

LSU BOARD OF SUPERVISORS MEETING

*Meeting conducted at Lod Cook Alumni Center
3838 W. Lakeshore Drive, Baton Rouge, LA 70808
Friday, March 5, 2021 | Time: 10:00 a.m. CT*

Meeting can be viewed at

<https://lsu.zoom.us/j/98962949202?pwd=OWIxcHNldHpVdWljTnhGSW5BcmUzd09>

Passcode: 702485

- I. Call to Order and Roll Call
- II. Invocation and Pledge of Allegiance
- III. Public Comment
- IV. Report by Husch Blackwell on Title IX Allegations at LSU A&M
The Board may enter into Executive Session in accordance with the provisions of LA R.S. 42:17.
- V. Committees
 - A. Academic & Research Committee
 1. Request from LSU A&M to Name the Barnes Ogden Studio Arts Complex
 2. Request from LSU A&M to Rename the LSU Mary Bird Perkins Cancer Center Medical and Health Physics Program to the Dr. Charles M. Smith Medical and Health Physics Program
 3. Request from LSU A&M to Name the Jim and Laura Parr Professional Sales Lab
 4. Request from LSU Health Sciences Center Shreveport to Establish a Master of Science in Medical Sciences
 5. Request from LSU Alexandria for a Letter of Intent for the Bachelor of Applied Arts & Sciences
 6. Request from LSU Alexandria to Restructure the College of Arts & Sciences and Create Two New Departments within the College of Business
 7. Request from LSU Shreveport to Establish the Undergraduate Certificate in Artificial Intelligence
 8. Request from LSU Shreveport to Establish the Undergraduate Certificate in Cyber Security and Networking
 9. Request to Amend Article II Section 14 of the Regulations of the Board of Supervisors
 10. Consent Agenda
 - a. Request from the LSU Agricultural Center for Continued Authorization of the Institute for Bioproducts & Bioprocessing

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

- b. Request from the LSU Agricultural Center for Continued Designation of the Center of Research Excellence in Plant Biotechnology & Crop Development
 - c. Request from LSU A&M to Establish the Adele W. and Robert Anding Professorship
 - d. Request from the LSU Agricultural Center to Establish the Arlene and Joseph Meraux Professorship
 - e. Request from LSU Health Sciences Center – Shreveport to Establish the Sandra and Jerry Martin Endowed Scholarship for Medical Students-3
 - f. Request from LSU Health Sciences Center – Shreveport to Establish the Margaret S. Shehee and David N. Cole Endowed Scholarship for Inclusion, Diversity, and Excellence in Academics in the School of Allied Health Professions
 - g. Request from LSU A&M to Name the Beau J. Box Special Teams Meeting Room
 - h. Request from LSU A&M to Name the Andrew L. Yates and Christopher J. Cedotal Wide Receiver Meeting Room
- B. Finance Committee
- 1. Request from LSU Alexandria to Approve Course Fees as Part of the Aviation Management Program
 - 2. Request from LSU Health Sciences Center - Shreveport for Approval to Waive Fees in For Specific Financial Aid Programs
 - 3. Informational Report on Information Technology Upgrade Related to Student Records System
 - 4. Forecast of Major Procurements
- C. Property & Facilities Committee
- 1. Request from LSU A&M to Amend the Foundation Office Building Lease
 - 2. Request from LSU A&M to Amend the Ground Lease with the LSU Research Foundation
 - 3. Request from LSU A&M to Consent to Financing by Chi Omega
 - 4. Report on February Winter Storm Damage to University Facilities and Services
- D. Healthcare & Medical Education Committee
- 1. Presentation on Memorandum of Understanding between LSU Health Sciences Centers Related to Certified Registered Nurse Anesthesia Program
- E. Athletics Committee
- 1. Request from LSU A&M to Approve Employment Contract for Mary Fran Flory, Head Volleyball Coach
 - 2. Request from LSU A&M to Approve New Employment Contracts for Five Assistant Coaches

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

- VI. Reconvene Board Meeting
- VII. Approval of Board Minutes
 - A. Minutes from the January 15, 2021 Board Meeting
 - B. Minutes from the February 23, 2021 Board Meeting
- VIII. Report from Chair of Presidential Search Committee
- IX. Approval of Personnel Actions
- X. Reports from Council of Staff Advisors and Council of Faculty Advisors
- XI. Approval of Committee Reports
- XII. Reports to the Board
 - A. 2nd Quarter Informational Board Report
 - B. Facility Summary Reports
 - 1. Capital Improvements Projects above \$175,000
 - 2. Design Contracts Report
 - 3. Foundation Construction Related Agreements
 - 4. