or (2) to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.
- C. **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.
- D. **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.
- E. **Relocation Incentive.** If indicated in Section 1 of the Agreement, Employee shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if you do not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.
- F. **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.

- G. **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 (other than a passive investment), including the use of Employee’s name by any commercial, public or private entity. As required by NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, Employee shall report annually to the President and the Athletics Director, in writing, all athletically-related income or benefits received by Employee from sources outside LSU, and shall provide LSU reasonable access to all records necessary to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. Employee shall not, without written approval of the President and the Athletics Director and compliance with PM-11, arrange for or agree to the receipt of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Except for routine news media interviews or educational or development programs for which no compensation is received, Employee shall not appear on or in any radio, television, or internet programs or other electronic media other than those produced or sponsored by LSU without the prior written approval of the Athletics Director or the Athletics Director’s designee.
- 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 at any time prior to its expiration, upon written notice to Employee.
  - 1. For purposes of this Section, “cause” for termination shall be defined as:
    - a. If, as determined by LSU and without the need for any adjudication by any other entity, Employee commits any material and substantial violation (or repeated lesser violations) of Governing Athletics Regulations, fails promptly to report any such violation by another

person to the Director of Compliance, or commits a material and substantial violation of any LSU policies, rules, or procedures;

- b. If, as determined by LSU and without the need for any adjudication by any other entity, there is any material and substantial violation of Governing Athletics Regulations involving any aspect of the 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, an online or in-person sportsbook, 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, all of Employee's compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to Employee for any sums or damages other than compensation earned through the last day of such month, as well as Post-Season Incentive Compensation (if any) 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.
2. In the event of termination by LSU without cause, all of Employee's 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 as well as Post-Season Incentive Compensation (if any) that has been earned but not paid. The termination date shall be the date designated by LSU in the notice of termination.
3. If LSU terminates employment during the Term without cause, LSU will pay Employee liquidated damages in the amount of 80 percent of the Base Salary which would have been payable to Employee through the remaining Term of the Agreement.
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. LSU's obligation to pay liquidated damages under this Section shall terminate upon the death of Employee.
5. In the event of termination by LSU without cause, Employee shall have the duty to mitigate and use best efforts to obtain similar athletics-related employment in another position with compensation at fair market value. Employee shall exercise due diligence and good faith in seeking qualifying employment so long as the liquidated damage obligation exists. In the event Employee obtains such other employment, Employee must notify LSU and provide documentation reasonably requested by LSU to determine the amount of compensation received by Employee and the amount of offset due to LSU. Mitigation shall be calculated as follows:
  - a. If new employment is via contract, LSU shall reduce future payments by the greater of (i) the average annual compensation of Employee's new employment agreement (regardless of term) or

(ii) the specific annual compensation due for given year corresponding to this Agreement.

- b. If new employment is not via contract (i.e., at-will), LSU will reduce future payments by the specific annual compensation due for given year corresponding to this Agreement.

Employee shall not attempt to allow third parties to take advantage of this Section as a means of avoiding paying the market value of Employee's services. In the event Employee breaches these obligations, LSU will have the right to (i) be completely relieved of any obligation to make any remaining payments owed to Employee (following notice to Employee and a reasonable opportunity for Employee's new employer to cure any deficiency) or (ii) adjust payments to reflect the market value for Employee's employment or services.

6. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause Employee to lose compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are not easy to determine with certainty. Accordingly, the parties have bargained for this liquidated damages provision. The parties further 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 30 days written notice to LSU. If Employee terminates employment at any time before the End Date, Employee will pay to LSU as liquidated damages as provided in this Section in lieu of any and all other legal remedies or equitable relief. 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.
2. In the event of termination by Employee without cause, all of Employee's compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU and Employee, shall be the earlier of: (a) the date on which Employee provides notice of termination to LSU; (b) the date on which Employee accepts employment from another employer; or (c) the date on which Employee performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to Employee for any amounts other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate Employee to repay

unearned compensation and fees previously or inadvertently paid by LSU under the premise that Employee would fulfill the Term of this Agreement.

3. If Employee terminates employment at any time before the End Date, Employee will pay to LSU as liquidated damages an amount as follows:
  - a. Fifty percent of all remaining Base Salary which would have been payable to Employee for the remaining term if Employee accepts employment in a non-head coaching position with another SEC men's basketball program; or
  - b. Twenty-five percent of all remaining Base Salary which would have been payable to Employee for the remaining term if Employee accepts employment in a non-head coaching position in college basketball other than as described above or terminates employment for any other reason;
  - c. Except, however, no liquidated damages will be owed if Employee accepts any collegiate head coaching position or position in a professional league; terminates the Agreement after the conclusion of the final season of the Term (including all post-season contests, if applicable); or terminates within 60 days Matt McMahan's last day of employment with LSU as Head Coach.
4. 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 for the Program, in addition to potentially increased compensation costs and loss of goodwill or sales, which damages are impossible to determine with any certainty. Accordingly, the parties have bargained for this liquidated damages provision. The parties further agree that the liquidated damages herein are not in any way a penalty.

**D. Suspension or Other Disciplinary Action.**

1. LSU may impose suspension or leave without pay for a period no longer than 120 days for any act or omission which would be grounds for discipline or termination for cause as defined herein. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, Employee shall be provided written notice of the grounds for the suspension and shall have seven calendar days from receipt of such notice to respond in writing to the Athletics Director. After review of any such response, the Athletics Director or the Athletics Director's designee will provide Employee with written notice of a decision and/or suspension. Suspension

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

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

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 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 damages, including 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 which are public or as otherwise 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. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS

SECTION LIMITING LIABILITY AND EXCLUDING CONSEQUENTIAL DAMAGES AND OTHER REMEDIES IS ESSENTIAL AND IS A MATERIAL INDUCEMENT FOR THE UNIVERSITY TO ENTER INTO THIS AGREEMENT. ACCORDINGLY, SUCH PROVISIONS SHALL BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISIONS AND SHALL BE ENFORCED AS SUCH, REGARDLESS OF ANY BREACH OR OTHER OCCURRENCE HEREUNDER.

- G. **Interference with Athletics.** During any period where Employee receives post-termination liquidated damages, compensation or benefits, 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, LSU shall be entitled to discontinue any post-termination liquidated damages, compensation or benefits and may seek to recover any payments that have been disbursed.
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 12 months 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 is required to return to LSU all LSU property in Employee's possession within seven calendar days of termination or separation of employment. Employee shall also return any courtesy vehicle provided under this Agreement within seven calendar days of termination or separation of employment. Employee agrees that LSU may withhold any liquidated damage payments or other compensation due Employee pending return of property under this Section.
14. **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.

15. **Duty to Cooperate.** Both during and after the end of employment with LSU, Employee agrees, without additional compensation (other than reimbursement for reasonable associated expenses post-employment), to cooperate with LSU in any investigation, internal or otherwise, of any possible violation of law (including Title IX) or violation of any rule, policy or regulation of LSU (including PM-73), the SEC or the NCAA. Employee agrees (a) to be reasonably available to answer questions regarding any matter with which Employee was involved while employed by LSU, and (b) to cooperate with LSU during the course of any proceedings arising out of any matter with which Employee has knowledge or information.
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 matters contemplated hereby and shall, upon the Effective Date, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
18. **Indirect Actions Prohibited.** Any act which Employee is prohibited from doing directly in this Agreement shall not be done indirectly by Employee or another person on Employee's behalf or at Employee's behest.
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. Additional Conditions of Employment.**

- A. **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.
- B. **Background Checks and Disclosures.** Prior to commencing employment, Employee shall be required to submit to background checks as deemed appropriate by the University. Employee's employment is contingent upon a satisfactory background check in accordance with University policy. In addition, prior to signing this Agreement, Employee must disclose to the University any and all criminal, civil or administrative matters from the prior five years, including those currently pending but excluding non-felony traffic infractions. Failure to disclose all such matters to the University will serve as a basis to terminate employment for cause.
- C. **Approvals.** This Agreement is subject to any approvals that must be obtained in accordance with law or University policy. No provision of this Agreement shall be enforceable until signed by all parties and, if required by policy, approved by the Board of Supervisors.

**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.

**SIGNATURES ON FOLLOWING PAGE**



THE PARTIES hereto have executed this Agreement on the day, month and year identified with the signature.

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

By: \_\_\_\_\_  
William F. Tate IV, President Date

Casey Long 07/01/2024  
Casey Long (Jul 1, 2024 10:11 CDT)

Casey Long Date

RECOMMENDED:

Scott Woodward  
Scott Woodward, Director of Athletics

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



**Board of Supervisors**

**Request from LSU Athletics to Approve New Employment Agreement for Women's Golf Head Coach**

**Date: September 6, 2024**

**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 Garrett Runion, Head Coach of the LSU Women's Golf Team. The new employment agreement will replace the existing employment agreement, which expires on June 30, 2026. The key terms of the agreement are summarized below:

Name	Title	Proposed Start Date	Proposed End Date	Proposed Total Certain Compensation <sup>a</sup>
Garrett Runion	Head Women's Golf Coach	7/1/2024	6/30/2029	\$255,000

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: Garrett Runion.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College approves the Employment Agreement for Garrett Runion 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 this 6th day of September, 2024, 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 Garrett Runion (“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 annualized sum for the following periods:

Start Date through June 30, 2025	\$255,000
July 1, 2025 through June 30, 2026	\$260,000
July 1, 2026 through June 30, 2027	\$265,000
July 1, 2027 through June 30, 2028	\$270,000
July 1, 2028 through June 30, 2029	\$275,000.

C. “Contract Year”: An annual period from January 1 to December 31 during the Term.

D. “End Date”: June 30, 2029.

E. “Position”: Head Coach of the Team.

F. “President”: The President of LSU.

G. “Program”: The intercollegiate women’s golf program at LSU.

H. “Start Date”: July 1, 2024.

I. “Team”: The intercollegiate athletics team which is a part of the Program.

2. **Term.** This Agreement shall be for a definite term (“Term”), commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 or 12 of this Agreement. On the Start Date, the existing Employment Agreement between Employee and LSU, dated July 1, 2021, and previously amended October 10, 2022, shall terminate and shall be replaced with this Agreement.

3. **Employment.** LSU does hereby employ Employee in the Position for the Term. Employee will report directly to the Athletics Director or the Athletics Director’s designee. It is the intention 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.** Subject to Governing Athletics Regulations and Athletics Department guidelines, rules and regulations, Employee may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any additional compensation from operation of sports camps or clinics.
6. **Compensation.**
- A. **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.
- B. **Retention.** If Employee maintains uninterrupted employment through June 30, 2029, Employee shall be entitled to one-time Supplemental Compensation in the amount of \$25,000. This Supplemental Compensation is for additional stability and value brought to the Team and Program and is payable within 60 days of achievement.
7. **Media Participation and License to NIL.**
- A. **License.** As owner of the rights to Employee's name, image and likeness, Employee grants to the University and Athletics Department 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 obtained during the Term, 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. **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.
8. **Incentive Compensation.** Employee shall be entitled to Incentive Compensation as follows. Incentive Compensation shall be paid within 60 days of achieving the applicable goal and may be payable, in whole or in part, from affiliated foundation funds.

A. **Post-Season Incentive Compensation.** 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 actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination of employment, Employee shall not be entitled to Post-Season Incentive Compensation. The maximum amount of Post-Season Incentive Compensation payable in a Contract Year shall be \$100,000.

- |    |                                      |              |
|----|--------------------------------------|--------------|
| 1. | SEC Tournament Champion:             | \$15,000 AND |
| 2. | NCAA Regional Tournament Appearance: | \$ 5,000 AND |
| 3. | NCAA Regional Championship (Top 30)  | \$ 5,000 AND |
| 4. | NCAA Tournament (Top 15)             | \$15,000 AND |
| 5. | NCAA Tournament (Top 8)              | \$15,000 AND |
| 6. | NCAA Tournament (Top 4)              | \$20,000 AND |
| 7. | NCAA National Championship           | \$25,000     |

B. **Post-Season Incentive Compensation (Men's Team).** Employee shall also be eligible to earn one-half of the amounts listed above for each listed benchmark achieved by the Men's Golf team. The maximum amount for Post-Season Incentive Compensation under this Section 8(B) is \$50,000 per Contract Year.

C. **Coaching Recognition Incentive Compensation.** Employee may earn Coaching Recognition Incentive Compensation for receiving the following recognition. 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.

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

D. **Academic Incentive Compensation.** In the event the single-year Academic Performance Rate ("APR") for the Program exceeds a score of 940, LSU agrees to pay Employee Academic Incentive Compensation in the amount of \$5,000 for that Contract Year. 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 Academic Incentive Compensation, Employee must be employed by LSU as of the date on which the incentive is earned.



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 \$999 per month, or (2) to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.
  - C. **Club Membership.** Membership in a country club, such as the University Club of Baton Rouge, provided that (i) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy may be reimbursed from affiliated foundation funds; and (ii) Employee shall be responsible for payment of all non-business charges and expenses.
  - D. **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.

- E. **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.
- F. **Relocation Incentive.** If indicated in Section 1 of the Agreement, Employee shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if you do not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.
- 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 acknowledges 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 (other than a passive investment), including the use of Employee's name by any commercial, public or private entity. As required by NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, Employee shall report annually to the President and the

Athletics Director, in writing, all athletically-related income or benefits received by Employee from sources outside LSU, and shall provide LSU reasonable access to all records necessary to verify this report. LSU does not guarantee any amount of Additional Revenue.

- B. Employee shall not, without written approval of the President and the Athletics Director and compliance with PM-11, arrange for or agree to the receipt of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Except for routine news media interviews or educational or development programs for which no compensation is received, Employee shall not appear on or in any radio, television, or internet programs or other electronic media other than those produced or sponsored by LSU without the prior written approval of the Athletics Director or the Athletics Director's designee.
- 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 at any time prior to its expiration, upon written notice to Employee.
  - 1. For purposes of this Section, "cause" for termination shall be defined as:
    - a. If, as determined by LSU and without the need for any adjudication by any other entity, Employee commits any material and substantial violation (or repeated lesser violations) of Governing Athletics Regulations, fails promptly to report any such violation by another person to the Director of Compliance, or commits a material and substantial violation of any LSU policies, rules, or procedures;
    - b. If, as determined by LSU and without the need for any adjudication by any other entity, there is any material and substantial violation of Governing Athletics Regulations involving any aspect of the 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, an online or in-person sportsbook, 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, all of Employee's compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to Employee for any sums or damages other than compensation earned through the last day of such month, as well as any 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.

2. In the event of termination by LSU without cause, all of Employee's 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 as well as Post-Season Incentive Compensation (if any) that has been earned but not paid. The termination date shall be the date designated by LSU in the notice of termination.
3. If LSU terminates employment during the Term without cause, LSU will pay Employee liquidated damages in the amount of 80 percent of the Base Salary which would have been payable to Employee through the remaining Term of the Agreement.
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. LSU's obligation to pay liquidated damages under this Section shall terminate upon the death of Employee.
5. In the event of termination by LSU without cause, Employee shall have the duty to mitigate and use best efforts to obtain similar athletics-related employment in another position with compensation at fair market value. Employee shall exercise due diligence and good faith in seeking qualifying employment so long as the liquidated damage obligation exists. In the event Employee obtains such other employment, Employee must notify LSU and provide documentation reasonably requested by LSU to determine the amount of compensation received by Employee and the amount of offset due to LSU. Mitigation shall be calculated as follows:
  - a. If new employment is via contract, LSU shall reduce future payments by the greater of (i) the average annual compensation of Employee's new employment agreement (regardless of term) or (ii) the specific annual compensation due for given year corresponding to this Agreement.
  - b. If new employment is not via contract (i.e., at-will), LSU will reduce future payments by the specific annual compensation due for given year corresponding to this Agreement.

Employee shall not attempt to allow third parties to take advantage of this Section as a means of avoiding paying the market value of Employee's services. In the event Employee breaches these obligations, LSU will have the right to (i) be completely relieved of any obligation to make any remaining payments owed to Employee (following notice to Employee and a reasonable opportunity for Employee's new employer to cure any deficiency) or (ii) adjust payments to reflect the market value for Employee's employment or services.



6. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause Employee to lose compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are not easy to determine with certainty. Accordingly, the parties have bargained for this liquidated damages provision. The parties further 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. 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.
2. If Employee terminates employment at any time before the End Date, Employee will pay to LSU as liquidated damages an amount as follows:
  - a. Fifty percent of all remaining Base Salary which would have been payable to Employee for the remaining Term if Employee accepts employment with another SEC golf program; or
  - b. Twenty-five percent of all remaining Base Salary which would have been payable to Employee for the remaining Term if Employee accepts employment in any other golf program other than as described above or terminates employment for any other reason.
3. In the event of termination by Employee under this Section, all of Employee's compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU and Employee, shall be the earlier of: (a) the date on which Employee provides notice of termination to LSU; (b) the date on which Employee accepts employment from another employer; or (c) the date on which Employee performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to Employee for any amounts other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate Employee to repay unearned compensation and fees previously or inadvertently paid by LSU under the premise that Employee would fulfill the Term of this Agreement.

4. 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 for the Program, in addition to potentially increased compensation costs and loss of goodwill or sales, which damages are impossible to determine with any certainty. Accordingly, the parties have bargained for this liquidated damages provision. The parties further agree that the liquidated damages herein are not in any way a penalty.

**D. Suspension or Other Disciplinary Action.**

1. LSU may impose suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause as defined herein. The imposition of such sanctions shall be at the discretion of LSU but it shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, Employee shall be provided written notice of the grounds for the suspension and shall have seven calendar days from receipt of such notice to respond in writing to the Athletics Director. After review of any such response, the Athletics Director or the Athletics Director's designee will provide Employee with written notice of a decision and/or suspension. Suspension under this subsection shall not limit any rights of LSU to terminate Employee for cause.
2. Employee shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
3. Notwithstanding any other provision of this Agreement to the contrary, if Employee is suspended by the SEC or NCAA, Employee shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, Employee shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

- 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 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. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION LIMITING LIABILITY AND EXCLUDING CONSEQUENTIAL DAMAGES AND OTHER REMEDIES IS AN ESSENTIAL AND MATERIAL INDUCEMENT FOR THE UNIVERSITY TO ENTER INTO THIS AGREEMENT. ACCORDINGLY, SUCH PROVISIONS SHALL BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISIONS AND SHALL BE ENFORCED AS SUCH, REGARDLESS OF ANY BREACH OR OTHER OCCURRENCE HEREUNDER.
- G. **Interference with Athletics.** During any period where Employee receives post-termination liquidated damages, compensation or benefits, 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, LSU shall be entitled to discontinue any post-termination liquidated damages, compensation or benefits and may seek to recover any payments that have been disbursed.
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 12 months 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 is required to return to LSU all LSU property in Employee's possession within seven calendar days of termination or separation of employment. Employee shall also return any courtesy vehicle provided under this Agreement within seven calendar days of termination or separation of employment. Employee agrees that LSU may withhold any liquidated damage payments or other compensation due Employee pending return of property under this Section.

14. **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 another 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.
15. **Duty to Cooperate.** Both during and after the end of employment with LSU, Employee agrees, without additional compensation (other than reimbursement for reasonable associated expenses post-employment), to cooperate with LSU in any investigation, internal or otherwise, of any possible violation of law (including Title IX) or violation of any rule, policy or regulation of LSU (including PM-73), the SEC or the NCAA. Employee agrees (a) to be reasonably available to answer questions regarding any matter with which Employee was involved while employed by LSU, and (b) to cooperate with LSU during the course of any proceedings arising out of any matter with which Employee has knowledge or information.
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 matters contemplated hereby and shall, upon the Effective Date, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
18. **Indirect Actions Prohibited.** Any act which Employee is prohibited from doing directly in this Agreement shall not be done indirectly by Employee or another person on Employee's behalf or at Employee's behest.

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. **Additional Conditions of Employment.**
  - A. **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.
  - B. **Background Checks and Disclosures.** Prior to commencing employment, Employee shall be required to submit to background checks as deemed appropriate by the University. Employee’s employment is contingent upon a satisfactory background check in accordance with University policy. In addition, prior to signing this Agreement, Employee must disclose to the University any and all criminal, civil or administrative matters from the prior five years, including those currently pending but excluding non-felony traffic infractions. Failure to disclose all such matters to the University will serve as a basis to terminate employment for cause.
  - C. **Approvals.** This Agreement is subject to any approvals that must be obtained in accordance with law or University policy. No provision of this Agreement shall be



# **Request from LSU A&M to Approve First Amendment to Employment Agreement for Men's and Women's Track & Field Head Coach**

**Date: September 6, 2024**

## **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 First Amendment to Employment Agreement for Dennis Shaver to clarify the calculation of his post-season incentive compensation. The original Employment Agreement for Dennis Shaver was approved by the Board of Supervisors on June 28, 2024, and signed by the President on June 28, 2024.

The proposed First Amendment to Employment Agreement clarifies the annual, maximum post-season incentive compensation is to be awarded based on the highest place finished for the respective championship and is not cumulative.

## **3. Review of Business Plan**

Not applicable.

## **4. Fiscal Impact**

The Athletics Department currently expects all funding for this amendment will be paid from revenues generated by the Athletics Department. No state general fund or tuition dollars are used.

## **5. Description of Competitive Process**

Not applicable.

## **6. Review of Legal Documents**

The Office of General Counsel has reviewed the 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. Attachments**

First Amendment to Employment Agreement for Dennis Shaver.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes President William F. Tate IV, or his designee, to execute the First Amendment to Employment Agreement for Dennis Shaver as described in this item, in consultation with General Counsel.



**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

This First Amendment to Employment Agreement (“First Amendment”) is made and entered into as of this 6th day of September, 2024, 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 Dennis Shaver (“Employee”):

WHEREAS, LSU and Employee are parties to that certain Employment Agreement (“Employment Agreement”) dated June 28, 2024, which is set to expire August 31, 2030;

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, 2024:

**1. Modification of Post-Season Incentive Compensation.** Section 8(A)(2) of the Employment Agreement is deleted and replaced with the following:

“Post-Season NCAA Incentive Compensation Goals (per championship maximum of \$100,000 for the men’s team and \$100,000 for the women’s team per Contract Year, with a total maximum for all championships of \$300,000 for the men’s team and \$300,000 for the women’s team per Contract Year):

- |    |                        |              |
|----|------------------------|--------------|
| a. | Top 7 Finish           | \$ 20,000 OR |
| b. | Top 5 Finish           | \$ 35,000 OR |
| c. | Second Place Finish    | \$ 50,000 OR |
| d. | NCAA National Champion | \$100,000”   |

**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.

**SIGNATURES ON THE FOLLOWING PAGE**

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  
  
\_\_\_\_\_    08/14/2024  
Dennis Shaver    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 Shreveport to Approve New Employment Agreement for Women's Basketball Head Coach**

**Date: September 6, 2024**

**1. Bylaw Citation**

Pursuant to the Personnel Action Approval Policy referenced in Article VII, Section 1(L) of the Bylaws, enacted as Permanent Memorandum 69, Section II(C):

The personnel actions listed below require approval by the Board. Authority to take such actions is not delegated to either the President or the Chancellors or equivalents.

\* \* \* \*

Head coach/athletic director contracts/amendments.

**2. Summary of Matter**

This resolution seeks approval of a new employment agreement for Timothy Hays, the women's basketball head coach for LSU Shreveport. The key terms of the agreement are summarized below:

Name	Title	Proposed Start Date	Proposed End Date	Proposed Total Certain Compensation <sup>a</sup>
Timothy Hays	Head Women's Basketball Coach	7/1/2024	6/30/2027	\$75,000

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, 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**

LSUS expects all funds relating to this Employment Agreement will be paid from revenues generated by LSUS and the LSUS 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 LSUS and the above-named personnel.

**8. Related Transactions**

None.

**9. Conflicts of Interest**

None known.

**10. Attachment**

Employment Agreement: Timothy Hays.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College approves the Employment Agreement for Timothy Hayes as described in this item and authorizes the Chancellor of LSUS to execute the Employment Agreement in consultation with the Office of General Counsel.

# LOUISIANA STATE UNIVERSITY IN SHREVEPORT

## CONTRACT OF EMPLOYMENT FOR TIMOTHY HAYS

THIS AGREEMENT, dated September 6, 2024, is by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (hereinafter "Board") through Louisiana State University in Shreveport (hereinafter "University" or "LSUS"), represented by Chancellor Robert Smith, and Timothy Hays (hereinafter "Coach"). If required by policy, this Agreement may be subject to the approval of the Board.

1. **EMPLOYMENT.** The University does hereby agree to employ Coach as Head Women's Basketball Coach at LSUS ("Team"), and Coach does hereby accept said employment and agrees to perform all those services pertaining to Head Women's Basketball Coach as reasonably prescribed by the University through the Chancellor and the Director of Athletics. This offer is contingent on completion of a background check.
  - 1.1. Coach shall be responsible, and shall report, directly to LSUS' Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of LSUS' Chancellor.
  - 1.2. Coach shall manage and supervise the team and shall perform such other duties in LSUS' athletic program as the Director may reasonably assign.
  - 1.3. Coach agrees to represent LSUS positively and shall not engage in conduct that has a material adverse effect on LSUS or its athletic programs.
  - 1.4. Coach agrees to use his position as Head Women's Basketball Coach to assist in external fund/revenue-raising (that can include revenue after expenses from summer camps deposited into the program support fund) with annual goals set forth by the Chancellor through the Director for:

Year One:	\$3,500
Year Two:	\$3,500
Year Three:	\$3,500
2. **TERM.** The employment under the terms of this contract shall be for the period of May 1, 2024 to June 30, 2027. This agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by all the parties. This agreement in no way grants the Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.
3. **UNIVERSITY SALARY**
  - 3.1. The University shall pay Coach an annual salary payable in 12 equal installments as follows:

April 30, 2024 through June 30, 2025:	\$75,000
July 1, 2025 through June 30, 2026:	\$77,500
July 1, 2026 through June 30, 2027:	\$80,000
  - 3.2. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with Section 9.
4. **EMPLOYEE BENEFITS.** Coach shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University unclassified employee based upon his annual University salary only.

## 5. CAMPS AND CLINICS

- 5.1 Coach may operate and receive additional compensation for camps/clinics as outlined in the athletics department's policy regulating camps and clinics.
- a. All revenues from university camps/clinics will be deposited into the athletics department operating budget or Foundation account. After all expenses are met, Coach may use up to the amount of surplus remaining of the camp funds to pay assistant coaches at his discretion.
  - b. Camps operated through the University budget will not be subject to facility fees.
  - c. Conducting camps and clinics is considered a part of Coach's job description related to promoting the University and the athletics department; thus, Coach will not be required to take leave while conducting camps run through the University budget.
  - d. Coach's University budget will not be charged for a personal injury insurance policy approved by the University for camp/clinic participants, but instead will fall under the University coverage for camps/clinics.
  - e. The Chancellor will be advised by the Coach of any problems or questions which may arise out of the operation of the camps.
- 5.2 Private Camps
- a. Coach may operate private camps for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.
  - b. It is specifically agreed that in the operation of such camps, Coach acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
    - i. Special set-ups or changes in original set-up of facilities will be taken care of by Coach with no cost to the University.
    - ii. Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
    - iii. Coach agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors for the Louisiana State University System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
      - o Workers' Compensation and Employers Liability: Workers' Compensation limits are required by the State of Louisiana and Employers' Liability coverage if Coach hires any employees to work at such camps and clinics.
      - o Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
    - iv. Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
    - v. Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
    - vi. Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.

- vii. Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. Coach, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- c. The Director will be the administrative officer of the University who will be advised by the Coach of any problems or questions which may arise out of the operation of summer camps.

**6. INCENTIVE COMPENSATION**

6.1 **Post-Season Incentive Compensation.** In the event the Team meets the thresholds outlined below, University agrees to pay Coach for Post-Season Incentive Compensation as additional compensation for the extra services required of Coach in the preparation for and participation in post-season play. The additional sum or sums, if payable, shall be considered earned on the date(s) services are provided for each game at which a post-season goal is attained (or, for RRAC Regular Season Champion, the date of the last RRAC game in Team's sport played by any RRAC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which the Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth below. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, Coach must provide additional services required in the preparation for and participation in post-season play and must be employed by LSUS as of the date on which the incentives are earned.

- a. Red River Athletic Conference Regular Season Championship \$500
- b. Red River Athletic Conference Tournament Championship \$500
- c. National Association of Intercollegiate Athletics Regional Championship \$1,000
- d. National Association of Intercollegiate Athletics National Tournament \$250 per win up to \$1,500 maximum
- e. National Association of Intercollegiate Athletics National Championship \$5,000

6.2 **Academic Incentive Compensation.** In the event the cumulative Grade Point Average (GPA) of all members of the Team meets or exceeds a 3.0 mark for the Fall and Spring semesters combined in any one contract year, the University agrees to pay Coach additional compensation in the amount of \$1,000 per contract year. The additional compensation, if payable, shall be considered earned on the date on which the GPA for the University is released while Coach is employed at the University and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, Coach must be employed by the University as of the date on which the incentives are earned.

6.3 **Coaching Recognition Incentive Compensation.** In the event Coach is named "Coach of the Year" by any of the organizations outlined below, the University agrees to pay Coach for Coach of the Year Compensation. The additional compensation, if payable, shall be considered earned on the date on which the organization naming Coach as "Coach of the Year" announces such while Coach is employed at the University and shall be paid within sixty (60) days of such date. Coach of the Year Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, Coach must be employed by the University as of the date on which the incentives are earned.

- a. Red River Athletic Conference,  
Louisiana Sports Writers' Association or  
Louisiana Basketball Coaches' Association: \$500 (maximum of one award per year  
even if two or more of the identified  
organizations grant recognition)
- b. National Association of Intercollegiate Athletics: \$1,000

7. **OUTSIDE INCOME.** Coach shall be authorized to earn other revenue while employed by the University but such activities are independent of his University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the Louisiana State University System policies.

Coach shall report annually on the PM-11 to the Chancellor each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of Coach to verify this report.

8. **STANDARDS OF CONDUCT AND COMPLIANCE WITH NAIA AND CONFERENCE REGULATIONS.** Coach shall abide by the rules and regulations of the NAIA, Conference and University rules. If Coach is personally found to be in violation of NAIA regulations, Coach shall be subject to disciplinary or corrective action as set forth in the NAIA enforcement procedures. Coach may be suspended for a period of time, without pay, or employment of Coach may be terminated if Coach is found to be personally guilty of deliberate and serious violations of NAIA, Conference and University regulations.

Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the Louisiana State University System. In public appearances, Coach shall at all times act in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

## 9. TERMINATION

9.1 **Termination Without Cause:** Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of Coach, the University will obtain approval from the Chancellor of the University. If the University terminates the agreement without cause, the Coach shall be entitled to liquidated damages in the amount of the lesser of: (a) 50% of the third year base salary, or (b) the amount which Coach would have been paid from the date of termination through the remainder of the term of the contract.

The amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation Coach 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 Coach terminates or ceases to exist. Coach shall exercise due diligence and good faith in seeking other athletically-related employment. In the event Coach obtains such other employment, Coach must notify the University and provide any and all documentation requested by LSUS to determine the amount of compensation received by Coach and the amount of offset due to LSUS. Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and the LSUS Foundation of any obligations to make further payments.

Any liquidated damages shall be payable in a lump sum within sixty (60) days of Coach's final date of employment at LSUS.

9.2 **Termination for Cause:** Should Coach's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NAIA or conference regulations or university policies or procedures. Coach may be terminated by the University for Cause at any time for the following:

- a. Misconduct, including hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination;



- b. Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University;
- c. Acts of violence or personal conduct or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in significant public disrepute, contempt, scandal or ridicule that reflects materially unfavorable upon the reputation or mission of the University;
- d. Substantial and manifest incompetence;
- e. Gross violation or disregard of state or federal laws (excluding minor traffic offenses or non-criminal offenses);
- f. Deliberate and serious violations of NAIA, conference, or University rules, regulations, policies or procedures;
- g. Failure to promote an atmosphere of compliance;
- h. Unethical conduct;
- i. Failure to engage in, and use best efforts to ensure that personnel under Coach's direct or indirect supervision engage in, safe and responsible treatment of student-athletes, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student-athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student-athlete; or
- j. Failure to comply with LSU and LSUS 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.

9.3 **Termination for Financial Exigency:** Coach may be terminated at any time due to the financial circumstances in which the University and/or the Louisiana State University System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, Coach will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

- 10. **ASSOCIATE AND ASSISTANT COACHES.** Coach shall have the authority to select coaches with the consent of the Chancellor . All coaches shall be appointed as University unclassified employees.
- 11. **UNIVERSITY FUNDRAISING.** All fundraising activities by Coach must be pre-approved by the Director, or his designee, to ensure that such activities are in compliance with University policies.
- 12. **AMENDMENT EXTENSION.** This Contract may be amended and/or extended by the mutual consent of the parties, and, if required by policy, approved by the Board.
- 13. **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.
- 14. **FORCE MAJEURE.** Neither party shall be considered in default performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic 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.

The PARTIES hereto, acknowledging that this Agreement may be subject to approval from the Board of Supervisors, have executed this Agreement on the day, month and year noted below.

**SIGNATURES ON FOLLOWING PAGE**





**Board of Supervisors**

**Request from LSU Shreveport to Approve New Employment Agreement for Athletics Director**

**Date: September 6, 2024**

**1. Bylaw Citation**

Pursuant to the Personnel Action Approval Policy referenced in Article VII, Section 1(L) of the Bylaws, enacted as Permanent Memorandum 69, Section II(C):

The personnel actions listed below require approval by the Board. Authority to take such actions is not delegated to either the President or the Chancellors or equivalents.

\* \* \* \*

Head coach/athletic director contracts/amendments.

**2. Summary of Matter**

This resolution seeks approval of a new employment agreement for Lucas Morgan, the LSUS Athletics Director. The key terms of the agreement are summarized below:

Name	Title	Proposed Start Date	Proposed End Date	Proposed Total Certain Compensation <sup>a</sup>
Lucas Johnson	LSUS Athletics Director	7/1/2024	6/30/2027	\$102,000

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, 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**

LSUS expects all funds relating to this Employment Agreement will be paid from revenues generated by LSUS and the LSUS 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, LSUS and the above-named personnel.

**8. Related Transactions**

None.

**9. Conflicts of Interest**

None known.

**10. Attachment**

Employment Agreement: Lucas Morgan.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College approves the Employment Agreement for Lucas Morgan as described in this item and authorizes the Chancellor of LSUS to execute the Employment Agreement in consultation with the Office of General Counsel.

## LOUISIANA STATE UNIVERSITY IN SHREVEPORT

### CONTRACT OF EMPLOYMENT FOR LUCAS MORGAN

July 1, 2024

THIS AGREEMENT, dated September 6, 2024, is by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (hereinafter "Board") through Louisiana State University in Shreveport (hereinafter "University" or "LSUS"), represented by Chancellor Robert Smith, and Lucas Morgan, Director of Athletics (hereinafter "AD") of Louisiana State University in Shreveport . If required by policy, this Agreement may be subject to the approval of the Board.

#### 1. EMPLOYMENT

The University does hereby employ Lucas Morgan as Director of Athletics at LSUS, and Lucas Morgan does hereby accept said employment and agrees to perform all those services pertaining to being AD as prescribed by the University through the Chancellor.

- 1.1. AD shall be responsible, and shall report, directly to the Chancellor at LSUS.
- 1.2. AD shall manage and supervise the LSU Shreveport Department of Athletics, including oversight and responsibility for all coaches, teams, student-athletes and facilities, and shall perform such other duties in LSUS's athletic program as the Chancellor may assign.
- 1.3. AD agrees to assume oversight and coordination of Louisiana State University in Shreveport athletic club sports.
- 1.4. AD agrees to represent LSU positively in public and private forums and shall not engage in conduct that reflects adversely on LSUS, its athletic programs or the LSU Board of Supervisors.

2. **TERM.** The employment under the terms of this contract shall be for the period of July 1, 2024 to June 30, 2027. This agreement is renewable solely upon an offer from the University and an acceptance by AD, both of which must be in writing and signed by all the parties. This agreement in no way grants the AD a claim to tenure in employment, nor shall AD's service pursuant to this agreement count in any way toward tenure at the University.

#### 3. UNIVERSITY SALARY

- 3.1. The University shall pay AD an annual salary of \$102,000 payable in 12 equal installments. This amount may be increased by any general pay increases determined by the University during this period.
- 3.2. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with Section 9, *infra*.

4. **EMPLOYEE BENEFITS.** AD shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University unclassified employee based upon his annual University salary only.

#### 5. CAMPS AND CLINICS

- 5.1 AD may operate and receive additional compensation for camps/clinics as outlined in the Athletics Department policy regulating camps and clinics.
  - a. All revenues from university camps/clinics will be deposited into the Athletics Department operating budget or Foundation account. After all expenses are met, AD may use no more than the amount of surplus remaining of the camp funds to pay assistant coaches with the approval of the Chancellor.

- b. Camps operated through the University budget will not be subject to facility fees.
- c. Conducting camps and clinics is considered a part of AD's job description related to promoting the University and the athletic department; thus, AD will not be required to take leave while conducting camps run through the University budget.
- d. AD's University budget will not be charged for a personal injury insurance policy approved by the University for camp/clinic participants, but instead will fall under the University coverage for camps/clinics.
- e. The Chancellor will be advised by the AD of any problems or questions that may arise out of the operation of the camps.

## 5.2 Private Camps

- a. AD may operate private camps for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.
- b. It is specifically agreed that in the operation of such camps, AD acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
  - i. Special set-ups or changes in original set-up of facilities will be taken care of by AD at no cost to the University.
  - ii. AD agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
  - iii. AD agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors for the Louisiana State University System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
    - o Workers Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if AD hires any employees to work at such camps and clinics.
    - o Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - iv. Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
  - v. Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
  - vi. AD agrees to protect, indemnify and hold the University harmless from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
  - vii. When operating a private camp, AD is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. AD, as a University employee, will undertake to observe and require campers and camp staff to conform to the general rules applicable to the use of University facilities. This paragraph is intended to ensure that nothing be done that is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

- c. The Chancellor will be advised of any problems or questions which may arise out of the operation of summer camps.

## 6. INCENTIVE COMPENSATION

- 6.1 **Post-Season Incentive Compensation.** In the event one or more LSUS teams meet the items outlined below, University agrees to pay AD for Post-Season Incentive Compensation as additional compensation for the extra services required of AD in the preparation for and participation in post-season play. The additional sum or sums, if payable, shall be considered earned on the date(s) services are provided for each game at which a post-season goal is attained (or, for RRAC Regular Season Champion, the date of the last RRAC game in Team's sport played by any RRAC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which the Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth below. To be eligible for such compensation, AD must provide additional services required in the preparation for and participation in post-season play and must be employed by LSUS as of the date on which the incentives are earned. All values below are per team.
- a. Red River Athletic Conference Regular Season Championship \$250
  - b. Red River Athletic Conference Tournament Championship \$250
  - c. National Association of Intercollegiate Athletics Regional Championship \$1,000
  - d. National Association of Intercollegiate Athletics National Tournament \$75 per win up to \$500 maximum
  - e. National Association of Intercollegiate Athletics National Championship \$1,500
- 6.2 **Academic Incentive Compensation.** The additional compensation, if payable, shall be considered earned on the date on which the cumulative Grade Point Average (GPA) for the University is released while AD is employed at the University and shall be paid within sixty (60) days of such date. To be eligible for such compensation, AD must be employed by the University as of the date on which the incentives are earned.
- a. In the event the cumulative GPA of all members of three or more Teams meets or exceeds a 3.0 mark for the fall and spring semesters combined in any one contract year, the University agrees to pay AD additional compensation in the amount of One Thousand and No/100 dollars (\$1,000) per contract year.
  - b. In the event that fifty percent (50%) of student-athletes meets or exceeds a 3.0 GPA mark for the fall and spring semesters combined in any one contract year, the University agrees to pay AD additional compensation in the amount of One Thousand and No/100 dollars (\$1,000) per contract year.
  - c. In the event that at least eighty percent (80%) of those who complete collegiate athletic eligibility graduate within the academic year the University agrees to pay AD additional compensation in the amount of One Thousand and No/100 dollars (\$1000) per contract year.
- 6.3 **Recognition Incentive Compensation.** In the event AD is named "Athletics Director of the Year" by any of the organizations outlined below, the University agrees to pay AD for Recognition Incentive Compensation. The additional compensation, if payable, shall be considered earned on the date of the announcement and shall be paid within sixty (60) days of such date. To be eligible for such compensation, AD must be employed by the University as of the date on which the incentives are earned.
- a. Red River Athletic Conference: \$500
  - b. National Association of Intercollegiate Athletics \$1,000
  - c. National Association of Collegiate Directors of Athletics – \$1,000
- 6.4 **LSUS Athletics Club Sports.** In the event that AD is asked by the Chancellor to assume primary responsibility for a LSUS athletics club sport during the academic year then the AD shall be entitled to additional income not to exceed \$2,500, payable by the end of the academic year.

6.5 **Fund-Raising Success.** This contract does not include incentives based upon success in raising external funds in support of Athletics. However, if over the course of this contract future LSU Shreveport contracts for head coaches should include a provision for fund-raising success, then the AD shall be eligible to receive a similar incentive based upon an amount established by the Chancellor. The amount shall not exceed \$5,000 per any one year. The additional compensation, if payable, shall be considered earned at the time the incentive amount is reached while the AD is an employee of the University and shall be paid within sixty (60) days of such date. To be eligible for such compensation, AD must be employed by the University as of the date on which the incentives are earned.

7. **OUTSIDE INCOME.** AD shall be authorized to earn other revenue while employed by the University but such activities are independent of his University employment and the University shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with the Board policies.

AD shall report annually on the PM-11 to the Chancellor each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of AD to verify this report.

8. **STANDARDS OF CONDUCT AND COMPLIANCE WITH NAIA AND CONFERENCE REGULATIONS**  
AD shall abide by the rules and regulations of the NAIA Conference and University rules. If AD is personally found to be in violation of NAIA regulations, AD shall be subject to disciplinary or corrective action as set forth in the NAIA enforcement procedures. AD may be suspended for a period of time, without pay, or employment of AD may be terminated if AD is found to be personally guilty of deliberate and serious violations of NAIA, conference and University regulations.

AD shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the Louisiana State University System. In public appearances he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

## 9. **TERMINATION**

9.1 **Termination Without Cause:** Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of AD, the University will obtain approval from the Chancellor of the University. If the University terminates the agreement without cause, the AD shall be entitled to liquidated damages in the amount of the lesser of: (a) fifty percent (50%) of the third-year base salary, or (b) the amount that AD would have been paid from the date of termination through the remainder of the term of the contract.

The amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation AD 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 AD terminates or ceases to exist. AD shall exercise due diligence and good faith in seeking other athletically-related employment. In the event AD obtains such other employment, AD must notify the University and provide any and all documentation requested by LSUS to determine the amount of compensation received by AD and the amount of offset due to LSUS. Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University of any obligation to make further payments.

Any liquidated damages shall be payable in a lump sum within sixty (60) days of AD's final date of employment at LSUS.

9.2 **Termination for Cause:** Should AD's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NAIA or conference regulations or university policies or procedures. The judgment as to whether the conduct of the AD constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the University. AD may be terminated by the University for cause at any time for the following:



- a. Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- b. Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University.
- c. Acts of violence or personal conduct or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- d. Substantial and manifest incompetence.
- e. Gross violation or disregard of state or federal laws (excluding minor traffic offenses or non-criminal offenses).
- f. Deliberate or substantial violations of NAIA, conference, or University rules, regulations, policies or procedures.
- g. Failure to promote an atmosphere of compliance.
- h. Unethical conduct.
- i. Failure to engage in, and use best efforts to ensure that personnel under AD's direct or indirect supervision engage in safe and responsible treatment of student athletes, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete.
- j. Failure to comply with LSU and LSUS 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.

9.3 **Termination for Financial Exigency:** AD may be terminated at any time due to the financial circumstances in which the University and/or the Louisiana State University System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, AD will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

**10. COACHES.** AD shall have the authority to select coaches with the consent of the Chancellor and, if required by policy, approval of the Board. All coaches and staff shall be appointed as University unclassified employees.

## **11. UNIVERSITY FUNDRAISING**

11.1 The AD is responsible for the fundraising activities of the Athletics Department, in collaboration with the LSUS Foundation, including oversight of fundraising by coaches and any booster club(s).

11.2 Proposed fundraising activities of the Athletics Department must be pre-approved by the Chancellor, or his designee, to ensure that such activities are in compliance with University policies and are in concert with the activities of the LSUS Foundation.

11.3 The Chancellor, after consultation with the AD, will provide to the AD an external fund-raising goal for each year for the Athletics Department (that may include revenue raised from LSUS sponsored camps). The goal for the first year of this contract is \$150,000. The new goal for each year under this contract shall not exceed an additional \$50,000/year.

**12. AMENDMENT EXTENSION.** This Contract may be amended and/or extended by the mutual consent of the parties, and, if required by policy, approved by the Board.





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## Board of Supervisors

### RISK MANAGEMENT COMMITTEE

BOARD OF SUPERVISORS MEETING | SEPTEMBER 6, 2024



**Office of Internal Audit**

Louisiana State University

3810 West Lakeshore Drive • Suite 122 • Baton Rouge, LA 70808

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# Quarterly Audit Summary

*Fiscal Year 2024, 4<sup>th</sup> Quarter*



## **Table of Contents**

<b>Louisiana State University A&amp;M (LSUAM)</b> .....	<b>1</b>
Athletics Financial Controls .....	1
Facility Services Operations .....	2
Patch Management .....	3
Office of Risk Management .....	3
<b>Health Sciences Center New Orleans (HSCNO)</b> .....	<b>4</b>
School of Dentistry .....	4
School of Allied Health Professionals .....	5
<b>Multi-Campus</b> .....	<b>6</b>
LA Legislative Auditor Single Audit .....	6

## Louisiana State University A&M (LSUAM)

### **Athletics Financial Controls**

#### Audit Initiation:

This audit was included on the Board-approved audit plan.

#### Audit Scope and Objectives:

The objective of this audit was to assess processes and controls related to employee contracts, payroll, multi-media rights contract collections, and expenditures processed through the Tiger Athletic Foundation (TAF). The scope included financial and contractual activities for LSU Athletics and transactions subject to the TAF affiliation agreement for fiscal year (FY) 2023 except for the multi-media rights contract, which included FY 2024.

#### Audit Findings and Recommendations:

During the review, we noted a late supplemental compensation payment to a contract employee; unclear language in employee agreements regarding the allocation period for payments; lack of written approval for certain post-season incentive payments; TAF funded expenditures that did not have the required approvals such as travel for contractors or for employees' family members as well as vehicle allowances; FY 2023 multi-media rights revenue share payment was received three months past due and FY 2024 was \$4M less than the contracted fee.

As a result of these findings, we made the following recommendations:

- Consult with General Counsel to clarify employee contract language and revise any conflicting verbiage for future contracts.
- Strengthen controls to ensure amounts due under the multi-media rights contract are collected in accordance with the respective terms.
- Ensure required approvals for additional compensation, TAF funded expenditures, and vehicle allowances are obtained in accordance with policy and documented prior to processing.
- Review TAF funded employee vehicle allowances for appropriateness and obtain retroactive approvals, if necessary.
- Update the Additional Compensation Policy for Post-Season Athletics and Special Events.

Management’s Response and Corrective Action Plan:

Management agreed with the recommendations and is in the process of implementing corrective action, which will be complete by January 2025.

**Facility Services Operations**

Audit Initiation:

This audit was included on the Board-approved audit plan.

Audit Scope and Objectives:

The objective of this audit was to evaluate controls related to fulfilling contractual obligations, mitigating impact of supply chain issues, billing services accurately, and validating time records. The scope included fiscal years 2022 and 2023.

Audit Findings and Recommendations:

Our review identified opportunities to enhance controls for obtaining confirmation of background checks on vendors and their employees, validating required licenses, addressing deficient contractor performance, and monitoring the status and accuracy of work orders. As a result, we provided the following recommendations:

- Develop a policy with explicit criteria for including background check terms in contracts, applicability, presumptive disqualifying convictions, and responsibility for obtaining vendor attestation regarding the results of criminal background checks.
- Establish procedures for validating required vendor licenses including timing, responsibility, and supporting documentation.
- Implement a deficiency reporting process to address issues with contractor performance and develop debarment procedures in consultation with General Counsel.
- Strengthen monitoring controls to ensure that work orders are closed timely, pricing is accurate, and records are current.

Management’s Response and Corrective Action Plan:

We have not yet received management’s response to the findings and recommendations.

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## **Patch Management**

### Audit Initiation:

This audit was included on the Board-approved audit plan.

### Audit Scope and Objectives:

The primary objective of this engagement was to determine if LSU A&M's patch management process effectively reduces the risk of cyberattacks resulting from network vulnerabilities. The scope included Windows Server Update Services logs and Tenable Nessus scan reports from February 1 through August 1, 2023, as well as current group policy configurations that allow management of Windows computers and applications centrally.

### Audit Results:

Overall, LSU Information Technology Services had adequate controls in place to mitigate the related risks, such as monitoring logs and scans, managing updates through group policy configurations, and blocking or quarantining devices with security vulnerabilities.

## **Office of Risk Management**

### Audit Initiation:

This audit was included on the Board-approved audit plan.

### Audit Scope and Objectives:

The primary objective of this engagement was to assess the processes and controls in place by LSU A&M Office of Risk Management (ORM) to effectively mitigate university risks. The scope included ORM's financial, contractual, and operational activities for FY 2021-24 except for the autonomy savings, which included a review of calculations for FY 2017-23.

### Audit Findings and Recommendations:

Management communicated several significant areas for which controls could be improved or were not in place. These included the risk assessment process, annual elevator inspections, contract monitoring, communication of procedures and policies to departments, and key performance indicators for internal and external stakeholders.



Through our testing, we identified the following additional issues for which we provided recommendations to strengthen controls:

- Claims reimbursement payments were not consistently processed within 45 days of approval in accordance with policy. In addition, a \$108k reimbursement was erroneously processed twice.
- The autonomy savings, which compares actual cost to estimated State ORM premiums, was calculated inconsistently year over year and included information for which support could not be provided.
- LSU Law Center’s portion of insurance premiums (\$239, 902) was not collected in FY 2022.

Management’s Response and Corrective Action Plan:

Management agreed with the recommendations and is in the process of implementing corrective action, which will be complete by July 2025 except for the risk framework, which is estimated to be implemented by July 2026.

## Health Sciences Center New Orleans (HSCNO)

### **School of Dentistry**

Audit Initiation:

This audit was included on the Board-approved audit plan.

Audit Scope and Objectives:

The objective of this audit was to assess operational controls at the HSCNO School of Dentistry (SOD). The scope included patient records and record requests for services provided between January 2023 and June 2023; student training records for academic year 2023; billing and collections data as of December 6, 2023; and additional compensation payments made in fiscal year 2023.

Audit Findings and Recommendations:

During our review, we noted opportunities to improve controls related to transmitting SOD patient records, invoicing and collections, and billing adjustments. As a result, we provided the following recommendations:

- Transfer electronic patient records using *LSU Health FileS*, a secure filesharing solution, rather than through email.
- Ensure patients are invoiced timely, past due balances are submitted for collections, and bad debt is written off.
- Develop criteria to guide the decision-making process for billing adjustments authorized by the Associate Dean of Clinical Affairs.

Management’s Response and Corrective Action Plan:

Management agreed with the recommendations and is in the process of implementing corrective action, which will be complete by January 2025.

**School of Allied Health Professionals**

Audit Initiation:

This audit was included on the Board-approved audit plan.

Audit Scope and Objectives:

The primary objective of this engagement was to evaluate internal controls in place for operations at the HSCNO School of Allied Health Professionals (SAHP). The scope included grants and contracts active during FY 2024, background checks for SAHP students during the 2023-24 academic year, hearing aid sales since November 2022, and FY 2021-23 financial data.

Audit Finding and Recommendation:

Based on our review, we noted that policies regarding student background checks varied across the programs within SAHP. We recommended aligning policies with the SAHP Student Handbook and ensuring background checks are documented in the Certiphi system prior to students entering fieldwork or clinical rotations.

Management’s Response and Corrective Action Plan:

Management agreed with the recommendations and is in the process of implementing corrective action, which will be complete by June 2025.

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## Multi-Campus

### **LA Legislative Auditor Single Audit**

#### Audit Initiation:

The Louisiana Legislative Auditor (LLA) conducted this external audit.

#### Audit Scope and Objectives:

The LLA single audit provides an overview of Louisiana state government financial operations for the fiscal year ended June 30, 2023. The report includes conclusions on compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters as well as internal control over financial reporting and federal programs for the state.

#### Audit Findings and Recommendations:

LSU-related findings presented in the single audit were previously reported in the LLA management letters for the respective campuses.



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# Board of Supervisors

## MEETING MINUTES

MINUTES  
LSU BOARD OF SUPERVISORS PROFESSIONAL DEVELOPMENT MEETING  
*Third Floor Training Room, LSU Foundation Building*  
*3796 Nicholson Drive, Baton Rouge, LA 70802*  
*Thursday, June 27, 2024 | 1:30 p.m. CT*

I. Board Professional Development (*June 27, 2024 | 1:30 p.m. | 3<sup>rd</sup> Floor of LSU Foundation Building*)

Present for Board Professional Development were Mr. Woods, Mr. Morris, Mr. Carmouche, Mr. Morrow, Ms. Boniol, Ms. Moran, Ms. Otken, Mr. Armentor, Mr. Ballard, Mr. Temple, Jr., and Mr. Starns

II. Public Comment

There were not any individuals registered for public comment.

III. Campus Updates

Danny Barrow, Vice President for Enrollment Management and Student Success provided a brief update on LSU A&M Fall Enrollment numbers.

Dr. Matthew Lee, Vice President for Agriculture and Dean of the College of the Agriculture gave an overview for the AgCenter and the LSU College of Agriculture.

Dr. John Kirwan, Executive Director of Pennington Biomedical Research Center provided an overview and campus update on the Pennington Biomedical Research Center.

No action needed on these items.

IV. Adjournment

The committee meeting was adjourned.

MINUTES  
LSU BOARD OF SUPERVISORS MEETING  
*Board Room, University Administration Building  
3810 West Lakeshore Drive, Baton Rouge, LA 70808  
Friday, June 28, 2024 | 9:00 a.m. CT*

I. Call to Order and Roll Call

Mr. Jimmie Woods, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on June 28, 2024.

Present

Mr. Jimmie Woods, Chair  
Mr. Patrick Morrow, Vice-Chair  
Ms. Valencia Sarpy Jones, Past-Chair  
Mr. Glenn Armentor  
Mr. John "Scott" Ballard  
Ms. Rebecca Boniol  
Mr. John Carmouche  
Mr. Lee Mallett  
Ms. Esperanza Moran  
Mr. Randy Morris  
Ms. Emily Otken  
Mr. Rémy Starns  
Mr. Collis Temple, Jr.

Absent

Ms. Laurie Lipsey Aronson  
Mr. James Williams

Also participating in the meeting were the following: Dr. William Tate, President of LSU; Mr. Winston DeCuir, 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 and pledge were offered by LSU A&M Student Body President Joseph Liberto, a junior majoring in international trade and Finance.

III. Oaths of Office

Mr. Scott Ballard was sworn in by Cameron Henry, President of the Louisiana State Senate, as a supervisor representing the first congressional district.

Ms. Rebecca Boniol was sworn in by Mr. Les Mut, as a supervisor representing the third congressional district.

Mr. Lee Mallett was sworn in by Ms. Kym DiGiovanni, as a supervisor member at large.

Ms. Esperanza Moran was sworn in by Mr. Remy Starns, as a supervisor representing the fourth congressional district.

Ms. Emily Otken was sworn in by Mr. and Mrs. Otken, as the new student representative.

Mr. Remy Starns was sworn in by Mrs. Pamela Turgeau, as a supervisor representing the first congressional district.

Mr. John Carmouche was sworn in by his sons Mr. Ethan Carmouche and Mr. Jett Carmouche, as a supervisor representing the sixth congressional district.

#### IV. Public Comment

There were no persons registered for public comment.

#### V. Resolution for Mr. Richard Zuschlag

Immediate Past Chair Jones presented a resolution honoring Mr. Richard Zuschlag.

Upon motion by Mr. Starns, seconded by Mr. Morrow, the Resolution was unanimously approved.

#### VI. Board Development

##### **5.A. Board of Regents Bi-Annual Report.**

Mr. Todd Manual, Vice President of Engagement, Civil Rights, and Title IX presented the Board of Regents Bi-Annual Report.

Upon motion by Mr. Temple, seconded by Ms. Jones, the board unanimously received the report.

##### **5.B. Power-Based Violence Prevention Annual Mandatory Training**

Mr. Joshua Jones, Associate Vice President for Civil Rights & Title IX Coordinator with the office of Civil Rights & Title IX, conducted Power-Based Violence Prevention Annual Mandatory Training. (1 hour)

VII. Committee Meetings

**7.A. Research & Agricultural Extension Committee**

Present for the Research and Agricultural Extension Committee were Mr. Temple, Mr. Armentor, Ms. Otken, Mr. Morris, and Mr. Starns.

7.A.1 Sepsis Test Innovation

Provost Haggerty gave his presentation on Sepsis Test Innovation.

No action needed on this item.

**7.B. Academic Committee**

Present for the Academic Committee were Mr. Armentor, Ms. Boniol, Mr. Mallett, Mr. Morrow, Mr. Starns, and Mr. Temple.

7.B.1 Recommendation to Approve the LSU Campuses' Three-Year Academic Plans

Upon motion by Mr. Starns, seconded by Mr. Temple, the item was unanimously approved.

**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 2024-25 to AY 2026-27.

7.B.2 Request from LSU of Alexandria for Approval of Changes to its Academic Departments and Colleges

Upon motion by Mr. Morrow, seconded by Mr. Mallett, the item was unanimously approved.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve LSU Alexandria's proposed changes to its Academic Departments and Colleges.



7.B.3 Request from LSU Health Sciences Center – Shreveport to Establish the Dr. Richard J. Courtney Endowed Professorship in Virology

Upon motion by Mr. Starns, seconded by Mr. Morrow, the item was unanimously approved.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU Health Sciences Center in Shreveport to establish the Dr. Richard J. Courtney Endowed Professorship in Virology, subject to approval by the Louisiana Board of Regents:

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Dr. Richard J. Courtney Endowed Professorship in Virology.

7.B.4 Request from LSU A&M to Establish a Bachelor of Arts in Honors Interdisciplinary Leadership

Upon motion by Mr. Mallett, seconded by Mr. Morrow, the item was unanimously approved.

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

7.B.5 Request from LSU Health Sciences Center – New Orleans for Approval of Mission Statement

Upon motion by Ms. Moran, seconded by Mr. Mallett, the item was unanimously approved.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request from LSU Health Sciences Center – New Orleans to adopt the newly submitted mission statement in preparation for their upcoming reaffirmation of the accreditation by SACSCOC.

7.B.6 Consent Agenda

There were two items on the consent agenda.

Upon motion by Mr. Starns, seconded by Mr. Morrow, the following items were unanimously approved.

Request from LSU in Shreveport for Continued Authorization of the Institute for Nonprofit Administration and Research

**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 Shreveport for the continued authorization of the Institute for Nonprofit Administration and Research.

Request from LSU of Alexandria for Approval to Change the Name of its Center for Engaged Teaching and Learning to the Mary Boone Treuting Center for Engaged Teaching and Learning

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve LSU of Alexandria's request that its Center for Engaged Teaching and Learning be renamed the Mary Boone Treuting Center for Engaged Teaching and Learning.

#### **7.C. Finance Committee**

Present for the Finance Committee were Mr. Mallett, Mr. Ballard, Mr. Morris, Mr. Morrow, and Mr. Temple.

##### **7.C.1 Request to Prohibit All LSU Institutions from Withholding Student Transcripts Due to Outstanding Debt**

Upon motion by Mr. Ballard, seconded by Mr. Morris, the item was unanimously approved.

**NOW, THEREFORE, BE IT RESOLVED** that all m Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, in accordance with Act 334 of the 2020 Regular Session of the Louisiana Legislature and the U.S. Department of Education regulations, will be prohibited from withholding student transcripts due to an outstanding debt. Each institution shall employ alternative measures to collect outstanding student debt. Each institution shall designate an individual(s) with authority to exercise professional judgment in collecting outstanding debt.

7.C.2 Request from LSU Health Sciences Center - Shreveport to Approve the FY2025 Expenditure of Carroll W. Feist Legacy Funds for the Feist Weiller Cancer Center and to Make Determinations of Acceptable University Purposes 3. Preliminary Budget Presentation

Upon motion by Mr. Temple, seconded by Mr. Ballard, the item was unanimously approved.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby (a) approve the budget request of \$3,614,422 from the Feist Legacy Account for the benefit of the Feist Weiller Cancer Center programs at the LSU Health Sciences Center - Shreveport and (b) that the Board determines that the use of those funds constitute and appropriate and acceptable university purpose.

7.C.3 Preliminary Budget Presentation

**7.D. Property & Facilities Committee**

Present for the Property & Facilities Committee were Mr. Armentor, Ms. Moran, Ms. Otken, and Mr. Temple.

7.D.1 Request from LSU A&M to Approve Lease with Delta Tau Delta

Upon motion by Ms. Moran, seconded by Mr. Temple, the item was unanimously approved.

**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 Ground Lease with Delta Tau Delta or its affiliated housing corporation, with such Ground 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.

7.D.2 Request from LSU A&M to Consent to Assignment of Lease of Kappa Alpha Theta House to the National Housing Corporation

Upon motion by Mr. Temple, seconded by Ms. Moran, the item was unanimously approved.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board"), does hereby authorize the President of LSU, or designee, acting on behalf and in

the name of the Board, and in consultation with general counsel, to execute and deliver a Consent to Assignment and Assumption of Lease from Delta Kappa House Corporation of Kappa Alpha Theta Fraternity to Kappa Alpha Theta Fraternity Housing Corporation required by the terms of its Agreement and Act of Lease with LSU dated February 2 , 1965 and to provide any other approvals or authorizations necessary for this transaction.

7.D.3 Request from LSU Agricultural Center to Approve a Lease of Property to the Caddo/Bossier Port Commission

Upon motion by Ms. Moran, seconded by Mr. Temple, the item was unanimously approved.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, to execute a lease agreement with the Caddo-Bossier Parishes Port Commission for a portion of the Pecan Research Station, with the lease agreement to contain such terms and conditions as the President, in consultation with General Counsel, deems in the best interest of the Board of Supervisors.

7.D.4 Request from LSU Agricultural Center to Approve the Schematic Design for the Burden Welcome Center

Upon motion by Ms. Otken, seconded by Ms. Moran, the item was unanimously approved.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the Schematic Design for the Burden Welcome Center.

7.D.5 Request from LSU Health Sciences Center New Orleans to Authorize a Cooperative Endeavor Agreement with the City of New Orleans for Street Improvements Related to the Campus Stormwater Infrastructure Capital Outlay Project

Upon motion by Mr. Temple, seconded by Ms. Otken, the item was unanimously approved.

**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 Cooperative Endeavor Agreement for the Gravier St. improvements as well as subsequent agreements for

street improvements related to the approved Campus Stormwater Infrastructure Capital Outlay project with the City of New Orleans with such agreement to contain such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.

7.D.6 Request from LSU to Approve a Lease Agreement with the LSU Foundation for University House

Upon motion by Mr. Temple, seconded by Ms. Moran, the item was unanimously approved.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or designee, to execute a lease agreement with University House L3C in which the property at 188 S. Lakeshore Drive will be leased to the University, with the 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.

**BE FURTHER RESOLVED**, that the Board finds an acceptable university purpose for University House L3C, a subsidiary of the LSU Foundation, to enter into such a lease.

7.E. **Athletics Committee**

Present for the Athletics Committee were Mr. Armentor, Mr. Ballard, Ms. Jones, Mr. Morris, and Mr. Temple.

7.E.1 Request to Approve New Employment Agreement for Men's Basketball Assistant Coaches

Upon motion by Mr. Armentor, seconded by Mr. Temple, the item was unanimously approved.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College approves the Employment Agreement for Jalen Courtney-Williams and the Employment Agreement for David Patrick as described in this item and authorizes President William F. Tate IV to execute both agreements in consultation with the Office of General Counsel.

7.E.2 Request to Approve New Employment Agreement for Men's Golf Head Coach

Upon motion by Mr. Morris, seconded by Mr. Temple, the item was unanimously approved.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College approves the Employment Agreement for Jake Amos 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.

7.E.3 Request to Approve New Employment Agreement for Women's Gymnastics Head Coach

Upon motion by Mr. Morris, seconded by Mr. Temple, the item was unanimously approved.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College approves the Employment Agreement for Jay Clark 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.

7.E.4 Request to Approve New Employment Agreement for Women's Softball Head Coach

Upon motion by Mr. Morris, seconded by Mr. Temple, the item was unanimously approved.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College approves the Employment Agreement for Beth Torina 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.

7.E.5 Request to Approve New Employment Agreement for Men's and Women's Track & Field Head Coach

Upon motion by Mr. Morris, seconded by Mr. Temple, the item was unanimously approved.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College approves the Employment Agreement for Dennis Shaver 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.

7.E.6 Request to Approve the Inclusion of Vehicle Allowances as Compensation for Select Employees

Upon motion by Mr. Armentor, seconded by Mr. Temple, the item was unanimously approved.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the provision of vehicle allowances to select Athletics Department employees at the Associate Athletics Director level and above, as described in this item.

7.F. **Risk Management Committee** (Friday, June 28, 2024 | 8:00 a.m. CT | UAB – Room 104)

Present for the Risk Management Committee were Mr. Starns, Mr. Armentor, Mr. Ballard, Ms. Boniol, Mr. Carmouche, Ms. Jones, Mr. Mallett, Ms. Moran, Mr. Morris, Mr. Morrow, Ms. Otken, and Mr. Temple.

Also present were Mr. Chad Brackin, Chief Internal Auditor, and Ms. Stephanie Rhodes.

7.F.1 FY 2025 Audit Plan

Upon motion by Ms. Moran, seconded by Mr. Morrow, the item was unanimously approved.

The committee had a discussion on the Shreveport and All Campus Mental Health Audit.

7.F.2 Chief Auditor Performance Evaluation

The Supervisors completed their written evaluation of the chief auditor.

7.F.3 LSU Health Sciences Center – Shreveport Audit Update

Upon motion by Mr. Mallett, seconded by Mr. Ballard, the item was unanimously approved.

7.F.4 LSU Health Foundation New Orleans Update

The Risk Management Committee excused LSU Health Foundation New Orleans from providing an update.

7.F.5 Compliance Program Update

An update was provided on a plan to create a Centralized Compliance Function.

7.F.6 Adjournment

Upon motion by Mr. Morrow, seconded by Mr. Armentor, the Risk Management Committee was adjourned.

VIII. Reconvene Board Meeting

The regular meeting was called back to order and roll call conducted.

Present

Mr. Jimmie Woods, Chair  
Mr. Patrick Morrow, Vice-chair  
Ms. Valencia Sarpy Jones, Past-chair  
Mr. Glenn Armentor  
Mr. John "Scott" Ballard  
Ms. Rebecca Boniol  
Mr. John Carmouche  
Ms. Esperanza Moran  
Mr. Randy Morris  
Ms. Emily Otken  
Mr. Rémy Starns  
Mr. Collis Temple Jr.

Absent

Ms. Laurie Lipsey Aronson  
Mr. Lee Mallett  
Mr. James Williams  
Mr. Richard Zuschlag

IX. Approval of Meeting Minutes

8.A. Approval of Meeting Minutes from the April 25, 2024 Board Professional Development



Upon motion by Ms. Jones, seconded by Ms. Moran, the minutes were unanimously approved.

8.B. Approval of Meeting Minutes from the April 26, 2024 Board Meeting

Upon motion by Ms. Jones, seconded by Ms. Moran, the minutes were unanimously approved.

X. Policy Updates Related to Executive Order JML 24-84 Regarding Flying of Flags

Upon motion by Mr. Ballard, seconded by Mr. Morrow, the Policy Updates were unanimously approved.

XI. Consideration of Contract Extension for President

Upon motion by Mr. Ballard, seconded by Mr. Armentor, the Supervisors agreed to go into an executive session for the President's contract consideration. A roll call vote was conducted.

The following Supervisors voted Yay: Mr. Woods, Mr. Morrow, Ms. Jones, Mr. Armentor, Mr. Ballard, Ms. Boniol, Mr. Carmouche, Mr. Mallett, Ms. Moran, Mr. Morriss, Ms. Otken, Mr. Starns, and Mr. Temple.

There were no nays.

Upon motion by Mr. Ballard, seconded by Mr. Morrow, the Board returned to open session. A roll call vote was conducted.

The following Supervisors voted Yay: Mr. Woods, Mr. Morrow, Ms. Jones, Mr. Armentor, Mr. Ballard, Ms. Boniol, Mr. Carmouche, Mr. Mallett, Ms. Moran, Mr. Morris, Ms. Otken, Mr. Starns, and Mr. Temple.

There were no nays.

Upon motion by Mr. Mallett, seconded by Mr. Morrow, the Board Supervisors authorized the chairman to execute a 3-year extension of the President's contract with a base salary of \$750,000 and appropriate and reasonable performance incentives in consultation with the Board's Vice-Chair and Chair of the Finance Committee. The Board took a roll call vote for this motion.

The following Supervisors voted Yay: Mr. Woods, Mr. Morrow, Ms. Jones, Mr. Armentor, Mr. Ballard, Ms. Boniol, Mr. Carmouche, Mr. Mallett, Ms. Moran, Mr. Morris, Ms. Otken, Mr. Starns, and Mr. Temple.

No present Board members voted Nay for the motion.

Mr. Carmouche, noted for the record, comments regarding his points on incentives and possible penalties in future contracts.

XII. Reports to the Board

Upon motion by Mr. Mallett, seconded by Mr. Ballard, the Reports to the Board were unanimously received.

XIII. Reports from Faculty Advisors and Staff Advisors

Mr. Joshua Duplechain, LSU A&M Staff Senate President, provided an informative report on behalf of the Staff Advisors.

XIV. Approval of Committee Recommendations

Upon motion by Ms. Jones, seconded by Mr. Morrow, the recommendations were unanimously approved.

XV. Chair's Report

Mr. Woods provided an informational report.

XVI. Adjournment

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

MINUTES  
LSU BOARD OF SUPERVISORS FINANCE COMMITTEE MEETING  
*Board Room, University Administration Building*  
*3810 West Lakeshore Drive, Baton Rouge, LA 70808*  
*Thursday, July 18, 2024 | 9:00 a.m. CT*

I. Call to Order and Roll Call

Mr. Lee Mallett, called to order the Finance Committee of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on July 18, 2024.

Present

Mr. Lee Mallett  
Ms. Rebecca Boniol  
Mr. John H. Carmouche  
Mr. Patrick Morrow

Absent

Mr. Scott Ballard  
Ms. Laurie Lipsey Aronson  
Mr. Randy Morris  
Mr. James Williams

A quorum was not present.

Also participating in the meeting was Mr. Winston DeCuir, General Counsel for LSU.

II. Public Comment

There were no persons registered for public comment.

III. Overview of System and Campus Operating Budgets

Dr. Jason Drodgy provided overview of the LSU Economic District.

Ms. Kimberly Lewis provided financial information on premiums paid by each campus for Worker's Compensation.

Ms. Lewis provided background on parking financial information and study previously completed in February 2024.

Supervisor Lee Mallett inquired about naming opportunities and discussion on strategy of naming.

Supervisor Lee Mallett discussed exploring potential external financial review.

IV. Adjournment

The meeting was adjourned.

MINUTES  
LSU BOARD OF SUPERVISORS  
EXECUTIVE COMMITTEE MEETING  
*Board Room, University Administration Building  
3810 West Lakeshore Drive, Baton Rouge, LA 70808  
Thursday, July 18, 2024 | 1:00 p.m. CT*

I. Call to Order and Roll Call

Mr. Jimmie Woods, called to order the Executive Committee of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on July 18, 2024.

Present

Mr. Jimmie Woods  
Mr. Lee Mallett  
Mr. Patrick Morrow  
Mr. Rémy Voisin Starns

Absent

Ms. Laurie Lipsey Aronson  
Mr. Scott Ballard  
Ms. Valencia Sarpy Jones  
Mr. James Williams

A quorum was not present.

Also participating in the meeting was Mr. Winston DeCuir, General Counsel for LSU.

II. Public Comment

There were no persons registered for public comment.

III. Review of Bylaws

Supervisor Jimmie Woods initiated a discussion about the alignment of Bylaws with recent changes from the 2024 legislative session.

Supervisor Jimmie Woods discussed a modification of the Board's scholarship policy with the Executive Committee in the September meeting.

Executive Director & General Counsel will red-line bylaws and send proposed changes to Board of Supervisors.

IV. Adjournment

The meeting was adjourned.

MINUTES  
LSU BOARD OF SUPERVISORS  
FINANCE COMMITTEE MEETING  
*Board Room, University Administration Building  
3810 West Lakeshore Drive, Baton Rouge, LA 70808  
Thursday, August 9, 2024 | 11:30 a.m. CT*

I. Call to Order and Roll Call

Mr. Lee Mallett, called to order the Finance Committee of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on August 9, 2024.

Present

Mr. Lee Mallett  
Ms. Laurie Lipsey Aronson  
Ms. Rebecca Boniol  
Mr. Patrick Morrow  
Mr. Scott Ballard

Absent

Mr. John H. Carmouche  
Mr. Randy Morris  
Mr. James Williams

Also participating in the meeting was Mr. Winston DeCuir, General Counsel for LSU.

II. Public Comment

There were no persons registered for public comment.

III. Updates of System and Campus Operating Budgets

Ms. Lewis provided an update on the distributions of the State General Fund, Operating Budget, and Supplemental Bill (HB782).

IV. Adjournment

The meeting was adjourned.

MINUTES  
LSU BOARD OF SUPERVISORS  
EXTERNAL AFFAIRS COMMITTEE MEETING  
*Board Room, University Administration Building  
3810 West Lakeshore Drive, Baton Rouge, LA 70808  
Friday, August 9, 2024 | 1:00 p.m. CT*

I. Call to Order and Roll Call

Mr. Lee Mallett, called to order the External Affairs Committee of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on August 9, 2024.

Present

Mr. Lee Mallett  
Ms. Laurie Lipsey Aronson  
Mr. Scott Ballard  
Ms. Rebecca Boniol  
Ms. Esperanza Moran  
Mr. Patrick Morrow  
Mr. Collis Temple

Absent

Mr. Rémy Voisin Starns  
Mr. John Carmouche  
Mr. Randy Morris

Also participating in the meeting was Mr. Winston DeCuir, General Counsel for LSU.

II. Public Comment

There were no persons registered for public comment.

III. Update on External Affairs

Mr. John Walters, Vice President of External Affairs, provided an update on priorities for the upcoming legislative session.

IV. Adjournment

The meeting was adjourned.



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## Board of Supervisors

### REPORTS TO THE BOARD

Personnel Actions Information Report  
Reporting Period: April 2024 - June 2024

LSU A&M								
Honorifics								
Name	Effective Date	Academic Rank/Title	Allowance	Named Professorship				Transaction
Aaron Charles Sheehan-Dean	5/15/2024	Department Head/Chair	\$45,000	Fred C. Frey Endowed Chair in Southern Studies				Add Honorific
John Nauright	6/1/2024	Director of School Within A College	\$15,500	Karen Wax Schmitt and Family Endowed Professorship				Add Honorific
K Stephen Prince	6/15/2024	Professor	\$21,604	Charles Phelps Manship, Jr. Endowed Chair in History				Add Honorific
Paul Joseph Frick	5/15/2024	Professor	\$8,741	Roy Crumpler Memorial Chair in Psychology				Add Honorific
Paul Joseph Frick	6/15/2024	Professor	\$34,964	Roy Crumpler Memorial Chair in Psychology				Add Honorific
Richie Roberts	5/1/2024	Associate Professor	\$11,000	Harry Clayton Sanders, Sr. Endowed Professorship in Extension Education				Add Honorific
Tina M. Harris	5/15/2024	Professor	\$57,845	Dori J. Maynard Chair for Race, Media & Cultural Literacy				Add Honorific
Personnel Actions								
Name	Effective Date	Academic Rank/Title	Tenure Status	Previous Salary	New Salary	% Net Change	Allowance Plan	Transaction
Andrew J Maas	3/1/2024	Associate Vice President	N/A	\$236,790	\$300,000	26.69%	\$480	Retroactive > Retention
Antony Blackburn	5/1/2024	Assistant Coach	N/A	\$0	\$74,600	100%	\$9,600	Hire
Ashley R. Juneke	1/1/2024	Assistant Dean - Student Services	N/A	\$114,184	\$120,000	5%	\$0	Retroactive > Equity Adjustment
Brogan Kate Barr	6/14/2024	Assistant Coach	N/A	\$0	\$69,600	100%	\$9,600	Hire
Cathy Krane	5/31/2024	Assistant Vice President	N/A	\$0	\$155,000	100%	\$0	Hire
Chaunda A Mitchell	6/3/2024	Associate Vice President	N/A	\$0	\$180,000	100%	\$0	Hire
Chunyan Li	8/15/2023	Professor	Tenured	\$115,068	\$120,668	5%	\$10,600	Retroactive > Add Allowance Plan
Clinton S Willson	6/1/2024	Dean of Major Academic Area	Tenured	\$252,000	\$275,000	9%	\$35,000	Promotion to New Rank
Conor Cable	5/1/2024	Assistant Coach	N/A	\$0	\$69,600	100%	\$9,600	Hire
Courtney A Barr	8/15/2023	Professor	Tenured	\$85,000	\$91,000	7%	\$10,000	Retroactive > Corrective Adjustment > Increase Allowance Plan
Dayton White	1/1/2024	Assistant Dean of Major Academic Area	N/A	\$107,000	\$120,000	12%	\$0	Retroactive > Equity Adjustment
Ed Holton	6/1/2024	Program/Project Director - Director - LHRD	Tenured	\$130,000	\$170,000	31%	\$40,000	Add Allowance Plan
Elaine M. Maccio	8/15/2023	Associate Professor	Tenured	\$95,252	\$99,752	5%	\$12,981	Retroactive > Add Allowance Plan
Eurico J Dsa	8/15/2023	Professor	Tenured	\$105,359	\$117,066	11%	\$11,707	Retroactive > Add Allowance Plan
Fahui Wang	2/1/2024	Associate Dean of Major Academic Area	Tenured	\$107,062	\$219,580	29%	\$49,518	Retroactive > Add Allowance Plan
Fernando Alegre	8/15/2023	Associate - Research 5	N/A	\$75,248	\$87,248	16%	\$12,000	Retroactive > Add Allowance Plan
Fernando Alegre	1/10/2024	Associate - Research 5	N/A	\$87,248	\$116,048	33%	\$28,800	Retroactive > Add Allowance Plan
FranCee Brown-McClure	5/27/2024	Associate Vice President	N/A	\$0	\$185,000	100%	\$0	Hire
Gail Hagan	1/3/2024	HR Specialist/Analyst/Coordinator	N/A	\$50,613	\$58,205	15%	\$7,592	Retroactive > Add Allowance Plan
Gerald Sansoni Jr.	2/1/2024	Director - Finance/Budget/Operations	N/A	\$95,467	\$112,000	17%	\$0	Retroactive > Unclassified Reallocation
Jace Long	6/17/2024	Assistant Coach	N/A	\$0	\$99,600	100%	\$9,600	Hire
Jason W Whitfield	4/1/2024	Associate Director - Property Management	N/A	\$96,067	\$96,067	0%	\$0	Military Leave
Jennifer Cook	1/12/2024	Coordinator of Academic Area 3	N/A	\$75,431	\$88,881	18%	\$13,250	Retroactive > Add Allowance Plan
Johanna Posada	6/1/2024	Associate General Counsel	N/A	\$154,186	\$185,000	20%	\$480	Equity Adjustment
John Nauright	6/1/2024	Director of School Within A College	Tenured	\$0	\$200,500	100%	\$45,500	Hire
Julia Faye Ledet	8/15/2023	Instructor	N/A	\$64,533	\$70,533	9%	\$6,000	Retroactive > Add Allowance Plan
Karl Vonmecklenburg	5/20/2024	Manager - Data Processing/Computer Services 2	N/A	\$0	\$130,000	100%	\$0	Hire
Lance Porter	8/15/2023	Professor	Tenured	\$153,154	\$158,154	3%	\$16,700	Retroactive > Add Allowance Plan
Levent Dirikolu	1/2/2024	Director of Academic Area (AP)	Tenured	\$174,283	\$186,283	7%	\$12,000	Retroactive > Add Allowance Plan
Lili M Bedoya	6/3/2024	General Librarian	N/A	\$43,597	\$50,000	15%	\$0	Promotion to New Rank
Linda M Bui	8/15/2023	Professor	Tenured	\$111,215	\$123,215	11%	\$12,000	Retroactive > Add Allowance Plan
Maria Chavez	8/6/2023	Police Officer 3	N/A	\$49,945	\$49,945	0%	\$0	Military Leave
Marshall Scott Walters	6/1/2024	Chief - Campus Police/Security	N/A	\$107,198	\$150,000	40%	\$0	Promotion
Matthew Norman LaBorde	6/1/2024	Senior Associate Athletic Director	N/A	\$180,000	\$234,600	25%	\$9,600	Change Job Details - Expanded duties and clarification of title.
Michael John Polito	8/15/2023	Associate Professor	Tenured	\$103,168	\$114,604	11%	\$11,436	Retroactive > Add Allowance Plan
Mike Racham Chatman	4/16/2024	Assistant Coach	N/A	\$0	\$172,500	100%	\$0	Hire
Nancy Mitropoulou	4/1/2024	Assistant Professor - Clinical	N/A	\$0	\$155,000	100%	\$0	Hire
Neoklis Apostolopoulos	4/1/2024	Assistant Professor	Tenure Track	\$0	\$155,000	100%	\$0	Hire
Peter Dominic Clift	8/1/2023	Professor	Tenured	\$140,882	\$140,882	0%	\$0	Academic Leave Without Pay
Sara K Lyle	4/1/2024	Associate Professor	Tenured	\$0	\$175,000	100%	\$0	Hire
Seimone Delicia Augustus	5/20/2024	Assistant Coach	N/A	\$0	\$159,600	100%	\$9,600	Hire
Senlin Chen	8/15/2023	Professor	Tenured	\$106,124	\$111,124	5%	\$10,000	Retroactive > Add Allowance Plan
Sian Hudson	1/1/2024	Head Coach	N/A	\$191,988	\$211,988	10%	\$16,988	Retroactive > Adjustment > Contract
Stacy Bradford	5/6/2024	Principal - Lab School	N/A	\$0	\$125,000	100%	\$0	Hire
Tammy Simien	6/1/2024	Associate General Counsel	N/A	\$140,276	\$165,000	18%	\$0	Change Job Details - Unclassified Reallocation
Tara Rose	4/17/2024	Associate Vice Provost	N/A	\$141,500	\$160,000	13%	\$0	Promotion
Theodore Leonard Waldron	6/1/2024	Professor	Tenured	\$0	\$58,889	100%	\$0	Hire > Period of Appointment
Tyrslai Menyae Williams	2/5/2024	Professor - Research (RP)	N/A	\$90,000	\$106,550	18%	\$16,550	Retroactive > Add Allowance Plan
Zach Greenwell	6/10/2024	Senior Associate Athletic Director	N/A	\$0	\$234,600	100%	\$9,600	Hire
LSU Shreveport								
Personnel Actions								
Name	Effective Date	Academic Rank/Title	Tenure Status	Previous Salary	New Salary	% Net Change	Allowance Plan	Transaction
Crista Hays	6/4/2024	Assistant Coach	N/A	\$0	\$35,000	100%	\$0	Hire
Brian A Salvatore	6/21/2024	Professor	Tenured	\$71,791	\$0	100%	\$0	Termination
Shelby C Keith	5/24/2024	Vice Chancellor For Business Affairs	N/A	\$135,503	\$171,503	27%	\$0	Promotion
LSU AgCenter								
Personnel Actions								
Name	Effective Date	Academic Rank/Title	Tenure Status	Previous Salary	New Salary	% Net Change	Allowance Plan	Transaction
Jack Koch	5/1/2024	Research Associate Specialist	N/A	\$45,252	\$62,000	37%	\$0	Promotion to New Track
Peters E Egbedi	5/20/2024	Postdoctoral Researcher	Tenure Track	\$52,500	\$93,000	77%	\$0	Promotion to New Track
LSU Eunice								
Personnel Actions								
Name	Effective Date	Academic Rank/Title	Tenure Status	Previous Salary	New Salary	% Net Change	Allowance Plan	Transaction
Manny Rodriguez	1/9/2024	Program Coordinator	N/A	\$49,453	\$54,454	10%	\$5,000	Retroactive > Add Allowance Plan
Lisa Immaculate Laffeur	1/15/2024	Assistant Professor	Tenure Track	\$82,752	\$83,252	1%	\$500	Retroactive > Add Allowance Plan



**Pennington Biomedical Center**

Personnel Actions									
Name	Effective Date	Academic Rank/Title	Tenure Status	Previous Salary	New Salary	% Net Change	Allowance Plan	Transaction	
Adam Conrad Lowe	1/1/2024	Postdoctoral Researcher	N/A	\$54,840	\$56,880	4%	\$0	Retroactive > Equity Adjustment	
Kelsi Jayne Brady	7/1/2023	Research Specialist 1	N/A	\$37,000	\$39,035	6%	\$0	Retroactive > Equity Adjustment	

**LSU Alexandria**

Personnel Actions									
Name	Effective Date	Academic Rank/Title	Tenure Status	Previous Salary	New Salary	% Change	Allowance Plan	Transaction	
Elizabeth Milton Beard	4/1/2024	Vice Chancellor For Academic Affairs	Tenured	\$94,536	\$190,036	100%	\$95,500	Promotion to New Rank	
Gerard Guidry Jr.	5/13/2024	Assistant Professor	Tenure Track	5,399.46	\$80,000	1382%	\$0	Promotion to New Track > Part-time to full-time	

**LSUHSC-New Orleans**

Honorifics									
Name	Effective Date	Academic Rank/Title	Allowance	Named Professorship		Transaction			
Matthew C. Carlisle	5/1/2024	Associate Professor		The George Washington Carver Professorship in Medicine		Add Honorific > Initial Appointment			
Pierre Deliege	6/1/2024	Associate Professor		The Bazan Professorship in Emergency Medicine		Add Honorific > Initial Appointment			
Kirk A Thame	5/1/2024	Associate Professor		Eberhard Schmidt-Sommerfield, MD Chair in Pediatric Gastroenterology		Add Honorific > Initial Appointment			

Personnel Actions									
Name	Effective Date	Academic Rank/Title	Tenured Status	Previous Salary	New Salary	% Net Change	Allowance Plan	Transaction	
Alejandro Trevino Santos	5/24/2024	Associate Professor	N/A	\$0	\$140,000	100%	\$0	Hire	
Erin S Hong	5/29/2024	Assistant Professor - Clinical	N/A	\$130,000	\$130,000	0%	\$0	TER Invol Sep-Other Invol Reason	
Ramey A. Benfield	6/1/2024	Chief Financial Officer	N/A	\$0	\$330,000	100%	\$0	Hire	
Steve Nelson	2/8/2024	Chancellor	Tenured	\$397,621	\$397,621	0%	\$0	PRO Promotion-Unclas/Admin Duties	
Surjadipta Bhattacharjee	4/16/2024	Assistant Professor - Research	N/A	\$73,383	\$73,383	0%	\$0	Promotion in Faculty Rank	

**LSUHSC - Shreveport**

Personnel Actions									
Name	Effective Date	Academic Rank/Title	Tenure Status	Previous Salary	New Salary	% Net Change	Allowance Plan	Transaction	
Christina M. Notarianni	5/1/2024	Professor	Tenured	\$140,885	\$160,609	14%	\$0	PAY Sal Inc - Equity Adjust Unclas	
Jennifer L Katzman	6/1/2024	Vice Chancellor For Administration	N/A	\$168,300	\$325,000	93%	\$0	PRO Promotion-Unclas/Admin Duties	



Finance & Administration

## Report to the Board

July 31, 2024

# Annual Report of Foreign Sources of Funds, Gifts, & Grants: Act 106 of 2023 Regular Legislative Session

Act 767 of the 2022 Regular Legislative Session established 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**.

Act 106 of the 2023 Regular Legislative Session, effective July 1, 2023, amends and reenacts Act 767 of the 2022 Regular Session to state that each institution shall report any gift received directly or indirectly from a **foreign adversary** with a value of \$50,000 or more. Foreign adversary means any foreign government or foreign non-government person determined by the United States Secretary of Commerce to have engaged in a long-term pattern or serious instances of conduct significantly adverse to the national security of the United States or security and safety of United States person as listed in 15CFR §7.4 Determination of Foreign Adversaries as amended or renumbered. Currently, those adversaries are:

- (1) The People's Republic of China, including the Hong Kong Special Administrative Region (China);
- (2) Republic of Cuba (Cuba);
- (3) Islamic Republic of Iran (Iran);
- (4) Democratic People's Republic of Korea (North Korea);
- (5) Russian Federation (Russia); and
- (6) Venezuelan politician Nicolás Maduro (Maduro Regime).

The LSU System has not received any gifts over \$50,000 from foreign adversaries for the period January 1 to June 30, 2024.



Finance & Administration

Foreign Gift Reporting

LSU Board of Supervisors (LSU System)

Certification Statement

Revision Date 12/12/2022

CERTIFICATION STATEMENT OF

LSU Board of Supervisors (LSU System)

to

Louisiana Board of Regents  
Foreign Gift Reporting

FOR THE PERIOD ENDING

6/30/2024

Name of Preparer Kimberly Lewis

Title Executive Vice President & 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.

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Executive VP and Chief Administrative Officer

\_\_\_\_\_  
Title






# Report to the Board - Foreign Gifts Jan to Jun 2024

Final Audit Report

2024-07-26

Created:	2024-07-26 (Central Daylight Time)
By:	Brandi Roberts (brobert1@lsu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1hxvxTBwasp1vu5LccbMuPN1VOyfh15g

## "Report to the Board - Foreign Gifts Jan to Jun 2024" History

-  Document created by Brandi Roberts (brobert1@lsu.edu)  
2024-07-26 - 1:12:11 PM CDT- IP address: 167.96.49.43
-  Document emailed to Kimberly Lewis (kjlewis@lsu.edu) for signature  
2024-07-26 - 1:13:10 PM CDT
-  Email viewed by Kimberly Lewis (kjlewis@lsu.edu)  
2024-07-26 - 2:45:04 PM CDT- IP address: 107.77.197.169
-  Document e-signed by Kimberly Lewis (kjlewis@lsu.edu)  
Signature Date: 2024-07-26 - 2:46:01 PM CDT - Time Source: server- IP address: 107.77.197.169
-  Agreement completed.  
2024-07-26 - 2:46:01 PM CDT



Finance & Administration

## Report to the Board

July 31, 2024

# Annual Report of Foreign Sources of Travel to Adversary Countries: Act 106 of 2023 Regular Legislative Session

Act 106 of the 2023 Regular Legislative Session, effective July 1, 2023, requires each postsecondary education institution that receives state appropriations and has a research budget of ten million dollars or more to establish an international travel approval and monitoring program. The Act requires the institution to pre-approve and screen any employment-related foreign travel to foreign adversary countries and employment-related foreign activities engaged in by any faculty member, researcher, or any other research department staff with foreign adversaries. This requirement is in addition to any other travel approval process applicable to the institution.

The LSU System has established a program to include these requirements and is maintaining records and details of expenses reimbursed by the institution or affiliate organization of the institution during travel, including for transportation, food, and lodging; and payments and honoraria received during the travel and activities, including for transportation, food, and lodging. These records will be retained for at least three years, or any longer period of time required by any other applicable state or federal law.

Act 106 also requires each institution to provide an annual report of travel to foreign adversary countries listing individual travelers, foreign locations visited, and foreign institutions visited to the Board of Supervisors of the applicable institution. Below is the report of all applicable travel to foreign adversary countries for the LSU System during the period July 1, 2023, through June 30, 2024.



Finance & Administration

Gift(s) Received from Foreign Source Report

Institution	Date(s) of Travel	Name(s) of Traveler(s)	Amount Paid for Transportation, Food, Lodging	Foreign Adversary Country	Purpose of Travel	Foreign Locations Visited	Foreign Institutions Visited
Louisiana State University and Agricultural and Mechanical College	3/9/2024 - 3/27/2024	Alexis Mercenne	\$3,037	China	Invitation for a seminar at Peking University, China. Only the flight ticket and miscellaneous expense will need to be reimbursed. Most of food and lodging will be provided by the host.	Beijing, China Zhengzhou, China	Peking University
Louisiana State University and Agricultural and Mechanical College	6/27/2024 - 8/4/2024	Brian Wolshon	N/A	China	Multi-leg travel to Beihang University, the 17th International Conference on Travel Behavior Research, and Eiffel University Paris, France, and potentially, Oxford, University and University College London in the UK. Travel is associated with ongoing research and planning for the 2025 International Transportation Resilience Conference in China	Beijing, China Vienna, Austria Paris, France	Beihang University, Beijing, PRC Gustave Eiffel University, Paris France
Louisiana State University and Agricultural and Mechanical College	9/23/2023 - 9/29/2023	Edward A Laws	N/A	China	Keynote speaker at the Global Ocean Summit 2023	Qingdao, China	Qingdao Institute of Marine Geology
Louisiana State University and Agricultural and Mechanical College	5/18/2024 - 5/26/2024	Eric Burns	\$4,331	China	Plenary speaker at the 3rd Nanjing Gamma-ray Burst Conference outside of Shanghai, China.	Shanghai, China	
Louisiana State University and Agricultural and Mechanical College	12/3/2023 - 12/13/2023	Fahul Wang	\$12	China	Attend the Hong Kong Research Grant Council (RGC) review panel meeting (12/5-12/9) and visit The Hong Kong Baptist University (HKBU) and The University of Hong Kong (HKU) (12/10-12/12). Serving the international research/scientific community as an external review panel member is a great honor and service. I will also visit the HKBU & HKU to deliver talks and explore collaborations. The trip informs me of the state of scientific discovery in the field and enhances my own research in both publications and external grant funding.	Hong Kong, China	Hong Kong Research Grant Council (RGC), The Hong Kong Baptist University (HKBU), and The University of Hong Kong (HKU)
Louisiana State University and Agricultural and Mechanical College	4/24/2024 - 4/28/2024	Fahul Wang	N/A	China	Visit Chinese University of Hong Kong (CUHK) to disseminate and advance his research in computational science and public policy by collaborations with CUHK faculty.	Hong Kong, China	Chinese University of Hong Kong (CUHK)



Finance & Administration

Gift(s) Received from Foreign Source Report

Institution	Date(s) of Travel	Name(s) of Traveler(s)	Amount Paid for Transportation, Food, Lodging	Foreign Adversary Country	Purpose of Travel	Foreign Locations Visited	Foreign Institutions Visited
Louisiana State University and Agricultural and Mechanical College	6/1/2024 - 6/18/2024	Fahui Wang	N/A	China	Attend the Hong Kong Research Grant Council (RGC) grant review as a panel member and conduct fieldwork in Wuhan & Beijing of China. Research Grant Council is covering all travel expenses.	Hong Kong, China Wuhan, China Beijing, China	Hong Kong Research Grant Council (RGC), 7/F, Shul on Centre, 6-8 Harbour Rd, Wanchai, Hong Kong, SAR, China
Louisiana State University and Agricultural and Mechanical College	7/15/2023 - 7/22/2023	Feng Chen	\$6,725	China	Attend the 43rd IEEE International Conference on Distributed Computing Systems (ICDCS '23), July 18-21.	Hong Kong, China	
Louisiana State University and Agricultural and Mechanical College	5/14/2024 - 6/2/2024	Gang Zhou	\$6,221	China	Research in both Taipei and Shanghai for my project "Multiple Renaissance." Gathering data for research project funded by PFIR funding.	Taipei, Taiwan Shanghai, China	Shanghai Library, Fudan University
Louisiana State University and Agricultural and Mechanical College	9/26/2023 - 10/7/2023	Jeremiah A Ariaz	\$3,028	China	To present, "The Kansas Mirror: The Fourth Estate in the Heart of America" at the Foreign Correspondents' Club, Hong Kong (Installation, Exhibition, Reception, Talk at Foreign Correspondents' Club)	Hong Kong, China	
Louisiana State University and Agricultural and Mechanical College	6/13/2023 - 7/12/2023	Jiuyi Zhu	\$4,064	China	Collaborate with Professor Laishun Lal at Hunan Normal University from 06/18/2023 to 07/08/2023  Personal Travel: 06/13/2023 to 06/17/2023 Changsha, China 07/09/2023 to 07/12/2023 Changsha, China	Changsha, China	Hunan Normal University
Louisiana State University and Agricultural and Mechanical College	8/1/2023 - 1/9/2024	Kam-Biu Liu	N/A	China	To visit the Chinese University of Hong Kong as a Vice-Chancellor Visiting Professor during my sabbatical from LSU in the fall semester of 2023. I will conduct coastal research and field work with colleagues in Hong Kong and China in connection with my mangrove and paleotempestology research projects during my sabbatical. CUHK will provide complimentary air fare and lodging, and access to campus facilities.	Hong Kong, China	The Chinese University of Hong Kong





Finance & Administration

Gift(s) Received from Foreign Source Report							
Institution	Date(s) of Travel	Name(s) of Traveler(s)	Amount Paid for Transportation, Food, Lodging	Foreign Adversary Country	Purpose of Travel	Foreign Locations Visited	Foreign Institutions Visited
Louisiana State University and Agricultural and Mechanical College	6/11/2024 - 6/26/2024	Kam-Biu Liu	N/A	China	To discuss with colleagues and research collaborators at the Chinese University of Hong Kong on research collaborations. My International air fare and local lodging in Hong Kong will be paid by the Chinese University of Hong Kong.	Hong Kong, China	The Chinese University of Hong Kong
Louisiana State University and Agricultural and Mechanical College	5/10/2024 - 5/17/2024	Karsten E Thompson	\$5,396	China	Attend the Annual Conference for the International Society for Porous Media. I am current president of the society, and must be there for meetings, MC duties, awards presentations, etc.	Qingdao, China	
Louisiana State University and Agricultural and Mechanical College	11/4/2023 - 11/15/2023	Kehul Xu	\$682	China	Baton Rouge, LA to Shanghai, China. Give a presentation in the 2nd MegaDelta Meeting organized by East China Normal University in Shanghai. All expenses (flight, meal and lodging) in Shanghai are covered by East China Normal University. Include personal travel to Welfang, China from 11/7/2023 - 11/13/2023.	Shanghai, China Welfang, China	East China Normal University in Shanghai, China
Louisiana State University and Agricultural and Mechanical College	9/15/2023 - 9/22/2023	Levent Dirikolu	\$5,761	China	Attending the 23rd International Conference of Racing Analysts and Veterinarians.	Hong Kong, China	
Louisiana State University and Agricultural and Mechanical College	2/28/2024 - 3/10/2024	Li-yeng Sung	\$3,595	China	Participate in the workshop on "Advanced Finite Element Methods for Nonlinear PDEs" at the Tsinghua Sanya International Mathematics Forum (TSIMF) in Sanya, China, Mar. 4-8, 2024.	Hong Kong, China Sanya, China	Tsinghua Sanya International Mathematics Forum, Sanya, China
Louisiana State University and Agricultural and Mechanical College	7/3/2023 - 7/15/2023	Louay N Mohammad	N/A	China	Deliver an Keynote Lecture and participate in the 13th International Conference on Road and Airfield Pavement Technology	Beijing, China	
Louisiana State University and Agricultural and Mechanical College	5/14/2024 - 5/19/2024	Mark A Tuilos	\$1,437	Cuba	Meet with Gallerist and Artists to research the organization of an exhibition of Contemporary Cuban art for the LSU Museum of Art.	Havana, Cuba	
Louisiana State University and Agricultural and Mechanical College	8/1/2023 - 1/9/2024	Nina S. Lam	N/A	China	To conduct comparative field research on urban vs rural resilience around Hong Kong and nearby region.	Hong Kong, China	Chinese University of Hong Kong (CUHK)





Finance & Administration

Gift(s) Received from Foreign Source Report							
Institution	Date(s) of Travel	Name(s) of Traveler(s)	Amount Paid for Transportation, Food, Lodging	Foreign Adversary Country	Purpose of Travel	Foreign Locations Visited	Foreign Institutions Visited
Louisiana State University and Agricultural and Mechanical College	6/11/2024 - 6/26/2024	Nina S. Lam	N/A	China	Travel to the Chinese University of Hong Kong, Hong Kong, to discuss research collaborations. International air fare and local lodging will be paid by the Chinese University of Hong Kong.	Hong Kong, China	The Chinese University of Hong Kong
Louisiana State University and Agricultural and Mechanical College	4/20/2024 - 4/25/2024	Omar Magana-Loaiza	\$1,031	China	To deliver a talk at PIERS 2024 in China. Travel was cancelled due to flight delays.	Chengdu, China	
Louisiana State University and Agricultural and Mechanical College	5/31/2024 - 6/21/2024	Phuc Cong Nguyen	\$1,084	China	05/31/2024 to 06/07/2024 Baton Rouge, LA to Taipei, Taiwan to attend the Conference on Fractional Integrals and Related Phenomena in Analysis held at the National Taiwan University  06/08/2024 to 06/21/2024 Taipei, Taiwan to Beijing, China to speak at the PDE Seminar and to meet and discuss research with Dr. Quoc Hung Nguyen at the Chinese Academy of Sciences	Taipei, Taiwan Beijing, China	National Taiwan University Chinese Academy of Sciences
Louisiana State University and Agricultural and Mechanical College	6/15/2023 - 7/30/2023	Qlankun Zhou	\$1,097	China	I am leaving MSY airport on June 15, and giving a short lecture at Central South University at Changsha from June 18-29, attending the 2023 Asian Meeting of Econometric Society at Beijing from June 30-July 2, attending the International Symposium on Advances In Panel Data and Time Series Econometrics at Xiamen from July 8-9, and visiting Renmin University of China from July 15-25. Returning to New Orleans MSY on July 30.	Changsha, China Beijing, China Xiamen, China	Central South University as Changsha Renmin University of China
Louisiana State University and Agricultural and Mechanical College	6/6/2024 - 6/10/2024	Qlankun Zhou	N/A	China	I am travelling to Xiamen University in China for the 2024 IAEE Annual Meeting to present my paper	Xiamen, China	Xiamen University



Finance & Administration

Gift(s) Received from Foreign Source Report							
Institution	Date(s) of Travel	Name(s) of Traveler(s)	Amount Paid for Transportation, Food, Lodging	Foreign Adversary Country	Purpose of Travel	Foreign Locations Visited	Foreign Institutions Visited
Louisiana State University and Agricultural and Mechanical College	6/27/2024 - 7/1/2024	Qiankun Zhou	N/A	China	I am travelling from Changsha China to Hangzhou China for the 2024 Asian Meeting of Econometric Society to present my paper. Since I am in China during the conference date, I only need to travel from my hometown to the destination for the conference. I only need reimbursement for registration fee, hotel as transportation from my hometown to the conference venue.	Hangzhou, China	Zhejiang University
Louisiana State University and Agricultural and Mechanical College	1/11/2024 - 2/5/2024	Rebecca "Ruljie" Blan	\$1,914	China	This spend authorization is created based on comment from our Expense Partner - Travel given on ER-0000526434: "Send Back Reason: Separate spend authorization should be created for Visa trip and linked to ER once approved & Visa fee should be included along with any documentation showing appt date." More background for quick review: the trip to China is to allow Rebecca to obtain a US visa from her home country so that she can attend the First Connections to Sustain Science in Latin America symposium held by the US National Academy of Sciences. Expense report for that trip is recorded in "ER-0000525536."  1/11/2024-2/5/2024 Baton Rouge, LA, US to Shanghai, China (i.e., visa trip cost) (Note: other costs are covered in ER-0000525536)	Shanghai, China Shenyang, China	



Finance & Administration

Gift(s) Received from Foreign Source Report							
Institution	Date(s) of Travel	Name(s) of Traveler(s)	Amount Paid for Transportation, Food, Lodging	Foreign Adversary Country	Purpose of Travel	Foreign Locations Visited	Foreign Institutions Visited
Louisiana State University and Agricultural and Mechanical College	5/21/2024 - 7/2/2024	Siu-Hung "Richard" Ng	\$3,684	China	05/21/2024 to 07/02/2024 Baton Rouge, LA to Hong Kong, China to Beijing, China to Chengdu, China to meet and discuss research with Dr. Zhu, Yongchang at Hong Kong University of Science and Technology from 05/23/2024 to 05/31/2024, so meet and discuss research with Dr. Wang, Yilong at Beijing Institute of Mathematical Sciences and Applications 05/31/2024 to 06/17/2024, and to meet and discuss research with Dr. Li, Ren at Sichuan University 06/17/2024 to 07/02/2024	Hong Kong, China Beijing, China Chengdu, China	The Hong Kong University of Science and Technology (HKUST), Beijing Institute of Mathematical Sciences and Applications (BIMSA) and Sichuan University.
Louisiana State University and Agricultural and Mechanical College	2/28/2024 - 3/10/2024	Susanne Brenner	\$3,776	China	Participate in the workshop on "Advanced Finite Element Methods for Nonlinear PDEs" at the Tsinghua Sanya International Mathematics Forum (TSIMF) in Sanya, China, Mar. 4-8, 2024  *Personal travel day in Hong Kong 3/2/24	Hong Kong, China Sanya, China	Tsinghua Sanya International Mathematics Forum, Sanya, China
Louisiana State University and Agricultural and Mechanical College	5/26/2024 - 7/8/2024	Xiaolang Wan	N/A	China	06/05/2024 to 06/07/2024 Baton Rouge, LA to Beijing, China to give a seminar talk at the University of Chinese Academy of Sciences  06/26/2024 to 06/28/2024 Beijing, China to Shanghai, China to give a seminar talk at Shanghai Tech University  Personal Travel: 05/26/2024 to 06/04/2024 Beijing, China 06/08/2024 to 06/25/2024 Beijing, China 06/28/2024 to 07/08/2024 Beijing, China	Beijing, China Shanghai, China	University of Chinese Academy of Sciences, Shanghai Tech University



Finance & Administration

Gift(s) Received from Foreign Source Report							
Institution	Date(s) of Travel	Name(s) of Traveler(s)	Amount Paid for Transportation, Food, Lodging	Foreign Adversary Country	Purpose of Travel	Foreign Locations Visited	Foreign Institutions Visited
LSU Agricultural Center	4/7/2024-4/15/2024	Zhiyuan Chen	N/A	China	To visit the Institute of Microbiology, Heilongjiang Academy of Sciences, Harbin; give a presentation on managing plant fungal diseases and reducing aflatoxin contamination; and discuss possible collaborations.	Harbin, China	Institute of Microbiology, Heilongjiang Academy of Sciences
LSU Agricultural Center	10/7/2023-10/30/2023	Fangneng Huang	\$390	China	Invited for one-week visit from 10/9-10/14/2023 to the Institute of Plant Protection, Gansu Academy of Agricultural Sciences to give research presentations related to Bt resistance management, share information, and provide advice for Professor Jingguo Guo's research team in field crop and Bt resistance studies. To take two weeks of personal travel afterwards.	Lanzhou, Gansu, China	Institute of Plant Protection, Gansu Academy of Agricultural Sciences
LSU Agricultural Center	5/24/2024-6/17/2024	Jinggang Guo	\$5,112	China	Invited to Zhejiang University in Hangzhou, China to teach a GAMS short course from 5/27-5/31/2024. Had an H1B interview scheduled at the U.S. Embassy in Shanghai on 5/29/2024. On personal travel after 5/31/2024 and returned home on 6/17/2024.	Hangzhou, Zhejiang Province, China and Shanghai, China	Zhejiang University
<b>Total</b>			<b>\$62,375</b>				



Finance & Administration

**Report to the Board**  
**September 6, 2024**  
**Affiliated Entities Reimbursements Report**

The Louisiana Code of Governmental Ethics prohibits public servants from receiving anything of economic value from a source other than the governmental entity for the performance of official duties and responsibilities or services substantially related to public duties. However, the law allows public employees to receive supplementary compensation or benefits from alumni associations or foundations recognized by the Board. Louisiana Revised Statute (LA RS) 17:3390 requires that any request for payment over \$1,000 for any single transaction to, or on behalf of, a public employee by a nonprofit organization shall be approved in writing by the appropriate higher education management board in accordance with written policies and procedures. The updated Uniform Affiliation Agreement adopted by LSU affiliates in 2020 outlines the provisions for compliance. Below is a summary table of reimbursements by Affiliated Entity for the fourth quarter of FY 2024. The Appendix includes more detailed information on each reimbursement.

**Reimbursements Greater than \$1,000 by Affiliated Entity**

	Quarter Ending 06/30/2024	
	Number of Payments	Total Reimbursements
Louisiana 4-H Foundation	2	\$ 2,207
LSU Alumni Association	0	\$ -
LSU Foundation	143	\$ 273,401
LSU Health Care Services Foundation	0	\$ -
LSU Health Foundation - New Orleans	83	\$ 221,489
LSU Health Sciences Foundation - Shreveport	40	\$ 77,098
LSU Healthcare Network	0	\$ -
LSU Medical School Alumni Association	0	\$ -
LSU Research Foundation	3	\$ 12,814
LSUA Foundation	28	\$ 66,489
LSUE Foundation	2	\$ 2,433
LSUS Alumni Association	0	\$ -
LSUS Foundation	22	\$ 20,918
Pennington Biomedical Research Foundation	10	\$ 21,539
Tiger Athletic Foundation	25	\$ 74,416

**Appendix: Affiliated Entities Reimbursement Details**

**Affiliate: LSU 4-H Foundation**

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Dr. Toby Lepley	5/2/2024	\$1,196.00	Hotel Suite for the Biennial Convention
Dr. Toby Lepley	6/25/2024	\$1,010.96	Supplies for 4-H University Awards Ceremony
		<hr/>	
		\$2,206.96	



**Appendix: Affiliated Entities Reimbursement Details**

**Affiliate: LSU Foundation**

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
John Maxwell Hamilton	4/3/2024	\$1,024.25	Research Travel Washington DC
Oliver Dasbach	4/3/2024	\$1,079.88	Meal Expense for Meeting and Discussion of Research with Outside LSU Guest
Tina Randolph	4/3/2024	\$1,371.17	ECE Interviewee Ali Bazzi
Tina Randolph	4/3/2024	\$1,371.17	ECE Interviewee Ali Bazzi
Tina Randolph	4/3/2024	\$1,371.17	ECE Interviewee Ali Bazzi
Tina Randolph	4/3/2024	\$1,371.17	ECE Interviewee Ali Bazzi
Tina Randolph	4/3/2024	\$1,371.17	ECE Interviewee Ali Bazzi
A J Burns	4/4/2024	\$1,000.00	Employee Award
Gabriele Piccoli	4/4/2024	\$2,500.00	Employee Award
Stephanie Walton	4/4/2024	\$1,250.00	Employee Award
Young H. Chun	4/4/2024	\$2,500.00	Employee Award
Zhenhua Chen	4/4/2024	\$2,500.00	Employee Award
Tristyn Meche	4/4/2024	\$1,999.00	Supplies for Dean Bissell's Office
Kory Konsoer	4/5/2024	\$2,000.00	International Research Travel, Peru
Susannah Knoll	4/5/2024	\$2,697.00	CMDA Matching Grant Supplies-Pamela Pike
John Maxwell Hamilton	4/8/2024	\$2,389.35	International Research Travel, Chile
Yaxin An	4/8/2024	\$2,431.13	Travel to Florida, for 2023 AICHE Fall Meeting
Ruth Moon	4/9/2024	\$2,672.80	Airfare to Gold Coast for ICA 2024
LSU Accounting Services	4/10/2024	\$1,761.43	Reception Expenses on behalf of Kenneth Schafer
Mehdi Zeidouni	4/10/2024	\$1,485.00	International Conference Travel, Austria
Success Labs Inc	4/10/2024	\$2,000.00	Executive Coaching for Michael Blandino
Roderick Parker	4/11/2024	\$1,659.19	Framing art gift from Senegal delegation & art in dean's office
Jonathan Earle	4/13/2024	\$1,035.00	Conference Travel on behalf of Camille Hardee
Daniel E. Keniston	4/16/2024	\$1,077.56	Recruitment Meal Expenses
Naci Mocan	4/16/2024	\$1,150.52	Reimbursement of meals with faculty interview candidates (attached spreadsheet lists location and attendees)
Sohrab Soleimanof	4/16/2024	\$1,058.18	Various Expenses, membership dues proofreading , shipping cost etc.
Kristina Lindsey Hall	4/18/2024	\$1,695.36	Reimbursement for Event Supplies
Qiankun Zhou	4/18/2024	\$1,758.83	Reimbursement of meals with faculty interview candidates (attached spreadsheet lists location and attendees)
Scott Abrahams	4/18/2024	\$1,266.64	Journal submission fees, professional memberships, and subscriptions for research
Terrence R. Tiersch	4/18/2024	\$1,000.00	Employee Award

## Appendix: Affiliated Entities Reimbursement Details

### **Affiliate: LSU Foundation**

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Kerry Sauley	4/19/2024	\$4,018.66	Data Purchased for Research Paper
Yongick Jeong	4/19/2024	\$2,359.46	Travel to Competition with Students, Alabama
Darla Dao	4/19/2024	\$1,198.86	Xun Tang, Cain Prof 2 & 5 to attend conferences
Darla Dao	4/19/2024	\$1,326.30	Xun Tang, Cain Prof 2 and 5, attend conference, Korea
William F. Tate	4/22/2024	\$8,461.07	BRCC Membership Dues
Elizabeth Green	4/22/2024	\$1,330.00	Professional development and software training course for Operations Coordinator.
Adelaide M. Russo	4/23/2024	\$1,285.00	International Research Travel, Paris, France
Ali Bazzi	4/23/2024	\$1,055.92	Interviewee Travel Expenses
Anthony Kelley	4/23/2024	\$1,067.63	Conference Travel
Angela Jenee Slocum	4/24/2024	\$2,979.78	Various expenses related to the John Breaux Symposium
Dana Taylor	4/24/2024	\$1,000.00	Employee Award
John David Miles	4/24/2024	\$1,000.00	Employee Award
Sigrid Kelsey	4/24/2024	\$1,000.00	Employee Award
US Dept of Homeland Sec	4/24/2024	\$2,805.00	Visa Fees on behalf of Negar Basiri
Darla Dao	4/24/2024	\$1,243.30	Azim Memon to attend the ICNMMF 5 Reykjavik, Iceland
Debnath Maji	4/26/2024	\$1,055.13	Interviewee Travel Expenses
Eric Burns	4/26/2024	\$1,000.00	Employee Award
Hollie Hale-Donze	4/26/2024	\$1,000.00	Employee Award
Kandace Hurst	4/26/2024	\$3,000.00	Employee Award
Maheshi Dassanayake	4/26/2024	\$1,000.00	Employee Award
Rendy Kartika	4/26/2024	\$1,500.00	Employee Award
Stephanie Jones	4/26/2024	\$1,000.00	Employee Award
Ana Maria Otamendi	4/29/2024	\$3,000.00	Employee Award
Athanasios Gentimis	4/29/2024	\$3,000.00	Employee Award
Edward A Benoit	4/29/2024	\$3,000.00	Employee Award
Leonard Apcar	4/29/2024	\$2,431.69	Various expenses, job ads for chair searches, and guest speaker entertainment
Stephen P Shipman	4/29/2024	\$3,000.00	Employee Award
William R Corbett	4/29/2024	\$3,000.00	Employee Award
Carlos Sabadie	4/29/2024	\$1,201.30	Flights for Paris France for Olympic Project
Bret A. Collier	4/30/2024	\$1,055.49	Research Supplies



## Appendix: Affiliated Entities Reimbursement Details

### **Affiliate: LSU Foundation**

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Elizabeth Forsythe	4/30/2024	\$1,264.60	Interview Expenses
Carlos Sabadie	4/30/2024	\$1,989.86	Flight to Paris France for Olympic Project
Adam Hrinkevich	5/1/2024	\$2,000.00	Employee Award
Leonard Apar	5/1/2024	\$1,658.36	Conference Travel Austin, TX
Elizabeth Hymel	5/2/2024	\$1,000.00	Employee Award
John Protevi	5/2/2024	\$1,362.18	Reimbursement for Entertainment Expenses for Conference Reception
Melanie Spinks	5/2/2024	\$1,000.00	Employee Award
Brian Snyder	5/3/2024	\$1,000.00	Employee Award
John R. White	5/3/2024	\$1,000.00	Employee Award
Linda Hooper-Bui	5/3/2024	\$1,000.00	Employee Award
Ye-Sho Chen	5/3/2024	\$1,300.00	APC Paper Submission Fee
Andrew Kuo	5/7/2024	\$2,500.00	Employee Award
Joohee Cecilia Kang	5/7/2024	\$1,000.00	Employee Award
Marybeth Lima	5/7/2024	\$2,500.00	Employee Award
Melissa Korduner	5/7/2024	\$1,000.00	Employee Award
Stephanie Walton	5/7/2024	\$1,000.00	Employee Award
Tracy Morgan	5/7/2024	\$1,000.00	Employee Award
John Friscia	5/7/2024	\$1,553.60	Flight for LSU vs USC Las Vegas for Media Purposes
Kamile Geist	5/7/2024	\$1,000.88	Visit Early Childhood School Reggio
Kamile Geist	5/7/2024	\$1,327.43	Round Trip travel to Italy
Brian S Andrews	5/8/2024	\$2,200.00	Subscription Renewals
Miaomiao Yu	5/8/2024	\$1,000.00	Purchase of Data for Research Purposes
Michael Henderson	5/8/2024	\$3,600.91	Data Collection, licenses and a book for research
Kelsey Megilligan	5/8/2024	\$1,245.00	Case Conference Registration
Mandi J Lopez	5/9/2024	\$4,597.00	Reimbursement for CMU Tuition
Kamile Geist	5/9/2024	\$1,872.05	Present at conference in Florence
Joe Rush	5/9/2024	\$2,707.46	Parts for piano
Deborah Goldgaber	5/13/2024	\$2,105.84	Materials Purchased for French Philsophy Today Conference
Michael Mauney	5/13/2024	\$1,000.00	Employee Award
Hyojung Park	5/15/2024	\$8,822.03	Prolific Studies and Istock subscriptions to assist with research

**Appendix: Affiliated Entities Reimbursement Details**

**Affiliate: LSU Foundation**

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Darla Dao	5/15/2024	\$3,555.60	Jose Romagnoli, Cain Chair 1 travel to Italy
Michael B. Dettinger	5/16/2024	\$1,500.00	Employee Award
Michael G Benton	5/16/2024	\$5,000.00	Employee Award
Gretchen Rhodes	5/17/2024	\$2,887.18	Retirement celebration for Associate Dean Andy Maverick
Rajesh Narayanan	5/21/2024	\$1,420.00	Network file sharing for research purposes
Darla Dao	5/22/2024	\$3,000.00	Jimmy Lawrence, MF Gautreaux Prof 2 - service for research
Junbo Wang	5/23/2024	\$2,192.00	Paper Submission Fees and Copy Editing Fees
Maria Rethelyi	5/23/2024	\$1,200.00	Conference Expenses Rutgers University NJ
Viktor Jarotschkin	5/23/2024	\$1,939.47	Reimbursement for Supplies for Research at Home
Kristen Sosnowsky	5/26/2024	\$1,549.00	Accounting Subscription Software
Charles Pecquet	5/28/2024	\$4,500.00	Employee Award
Kevin McPeak	5/28/2024	\$4,500.00	Employee Award
Alena Allen	5/28/2024	\$1,015.10	2024 LSBA Annual Conference June 4-7, 2024
William F. Tate	5/29/2024	\$1,079.59	Membership Dues BRCC
Sarah Moran	5/30/2024	\$1,383.18	Tablet for Executive Director and Manager of Operations
Carlos Sabadie	5/30/2024	\$1,303.22	Event Tickets for Olympic Project
John Maxwell Hamilton	6/3/2024	\$1,075.88	Travel Expenses for Trip to DC
John Friscia	6/04/2024	\$1,068.93	Lodging for KLSU Baseball Coverage
Darla Dao	6/06/2024	\$2,350.23	Research Travel for Jose Romagnoli Cain Chair Professor 1 Italy trip Lodging
Roderick Parker	6/06/2024	\$1,533.71	Service fee. Funding for lecturers for Ireland Study Abroad
Pamela Pike	6/06/2024	\$1,832.80	ISME International Conference Airfare
Rachel Rhodes	6/7/2024	\$1,768.00	Car Service for Presidential Engagement- Houston (On behalf of President Tate and Krista Raney (LSUFDN employee))
Rachel Rhodes	6/7/2024	\$1,145.00	Car Service for Presidential Engagement- Dallas (On behalf of President Tate and Krista Raney (LSUFDN employee))
Gibril R. Cole	6/10/2024	\$1,964.91	Reimbursement for MacBook Air
Kalling Heck	6/10/2024	\$1,000.00	Employee Award
Yong-Ha Kim	6/10/2024	\$1,000.00	Employee Award
Kamile Geist	6/10/2024	\$2,745.20	Conference Travel Rome, Italy
Ramachandra Devireddy	6/11/2024	\$2,500.00	Employee Award
Success Labs Inc	6/11/2024	\$3,500.00	Executive Coaching on behalf of Dr. Michael Blandino
Meng Zhang	6/12/2024	\$1,000.00	Employee Award

## Appendix: Affiliated Entities Reimbursement Details

### Affiliate: LSU Foundation

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Tristyn Meche	6/13/2024	\$1,088.14	Office Furniture for Dean Bissell
Alena Allen	6/16/2024	\$1,145.12	Conference Travel hotel expense for CALIcon24 at UW School of Law
Hannah Bacon	6/17/2024	\$1,500.00	Conference Travel-Hawaii
Roxanne Kearns Dill	6/17/2024	\$1,489.68	Conference Travel University of Georgia
US Dept of Homeland Sec	6/17/2024	\$2,805.00	Premium Processing Fee for Flavia Patrascu H-1 B visa
Meghan Sanders	6/17/2024	\$1,080.92	International Communication Association
Dyslexia Resource Center	6/18/2024	\$4,000.00	Dyslexia Training Course for Tamara Empson
Darla Dao	6/18/2024	\$2,500.00	Upgrade old Lx Controller to new Tiger controller-Kevin McPeak
US Dept of Homeland Sec	6/19/2024	\$2,805.00	Premium Processing Fee for Dr. Yang Wang H-1 B visa
US Dept of Homeland Sec	6/19/2024	\$2,805.00	Premium Processing Fee for Dr. Xiaoque Peng H-1 B visa
Kimberly Bissell	6/19/2024	\$1,497.67	ICA Conference Travel Gold Coast, Australia
William F. Tate	6/21/2024	\$1,211.16	Membership Dues to BRCC
Damon Talley	6/22/2024	\$1,292.74	Airbnb balance for Schladming travel
Alain A. Levasseur	6/24/2024	\$1,500.00	Employee Award
Melanie B. Anderson	6/24/2024	\$1,500.00	Employee Award
Nikolaos Davrados	6/24/2024	\$1,500.00	Employee Award
Yong-Ha Kim	6/25/2024	\$2,000.00	Employee Award
Ashley Thibodeaux	6/25/2024	\$2,149.60	Data sets for research (on behalf of Areendam Chanda)
Robert E Lancaster, II	6/26/2024	\$1,211.24	Reimbursement for 2024 Summer Program in Lyon France
Sadie D. Wilks	6/26/2024	\$1,452.02	Conference Expenses Missouri
Jeonghyun Janice Lee	6/27/2024	\$1,672.77	Flight to Australia for Conference
James Scott Fargason	6/28/2024	\$1,750.00	Registration fee for online course for instruction purposes
Rajesh P Narayanan	6/28/2024	\$3,107.19	Purchase of iPad for instruction and research purposes
		<hr/>	
		\$273,401.01	

**Appendix: Affiliated Entities Reimbursement Details**

**Affiliate: LSU Health Foundation - New Orleans**

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Christopher Haas MD	4/2/2024	\$3,250.63	Travel & Continuing Education
Emilio Russo MD	4/2/2024	\$2,083.66	Travel & Continuing Education
George Jeha	4/2/2024	\$1,267.00	Travel & Continuing Education
Jocelyn Carnicle	4/2/2024	\$1,267.00	Travel & Continuing Education
Kasha Bornstein MD	4/2/2024	\$1,197.58	Travel & Continuing Education
Nicholas Culotta	4/2/2024	\$1,267.00	Travel & Continuing Education
Randi Goldstein	4/2/2024	\$1,267.00	Travel & Continuing Education
Stacey Holman MD	4/2/2024	\$1,653.69	Travel & Continuing Education
Stephen Brisco	4/4/2024	\$1,223.00	Professional Dues & Licenses
Aran Yoo MD	4/12/2024	\$2,084.88	Travel & Continuing Education
Caroline Savoie	4/12/2024	\$1,267.00	Travel & Continuing Education
Gabriel Tender MD	4/12/2024	\$1,980.92	Meals & Recruitment
Harel Schwartzberg	4/12/2024	\$1,202.26	Travel & Continuing Education
Joseph Ortenberg MD	4/12/2024	\$4,137.88	Travel & Continuing Education
Lisa Peacock MD	4/12/2024	\$2,849.55	Travel & Continuing Education
Lynda Harhad	4/12/2024	\$2,184.46	Travel & Continuing Education
Peter Issa	4/12/2024	\$1,504.44	Travel & Continuing Education
Zachary S Selzler MD	4/12/2024	\$1,477.29	Travel & Continuing Education
Richard DiCarlo MD	4/17/2024	\$1,872.98	Travel & Continuing Education
Robert Maupin MD	4/17/2024	\$1,731.58	Travel & Continuing Education
Georgios Kogias	4/22/2024	\$3,335.96	Travel & Continuing Education, Academic Supplies & Material
J Christian Winters MD	4/22/2024	\$5,270.46	Travel & Continuing Education
Lisa Peacock MD	4/22/2024	\$2,696.10	Travel & Continuing Education
Dean Lauret MD	4/25/2024	\$1,023.09	Meals & Recruitment
Emilio Russo MD	4/25/2024	\$3,416.89	Meals & Recruitment
Srikanth Mudiganty	4/25/2024	\$2,330.56	Travel & Continuing Education
Braden McIntosh MD	4/30/2024	\$2,446.14	Travel & Continuing Education
Brian Allen	4/30/2024	\$2,615.65	Travel & Continuing Education
LuAnn Barnett	4/30/2024	\$2,200.75	Travel & Continuing Education
Michael Loewe	4/30/2024	\$2,183.92	Travel & Continuing Education

## Appendix: Affiliated Entities Reimbursement Details

### **Affiliate: LSU Health Foundation - New Orleans**

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Michael Truax MD	4/30/2024	\$2,137.76	Travel & Continuing Education
Patricia Molina MD	4/30/2024	\$2,601.55	Travel & Continuing Education
Sophia Trinh MD	4/30/2024	\$2,979.00	Travel & Continuing Education
Catherine Hebert MD	5/2/2024	\$1,929.45	Travel & Continuing Education
Peyton Bennett	5/2/2024	\$1,502.17	Travel & Continuing Education
Amir Nejat	5/8/2024	\$1,739.63	Travel & Continuing Education
Elizabeth Rourke	5/8/2024	\$1,233.83	Meals & Recruitment
John England MD	5/8/2024	\$10,908.80	Meals & Recruitment
Sophia Trinh MD	5/8/2024	\$1,902.39	Travel & Continuing Education
Katherine Diodene	5/14/2024	\$3,385.22	Travel & Continuing Education
Lauren Theriot	5/14/2024	\$2,875.27	Travel & Continuing Education
Louis Catalano	5/14/2024	\$1,861.81	Travel & Continuing Education
Robert Zura MD	5/14/2024	\$1,589.44	Travel & Continuing Education
Ryan Krlin	5/14/2024	\$1,438.34	Meals & Recruitment
SVS Foundation	5/14/2024	\$8,500.00	Meals & Recruitment
Valentine Nfonsam MD	5/14/2024	\$1,340.99	Travel & Continuing Education
Bruce Torrence MD	5/17/2024	\$1,986.52	Travel & Continuing Education
Casey Murphy MD	5/17/2024	\$2,545.79	Travel & Continuing Education
Louisiana State University	5/17/2024	\$11,374.78	Continuing Education - Melanie Lane
Sterling Roberts	5/17/2024	\$3,627.66	Travel & Continuing Education
Katherine Diodene	5/22/2024	\$3,743.59	Meals & Recruitment
Lee Engel MD	5/22/2024	\$2,235.79	Meals & Recruitment
Tara Castellano	5/22/2024	\$2,500.00	Travel & Continuing Education
Hai Tran MD	5/29/2024	\$1,327.24	Travel & Continuing Education
William Gibson	5/29/2024	\$1,132.14	Academic Supplies & Materials
Charles Hansen MD	6/7/2024	\$1,839.00	Travel & Continuing Education
Christopher Bloise	6/7/2024	\$1,700.00	Travel & Continuing Education
George Karam MD	6/7/2024	\$1,126.97	Travel & Continuing Education
Jestin Williams MD	6/7/2024	\$2,500.00	Travel & Continuing Education
Mansour Alghamdi MD	6/7/2024	\$1,946.52	Travel & Continuing Education

## Appendix: Affiliated Entities Reimbursement Details

### **Affiliate: LSU Health Foundation - New Orleans**

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Marc Schatz	6/7/2024	\$1,719.00	Travel & Continuing Education
Matthew Darlow MD	6/7/2024	\$1,719.00	Travel & Continuing Education
Neeraj Jain MD	6/7/2024	\$1,319.35	Travel & Continuing Education
Paul Lelorier MD	6/7/2024	\$2,035.68	Travel & Continuing Education
Peter Krause MD	6/7/2024	\$1,201.89	Travel & Continuing Education
Rana Almudamgha	6/7/2024	\$3,077.19	Travel & Continuing Education
Steven Cherney	6/7/2024	\$1,148.58	Travel & Continuing Education
Valentine Nfonsam MD	6/7/2024	\$2,248.93	Meals & Recruitment
Frank Smart MD	6/13/2024	\$3,196.41	Travel & Continuing Education
Michelle Loch	6/13/2024	\$2,839.12	Travel & Continuing Education
Christopher Haas MD	6/18/2024	\$1,394.10	Travel & Continuing Education
Neeraj Jain MD	6/18/2024	\$5,761.00	Professional Dues & Licenses
The Administrators of the Tulane Educational Fund	6/18/2024	\$3,760.00	Continuing Education - Standardized Patient Program
Caitlin Sullivan	6/21/2024	\$1,224.88	Academic Supplies & Materials
John England MD	6/21/2024	\$9,146.71	Meals & Recruitment
Kathleen Crapanzano	6/21/2024	\$1,232.72	Academic Supplies & Materials
Tanya Stewart	6/21/2024	\$3,858.50	Meals & Recruitment
Dean Smith	6/28/2024	\$1,644.21	Travel & Continuing Education
Frank Culicchia MD	6/28/2024	\$6,592.08	Meals & Recruitment
Fred McMullen	6/28/2024	\$3,977.29	Travel & Continuing Education
Mark Odom	6/28/2024	\$1,761.24	Travel & Continuing Education
Neeraj Jain MD	6/28/2024	\$5,150.25	Meals & Recruitment
Sterling Roberts	6/28/2024	\$3,679.44	Travel & Continuing Education
		<hr/>	
		\$221,488.54	

## Appendix: Affiliated Entities Reimbursement Details

### **Affiliate: LSU Health Sciences Foundation - Shreveport**

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Caitlin Busada	4/4/2024	\$1,342.08	Meals & Lecture Expense
Chris Kevil	4/4/2024	\$4,516.70	Meals & Lecture Expense
Joseph M. Angelo	4/4/2024	\$1,542.23	Travel & CME
Bharat Guthikonda	4/17/2024	\$2,716.84	Travel & CME
Noelle Goodner	4/17/2024	\$1,973.62	Travel & CME
R. Keith White	4/17/2024	\$1,021.84	Travel & CME
William Morano, MD	4/17/2024	\$2,152.00	Travel & CME
Benjamin Horn	5/10/2024	\$1,533.56	Travel & CME
Caitlin Busada	5/10/2024	\$2,034.89	Meals & Lecture Expense
Brent Black	5/15/2024	\$1,455.84	Travel & CME
Indrajit Sehbi	5/15/2024	\$1,459.55	Travel & CME
David Guzick, MD	5/21/2024	\$2,366.49	Meals & Lecture Expense
Ahmad Masri	5/30/2024	\$1,381.74	Travel & CME
Andrew Zhang	5/30/2024	\$1,325.14	Travel & CME
Bharat Guthikonda	5/30/2024	\$3,247.92	Travel & CME
Bharat Guthikonda	5/30/2024	\$3,015.10	Meals & Lecture Expense
Bharat Guthikonda	5/30/2024	\$3,825.48	Travel & CME
Elizabeth Jee	5/30/2024	\$1,076.03	Travel & CME
Harish Siddaiah	5/30/2024	\$1,602.35	Travel & CME
Patrick Massey	5/30/2024	\$1,980.21	Travel & CME

## Appendix: Affiliated Entities Reimbursement Details

### **Affiliate: LSU Health Sciences Foundation - Shreveport**

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Michael Yim, MD	6/5/2024	\$1,444.86	Travel & CME
Richard Shane Barton	6/5/2024	\$2,613.13	Travel & CME
Richard Shane Barton	6/5/2024	\$2,900.00	Travel & CME
Thomas Arnold, MD	6/5/2024	\$1,034.96	Meals & Lecture Expense
Ameey Savardekar	6/13/2024	\$1,750.11	Travel & CME
Anthony Sin	6/13/2024	\$1,722.59	Travel & CME
Bharat Guthikonda	6/13/2024	\$1,919.33	Travel & CME
D. David Kim	6/13/2024	\$3,416.41	Meals & Lecture Expense
Richard Shane Barton	6/13/2024	\$1,727.39	Travel & CME
Richard Shane Barton	6/13/2024	\$2,843.01	Travel & CME
Richard Shane Barton	6/13/2024	\$2,843.01	Travel & CME
Caleb Stewart	6/27/2024	\$1,190.53	Travel & CME
Elizabeth Jee	6/27/2024	\$1,060.45	Travel & CME
Jeffrey Sterritt	6/27/2024	\$1,242.31	Travel & CME
Ryan Diaz	6/27/2024	\$1,600.03	Travel & CME
Tyler Compher	6/27/2024	\$1,000.00	Supplies & Equipment
Carlie Proctor	6/27/2024	\$1,766.16	Travel & CME
Danielle Terrell	6/27/2024	\$1,102.54	Travel & CME
Edward Burkhardt	6/27/2024	\$1,175.54	Travel & CME
Steven Garrett Whipple	6/27/2024	\$1,175.54	Travel & CME
		<hr/>	
		\$77,097.51	



**Appendix: Affiliated Entities Reimbursement Details**

***Affiliate: LSU Research Foundation***

<b><i>Payee Name</i></b>	<b><i>Payment Date</i></b>	<b><i>Amount</i></b>	<b><i>Purpose</i></b>
Elahe Russell	1/5/2024	\$4,271.26	Salary & Fringe
Elahe Russell	2/14/2024	\$4,271.26	Salary & Fringe
Elahe Russell	3/6/2024	\$4,271.26	Salary & Fringe
		<hr/>	
		\$12,813.78	

**Appendix: Affiliated Entities Reimbursement Details**

**Affiliate: LSUA Foundation**

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Tanya Lueder	4/18/2024	\$1,037.20	Commercial UAV Expo
David Shanks	4/18/2024	\$1,004.39	Commercial UAV Expo
Chase Dyess	4/30/2024	\$3,561.15	Salary Support
Eric Alai	4/30/2024	\$1,333.33	Professorship Stipend
Randall Dupont	4/30/2024	\$1,971.67	State Portion Chair Salary
Randall Dupont	4/30/2024	\$945.00	Private Portion Chair Salary
Patrick Hunter	4/30/2024	\$3,888.89	Chair Salary
Beverly Alwell	4/30/2024	\$9,107.78	Salary Support
Alisha Trisler	4/30/2024	\$1,452.24	SOTL Commons Conference Feb. 24
Sarita James	5/21/2024	\$1,000.00	ACEN Conference
Chase Dyess	5/31/2024	\$3,561.15	Salary Support
Eric Alai	5/31/2024	\$1,333.33	Professorship Stipend
Randall Dupont	5/31/2024	\$1,971.67	State Portion Chair Salary
Randall Dupont	5/31/2024	\$945.00	Private Portion Chair Salary
Patrick Hunter	5/31/2024	\$3,888.89	Chair Salary
Beverly Alwell	5/31/2024	\$7,732.78	Salary Support
Jeremy Simmons	5/31/2024	\$1,000.00	CTE Teaching Innovation Grant
Laurie Pittman	5/31/2024	\$2,028.76	NEI 2024 New Graduate Transition Conf
Cathy Cormier	5/31/2024	\$1,000.00	Bolton Award for Teaching Excellence
Mary Sunderhaus	6/27/2024	\$1,000.00	ACEN Self Study Conference
Zelege Negatu	6/27/2024	\$1,000.00	Crawfly Invertebrate Conference
Chase Dyess	6/30/2024	\$3,561.15	Salary Support
Randall Dupont	6/30/2024	\$1,971.67	State Portion Chair Salary
Randall Dupont	6/30/2024	\$945.00	Private Portion Chair Salary
Cieltia James	6/30/2024	\$2,274.48	Association for Coaching & Tutoring Conf.
Julie Gill	6/30/2024	\$2,660.17	First Year Experience Conference
Susan Bowers	6/30/2024	\$2,498.38	First Year Experience Conference
Susan Myrick	6/30/2024	\$1,814.62	National Assoc. Young Children Prof. Learning Conference

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\$66,488.70

## Appendix: Affiliated Entities Reimbursement Details

### ***Affiliate: LSUE Foundation***

<b><i>Payee Name</i></b>	<b><i>Payment Date</i></b>	<b><i>Amount</i></b>	<b><i>Purpose</i></b>
Shelia Renee Robichaux	4/30/2024	\$1,000.00	Teaching Excellence Award
Carey Lawson	5/20/2024	\$1,433.16	Hotel travel for meetings/events - Washington DC
		<hr/>	
		\$2,433.16	

**Appendix: Affiliated Entities Reimbursement Details**

**Affiliate: LSUS Foundation**

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Lucas Morgan	04/01/2024	\$1,887.54	Reimbursement for Interviews for Kyle Hawkins and Tim Hays
Adam Kay	04/01/2024	\$413.30	Reimbursement for Grass Sweeper for Soccer Program
Mary Lois White	04/02/2024	\$750.00	Reimbursement for Southwestern Academy of Management 2024 Conference LSUS sponsorship payment
Kyle Blankenship	04/10/2024	\$1,391.35	Reimbursement for Coaches, National Tournament, & Selection Committee Meetings, Postgame Meals, Recruiting and Senior Day
Kyle Blankenship	04/10/2024	\$736.72	Reimbursement for senior day, coaches meetings and recruiting
Qingsong Zhao	04/10/2024	\$3,106.00	Reimbursement for Automotive Cybersecurity Certification
Adam Kay	04/10/2024	\$492.20	Reimbursement for Bringing a recruit to campus
Mary Lois White	05/15/2024	\$155.40	Reimbursement for rental car travel from Houston airport to SWAM 2024 in Galveston for Dean's panel
Mary Lois White	05/16/2024	\$2,532.51	Reimbursement for COB polos for faculty and staff
Adam Kay	05/23/2024	\$375.00	Reimbursement for Sharpen Reels for Soccer JD Mower
Kyle Pierce	05/24/2024	\$600.00	Reimbursement for Bus transportation for Linwood Charter School students for the Weightlifting program at
Lucas Morgan	05/29/2024	\$79.52	Reimbursement for staff end of the year celebration at Pilot Field
Mary Lois White	05/30/2024	\$305.28	Reimbursement for dinner with COB alumni Jonathan Terry, Anthony Terry, and Ben Montgomery
Kyle Pierce	05/30/2024	\$1,352.43	Reimbursement for Weightlifting equipment designed for beginners for the youth Weightlifting program.
Kyle Pierce	05/30/2024	\$140.00	Reimbursement for Visa for Cuba for a conference on physical activity and sports where I made a presentation.
Kyle Pierce	05/30/2024	\$455.00	Reimbursement for travel for a Weightlifting seminar for coaches and athletes in Nairobi, Kenya. Needed only a ticket from Lusaka, Zambia where I was conducting a similar seminar through other funds.
Kyle Pierce	05/30/2024	\$361.26	Reimbursement for Lodging and transportation for a conference on physical activity and sports. I made a presentation at the conference.
Kyle Pierce	05/31/2024	\$249.99	Reimbursement for Sport performance assessment/monitoring equipment to use with the athletes in the Weightlifting program.
Linda Zhang	06/13/2024	\$801.45	Professional Development Training & Teaching Materials and Devices
Karen E. James	06/24/2024	\$2,347.56	Reimbursement for SEE Conference registration, hotel, travel and meals that occurred prior to Divvy card
Kyle Blankenship	06/25/2024	\$1,219.02	Reimbursement for MBB Expenses (Final Four Meetings/Socials, Locker Room/Camp Snacks and Drinks, Recruiting and Camp Staff Lunches)
Linda Zhang	06/25/2024	\$1,166.23	Reimbursement Conference Presentation & Teaching Materials
		<b>\$20,917.76</b>	

**Appendix: Affiliated Entities Reimbursement Details**

***Affiliate: Pennington Biomedical Research Foundation***

<b><i>Payee Name</i></b>	<b><i>Payment Date</i></b>	<b><i>Amount</i></b>	<b><i>Purpose</i></b>
Daniel Hsia	4/12/2024	\$1,600.89	Reimbursement for dues
Dr.Catherine Champagne	5/21/2024	\$1,513.57	Reimbursement for dues and Publication of the year award prize
Corby Martin	5/21/2024	\$1,428.58	Publication of the year award prize
Frank Greenway	5/21/2024	\$1,428.57	Publication of the year award prize
John Apolzan	5/21/2024	\$1,428.57	Publication of the year award prize
Shenping Yang	5/21/2024	\$1,428.57	Publication of the year award prize
Ray Allen	6/7/2024	\$1,539.83	Travel Expenses for meetings/conferences
Dr.Catherine Champagne	6/7/2024	\$1,551.71	Travel Expenses for meetings/conferences
Peter Katmarzyk	6/7/2024	\$4,938.62	Travel Expenses for meetings/conferences
Tiffany Stewart	6/7/2024	\$4,680.16	Travel Expenses for meetings/conferences
		<hr/>	
		\$21,539.07	

**Appendix: Affiliated Entities Reimbursement Details**

**Affiliate: TAF**

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Katie Copeland	4/2/2024	\$852.00	Items for SEC Head Coaches' hospitality baskets at SEC Gymnastics Championships
Katie Copeland	4/2/2024	\$2,265.44	Walk-On's: Senior recognition meal
Verge Ausberry	4/9/2024	\$1,090.91	Meals with donors/potential donors, University/athletic officials, etc
Quinlan Duhon	4/11/2024	\$1,419.74	Dave & Buster's: Team entertainment while in Gainesville
Katie Copeland	4/17/2024	\$373.02	Our Mom's: Team Meal
Katie Copeland	4/17/2024	\$4,050.83	Drakes Catering: Tiger Spotters meal on 3.15.24
Tiffany Stewart	4/24/2024	\$4,000.00	Eating disorder workshops
Stuart Breczinski	4/26/2024	\$1,600.00	Video editing of LSU Band concerts
Quinlan Duhon	5/6/2024	\$363.65	Crumbl & Andy's: Team ice cream party
Quinlan Duhon	5/6/2024	\$1,445.45	Vivid Ink: Team photos for boosters
Quinlan Duhon	5/14/2024	\$3,525.28	Rouses, LA Boilers: Softball Selection Show crawfish boil
Katie Copeland	5/16/2024	\$493.05	Barnes & Noble: Apparel for coaches
Katie Copeland	5/16/2024	\$523.37	Sweet Baton Rouge: Items for 2023 team banquet
Katie Copeland	5/16/2024	\$802.00	Sweet Baton Rouge: Items for 2024 team banquet
Scott Woodward	5/29/2024	\$2,421.84	Reimburse for Baton Rouge Country Club March-April 2024 dues for Scott Woodward per section 5.A of his employment contract
Blake Saul	5/30/2024	\$16,500.00	Interim housing for Jake Amos, new Men's Golf coach
Katie Copeland	6/3/2024	\$5,628.36	Drakes: Catering of National Championship celebration
Katie Copeland	6/10/2024	\$4,442.15	Luxury Gulf Rentals: deposit for team retreat
Shaeta Williams	6/10/2024	\$2,418.03	Reimburse for meal attended by LSU officials in Destin for the 2024 SEC Spring Meetings
Katie Copeland	6/11/2024	\$2,122.51	Expenses related to the gymnastics staff retreat
Kim Mulkey	6/11/2024	\$7,729.60	American Airlines, British Airlines, Aegean Air: Coach Mulkey paid for Makenzie Fuller's airfare for the European trip on her personal card. Coach Mulkey is allowed to invite guests per her employment contract.
Derek Calvert	6/19/2024	\$2,000.00	Medical Care for Tiger Olympians for the 2023-2024 season
Katie Copeland	6/19/2024	\$268.28	Lululemon: Awards for team banquet
Katie Copeland	6/19/2024	\$2,625.00	Additional post-season gift boxes through the NCAA Institutional Portal
Katie Copeland	6/19/2024	\$5,455.81	Worthington Renaissance: Catering for championship celebration
		<hr/>	
		\$74,416.32	

**LSU**  
**Deposit and Collateral Report**  
**June 30, 2024**

<b>Deposits Requiring Posting of Collateral:</b>	<b>Demand Deposit Sweep/MMA Repurchase</b>	<b>Certificates of Deposit</b>	<b>Total Deposits in Financial Institutions</b>	<b>Collateral (1)</b>
<b>LSU A&amp;M, LSU Alexandria, LSU Eunice, LSU Shreveport, and LSU Health New Orleans</b>				
Chase - LSU, Health Plan Premium	\$ 70,155,928		\$ 70,155,928	\$ 187,000,000
Cottonport Bank - LSU Ag Center	4,586,276		\$ 4,586,276	4,977,534
Capital One - LSU-A	11,266,868		\$ 11,266,868	11,302,944
St. Landry Bank - LSU-E	593,299		\$ 593,299	1,817,744
Campus Federal Credit Union - LSU-S		\$ 101,599	\$ 101,599	250,000
Capital One - LSU-S	57,406,222		\$ 57,406,222	58,299,347
Chase - HSCNO	108,800,520	18,600	\$ 108,819,120	160,000,000
<b>Total</b>	<b>\$ 252,809,113</b>	<b>\$ 120,199</b>	<b>\$ 252,929,312</b>	<b>\$ 423,647,569</b>
<b>LSU Health Shreveport</b>				
JPMC-Shreveport	\$ 76,936,672		\$ 76,936,672	\$ 95,250,000
JPMC-Shreveport Endowment Fds	1,324,858		1,324,858	
<b>Total</b>	<b>\$ 78,261,530</b>	<b>\$ -</b>	<b>\$ 78,261,530</b>	<b>\$ 95,250,000</b>
<b>LSU Health Care Services Division</b>				
JP Morgan Chase (HCSD)	\$ 89,394,210		\$ 89,394,210	\$ 111,303,870
Capital One (MCLNO Trust Fund)	5,828,302		\$ 5,828,302	5,939,869
<b>Total</b>	<b>\$ 95,222,512</b>	<b>\$ -</b>	<b>\$ 95,222,512</b>	<b>\$ 117,243,739</b>
<b>Total Requiring Collateral</b>	<b>\$ 426,293,155</b>	<b>\$ 120,199</b>	<b>\$ 426,413,354</b>	<b>\$ 636,141,308</b>
<b>Deposits In Trust or Federal Obligations Not Requiring Collateral</b>				
Federated Money Markets	\$ 9,740,375		\$ 9,740,375	
Federated Funds-Treas. Oblig. (2)	24,686,431		\$ 24,686,431	
<b>Total</b>	<b>\$ 34,426,806</b>	<b>\$ -</b>	<b>\$ 34,426,806</b>	
<b>Total Deposits</b>	<b>\$ 460,719,961</b>	<b>\$ 120,199</b>	<b>\$ 460,840,160</b>	

(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**  
**June 30, 2024**

Fund Description	As of 7/1/2023		As of 9/30/2023		As of 12/31/2023		As of 3/31/2024		As of 06/30/2024	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	
<b>Current Funds</b>										
Cash/Sweeps	\$401,144,460	\$528,798,984	\$528,798,984	\$467,698,460	\$467,698,460	\$566,337,679	\$566,337,679	\$419,139,995	\$419,139,995	
Money Market Accounts/Repos	\$2,472,544	\$1,269,169	\$1,269,169	\$4,788,277	\$4,788,277	\$6,637,322	\$6,637,322	\$162,000	\$162,000	
Certificates of Deposit	\$100,975	\$100,984	\$100,984	\$101,304	\$101,304	\$101,303	\$101,303	\$101,599	\$101,599	
Treasury Notes	\$60,289,099	\$67,892,292	\$63,312,918	\$90,454,735	\$90,086,864	\$93,910,498	\$92,756,064	\$96,851,529	\$95,651,752	
CMO's	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Agency Securities	\$115,056,924	\$137,193,831	\$110,552,134	\$129,621,052	\$110,258,881	\$125,066,002	\$104,253,561	\$124,990,219	\$104,514,609	
Mortgaged Backed Securities	\$3,182,656	\$19,633,568	\$18,842,665	\$19,546,540	\$19,569,633	\$19,195,881	\$19,153,410	\$19,138,114	\$19,117,171	
Equity Securities	\$86,547	\$0	\$96,315	\$0	\$101,245	\$0	\$113,462	\$0	\$107,461	
Municipal Bonds	\$169,963,432	\$231,924,804	\$185,890,241	\$219,385,984	\$185,896,307	\$228,903,469	\$197,694,276	\$227,125,598	\$194,228,402	
Corporate Bonds	\$274,503,773	\$324,203,753	\$274,795,135	\$316,142,524	\$282,416,723	\$304,541,970	\$271,344,480	\$302,296,035	\$268,710,550	
<b>Total</b>	<b>\$1,026,800,410</b>	<b>\$1,311,017,385</b>	<b>\$1,183,658,545</b>	<b>\$1,247,738,876</b>	<b>\$1,160,917,694</b>	<b>\$1,344,694,124</b>	<b>\$1,258,391,557</b>	<b>\$1,189,805,089</b>	<b>\$1,101,733,539</b>	
<b>Endowment Funds</b>										
Cash/Sweeps	\$3,868,729	\$845,612	\$845,612	\$788,244	\$788,244	\$1,769,383	\$1,769,383	\$1,324,858	\$1,324,858	
Money Market Accounts/Repos	\$1,064,161	\$377,327	\$377,327	\$584,514	\$584,514	\$826,290	\$826,290	\$0	\$0	
Certificates of Deposit	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	
Agency Securities	\$2,028,457	\$2,481,905	\$1,935,001	\$2,481,905	\$2,069,832	\$2,449,194	\$2,044,023	\$2,445,369	\$2,050,275	
Mortgaged Backed Securities	\$948,575	\$985,736	\$931,033	\$998,518	\$949,660	\$960,479	\$910,593	\$955,727	\$907,291	
Equity Securities	\$9,517,525	\$4,496,352	\$9,185,173	\$4,496,352	\$10,153,221	\$4,496,352	\$10,945,745	\$4,346,714	\$10,202,408	
Mutual Funds	\$75,797,920	\$74,477,431	\$73,883,043	\$75,812,938	\$80,226,286	\$73,919,408	\$79,130,575	\$74,732,657	\$80,107,064	
Municipal Bonds	\$3,133,144	\$4,008,609	\$2,976,986	\$3,993,125	\$3,147,989	\$3,888,614	\$3,152,348	\$3,881,810	\$3,136,742	
Corporate Bonds	\$8,176,112	\$10,339,867	\$9,010,444	\$10,339,867	\$9,477,621	\$10,131,650	\$9,415,459	\$11,120,198	\$10,392,584	
<b>Total</b>	<b>\$104,553,223</b>	<b>\$98,031,439</b>	<b>\$99,163,220</b>	<b>\$99,514,063</b>	<b>\$107,415,967</b>	<b>\$98,459,970</b>	<b>\$108,213,016</b>	<b>\$98,825,933</b>	<b>\$108,139,822</b>	
<b>Other Funds</b>										
Cash/Sweeps	\$5,572,032	\$5,645,384	\$5,645,384	\$5,786,509	\$5,786,509	\$5,659,202	\$5,659,202	\$5,828,302	\$5,828,302	
Money Market Accounts/Repos	\$33,663,740	\$9,711,341	\$9,711,341	\$14,850,817	\$14,850,817	\$9,968,841	\$9,968,841	\$34,264,806	\$34,264,806	
Equity Securities	\$531,960	\$0	\$583,197	\$0	\$433,913	\$0	\$576,550	\$0	\$570,995	
<b>Total</b>	<b>\$39,767,732</b>	<b>\$15,356,725</b>	<b>\$15,939,922</b>	<b>\$20,637,326</b>	<b>\$21,071,239</b>	<b>\$15,628,043</b>	<b>\$16,204,593</b>	<b>\$40,093,108</b>	<b>\$40,664,103</b>	
<b>Grand Total</b>	<b>\$1,171,121,365</b>	<b>\$1,424,405,548</b>	<b>\$1,298,761,687</b>	<b>\$1,367,890,265</b>	<b>\$1,289,404,900</b>	<b>\$1,458,782,137</b>	<b>\$1,382,809,166</b>	<b>\$1,328,724,130</b>	<b>\$1,250,537,464</b>	
<b>Deposits in Financial Institutions</b>										
Total Cash/Sweeps/MMA/Repos	\$447,785,666	\$546,647,817	\$546,647,817	\$494,496,821	\$494,496,821	\$591,198,717	\$591,198,717	\$460,719,961	\$460,719,961	
Total Certificates of Deposit	\$119,575	\$119,584	\$119,584	\$119,904	\$119,904	\$119,903	\$119,903	\$120,199	\$120,199	
<b>Total Deposits</b>	<b>\$447,905,241</b>	<b>\$546,767,401</b>	<b>\$546,767,401</b>	<b>\$494,616,725</b>	<b>\$494,616,725</b>	<b>\$591,318,620</b>	<b>\$591,318,620</b>	<b>\$460,840,160</b>	<b>\$460,840,160</b>	
<b>Other Investments</b>										
Treasury Notes	\$60,289,099	\$67,892,292	\$63,312,918	\$90,454,735	\$90,086,864	\$93,910,498	\$92,756,064	\$96,851,529	\$95,651,752	
CMO's	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Agency Securities	\$117,085,381	\$139,675,736	\$112,487,135	\$132,102,957	\$112,328,713	\$127,515,196	\$106,297,584	\$127,435,588	\$106,564,884	
Mortgaged Backed Securities	\$4,131,231	\$20,619,304	\$19,773,698	\$20,545,058	\$20,519,293	\$20,156,360	\$20,064,003	\$20,093,841	\$20,024,462	
Equity Securities	\$10,136,032	\$4,496,352	\$9,864,686	\$4,496,352	\$10,688,379	\$4,496,352	\$11,635,575	\$4,346,714	\$10,880,864	
Mutual Funds	\$75,797,920	\$74,477,431	\$73,883,043	\$75,812,938	\$80,226,286	\$73,919,408	\$79,130,575	\$74,732,657	\$80,107,064	
Municipal Bonds	\$173,096,576	\$235,933,413	\$188,867,227	\$223,379,109	\$189,044,296	\$232,792,083	\$200,846,624	\$231,007,408	\$197,365,144	
Corporate Bonds	\$282,679,885	\$334,543,620	\$283,805,579	\$326,482,391	\$291,894,344	\$314,673,620	\$280,759,939	\$313,416,233	\$279,103,134	
<b>Total Other</b>	<b>\$723,216,124</b>	<b>\$877,638,147</b>	<b>\$751,994,286</b>	<b>\$873,273,540</b>	<b>\$794,788,175</b>	<b>\$867,463,517</b>	<b>\$791,490,546</b>	<b>\$867,883,970</b>	<b>\$789,697,304</b>	
<b>Grand Total</b>	<b>\$1,171,121,365</b>	<b>\$1,424,405,548</b>	<b>\$1,298,761,687</b>	<b>\$1,367,890,265</b>	<b>\$1,289,404,900</b>	<b>\$1,458,782,137</b>	<b>\$1,382,809,166</b>	<b>\$1,328,724,130</b>	<b>\$1,250,537,464</b>	
<b>LSU Paid Campuses</b>										
<b>Current Funds</b>										
Cash/Sweeps	\$238,094,623	\$349,485,606	\$349,485,606	\$294,029,971	\$294,029,971	\$382,277,913	\$382,277,913	\$252,809,113	\$252,809,113	
Money Market Accounts/Repos	\$2,472,544	\$1,269,169	\$1,269,169	\$4,788,277	\$4,788,277	\$6,637,322	\$6,637,322	\$162,000	\$162,000	
Certificates of Deposit	\$100,975	\$100,984	\$100,984	\$101,304	\$101,304	\$101,303	\$101,303	\$101,599	\$101,599	
Treasury Notes	\$8,714,844	\$9,920,313	\$8,603,906	\$9,920,313	\$8,947,266	\$9,955,154	\$8,862,891	\$9,958,008	\$8,883,984	
CMO's	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Agency Securities	\$106,383,465	\$127,557,347	\$101,952,888	\$127,557,347	\$108,255,044	\$123,024,843	\$102,253,214	\$122,971,928	\$102,516,243	
Mortgaged Backed Securities	\$3,172,212	\$19,622,271	\$18,832,303	\$19,535,386	\$19,559,258	\$19,184,871	\$19,143,127	\$19,127,232	\$19,106,993	
Equity Securities	\$86,547	\$0	\$96,315	\$0	\$101,245	\$0	\$113,462	\$0	\$107,461	
Municipal Bonds	\$154,080,067	\$214,097,580	\$170,135,562	\$214,097,580	\$180,797,374	\$223,644,891	\$192,616,479	\$222,756,550	\$190,264,521	
Corporate Bonds	\$238,861,720	\$288,169,917	\$241,328,627	\$288,528,667	\$256,115,783	\$280,491,041	\$248,587,941	\$280,297,639	\$247,934,466	
<b>Total</b>	<b>\$751,966,997</b>	<b>\$1,010,223,187</b>	<b>\$891,805,360</b>	<b>\$958,558,845</b>	<b>\$872,695,522</b>	<b>\$1,045,317,338</b>	<b>\$960,593,652</b>	<b>\$908,184,069</b>	<b>\$821,886,380</b>	
<b>Endowment Funds</b>										
Money Market Accounts/Repos	\$1,064,161	\$377,327	\$377,327	\$584,514	\$584,514	\$826,290	\$826,290	\$0	\$0	
Certificates of Deposit	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	
Agency Securities	\$2,028,457	\$2,481,905	\$1,935,001	\$2,481,905	\$2,069,832	\$2,449,194	\$2,044,023	\$2,445,369	\$2,050,275	
Mortgaged Backed Securities	\$948,575	\$985,736	\$931,033	\$998,518	\$949,660	\$960,479	\$910,593	\$955,727	\$907,291	
Equity Securities	\$9,499,759	\$4,488,702	\$9,169,301	\$4,488,702	\$10,136,084	\$4,488,702	\$10,927,578	\$4,339,064	\$10,183,895	
Municipal Bonds	\$3,133,144	\$4,008,609	\$2,976,986	\$3,993,125	\$3,147,989	\$3,888,614	\$3,152,348	\$3,881,810	\$3,136,742	
Corporate Bonds	\$8,176,112	\$10,339,867	\$9,010,444	\$10,339,867	\$9,477,621	\$10,131,650	\$9,415,459	\$11,120,198	\$10,392,584	
<b>Total</b>	<b>\$24,868,808</b>	<b>\$22,700,746</b>	<b>\$24,418,693</b>	<b>\$22,905,231</b>	<b>\$26,384,300</b>	<b>\$22,763,529</b>	<b>\$27,294,891</b>	<b>\$22,760,768</b>	<b>\$26,689,387</b>	
<b>Other Funds</b>										
Money Market Accounts/Repos	\$24,408,839	\$338,926	\$338,926	\$5,356,794	\$5,356,794	\$353,576	\$353,576	\$24,524,431	\$24,524,431	
<b>Total</b>	<b>\$24,408,839</b>	<b>\$338,926</b>	<b>\$338,926</b>	<b>\$5,356,794</b>	<b>\$5,356,794</b>	<b>\$353,576</b>	<b>\$353,576</b>	<b>\$24,524,431</b>	<b>\$24,524,431</b>	
<b>Grand Total</b>	<b>\$801,244,644</b>	<b>\$1,033,262,858</b>	<b>\$916,562,979</b>	<b>\$986,820,870</b>	<b>\$904,436,616</b>	<b>\$1,068,434,443</b>	<b>\$988,242,119</b>	<b>\$955,469,268</b>	<b>\$873,100,198</b>	



LSU  
Investment Summary  
June 30, 2024

Fund Description	As of 7/1/2023	As of 9/30/2023		As of 12/31/2023		As of 3/31/2024		As of 06/30/2024	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value
<b>LSU Health Shreveport</b>									
<b>Current Funds</b>									
Cash/Sweeps S.	\$74,535,699	\$87,249,182	\$87,249,182	\$82,882,784	\$82,882,784	\$89,689,105	\$89,689,105	\$76,936,672	\$76,936,672
<b>Cash/Sweeps</b>	<b>\$74,535,699</b>	<b>\$87,249,182</b>	<b>\$87,249,182</b>	<b>\$82,882,784</b>	<b>\$82,882,784</b>	<b>\$89,689,105</b>	<b>\$89,689,105</b>	<b>\$76,936,672</b>	<b>\$76,936,672</b>
Treasury Notes	\$51,574,255	\$57,971,979	\$54,709,012	\$80,534,422	\$81,139,598	\$83,955,344	\$83,893,173	\$86,893,521	\$86,767,768
Agency Securities	\$8,673,459	\$9,636,484	\$8,599,246	\$2,063,705	\$2,003,837	\$2,041,159	\$2,000,347	\$2,018,291	\$1,998,366
Mortgaged Backed Securities	\$10,444	\$11,297	\$10,362	\$11,154	\$10,375	\$11,010	\$10,283	\$10,882	\$10,178
Municipal Bonds	\$15,883,365	\$17,827,224	\$15,754,679	\$5,288,404	\$5,098,933	\$5,258,578	\$5,077,797	\$4,369,048	\$3,963,881
Corporate Bonds	\$35,642,053	\$36,033,836	\$33,466,508	\$27,613,857	\$26,300,940	\$24,050,929	\$22,756,539	\$21,998,396	\$20,776,084
<b>Total</b>	<b>\$186,319,275</b>	<b>\$208,730,002</b>	<b>\$199,788,989</b>	<b>\$198,394,326</b>	<b>\$197,436,467</b>	<b>\$205,006,125</b>	<b>\$203,427,244</b>	<b>\$192,226,810</b>	<b>\$190,452,949</b>
<b>Endowment Funds</b>									
Cash/Sweeps	\$3,868,729	\$845,612	\$845,612	\$788,244	\$788,244	\$1,769,383	\$1,769,383	\$1,324,858	\$1,324,858
Equity Securities	\$17,766	\$7,650	\$15,872	\$7,650	\$17,137	\$7,650	\$18,167	\$7,650	\$18,513
Mutual Funds	\$75,797,920	\$74,477,431	\$73,883,043	\$75,812,938	\$80,226,286	\$73,919,408	\$79,130,575	\$74,732,657	\$80,107,064
<b>Total</b>	<b>\$79,684,415</b>	<b>\$75,330,693</b>	<b>\$74,744,527</b>	<b>\$76,608,832</b>	<b>\$81,031,667</b>	<b>\$75,696,441</b>	<b>\$80,918,125</b>	<b>\$76,065,165</b>	<b>\$81,450,435</b>
<b>Grand Total</b>	<b>\$266,003,690</b>	<b>\$284,060,695</b>	<b>\$274,533,516</b>	<b>\$275,003,158</b>	<b>\$278,468,134</b>	<b>\$280,702,566</b>	<b>\$284,345,369</b>	<b>\$268,291,975</b>	<b>\$271,903,384</b>
<b>LSU HCSD</b>									
<b>Current Funds</b>									
Cash/Sweeps	\$88,514,138	\$92,064,196	\$92,064,196	\$90,785,705	\$90,785,705	\$94,370,661	\$94,370,661	\$89,394,210	\$89,394,210
<b>Total</b>	<b>\$88,514,138</b>	<b>\$92,064,196</b>	<b>\$92,064,196</b>	<b>\$90,785,705</b>	<b>\$90,785,705</b>	<b>\$94,370,661</b>	<b>\$94,370,661</b>	<b>\$89,394,210</b>	<b>\$89,394,210</b>
<b>Other Funds</b>									
Cash/Sweeps	\$5,572,032	\$5,645,384	\$5,645,384	\$5,786,509	\$5,786,509	\$5,659,202	\$5,659,202	\$5,828,302	\$5,828,302
Money Market Accounts/Repos	\$9,254,901	\$9,372,415	\$9,372,415	\$9,494,023	\$9,494,023	\$9,615,265	\$9,615,265	\$9,740,375	\$9,740,375
Equity Securities	\$531,960	\$583,197	\$583,197	\$433,913	\$433,913	\$576,550	\$576,550	\$570,995	\$570,995
<b>Total</b>	<b>\$15,358,893</b>	<b>\$15,017,999</b>	<b>\$15,600,996</b>	<b>\$15,280,532</b>	<b>\$15,714,445</b>	<b>\$15,274,467</b>	<b>\$15,851,017</b>	<b>\$15,568,677</b>	<b>\$16,139,672</b>
<b>Grand Total</b>	<b>\$103,873,031</b>	<b>\$107,081,995</b>	<b>\$107,665,192</b>	<b>\$106,066,237</b>	<b>\$106,500,150</b>	<b>\$109,645,128</b>	<b>\$110,221,678</b>	<b>\$104,962,887</b>	<b>\$105,533,882</b>
<b>System Total</b>	<b>\$1,171,121,365</b>	<b>\$1,424,405,548</b>	<b>\$1,298,761,687</b>	<b>\$1,367,890,265</b>	<b>\$1,289,404,900</b>	<b>\$1,458,782,137</b>	<b>\$1,382,809,166</b>	<b>\$1,328,724,130</b>	<b>\$1,250,537,464</b>

\* 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.

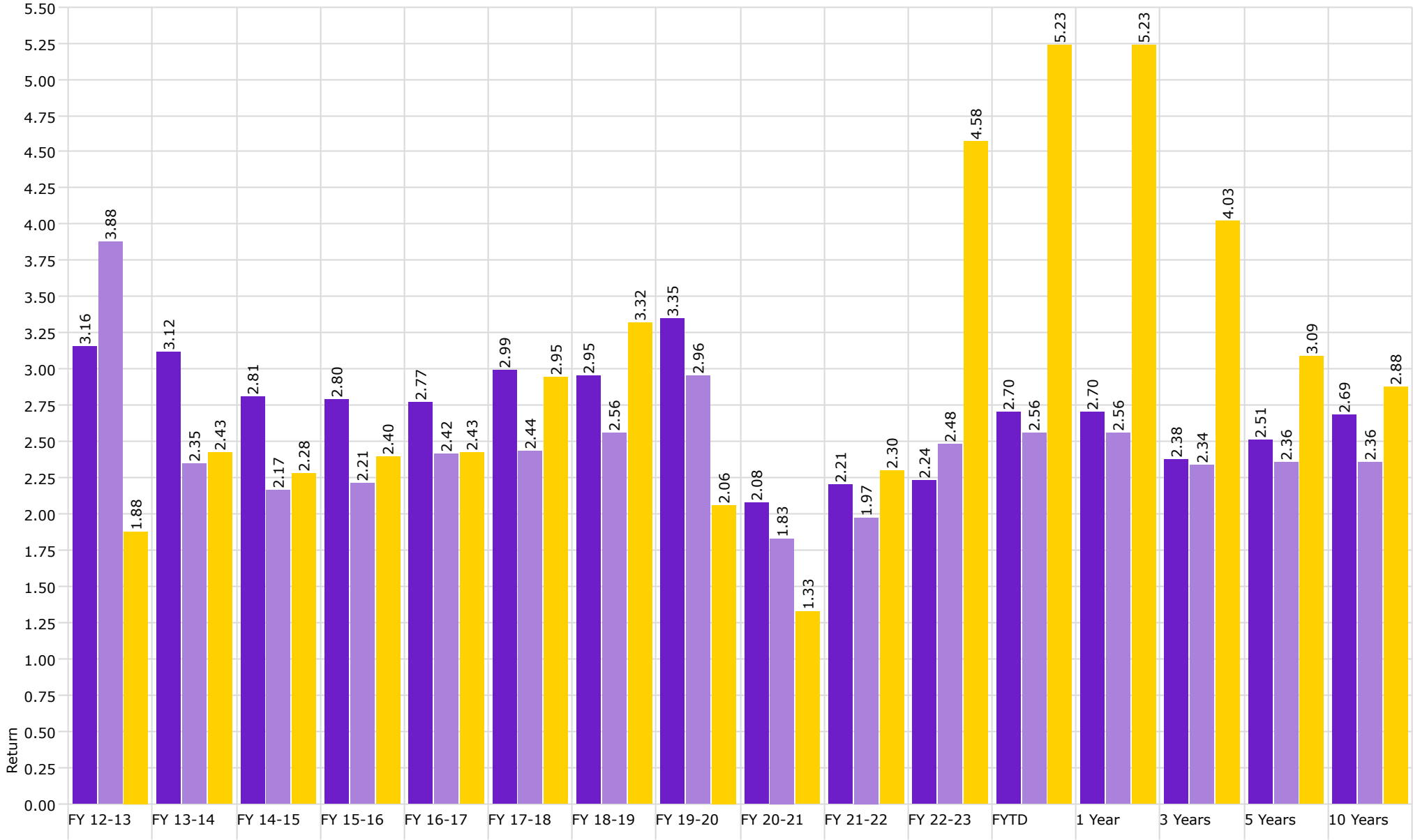
\*\*\* LSU Paid Campuses include the following: LSU, LSU Ag Center, LSUA, LSUE, LSUS, LSU Health New Orleans, and the LSU Pennington Biomedical Research Center.

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 6/30/2024



■ Non Endowed

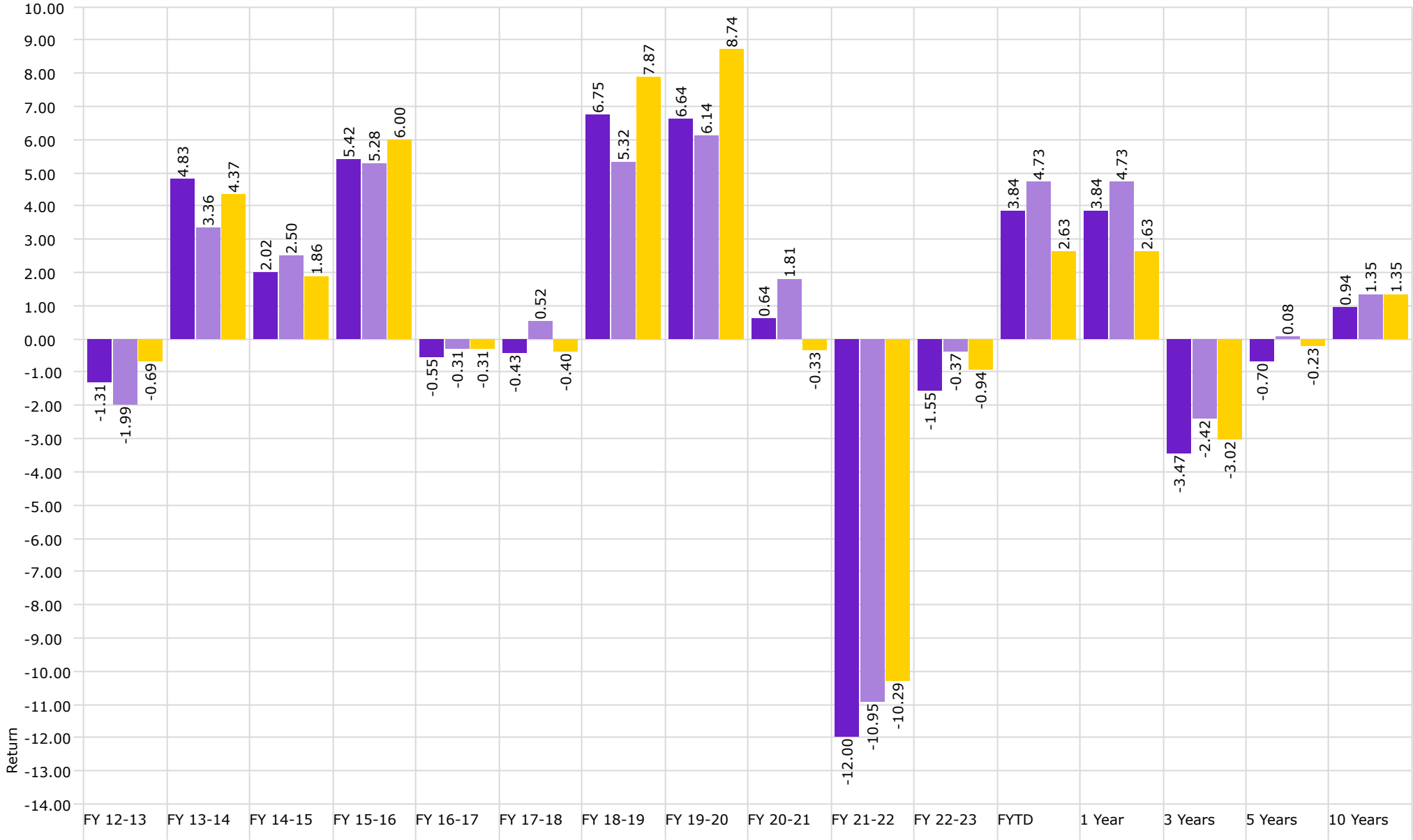
■ Health Plan

■ Barclays Aggregate Bond Index



# Investment Management Program Non Endowed Accounts **Total Return**

As of 6/30/2024



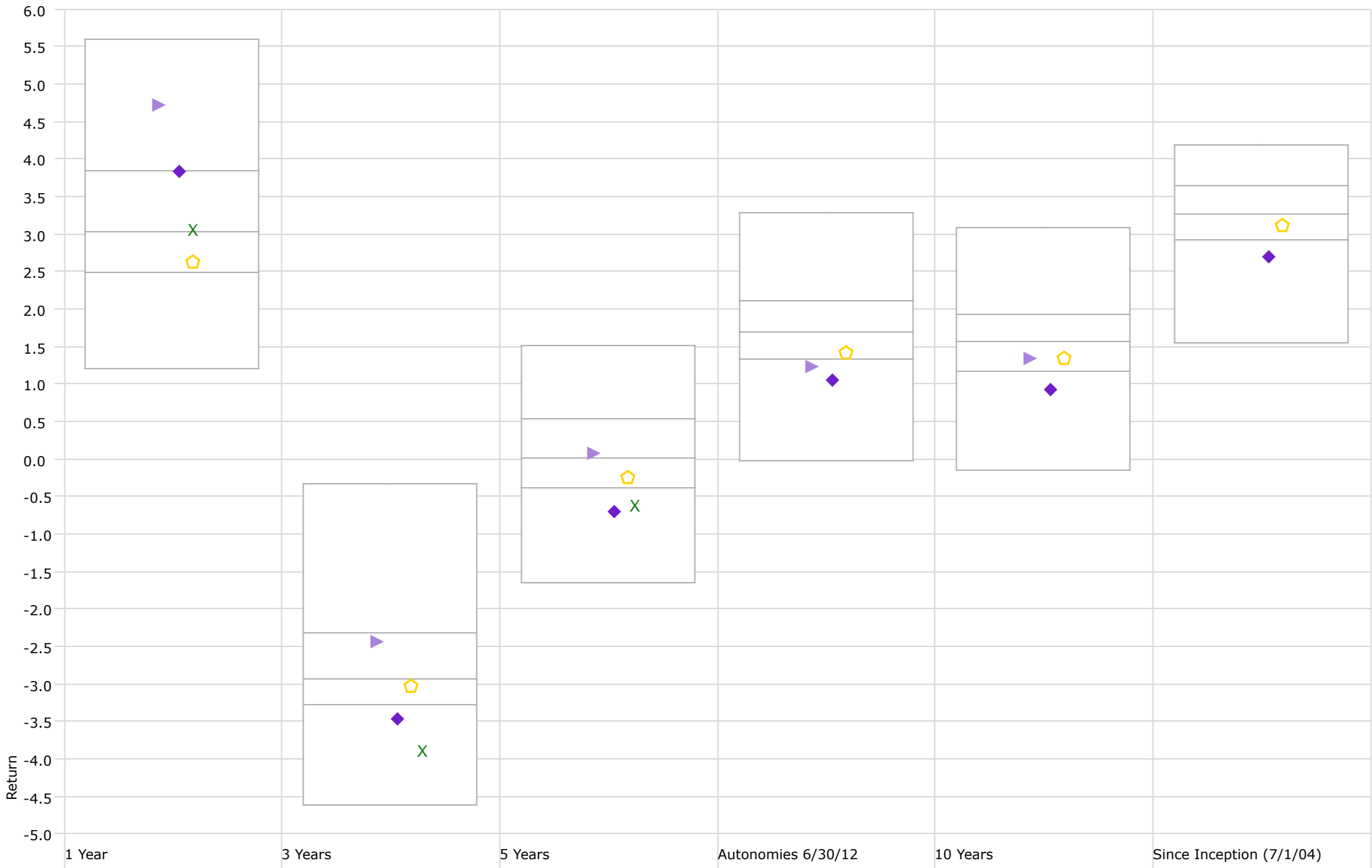
■ Non Endowed

■ 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

▶ Health Plan

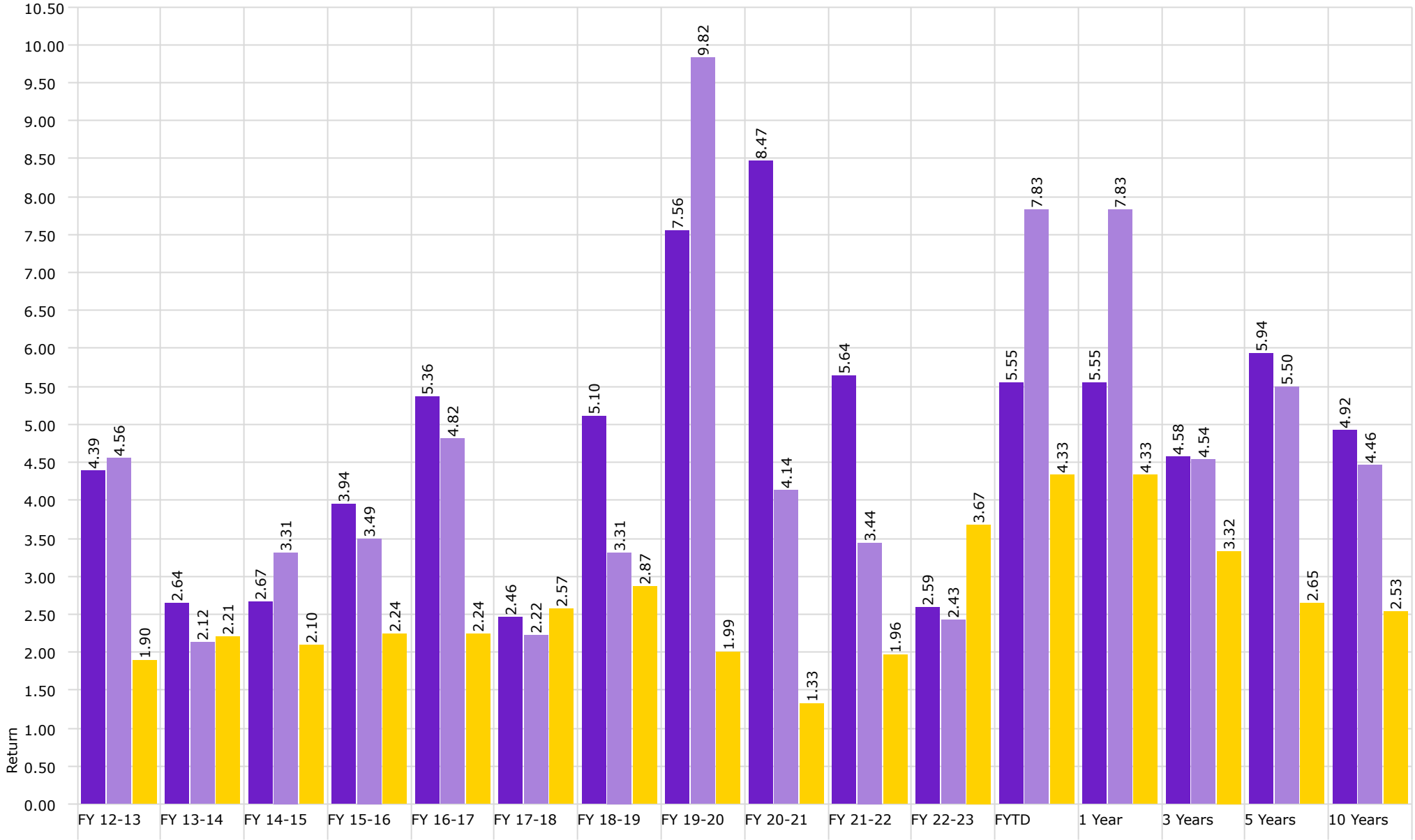
× Modified Barclays Agg Bond Index

⬠ Barclays Aggregate Bond Index



# Investment Management Program Endowed Accounts **Realized Yield**

As of 6/30/2024



Endowment

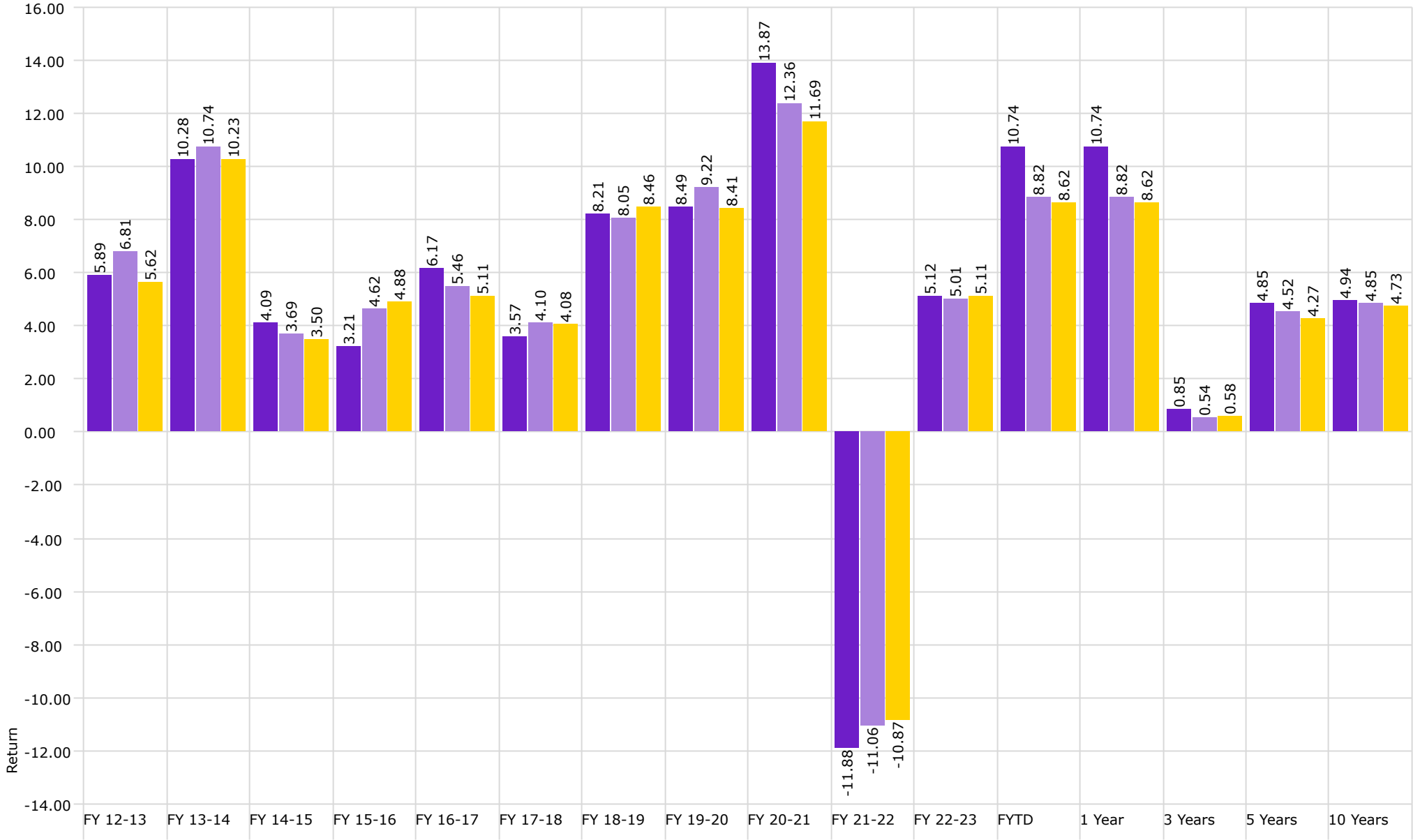
Osher

Endowed Realized Yield



# Investment Management Program Endowed Accounts **Total Return**

As of 6/30/2024



Endowment

Osher

Endowed Benchmark

# **Louisiana State University**



**Semi-Annual Financial Report  
For Six-Month Period Ending June 30, 2024**

## Table of Contents

LSU and A&M College	2
LSU Agricultural Center	6
LSU Pennington Biomedical Research Center	12
LSU Alexandria	16
LSU Eunice	20
LSU Shreveport	24
LSU Health Sciences Center - New Orleans	30
LSU Health Sciences Center - Shreveport	35
LSU Health Care Services Division	42





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**CAMPUS CORRESPONDENCE**

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**Date:** August 7, 2024  
**To:** William F. Tate IV  
LSU President  
**From:** Finance and Administration  
**Subject:** Semi-Annual FY 2024 Financial Report

President Tate,

LSU has completed the 2023-2024 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.

The only area of concern is the continuing negative fund balance for LSU Athletics. The fund balance reflected a deficit of \$35,602,710 at the beginning of the fiscal year and the yearend fund balance is \$35,278,720. LSU Athletics suffered a \$34.5M deficit in Fiscal Year 2020-2021 because of the COVID-19 pandemic and has been unable to reduce the negative fund balance.

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 black ink, appearing to read 'Kimberly J. Lewis', is written over a horizontal line.

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

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2023-2024</b>		
	<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>	<b>Cumulative Total</b>
<b>Revenues</b>				
General Fund	175,575,451	100,348,182	75,227,269	175,575,451
Statutory Dedications	9,338,338	2,557,870	6,780,468	9,338,338
Interim Emergency Board	0	0	0	0
Interagency Transfers	8,889,770	4,566,008	4,287,162	8,853,170
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	563,925,309	467,202,061	79,954,780	547,156,841
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>757,728,868</b>	<b>574,674,121</b>	<b>166,249,679</b>	<b>740,923,800</b>
<b>Expenditures by Object:</b>				
Salaries		147,860,243	162,422,529	310,282,772
Other Compensation		19,463,957	20,278,460	39,742,417
Related Benefits		53,824,532	69,775,674	123,600,206
Personal Services		<b>221,148,733</b>	<b>252,476,663</b>	<b>473,625,396</b>
Travel		1,667,808	2,510,350	4,178,157
Operating Services		23,463,513	20,608,543	44,072,056
Supplies		14,996,725	14,420,452	29,417,177
Operating Expenses		<b>40,128,046</b>	<b>37,539,344</b>	<b>77,667,390</b>
Professional Services		8,108,988	18,542,522	26,651,510
Other Charges		101,731,738	51,323,045	153,054,783
Debt Services		0	0	0
Interagency Transfers		1,022,902	0	1,022,902
Other Charges		<b>110,863,628</b>	<b>69,865,567</b>	<b>180,729,195</b>
General Acquisitions		3,905,070	4,640,034	8,545,103
Library Acquisitions		99,710	257,005	356,716
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>4,004,780</b>	<b>4,897,039</b>	<b>8,901,819</b>
<b>Total Expenditures</b>		<b>376,145,187</b>	<b>364,778,613</b>	<b>740,923,800</b>
<b>Expenditures by Function:</b>				
Instruction		110,445,212	131,945,503	242,390,715
Research		33,805,566	47,177,186	80,982,753
Public Service		1,978,822	3,985,321	5,964,143
Academic Support (Includes Library)		45,294,132	48,958,017	94,252,149
Academic Expenditures		<b>191,523,732</b>	<b>232,066,028</b>	<b>423,589,760</b>
Student Services		13,326,592	20,818,306	34,144,898
Institutional Support		29,111,418	30,495,443	59,606,861
Scholarships/Fellowships		96,761,624	46,793,436	143,555,061
Plant Operations/Maintenance		44,045,698	33,741,007	77,786,705
Hospital		0	0	0
Transfers out of agency		1,376,122	864,394	2,240,516
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>184,621,454</b>	<b>132,712,586</b>	<b>317,334,040</b>
<b>Total Expenditures</b>		<b>376,145,187</b>	<b>364,778,613</b>	<b>740,923,800</b>

## Restricted Operations

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	38,261,668	56,800,575	51,172,290
Sales and Services of Educational Activities	12,222,859	13,336,908	15,241,322
Auxiliaries	408,581	50,668,152	11,272,976
Endowment Income	18,874,882	18,272,086	19,218,687
Grants and Contracts	8,425,009	23,961,000	9,333,060
Indirect Cost Recovered	21,234,541	19,834,919	19,044,071
Gifts	5,124,839	3,559,390	4,814,926
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	90,733,433	78,146,276	99,566,564
<b>TOTAL</b>	<b>195,285,811</b>	<b>264,579,306</b>	<b>229,663,897</b>

**Overview and Analysis of Campus Operations**Revenues:

The following budget amendments were processed per HB 782:

Interagency Transfers - increase of \$404,586 for Lab School Minimum Foundation Program funding.

Statutory Dedications - increase of \$353,353 for the SELF Fund and a decrease of \$7,124 for the Lab School's Education Excellence Fund.

State General Fund Direct - increases for LSUPD License Plate Readers (\$250,000), Kinesiology Research Studies Support (\$150,000), Student Athlete Health Study (\$150,000), and GA Support (\$3,000,000).

Fees & Self Generated Funds - increase of \$10,000,000.

Expenditures:

LSU completed the year within its authorized budget authority.

# 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 2023-2024						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations	0	0	0	0	0		0
Restricted Fees	38,261,668	51,227,595	32,688,688	56,800,575	32,903,905	38,532,189	51,172,290
Sales & Svcs of Educ. Activ's	12,222,859	17,448,179	16,334,130	13,336,908	16,927,879	15,023,465	15,241,322
Auxiliaries (List)							0
1 - Athletic Department	(35,602,710)	95,685,743	99,161,425	(39,078,392)	100,652,786	96,853,114	(35,278,720)
2 - Golf Course	265,019	298,996	401,347	162,668	306,821	422,631	46,857
3 - Residential Life	1,285,552	69,558,349	35,579,811	35,264,089	13,983,157	42,001,931	7,245,315
4 - Lab School Cafeteria	208,365	258,280	316,016	150,629	290,513	263,679	177,463
5 - Copier Mgmt & Mailing Services	10,526,404	735,106	440,115	10,821,395	1,150,960	305,825	11,666,531
6 - University Stores	772,937	2,986,226	2,431,710	1,327,453	3,216,253	3,713,088	830,618
7 - Parking, Traffic & Transportation	1,239,965	10,664,682	6,220,173	5,684,474	4,138,091	8,874,885	947,680
8 - Student Health	2,347,474	10,045,928	4,385,033	8,008,369	2,026,079	6,325,000	3,709,448
9 - Student Media	1,156,278	1,053,494	540,935	1,668,837	267,847	627,678	1,309,006
10 - Auxiliary Services	9,294,742	4,572,228	1,026,891	12,840,080	3,271,432	3,005,675	13,105,837
11 - Union	8,914,555	7,951,579	3,047,584	13,818,551	2,438,812	8,744,420	7,512,942
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income	18,874,882	1,600,345	2,203,141	18,272,086	3,233,640	2,287,039	19,218,687
Grants and Contracts							
Federal	(226,819)	81,599,237	81,117,472	254,945	88,490,703	88,703,301	42,348
State and Local	3,287,237	27,938,812	22,104,779	9,121,270	18,581,150	23,070,090	4,632,331
Private	5,364,591	20,320,640	11,100,447	14,584,785	3,064,345	12,990,747	4,658,382
Indirect Cost Recovered	21,234,541	5,367,647	6,767,269	19,834,919	22,770,736	23,561,584	19,044,071
Gifts	5,124,839	12,982,474	14,547,923	3,559,390	18,511,406	17,255,869	4,814,926
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	90,733,433	4,103,738	16,690,895	78,146,276	18,083,551	(3,336,737)	99,566,564
<b>TOTAL</b>	<b>195,285,811</b>	<b>426,399,277</b>	<b>357,105,783</b>	<b>264,579,306</b>	<b>354,310,067</b>	<b>389,225,475</b>	<b>229,663,897</b>

## Report on Restricted Operations

**Auxiliaries:** LSU Athletics suffered a \$35.2M deficit in FY21. The shortfall resulted from stadium capacity restrictions, which reduced the annual ticket revenue by over \$60M. Since FY21, LSU Athletics has been unable to reduce its negative fund balance due to rising costs associated with on-field success, coaching changes, NCAA legislative changes, student-athlete support, etc.

**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 6, 2024

To: William Tate IV, President LSU System  
Louisiana State University

From: Matthew R. Lee, Vice President  
LSU Agricultural Center

Subject: FY 2023-2024 End of Fiscal Year Budget Update

**End of Year Update**

The AgCenter appropriation for FY24 provided an increase of \$5.1 million in State General Fund over the FY23 operating budget and a one-time appropriation of \$11 million for updated equipment at experiment stations across the state. These funds were essential in leveraging new faculty research and extension positions in established priority areas including specialty crops, precision and digital agriculture, and climate change, which will support increased opportunities and technological advances for producers, consumers, and other associated agricultural industries.

As previously outlined, the State General Fund base increase provided the opportunity for faculty and staff merit adjustments, offset increases in operational costs across the state, and is allowing for investment in priority focal areas. These focal areas are strategically engaging across disciplinary research and extension subject areas to drive increased opportunities for external funding through agency grants and collaboration with industry and private partners. For example, multiple net new faculty hires in the area of precision agriculture were recently completed, elevating our national stature on this front.

Moreover, the one-time appropriation for research equipment provides a crucial opportunity for our experiment station equipment to be upgraded. The AgCenter manages 14 active research stations and dated equipment and facilities have limited research productivity. While the researchers have been extremely successful in variety development, value-added uses, development of best-management practices, creation of enhanced technologies, and remained competitive and successful in competitive grant opportunities, this investment will provide resources that will make our faculty proposals more competitive with peer institutions. The acquisition of this equipment will also support on-farm extension opportunities to educate producers on the use of the equipment and technologies available to them to maximize returns and improve efficiencies of on-farm operations. Equipment purchases include combine harvesters and work tractors with sensory computing technologies to support data collection and GPS, irrigation systems, precision planters and sprayers, genetic analysis systems, and artificial intelligence technologies. We were able to purchase new equipment for all research experiment stations across the state, enhancing research capacity and significantly boosting morale among faculty.

While the AgCenter has seen significant reductions to its funding over the last decade, recent budget cycles have restored funding levels to pre-reduction levels. Although funding has leveled, increased operating costs have required a reduction of personnel exceeding 30%. With 80% of the AgCenter's budget directed to personnel

cost, this stability has helped with faculty and staff morale, continuity of programs, and the ability to again make long-term plans for research, extension, and teaching opportunities. The stabilized funding has also provided the opportunity to strategically invest in priority programs to increase external funding opportunities and collaboration with industry to support diversifying new funding opportunities.

The AgCenter priorities remains steadfast in addressing our FY24 priorities through strategically focused programming that supports economic development, best management practices, sustainability, and protects national security. This is accomplished by maintaining an emphasis on excellence in research, extension, and teaching in several focal mission areas.

Focal mission areas:

- 1) Soil Health, Land & Water Management
- 2) Crop Genetics, Plant Breeding & Plant Health
- 3) Invasive Species Management
- 4) Precision and Digital Agriculture
- 5) Livestock Production and Management
- 6) Aquatics & Wildlife Management
- 7) Nutrition, Health and Food Safety
- 8) Biofuels, Feedstocks and Bioprocessing
- 9) Youth Development (4-H & FFA)

To reach these goals, we continue to:

- Initiate cluster hires within focal mission areas to obtain national recognition of excellence in agriculture inclusive of research, extension, and teaching.
- Establish research centers of excellence within focal mission areas.
- Expand application and award of competitive grant opportunities.
- Develop and implement advanced technologies for precision agriculture initiatives.
- Enhance opportunities for collaboration with industry partners.
- Continue working with rural communities in the area of connectivity/broadband.
- Expand youth development to support agricultural education opportunities through 4-H and FFA programs.

The net result of this laser focus over the course of the last year has been the second year in a row with more than \$40 million dollars in grant awards, numerous new faculty hired, development of best-in-class extension programming improving the lives of Louisianans, and a strengthening of the state leadership development pipeline through 4-H and FFA. The AgCenter remains a sound steward of the funds provided through legislative and other mechanisms, and we constantly seek to maximize the return to Louisiana on taxpayer investment in our programming.

### **Budget Background Information**

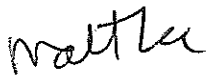
The AgCenter receives the majority of its operational funds through three sources: State Appropriations, Federal Capacity Funds, and Local Governments/Council/Police Jury/School Board funds, with the state appropriation comprising the largest percentage. Additionally, a formula-based federal appropriation 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,

A handwritten signature in black ink that reads "Matt Lee". The signature is written in a cursive, slightly slanted style.

Matt Lee  
Vice President for Agriculture  
Dean of the College of Agriculture

cc: Lori Parker  
Mike Salassi  
Tara Smith  
Hampton Grunewald



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

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2023-2024</b>		
	<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>	<b>Cumulative Total</b>
<b>Revenues</b>				
General Fund	90,811,257	51,806,566	39,004,691	90,811,257
Statutory Dedications	3,587,880	1,362,263	2,225,617	3,587,880
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	2,076,008	2,685,518	4,761,526
Federal Funds	13,018,275	(2,308,444)	14,735,569	12,427,125
<b>Total Revenues</b>	<b>114,225,379</b>	<b>52,936,392</b>	<b>58,651,396</b>	<b>111,587,788</b>
<b>Expenditures by Object:</b>				
Salaries		26,668,687	27,952,333	54,621,020
Other Compensation		1,356,504	1,461,603	2,818,108
Related Benefits		13,797,001	15,437,293	29,234,295
Personal Services		<b>41,822,193</b>	<b>44,851,229</b>	<b>86,673,422</b>
Travel		626,818	938,723	1,565,541
Operating Services		6,376,102	5,244,127	11,620,229
Supplies		1,755,231	3,157,674	4,912,905
Operating Expenses		<b>8,758,151</b>	<b>9,340,524</b>	<b>18,098,675</b>
Professional Services		289,953	244,434	534,388
Other Charges		(286,477)	138,710	(147,767)
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		<b>3,477</b>	<b>383,144</b>	<b>386,621</b>
General Acquisitions		3,232,621	3,196,450	6,429,071
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>3,232,621</b>	<b>3,196,450</b>	<b>6,429,071</b>
<b>Total Expenditures</b>		<b>53,816,440</b>	<b>57,771,348</b>	<b>111,587,788</b>
<b>Expenditures by Function:</b>				
Instruction		25,672	(25,672)	0
Research		14,419,766	21,196,823	35,616,589
Public Service		12,272,103	14,189,741	26,461,844
Academic Support (Includes Library)		2,016,142	2,902,972	4,919,114
Academic Expenditures		<b>28,733,683</b>	<b>38,263,864</b>	<b>66,997,547</b>
Student Services		0	0	0
Institutional Support		19,599,042	18,979,378	38,578,420
Scholarships/Fellowships		0	0	0
Plant Operations/Maintenance		2,695,635	3,316,187	6,011,822
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>22,294,677</b>	<b>22,295,565</b>	<b>44,590,242</b>
<b>Total Expenditures</b>		<b>51,028,360</b>	<b>60,559,428</b>	<b>111,587,788</b>



	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	0	0	0
Sales and Services of Educational Activities	3,902,450	4,098,437	4,296,041
Auxiliaries	0	0	0
Endowment Income	575,852	318,882	372,895
Grants and Contracts	7,073,826	9,704,450	9,561,572
Indirect Cost Recovered	3,538,978	2,028,292	4,198,374
Gifts	4,981,983	4,800,957	4,924,781
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	32,939,732	31,356,836	31,348,619
<b>TOTAL</b>	<b>53,012,822</b>	<b>52,307,854</b>	<b>54,702,283</b>

**Overview and Analysis of Campus Operations**

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# Semi -Annual Overview of Restricted Operations

Campus: *LSU AgCenter*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2023-2024						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees		0		0	0		0
Sales & Svcs of Educ. Activ's	3,902,450	1,240,326	1,044,339	4,098,437	1,317,786	1,120,181	4,296,041
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	575,852	(171,332)	85,638	318,882	154,947	100,934	372,895
Grants and Contracts							
Federal	(45,105)	5,966,355	6,013,043	(91,793)	6,793,313	6,785,567	(84,048)
State and Local	4,394,892	8,668,181	7,139,621	5,923,452	8,063,757	7,990,320	5,996,889
Private	2,724,039	4,176,451	3,027,699	3,872,791	2,442,788	2,666,848	3,648,731
Indirect Cost Recovered	3,538,978	1,826,027	3,336,713	2,028,292	2,170,082	0	4,198,374
Gifts	4,981,983	1,613,085	1,794,112	4,800,957	1,767,412	1,643,587	4,924,781
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	32,939,732	666,440	2,249,336	31,356,836	6,385,892	6,394,109	31,348,619
<b>TOTAL</b>	<b>53,012,822</b>	<b>23,985,532</b>	<b>24,690,500</b>	<b>52,307,854</b>	<b>29,095,976</b>	<b>26,701,547</b>	<b>54,702,283</b>

## Report on Restricted Operations

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## **Semi-Annual Budget Summary Narrative**

**For the Period Ending June 30, 2024**

### **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 2024 is not conducted until July 2024. All other collections are within expected levels.

Pennington Biomedical received a supplemental appropriation during the recent legislative session in the amount of \$3,000,000 for recruitment. In accordance with the legislative act and LSU system policies, these funds have been restricted and are made available in FY 2024-25 for expenditure on recruitment activities.

The Pennington Biomedical Research Center Stores Auxiliary was able to sustain a positive fund balance at the end of the of fiscal year 2024. 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 2024.



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John P. Kirwan, Ph.D.  
Executive Director

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

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2023-2024</b>		
	<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>	<b>Cumulative Total</b>
<b>Revenues</b>				
General Fund	38,423,702	20,661,585	17,758,277	38,419,862
Statutory Dedications	89,261	27,493	65,608	93,101
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	64,917	780,644	845,561
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>39,358,524</b>	<b>20,753,995</b>	<b>18,604,529</b>	<b>39,358,524</b>
<b>Expenditures by Object:</b>				
Salaries		8,978,431	12,357,371	21,335,802
Other Compensation		764,690	821,352	1,586,042
Related Benefits		2,507,874	5,407,218	7,915,092
Personal Services		<b>12,250,995</b>	<b>18,585,941</b>	<b>30,836,936</b>
Travel		76,347	88,226	164,573
Operating Services		1,143,636	(1,169,136)	(25,500)
Supplies		895,815	1,626,927	2,522,742
Operating Expenses		<b>2,115,799</b>	<b>546,017</b>	<b>2,661,816</b>
Professional Services		782,989	1,293,760	2,076,748
Other Charges		28,751	60,265	89,016
Debt Services		0	0	0
Interagency Transfers		0	3,000,000	3,000,000
Other Charges		<b>811,740</b>	<b>4,354,025</b>	<b>5,165,764</b>
General Acquisitions		69,459	624,549	694,008
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>69,459</b>	<b>624,549</b>	<b>694,008</b>
<b>Total Expenditures</b>		<b>15,247,992</b>	<b>24,110,532</b>	<b>39,358,524</b>
<b>Expenditures by Function:</b>				
Instruction		0	0	0
Research		3,313,567	6,342,272	9,655,840
Public Service		1,517,085	1,824,547	3,341,632
Academic Support (Includes Library)		4,621,707	3,849,019	8,470,726
Academic Expenditures		<b>9,452,359</b>	<b>12,015,838</b>	<b>21,468,198</b>
Student Services		0	0	0
Institutional Support		2,491,590	9,540,573	12,032,162
Scholarships/Fellowships		0	0	0
Plant Operations/Maintenance		3,298,444	2,559,721	5,858,164
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		5,599	(5,599)	0
Non-Academic Expenditures		<b>5,795,632</b>	<b>12,094,694</b>	<b>17,890,327</b>
<b>Total Expenditures</b>		<b>15,247,992</b>	<b>24,110,532</b>	<b>39,358,524</b>

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	0	0	0
Sales and Services of Educational Activities	431,844	535,169	638,110
Auxiliaries	97,215	60,758	93,980
Endowment Income	0	0	0
Grants and Contracts	2,054,067	4,844,420	2,004,834
Indirect Cost Recovered	2,750,852	1,915,191	7,558,240
Gifts	930,496	1,016,326	748,033
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	769,382	238,627	1,354,696
<b>TOTAL</b>	<b>7,033,856</b>	<b>8,610,491</b>	<b>12,397,893</b>

**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 2023-2024						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees		0		0	0		0
Sales & Svcs of Educ. Activ's	431,844	212,668	109,343	535,169	358,888	255,947	638,110
Auxiliaries (List)							0
1 Pennington Stores	97,215	613,064	649,521	60,758	867,951	834,729	93,980
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	(11,613)	12,065,035	12,309,067	(255,645)	16,467,346	16,254,607	(42,906)
State and Local	93,288	398,705	426,843	65,150	491,172	497,640	58,682
Private	1,972,392	8,921,485	5,858,962	5,034,915	4,502,875	7,548,733	1,989,057
Indirect Cost Recovered	2,750,852	4,201,773	5,037,433	1,915,191	5,006,358	(636,691)	7,558,240
Gifts	930,496	529,727	443,897	1,016,326	366,832	635,125	748,033
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	769,382	0	530,755	238,627	807,895	(308,173)	1,354,696
<b>TOTAL</b>	<b>7,033,856</b>	<b>26,942,455</b>	<b>25,365,821</b>	<b>8,610,491</b>	<b>28,869,316</b>	<b>25,081,914</b>	<b>12,397,893</b>

## Report on Restricted Operations

**Louisiana State University of Alexandria**  
**Semi-Annual Financial Report Narrative**

Overview and Analysis of Campus Operations:

FY24 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. LSUA surpassed its goal of 5,000 students in the Fall of 2023, two years ahead of schedule, with a staggering 24% enrollment increase over the previous year. Spring 2024's enrollment growth of an additional 5.9% since this fall semester marks a significant milestone for LSUA, as it is the first time spring enrollment has exceeded fall figures since the university became a 4-year institution two decades ago. Of note, enrollment is expected to be over 6,500 for Fall 2024.

From solely a financial standpoint, fiscal year 2024 was the best year in well over 13 years; however, "best" is relative. This marks the fourth 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.

Highlights include:

- Total Net Position ended at over \$78.3M. Up almost \$2 Million from FY23.
- Online revenue reached over \$19 million, an increase of 58% 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:

FY24 was a good year for restricted and auxiliary balances. Aux ended the year up \$529,853 to a total of \$5,611,675. Restricted ended the year up to \$485,271 to \$5,086,497. With these balances again healthy, FY25 will focus on spending all current revenue while maintaining health balances where applicable.

Of note:

- Athletics, which historically ran in a deficit, ended the year with a position balance of 12,600. 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 \$478,078. Much work has been put into this area and the results are significant. FY25 will focus on facility expansion and improvements.
- Areas such as Golf and Copy Services have ran in a deficit for the past few years. Plans are underway to redevelop the areas to better service the student body and community.

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

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2023-2024</b>		
	<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>	<b>Cumulative Total</b>
<b>Revenues</b>				
General Fund	8,370,551	4,736,989	3,633,562	8,370,551
Statutory Dedications	265,230	78,322	186,908	265,230
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	35,885,025	27,044,314	5,363,954	32,408,268
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>44,520,806</b>	<b>31,859,626</b>	<b>9,184,423</b>	<b>41,044,049</b>
<b>Expenditures by Object:</b>				
Salaries		7,597,841	9,506,384	17,104,225
Other Compensation		129,029	138,721	267,750
Related Benefits		3,272,954	4,754,171	8,027,126
Personal Services		<b>10,999,824</b>	<b>14,399,277</b>	<b>25,399,101</b>
Travel		64,816	105,647	170,462
Operating Services		1,867,403	1,084,680	2,952,083
Supplies		765,042	930,625	1,695,667
Operating Expenses		<b>2,697,260</b>	<b>2,120,953</b>	<b>4,818,213</b>
Professional Services		1,314,170	6,255,646	7,569,815
Other Charges		1,151,577	1,197,431	2,349,008
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		<b>2,465,746</b>	<b>7,453,077</b>	<b>9,918,823</b>
General Acquisitions		207,403	700,023	907,425
Library Acquisitions		487	0	487
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>207,890</b>	<b>700,023</b>	<b>907,912</b>
<b>Total Expenditures</b>		<b>16,370,720</b>	<b>24,673,329</b>	<b>41,044,049</b>
<b>Expenditures by Function:</b>				
Instruction		6,446,339	12,396,145	18,842,485
Research		0	0	0
Public Service		42,072	42,830	84,902
Academic Support (Includes Library)		1,768,354	1,813,088	3,581,441
Academic Expenditures		<b>8,256,765</b>	<b>14,252,063</b>	<b>22,508,828</b>
Student Services		1,538,429	1,613,191	3,151,620
Institutional Support		2,982,233	5,069,279	8,051,512
Scholarships/Fellowships		1,105,961	859,634	1,965,595
Plant Operations/Maintenance		2,487,332	2,879,162	5,366,494
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>8,113,955</b>	<b>10,421,266</b>	<b>18,535,221</b>
<b>Total Expenditures</b>		<b>16,370,720</b>	<b>24,673,329</b>	<b>41,044,049</b>



	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	4,601,226	5,888,652	5,086,497
Sales and Services of Educational Activities	386,941	384,256	347,500
Auxiliaries	5,081,822	6,443,878	5,611,675
Endowment Income	793,720	794,903	796,817
Grants and Contracts	(27,781)	398,201	(222,779)
Indirect Cost Recovered	14,369	14,369	14,369
Gifts	16,231	(66,254)	(90,412)
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	148,850	158,223	438,849
<b>TOTAL</b>	<b>11,015,376</b>	<b>14,016,229</b>	<b>11,982,517</b>

**Overview and Analysis of Campus Operations**

FY24 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 \$78.3M. Up almost \$2 Million from FY23.
- Online revenue reached over \$19 million, an increase of 58% 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 2023-2024						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees	4,601,226	1,908,822	621,396	5,888,652	480,043	1,282,198	5,086,497
Sales & Svcs of Educ. Activ's	<b>386,941</b>	35,866	38,551	384,256	8,015	44,771	347,500
Auxiliaries (List)							0
1 - Athletic Department	0	1,357,253	751,273	605,980	287,882	849,723	44,139
2 - Golf Course	0	52,753	57,346	(4,593)	52,336	69,802	(22,059)
3 - Residential Life	<b>803,826</b>	1,363,879	917,225	1,250,480	185,080	435,918	999,642
4 - Duplication & Copy Services	0	8,076	72,118	(64,042)	17,665	96,766	(143,143)
5 - Bookstore	<b>1,195,379</b>	49,229	30,594	1,214,014	67,800	367	1,281,447
6 - Parking, Street & Safety	<b>1,202,044</b>	111,027	0	1,313,071	42,149		1,355,220
7 - Campus Card Operations	0	0	463	(463)	498	520	(485)
8 - Newspaper	0	2,839	0	2,839	603		3,442
9 - Union	<b>1,171,198</b>	611,983	259,349	1,523,832	114,179	147,711	1,490,300
10 - Yearbook	<b>71,074</b>	0	0	71,074	1,659		72,733
11 - Child Care Center	<b>563,249</b>	138,557	187,531	514,276	207,021	248,219	473,078
12 - Museum	<b>75,051</b>	125,000	182,641	17,410	250,592	210,641	57,361
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income	<b>793,720</b>	18,712	17,529	794,903	23,463	21,549	796,817
Grants and Contracts							
Federal	(7,543)	5,797,602	5,788,563	1,496	8,378,906	8,611,735	(231,333)
State and Local	(76,742)	625,157	319,947	228,468	375,521	651,938	(47,949)
Private	56,504	352,133	240,400	168,237	155,891	267,625	56,503
Indirect Cost Recovered	<b>14,369</b>	0		14,369	0		14,369
Gifts	16,231	354,340	436,825	(66,254)	501,087	525,245	(90,412)
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	148,850	9,233	(140)	158,223	30,596	(250,030)	438,849
<b>TOTAL</b>	<b>11,015,376</b>	<b>12,922,462</b>	<b>9,921,611</b>	<b>14,016,229</b>	<b>11,180,986</b>	<b>13,214,698</b>	<b>11,982,517</b>

## Report on Restricted Operations

FY24 was a good year for restricted and auxiliary balances. Aux ended the year up \$529,853 to a total of \$5,611,675. Restricted ended the year up to \$485,271 to \$5,086,497. With these balances again healthy, FY25 will focus on spending all current revenue while maintaining health balances where applicable.

Of note:

- Athletics, which historically ran in a deficit, ended the year with a position balance of 12,600. 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 \$478,078. Much work has been put into this area and the results are significant. FY25 will focus on facility expansion and improvements.
- Areas such as Golf and Copy Services have ran in a deficit for the past few years. Plans are underway to redevelop the areas to better service the student body and community.



Semi-Annual Financial  
Report Narrative FY 2023-24

**Overview and Analysis of Campus Operations**

Unrestricted Revenues are higher than anticipated due to an increase in dual enrollment and LSU Online tuition, and an increase in the number of dual enrolled and LSU Online students. Overall fall enrollment increased 19.3% from the previous Fall 2022 semester. Expenditures are slightly higher than projected due to an increase in the amount remitted to LSU Online for their portion revenue share due to growth. Enrollment and retention efforts continue to be a top priority along with organizational restructuring to better service students.

**Report on restricted operations:**

Auxiliary revenues remained within budget projections with the LSUE bookstore seeing a slight increase, due to increased enrollment. Auxiliary expenditures are in line with projections and continue to be closely monitored.

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

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2023-2024</b>		
		<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>
<b>Revenues</b>				
General Fund	6,194,070	3,613,208	2,580,862	6,194,070
Statutory Dedications	236,683	72,900	173,966	246,866
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	10,509,996	705,188	11,215,184
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>17,059,136</b>	<b>14,196,104</b>	<b>3,460,016</b>	<b>17,656,120</b>
<b>Expenditures by Object:</b>				
Salaries		3,932,712	4,212,955	8,145,667
Other Compensation		56,360	69,145	125,505
Related Benefits		1,818,804	2,111,109	3,929,912
Personal Services		<b>5,807,875</b>	<b>6,393,209</b>	<b>12,201,084</b>
Travel		32,945	39,368	72,313
Operating Services		1,236,964	531,573	1,768,537
Supplies		944,351	269,665	1,214,016
Operating Expenses		<b>2,214,260</b>	<b>840,606</b>	<b>3,054,866</b>
Professional Services		212,469	809,691	1,022,160
Other Charges		624,509	726,713	1,351,222
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		<b>836,978</b>	<b>1,536,404</b>	<b>2,373,382</b>
General Acquisitions		8,495	18,293	26,788
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>8,495</b>	<b>18,293</b>	<b>26,788</b>
<b>Total Expenditures</b>		<b>8,867,608</b>	<b>8,788,512</b>	<b>17,656,120</b>
<b>Expenditures by Function:</b>				
Instruction		2,598,333	3,504,236	6,102,569
Research		0	0	0
Public Service		0	0	0
Academic Support (Includes Library)		204,353	194,837	399,190
Academic Expenditures		<b>2,802,686</b>	<b>3,699,073</b>	<b>6,501,759</b>
Student Services		450,635	446,238	896,873
Institutional Support		3,623,860	3,011,538	6,635,399
Scholarships/Fellowships		607,119	715,830	1,322,949
Plant Operations/Maintenance		1,383,308	915,833	2,299,141
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>6,064,922</b>	<b>5,089,439</b>	<b>11,154,361</b>
<b>Total Expenditures</b>		<b>8,867,608</b>	<b>8,788,512</b>	<b>17,656,120</b>

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	0	803,473	357,575
Sales and Services of Educational Activities	0	0	0
Auxiliaries	234,831	1,466,725	1,083,581
Endowment Income	71,488	69,547	71,630
Grants and Contracts	26,399	759,510	190,986
Indirect Cost Recovered	0	0	0
Gifts	336,016	446,990	560,433
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	129,996	134,586	155,264
<b>TOTAL</b>	<b>798,730</b>	<b>3,680,832</b>	<b>2,419,470</b>

**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 2023-2024						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees		923,995	120,522	803,473	(140,198)	305,700	357,575
Sales & Svcs of Educ. Activ's		0		0	0		0
Auxiliaries (List)							0
1 Bookstore	102,928	898,896	943,183	58,641	629,754	400,541	287,854
2 Union	353,895	492,787	6,645	840,038	168,005	6,913	1,001,129
3 Athletics	(875,694)	725,523	435,260	(585,432)	73,270	511,073	(1,023,235)
4 Media	60,000	6,055	0	66,055	1,887	0	67,943
5 Housing	593,703	1,059,847	566,126	1,087,423	210,390	547,923	749,890
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	71,488	3,794	5,734	69,547	5,591	3,508	71,630
Grants and Contracts							
Federal		3,789,307	3,792,819	(3,512)	3,362,516	3,388,628	(29,623)
State and Local	75,703	714,964	92,007	698,660	(125,668)	306,054	266,939
Private	(49,305)	192,799	79,133	64,362	(69,691)	41,000	(46,329)
Indirect Cost Recovered		0		0	0		0
Gifts	336,016	425,740	314,767	446,990	514,399	400,956	560,433
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	129,996	4,590	0	134,586	20,678	0	155,264
<b>TOTAL</b>	<b>798,730</b>	<b>9,238,298</b>	<b>6,356,196</b>	<b>3,680,832</b>	<b>4,650,934</b>	<b>5,912,296</b>	<b>2,419,470</b>

## Report on Restricted Operations





**SHREVEPORT**

Chancellor's Office  
318.797.5200 (Fax) 318.797.5180

One University Pl  
Shreveport, LA 71115-2

August 1, 2024

Dr. William F. Tate IV  
President  
Louisiana State University  
3810 West Lakeshore Drive  
Baton Rouge, La 70808

Subject: Fiscal Year 2023-2024 Semi-Annual Report  
For Period Ended June 30, 2024

Dear President Tate,

I am very pleased to report to you that LSU Shreveport has completed two very strong quarters to cap off the end of my first year at the helm of LSUS. As you know, our Spring 2024 enrollment was incredibly strong, totaling 10,214 students – the highest enrollment in our history and marking the first time that our enrollment has exceeded the 10,000-student threshold. This represents an incredible 17.2% increase over our Spring 2023 enrollment. As you know, our recent enrollment increases have been driven by our rapidly growing online graduate programs. Consistent with this trend, our graduate enrollment for Spring 2024 increased a remarkable 21.4% over Spring 2023. At the same time, our undergraduate enrollment increased for Spring 2024, by 5.5%. Overall, our total student credit hours increased this past Spring by 14.8%. I'm also very pleased to note that our Summer 2024 enrollment was up by 19.7% (headcount) and 20.8% (credit hours) over Summer 2023, leading us to an all-time record summer enrollment of 7,512.

Preliminary numbers for Fall 2024 continue these trends, with point-in-time total headcount enrollment trending up by about 20% and student credit hours trending up by about 18% over Fall 2023. These reflect preliminary enrollment increases of over 6% in undergraduate students and more than 23% in graduate enrollment. Once again, our preliminary estimate of student credit hour production for Fall 2024 is also up sharply, with undergraduate SCHs trending up more than 6% and graduate SCHs trending up more than 24% at this point. These continuing remarkable accomplishments are attributable to the hard work of the faculty and staff to both recruit and retain our students more effectively than in the past.

Thanks to conservative budgeting, our budget remains balanced and very healthy, and we will have additional funds to expend in FY 2025, thanks to our ongoing increases in enrollment, as well as the increase in our MBA tuition rate implemented in Spring 2024. As part of an ongoing strategy to make the LSUS campus a more viable and attractive choice for face-to-face undergraduate students, we continue to invest some of our previously unallocated funds in campus infrastructure projects, notably on repairs to Pilots Pointe Apartments, our only campus housing, funding much-needed repairs to roofs, foundations and replacing the boilers for the complex. Additionally, we are presently completing work to modernize one of our science

laboratories, as well as finishing construction on the new Science Annex Building. We are also in the planning phase for adding a greenhouse, to support the Biological Sciences program. Finally, to make LSUS a more viable option for residential students, we have developed Pilot Dining Dollars, the first-ever meal plan for LSUS. We will implement this in Fall 2024, allowing students to use their financial aid or pre-tax funds to pay for on-campus dining.

I am particularly pleased to note that LSUS was given permission to move our online tuition funds to a restricted account, beginning this Spring, allowing us to expend those funds across fiscal years. This will allow us to complete some smaller projects on campus, including improving signage across campus. In the past six months, we also completed construction of our new Business Engagement Center, funded by a very generous \$500K gift to LSUS from the Davis family. Further, we are nearing completion of the projects to replace the exterior walls of the Science Building and the Technology Center. The old walls were significantly deteriorated and the new facing will improve both the appearance of the buildings and their energy efficiency, thus reducing our utility costs. Finally, we are still struggling to complete planning for an important project that was previously funded by the Legislature, constructing a bridge to Pilots Pointe Apartments, providing students with direct vehicle access to campus. On the academic side, we have developed several new programs intended to meet student demand and community workforce needs and have had these approved by the Board of Supervisors. Additionally, we have faced numerous delays in completing work to refurbish office and classroom space in the College of Business that was severely damaged last Fall when the roof system failed, inundating much of the third floor of the Business and Education building. In this regard, we are at the mercy of the Office of Risk Management, which has produced interminable delays over the past ten months. Although the roof has been repaired and demolition of damaged spaces has been completed, mold mitigation and reconstructing the space has faced numerous delays. The rapid increase in enrollment in the College of Business Administration makes the need to complete this work critical.

Besides our limited campus housing, another significant gap impacting our ability to recruit face-to-face students is our limited student recreation facilities. Several years ago, we utilized internal funding from our increasing enrollment to decommission our former Olympic-size swimming pool (which had significantly deteriorated and could no longer be maintained), filling it in and installing a cement base floor in the space. This was done in anticipation of renovating the space to include student recreation space and research space for our existing Human Performance Labs, which is used for both research and testing of athletes from around the Northwest Louisiana region, as well as collaborative research with LSUHS. As part of our overall plan to be better positioned to recruit face-to-face undergraduate students, our 2025 Capital Outlay request of \$9M for The Hub was intended to provide students with a greatly improved and more complete campus experience. With the first two phases of this project now completed (using institutional funding made available by increasing enrollments), we now need to secure the funding for the last phase of the project, which is the construction of The Hub. This critical project was placed on Priority 5 funding for FY 2025 by the Legislature. We will be submitting this in our 2026 Capital Outlay request, in the hope that the Legislature will move this to Priority 1 funding for FY 2026. The Hub will provide critically needed space for basketball and other team sports, as well as academic activities, and will also enhance the LSUS Olympic Weightlifting Gym and provide student weightlifting/cardio areas. The Hub will also align with and provide support for



the research conducted in the LSUS Human Performance Labs, recently installed where there were once six racquetball courts.

Our plans for The Hub are part of a more comprehensive plan for recruiting undergraduate students and hopefully keeping them in Northwest Louisiana. As evidence of our successes in this area, LSUS was recognized this past year for having the highest Economic Mobility Index score of any university in Louisiana (the only university in the state to score in the top 20% nationally). Further, last year, we were also designated as a Hunger-Free Campus by the Board of Regents, in recognition of our successful efforts to address food insecurity among our students. I am particularly pleased to note that last year, we accepted our charter for a chapter of the Alpha Alpha Alpha First-Generation Honor Society, inducting students, faculty and staff into the inaugural class.

Sincerely Yours,



Robert T. Smith, Ph.D.  
Chancellor  
Professor of Mathematics

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

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2023-2024</b>		
		<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>
<b>Revenues</b>				
General Fund	14,310,970	8,348,067	5,962,903	14,310,970
Statutory Dedications	598,519	184,347	439,923	624,270
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	55,994,397	48,993,559	(6,715,576)	42,277,984
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>70,903,886</b>	<b>57,525,973</b>	<b>(312,750)</b>	<b>57,213,224</b>
<b>Expenditures by Object:</b>				
Salaries		13,377,616	12,872,125	26,249,741
Other Compensation		329,641	363,210	692,852
Related Benefits		5,324,015	6,623,208	11,947,223
Personal Services		<b>19,031,272</b>	<b>19,858,543</b>	<b>38,889,816</b>
Travel		140,696	233,996	374,692
Operating Services		2,763,200	3,730,794	6,493,994
Supplies		1,423,108	858,603	2,281,711
Operating Expenses		<b>4,327,003</b>	<b>4,823,393</b>	<b>9,150,396</b>
Professional Services		6,184,901	14,948,463	21,133,364
Other Charges		989,403	(13,540,233)	(12,550,830)
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		<b>7,174,304</b>	<b>1,408,230</b>	<b>8,582,534</b>
General Acquisitions		147,668	442,809	590,477
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>147,668</b>	<b>442,809</b>	<b>590,477</b>
<b>Total Expenditures</b>		<b>30,680,248</b>	<b>26,532,975</b>	<b>57,213,224</b>
<b>Expenditures by Function:</b>				
Instruction		14,678,897	5,939,109	20,618,006
Research		25,652	80,603	106,256
Public Service		8,493	9,589	18,081
Academic Support (Includes Library)		2,224,312	2,370,583	4,594,894
Academic Expenditures		<b>16,937,353</b>	<b>8,399,884</b>	<b>25,337,237</b>
Student Services		1,231,349	1,174,067	2,405,416
Institutional Support		9,482,273	11,787,879	21,270,153
Scholarships/Fellowships		843,673	798,358	1,642,031
Plant Operations/Maintenance		2,185,601	4,372,787	6,558,387
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>13,742,895</b>	<b>18,133,091</b>	<b>31,875,986</b>
<b>Total Expenditures</b>		<b>30,680,248</b>	<b>26,532,975</b>	<b>57,213,224</b>

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	10,098,170	12,655,103	15,284,024
Sales and Services of Educational Activities	749,612	793,020	1,084,930
Auxiliaries	(2,755,690)	(2,085,881)	(3,108,391)
Endowment Income	0	0	0
Grants and Contracts	(800,117)	293,774	1,069,492
Indirect Cost Recovered	508,789	494,166	544,360
Gifts	437,163	1,689,832	1,766,777
Federal Funds	0	0	0
Hospitals	0	0	(7,561)
All Other Sources	2,701,761	2,702,652	3,083,144
<b>TOTAL</b>	<b>10,939,688</b>	<b>16,542,666</b>	<b>19,716,775</b>

**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 2023-2024						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees	10,098,170	5,563,406	3,006,473	12,655,103	22,218,256	19,589,335	15,284,024
Sales & Svcs of Educ. Activ's	749,612	267,370	223,962	793,020	677,581	385,671	1,084,930
Auxiliaries (List)							0
1 - University Center	(1,050,434)	131,339	339,303	(1,258,399)	64,062	367,566	(1,561,903)
2 - Food Service	(921,086)	276,502	330,025	(974,609)	284,937	494,805	(1,184,477)
3 - Bookstore	(160,264)	44,358	0	(115,906)	42,045	25	(73,886)
4 - University Court Apts - Lease	(490,843)	952,136	978,626	(517,333)	1,019,459	822,573	(320,446)
5 - Athletics	(133,062)	2,024,380	1,110,952	780,366	571,693	1,319,738	32,321
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	(621,067)	2,937,430	3,242,424	(926,061)	3,887,871	3,378,566	(416,757)
State and Local	(51,784)	1,793,850	443,474	1,298,593	1,091,929	774,983	1,615,538
Private	(127,266)	328,317	279,808	(78,757)	33,281	83,813	(129,289)
Indirect Cost Recovered	508,789	24,958	39,582	494,166	92,525	42,330	544,360
Gifts	437,163	1,709,455	456,786	1,689,832	708,977	632,033	1,766,777
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	7,561	(7,561)
Sales and Services Other		0		0	0		0
All Other Sources	2,701,761	796,569	795,678	2,702,652	858,390	477,898	3,083,144
<b>TOTAL</b>	<b>10,939,688</b>	<b>16,850,071</b>	<b>11,247,094</b>	<b>16,542,666</b>	<b>31,551,006</b>	<b>28,376,897</b>	<b>19,716,775</b>

**Report on Restricted Operations**

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**Chancellor's Narrative**  
**FY 2023-24 Annual Financial Report**  
**July 1, 2023 – June 30, 2024**

Although the numbers in the attached financial report are preliminary, it appears LSU Health Sciences Center (LSUHSC-NO) is poised to close fiscal year 2023-2024 in a strong position with a preliminary increase in total net assets of approximately \$22M (As is noted in this narrative, not all closing entries have posted for FY 24 and it is expected that the increase to net assets will grow once all closing activities are finalized). With the naming of Dr. Nelson as permanent Chancellor of the Institution as well as the recent appointments of several key leadership positions, LSUHSC-NO stands at the ready to continue its upward trajectory in both the achievement of our academic mission as well as our financial standing. As always, the Institution is extremely appreciative of the support of the LSU President's office, Governor, Division of Administration, and Legislature in their commitment to continue the reinvestments in higher education; our successes over this past year would not have been possible without these partnerships. A few noted headlines over the past year are as follows:

- LSUHSC-NO discovered a non-opioid therapeutic candidate for treatment of acute, chronic and neuropathic pain and migraine headaches which does not have the organ toxicity or addiction potential of other currently available pain therapeutics. The patented breakthrough has been licensed to a 3<sup>rd</sup> party for additional development and commercialization.
- The LSU LCMC Health Cancer Center was awarded \$1.2M from the American Cancer Society to eliminate barriers from cervical cancer prevention.
- Dr. Joe Ramos joined LSUHSC-NO and will lead the Louisiana Cancer Research Center's effort to accelerate the attainment of the first National Cancer Institute (NCI) Designated Cancer Center in Louisiana.

Overall, the University's total revenues increased by \$67.8M (6.4%) during FY 24. Due to an increase in state appropriations for FY 24, unrestricted revenues grew by \$4.1M resulting in total unrestricted revenues of \$165.6M – a 2.5% increase over the prior fiscal year.

The remaining revenue increase of \$63.7M was primarily driven by increases in our Private Grants and Contracts of \$54.7M due to the University's contracts with its hospital partners and an additional \$4.3M in our Federal Sponsored Programs revenue. Also, due to the Institution's success in negotiating with Chase an extremely favorable overnight funds rate, interest income saw a significant increase of \$4.1M for FY 24; with that said, 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. All other revenues sources during the year had a slight net increase of \$600k.

While revenues have increased, the LSUHSC-NO has also seen a commensurate increase in expenditures of approximately \$96.1M (9.7%). Salaries and Related Benefit expenditures

increased by \$30.0M as the University continues to invest in its faculty and staff while fully participating in a highly competitive labor market (NOTE: As of the preparation of this report and narrative, LSUHSC-NO has not received the Net Pension Liability and Other Post Employment Benefit entries for FY 24; once recorded, those entries may significantly impact the expenditure differentials noted herein). As we continue to move away from the pandemic era, travel expenses are trending to return to 2019 levels with current year expenditures increasing by \$900K.

Of the remaining increase in expenditures of \$65.2M, a net \$50.4M is driven by our partnership with the Louisiana Department of Health in support of the Managed Care Incentive Payment Program (“MCIP” - \$87.6M *increase*) and the Dental Full Medicaid Pricing program (“DFMP” - \$37.2M *decrease*). Given the growth of the state’s Medicaid program during the pandemic, the MCIP program experienced significant growth over the past several years; however, with the expiration of the Public Health Emergency and the resulting significant disenrollments from the Medicaid program, it’s expected that the program will see a reduction in size over the next year or two as it regresses back to the norm. As for the DFMP program, it should be noted that FY 24 is the final year of the program and that a reduction in revenues and expenditures is expected next year due to its expiration. The remaining increase in expenditures of \$14.8M is largely driven by increased spend in repairs and renovations – a majority of which will likely be capitalized once all closing entries are posted.

Our restricted operations show cumulative revenue over expenses of \$417.7M – an increase of \$30.3M during FY 24. 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.

LSU Health Sciences Center New Orleans is looking forward to continued success in 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.

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

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2023-2024</b>		
	<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>	<b>Cumulative Total</b>
<b>Revenues</b>				
General Fund	95,227,208	47,613,605	47,613,603	95,227,208
Statutory Dedications	4,082,865	1,205,671	2,877,194	4,082,865
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	62,679,807	3,582,416	66,262,223
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>167,046,452</b>	<b>111,499,083</b>	<b>54,073,213</b>	<b>165,572,296</b>
<b>Expenditures by Object:</b>				
Salaries		41,468,241	43,684,056	85,152,297
Other Compensation		749,946	820,221	1,570,167
Related Benefits		15,763,267	14,022,862	29,786,128
Personal Services		<b>57,981,454</b>	<b>58,527,139</b>	<b>116,508,592</b>
Travel		211,147	256,919	468,066
Operating Services		11,349,870	9,847,464	21,197,334
Supplies		2,914,422	3,449,678	6,364,100
Operating Expenses		<b>14,475,439</b>	<b>13,554,061</b>	<b>28,029,500</b>
Professional Services		443,861	771,797	1,215,658
Other Charges		2,240,524	1,107,304	3,347,828
Debt Services		111	0	111
Interagency Transfers		12,612,048	2,172,214	14,784,262
Other Charges		<b>15,296,544</b>	<b>4,051,315</b>	<b>19,347,859</b>
General Acquisitions		285,257	1,399,264	1,684,520
Library Acquisitions		1,284	540	1,824
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>286,541</b>	<b>1,399,803</b>	<b>1,686,344</b>
<b>Total Expenditures</b>		<b>88,039,977</b>	<b>77,532,319</b>	<b>165,572,296</b>
<b>Expenditures by Function:</b>				
Instruction		34,658,379	37,811,672	72,470,051
Research		3,398,928	3,503,147	6,902,075
Public Service		512,861	584,543	1,097,404
Academic Support (Includes Library)		9,231,784	7,842,109	17,073,892
Academic Expenditures		<b>47,801,952</b>	<b>49,741,470</b>	<b>97,543,422</b>
Student Services		1,474,086	1,669,372	3,143,458
Institutional Support		18,964,946	9,653,927	28,618,873
Scholarships/Fellowships		1,820,809	909,201	2,730,010
Plant Operations/Maintenance		18,004,869	15,587,681	33,592,550
Hospital		0	0	0
Transfers out of agency		(26,684)	(29,333)	(56,017)
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>40,238,025</b>	<b>27,790,849</b>	<b>68,028,874</b>
<b>Total Expenditures</b>		<b>88,039,977</b>	<b>77,532,319</b>	<b>165,572,296</b>

Restricted Operations

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	4,088,142	4,999,066	3,910,367
Sales and Services of Educational Activities	(3,701,337)	(5,150,851)	(1,285,531)
Auxiliaries	(3,348,734)	(3,110,634)	(5,271,871)
Endowment Income	1,186,251	678,675	1,111,903
Grants and Contracts	315,121,832	320,964,623	324,481,913
Indirect Cost Recovered	28,536,454	25,789,645	23,968,869
Gifts	502,449	121,435	433,029
Federal Funds	0	0	0
Hospitals	38,625,213	41,249,261	50,084,259
All Other Sources	6,373,619	5,810,859	20,272,706
<b>TOTAL</b>	<b>387,383,889</b>	<b>391,352,079</b>	<b>417,705,643</b>

**NOTE:** Due to the required submission date of the semi-annual 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

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2023-2024						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0	0	0
Restricted Fees	4,088,142	1,517,823	606,900	4,999,066	66,160	1,154,859	3,910,367
Sales & Svcs of Educ. Activ's	(3,701,337)	2,456,731	3,906,245	(5,150,851)	5,412,699	1,547,379	(1,285,531)
Auxiliaries (List)							0
1. Bookstore	(1,933,785)	3,591,747	2,355,724	(697,762)	2,507,251	3,467,621	(1,658,132)
2. Cafeteria	(5,220,296)	510,400	1,099,821	(5,809,717)	547,906	1,430,700	(6,692,512)
3. Student Housing	248,877	757,392	608,758	397,512	646,491	342,122	701,880
4. Parking	4,733,454	975,976	1,215,450	4,493,980	617,399	675,385	4,435,993
5. HSC Stores	(1,176,983)	1,130,915	1,447,487	(1,493,556)	615,371	1,180,918	(2,059,102)
6. Auxiliary Administration	0	0	1,090	(1,090)	8,459	7,368	(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	1,186,251	1,020,760	1,528,335	678,675	2,491,526	2,058,298	1,111,903
Grants and Contracts							
Federal	679,229	17,194,418	21,233,256	(3,359,609)	29,986,943	26,390,422	236,912
State and Local	9,106,281	6,200,795	9,770,844	5,536,232	14,703,380	11,108,173	9,131,438
Private	305,336,322	320,621,202	307,169,524	318,788,000	471,267,526	474,941,963	315,113,562
Indirect Cost Recovered	28,536,454	12,423,944	15,170,752	25,789,645	24,226,520	26,047,296	23,968,869
Gifts	502,449	751,473	1,132,486	121,435	1,576,696	1,265,102	433,029
Federal Funds				0	0		0
Hospitals							
Hospital - Commercial/Self-Pay				0	0		0
Physician Practice Plans	38,625,213	4,339,170	1,715,121	41,249,261	10,911,629	2,076,632	50,084,259
Medicare				0	0		0
Medicaid				0	0		0
Uncompensated Care Costs				0	0		0
Sponsored Grants and Contracts				0	0		0
Sales and Services Other				0	0		0
All Other Sources	6,373,619	271,677	834,437	5,810,859	15,208,574	746,727	20,272,706
<b>TOTAL</b>	<b>387,383,889</b>	<b>373,764,423</b>	<b>369,796,232</b>	<b>391,352,079</b>	<b>580,794,530</b>	<b>554,440,966</b>	<b>417,705,643</b>

**NOTE:** Due to the required submission date of the semi-annual 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.



## **Fiscal Year 2024-2025 Budget Year Narrative**

**Mission:** The mission of Louisiana State University Health Sciences Center at Shreveport (LSUHSC-S) is to teach, heal, and discover in order to advance the well-being of the State, region, and beyond. LSUHSC-S encompasses the Schools of Medicine, Graduate Studies, and Allied Health Professions in Shreveport.

**LSU’s Academic and “Safety Net” Legal Obligation:** Louisiana Revised Statute 17:1517 states that the “health sciences center shall be maintained as a teaching institution and as an institution for the reception and medical and surgical treatment of the indigent and medically underserved in Louisiana.”

### **Long Term Financial Goals:**

LSUHSC-S’s path forward to financial stability is to create and enhance the virtuous cycle between the clinical enterprise, research, and education. Patient care quality improvement coupled with expanded clinical programs will bring in both public and private funding to better support research and education, which then leads to economic development of the region and public health improvement.

In 2018, LSUHSC-S partnered with Ochsner Health to form the Ochsner LSU Health System (OLHS), a legally distinct entity that has 50:50 governance between LSU and Ochsner Health, and its own board, balance sheet, and bond rating. Over these last four years, the availability of high-quality and specialized medical care has drawn patients from a large catchment area in North Louisiana and beyond, resulting in significant improvements in access, patient care quality metrics, and clinical volumes. These enhancements in the size and scope of the clinical enterprise have fostered increased extramural grant funding and a modernization of educational curricula.

The budget for our clinical mission is entirely the province of OLHS. This narrative for the upcoming budget year therefore focuses on research and education. This budget includes revenues from State General Funds, as well as a 4 percent draw from endowment funds, primarily housed in the LSU Health Shreveport Foundation.

### **Research**

- We have recruited new research faculty in both the clinical and basic science departments across research areas involving emerging pathogens, and the established centers in cardiovascular, neurobiology, and cancer biology.
  - Viral threats and other emerging pathogens is an area of biomedical research that will have a significant and growing stream of research funding. We have opened a new BSL-3 (enhanced) laboratory, one of a small number nationally, to

compete successfully for extramural grants in this area of research. Funds are needed to support the arrival on our campus of an established senior scientist in the area of emerging pathogens (recruited from UT-Galveston), as well as two junior scientists – one from the University of Colorado and one from Johns Hopkins. Recruitment of researchers comes with a large upfront cost as seed packages, which will be used to obtain extramural funding in support of LSU's and LSUHSC-S's goals for research growth and stature. Funds to support these costs will come largely from our endowment draw, but may also entail some costs from SGF.

- During this past budget year, we have also recruited several mid-career scientists who have established extramural grant funding that can be moved to LSUHSC-S and are now recruiting additional scientists, including two department chairs (biochemistry and cell biology) and a research co-director of our cancer center. Funds to support the costs of these new scientists will come largely from our endowment draw, but may also entail some costs from SGF.
- In order to help retain nationally recognized researchers who are already working as faculty at LSUHSC-S, intramural grants have been established to help expand sponsored grant funding.
  - One type of intramural grant will specifically be for those who hold an existing research grant or contract from NIH, another federal agency, or equivalent funding entity, and need funds to generate the data needed for another grant application.
  - Additionally, faculty members who applied for a grant from NIH or another federal agency and received a score that was not in the funding range, can apply for the resources they need to generate data that respond to reviewer critiques.
  - Applications from faculty for both of these intramural programs will be reviewed and selected for funding by an external committee of peer scientists. Funds for these intramural programs will come from an account in the Chancellor's office funded by the Foundation.
- In an academic health center, an important part of student clinical training is learning how to interpret the results of clinical research studies, and learning general concepts about how to conduct such statistical studies themselves. In addition, data generated by LSUHSC-S's scientists related to structural biology, genetics, and other scientific parameters require bioinformatic analysis. We have hired experts in biostatistics and bioinformatics and have purchased a supercomputer to aid in their efficient analysis of these data. Faculty and support staff in biostatistics and bioinformatics support both the educational and research missions of LSUHSC-S. In our years, 2% market increases have been added to the salary and \$15,000 in maintenance contracts for the supercomputer.
- Research and extramural grant funding has increased by over \$19 million since FY 2015. LSUHSC-S has recruited nationally recognized faculty members who have brought research funding from outside of Louisiana to Shreveport, which not only grows our scientific program but aids in economic development by bringing faculty, staff, and their families to the Shreveport-Bossier region.

If we are to grow the research portfolio at LSUHSC-S, it is essential to retain the productive faculty currently employed by providing them with enhanced lab space and equipment. Researchers are in need of dedicated lab space for their research and to assure the National Institutes of Health (NIH) that the institution is supporting the grantee's efforts on awarded grants.

- Although some new lab space is now available in the new Center for Medical Education Building, this space will be filled by the BSL-3 scientists described above, and additional recruitments in this area that are planned. Moreover, the trajectory of our planned growth in the recruitment of funded investigators means that existing research lab space will be exhausted in about two years.
- Given our best estimates in the projected growth over the next decade, we are taking steps to construct new research space in a vacant Sears building that is part of a mall 0.6 miles from our main campus. This building is currently under contract with the LSU Health Shreveport Foundation, with a closing date in mid-September, 2024. Assuming we close, the Foundation will build out approximately 50,000 sq. ft. of modern biomedical research space, and lease it to LSUHSC-S. Leasing costs will primarily come from the indirect cost revenues of research grants.

## **Education**

- In FY 2024, LSUHSC-S turned its attention to the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) reaffirmation. This onsite review was conducted in March of 2024; we were fully re-accredited with no findings.
- In December 2023, LSUHSC-S opened its new Center for Medical Education. This \$79 million, 155,000 sq ft building is transforming our educational programs, and is becoming a resource for research symposia and other events. The overhead for this building (\$4 million) is included in the budget.
- In the School of Graduate Studies, there are currently four major initiatives:
  - 1) The school is working to improve career development opportunities for students. Many students are unsure what career direction they will take with their PhD degree. The School of Graduate Studies is therefore hosting seminars, workshops, and other events to expose them to various career options. Some of these events involve travel and housing for outside speakers.
  - 2) There is no training in the school in mentoring. It is instituting a program involving both students and faculty to promote healthy mentoring relationships. Funding for both of these initiatives is coming out of either the graduate school budget or from the Centers of Biomedical Research Excellence (COBREs). Should additional funds be available, the school may be able to expand these efforts.
  - 3) A policy has been implemented to ensure that PhD students, once they complete their first year of general courses and laboratory work in biomedical science, are placed in a laboratory where their mentor has an NIH or similar grant with funding for the graduate student. This protects our SGF budget from the support of

graduate students in the out years who are working in labs that do not have funding for graduate students and also increase the likelihood that students will be able to publish scientific papers in high-impact journals and be competitive for employment after completing their PhD training.

- For the School of Medicine, priority for student support services includes, but is not limited to: Mental Health Counselling Services; Educational Online Resources to include Medical Education Learning support services for students' academic advancement and success; and Career Counselling. Funding is provided through the Dean's office with no barriers noted to date.
- LSUHSC-S is in the process of redeveloping its Medical Education curriculum and organization within the School of Medicine and will draw from many existing sections including Simulation, Surgical Skills, the Library, existing programs, and include new sections, personnel, and recruitment to enhance medical education with appropriate resources to optimize the Medical Education experience for our students with LSUHSC-S.
- Within the School of Allied Health Professions, prioritization has been placed on student success and retention in the new Strategic Plan for 2023 - 2026. A learning specialist was added to support these initiatives during FY24. The goal is to reduce attrition by offering support at the first sign of academic or other difficulty. There has been a rapid uptake of this service, which will require the continuation of an additional FTE (\$60,000 - \$80,000).

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

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2023-2024</b>		
	<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>	<b>Cumulative Total</b>
<b>Revenues</b>				
General Fund	84,795,668	49,464,141	35,331,527	84,795,668
Statutory Dedications	6,563,529	3,169,833	3,173,345	6,343,178
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	25,823,433	23,792,793	721,322	24,514,115
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>117,182,630</b>	<b>76,426,767</b>	<b>39,226,194</b>	<b>115,652,961</b>
<b>Expenditures by Object:</b>				
Salaries	35,742,090	17,783,541	16,629,322	34,412,863
Other Compensation	2,731,149	12,431,922	3,686,713	16,118,635
Related Benefits	27,773,179	12,047,285	11,676,832	23,724,117
Personal Services	<b>66,246,418</b>	<b>42,262,748</b>	<b>31,992,867</b>	<b>74,255,615</b>
Travel	251,515	64,165	69,240	133,405
Operating Services	26,464,283	11,425,937	12,731,109	24,157,046
Supplies	2,019,709	300,417	576,955	877,372
Operating Expenses	<b>28,735,507</b>	<b>11,790,519</b>	<b>13,377,304</b>	<b>25,167,823</b>
Professional Services	1,572,513	419,496	764,438	1,183,934
Other Charges	9,175,918	2,010,294	2,384,281	4,394,575
Debt Services	0	0	0	0
Interagency Transfers	9,366,364	4,028,376	5,283,389	9,311,765
Other Charges	<b>20,114,795</b>	<b>6,458,166</b>	<b>8,432,108</b>	<b>14,890,274</b>
General Acquisitions	2,075,910	236,644	1,102,605	1,339,249
Library Acquisitions	10,000	0	0	0
Major Repairs	0	0	0	0
Acquisitions and Major Repairs	<b>2,085,910</b>	<b>236,644</b>	<b>1,102,605</b>	<b>1,339,249</b>
<b>Total Expenditures</b>	<b>117,182,630</b>	<b>60,748,077</b>	<b>54,904,884</b>	<b>115,652,961</b>
<b>Expenditures by Function:</b>				
Instruction	18,956,421	21,981,698	11,239,671	33,221,369
Research	17,448,149	7,801,746	8,637,248	16,438,994
Public Service	148,994	55,865	117,121	172,986
Academic Support (Includes Library)	16,752,679	6,046,767	5,431,537	11,478,304
Academic Expenditures	<b>53,306,243</b>	<b>35,886,076</b>	<b>25,425,577</b>	<b>61,311,653</b>
Student Services	4,336,841	2,349,885	1,412,184	3,762,069
Institutional Support	42,383,054	16,348,725	19,285,028	35,633,753
Scholarships/Fellowships	4,051,593	1,830,751	1,883,665	3,714,416
Plant Operations/Maintenance	9,112,594	2,691,477	4,895,925	7,587,402
Hospital	3,642,305	1,641,163	1,648,505	3,289,668
Transfers out of agency	0	0	0	0
Athletics	0	0	0	0
Other	350,000	0	354,000	354,000
Non-Academic Expenditures	<b>63,876,387</b>	<b>24,862,001</b>	<b>29,479,307</b>	<b>54,341,308</b>
<b>Total Expenditures</b>	<b>117,182,630</b>	<b>60,748,077</b>	<b>54,904,884</b>	<b>115,652,961</b>

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	1,679,912	1,700,033	1,624,358
Sales and Services of Educational Activities	38,433,740	34,855,103	21,071,765
Auxiliaries	15,318,495	15,422,304	15,605,454
Endowment Income	6,131,056	4,455,110	5,924,352
Grants and Contracts	87,933,629	93,998,894	74,426,539
Indirect Cost Recovered	967,469	2,200,976	7,064,064
Gifts	21,924	21,924	21,924
Federal Funds	0	0	0
Hospitals	(10,445,066)	(10,467,872)	0
All Other Sources	11,444,759	9,091,747	12,993,226
<b>TOTAL</b>	<b>151,485,918</b>	<b>151,278,219</b>	<b>138,731,682</b>

**Overview and Analysis of Campus Operations**

Ending December 31, 2023 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. The remaining fund balances for EACMC and HPLMC will be adjusted by fiscal year end close 2024.

Ending June 30, 2024 Restricted Operations (3rd & 4th 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. The remaining fund balances for EACMC and HPLMC have been adjusted to zero for fiscal year end close 2024. Numbers presented on this report are not final numbers for fiscal year 2024.

**Semi -Annual Overview of Restricted Operations**

Campus: *LSU Health Sciences Center - Shreveport*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2023-2024						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations	0	0	0	0	0	0	0
Restricted Fees	1,679,912	256,060	235,939	1,700,033	308,608	384,283	1,624,358
Sales & Svcs of Educ. Activ's	38,433,740	2,501,656	6,080,293	34,855,103	4,978,763	18,762,101	21,071,765
<b>Auxiliaries (List)</b>							
Bookstore	2,260,530	274,154	314,531	2,220,153	402,226	518,568	2,103,811
Cafeteria	4,520,795	(53,852)	(91,036)	4,557,979	137,772	472,119	4,223,632
Fitness Zone	0	160	160	0	2,188	2,188	0
Microcomputers	139,800	230,195	266,830	103,165	0	(16,120)	119,285
Networking	441,884	8,438	10,417	439,905	20,693	5,598	455,000
Printing	1,492,475	131,823	163,898	1,460,400	207,456	169,811	1,498,045
Rental Properties	1,644,258	24,492	8,051	1,660,699	88,739	26,917	1,722,521
Student Union	732,473	93,565	7,142	818,896	28,828	13,760	833,964
Telecommunications	4,086,280	313,418	238,591	4,161,107	774,294	286,205	4,649,196
Endowment Income	6,131,056	0	1,675,946	4,455,110	2,776,183	1,306,941	5,924,352
<b>Grants and Contracts</b>							
Federal	1,147,688	4,340,089	10,564,471	(5,076,694)	16,543,635	11,312,902	154,039
State and Local	2,204,600	1,557,478	2,357,861	1,404,217	3,468,372	2,591,679	2,280,910
Private	84,581,341	144,324,351	131,234,321	97,671,371	122,163,572	147,843,353	71,991,590
Indirect Cost Recovered	967,469	2,413,897	1,180,390	2,200,976	1,394,947	(3,468,141)	7,064,064
Gifts	21,924	0	0	21,924	0	0	21,924
Federal Funds	0	0	0	0	0	0	0
<b>Hospitals</b>							
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	2,860	4,968	27,774	(19,946)	1,172	(18,774)	0
Sales and Services Other EA Conway	(6,991,465)	0	0	(6,991,465)	0	(6,991,465)	0
Sales and Services Other Huey P Long	(3,456,461)	0	0	(3,456,461)	0	(3,456,461)	0
All Other Sources	11,444,759	(2,528,198)	(175,186)	9,091,747	4,938,393	1,036,914	12,993,226
<b>TOTAL</b>	<b>151,485,918</b>	<b>153,892,694</b>	<b>154,100,393</b>	<b>151,278,219</b>	<b>158,235,841</b>	<b>170,782,378</b>	<b>138,731,682</b>

**Report on Restricted Operations**

Ending December 31, 2023 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. The remaining fund balances for EACMC and HPLMC will be adjusted by fiscal year end close 2024.

Ending June 30, 2024 Restricted Operations (3rd & 4th 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. The remaining fund balances for EACMC and HPLMC have been adjusted to zero for fiscal year end close 2024. Numbers presented on this report are not final numbers for fiscal year 2024.





TO: Brandi Roberts  
Associate Vice President for Finance and Administration-Chief of Staff  
Louisiana State University

FROM: Lisa Augustus  
Budget and Finance  
LSU Health Care Services Division

DATE: August 9, 2024

RE: Semi-Annual Financial Report  
for period ending 6/30/2024

We have compiled the Semi-Annual Financial Report for six months ending June 30, 2024 for the LSU Health Care Services Division.

Major developments during this year included:

Actual:

Unrestricted Operations

- In FY24, HCSD was appropriated \$20,945,897 in General Fund to cover legacy costs associated with partnered hospitals. The FY2023 General Fund appropriation for legacy operations was \$20,970,553 the decrease for FY24 is due to Legislative Auditor Fees and OSP fees decrease.
- Lallie Kemp Regional Medical Center was appropriated \$4,883,215 in General Fund for FY24.
- LSU HCSD Operating Budget increased from FY2023 \$74,246,070 to FY2024 \$75,166,109. Market Rate classified increase \$662,921, ORM Premium increase \$283,354, Civil Service decrease (4,222), Office of State Procurement decrease (\$1,668), and Legislative Auditor fee decrease (\$20,346).

Restricted Operations -

- Central Office expenses are off budget this fiscal year. Therefore, Central Office expenses and revenues are being reported in restricted operations.
- \$105,923,189.59 in lease payment received at end of June 30, 2024.
- \$153,046.69 was received from partners for contracted services performed by HCSD ending June 30, 2024.
- \$16,657.84 was received in FEMA revenue for the period ending June 30, 2024.

cc:

Dr. Wayne Wilbright  
Lisa Bruhl  
Chad Thompson

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

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2023-2024</b>		
	<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>	<b>Cumulative Total</b>
<b>Revenues</b>				
General Fund	25,829,112	12,914,556	12,914,556	25,829,112
Statutory Dedications	0	0	0	0
Interim Emergency Board	0	0	0	0
Interagency Transfers	18,660,587	2,894,594	14,266,254	17,160,848
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	25,378,952	13,982,714	11,396,238	25,378,952
Federal Funds	5,297,458	1,191,124	1,239,058	2,430,182
<b>Total Revenues</b>	<b>75,166,109</b>	<b>30,982,988</b>	<b>39,816,106</b>	<b>70,799,094</b>
<b>Expenditures by Object:</b>				
Salaries		10,383,550	12,907,366	23,290,916
Other Compensation		674,802	613,026	1,287,828
Related Benefits		4,927,235	6,487,478	11,414,713
Personal Services		<b>15,985,587</b>	<b>20,007,870</b>	<b>35,993,457</b>
Travel		815	3,611	4,426
Operating Services		2,035,868	3,095,797	5,131,665
Supplies		4,912,015	4,654,075	9,566,090
Operating Expenses		<b>6,948,699</b>	<b>7,753,483</b>	<b>14,702,182</b>
Professional Services		1,556,396	554,580	2,110,976
Other Charges		5,666	14,790	20,456
Debt Services		0	0	0
Interagency Transfers		8,398,012	9,392,665	17,790,677
Other Charges		<b>9,960,074</b>	<b>9,962,035</b>	<b>19,922,109</b>
General Acquisitions		98,518	82,828	181,346
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>98,518</b>	<b>82,828</b>	<b>181,346</b>
<b>Total Expenditures</b>		<b>32,992,877</b>	<b>37,806,216</b>	<b>70,799,094</b>
<b>Expenditures by Function:</b>				
Instruction		0	0	0
Research		0	0	0
Public Service		0	0	0
Academic Support (Includes Library)		0	0	0
Academic Expenditures		<b>0</b>	<b>0</b>	<b>0</b>
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		<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Expenditures</b>		<b>0</b>	<b>0</b>	<b>0</b>

Restricted Operations

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
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	81,673,092	85,861,011	81,676,673
<b>TOTAL</b>	<b>81,673,092</b>	<b>85,861,011</b>	<b>81,676,673</b>

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 2023-2024						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
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	81,673,092	53,913,042	49,725,123	85,861,011	55,406,044	59,590,383	81,676,673
<b>TOTAL</b>	<b>81,673,092</b>	<b>53,913,042</b>	<b>49,725,123</b>	<b>85,861,011</b>	<b>55,406,044</b>	<b>59,590,383</b>	<b>81,676,673</b>

**Report on Restricted Operations**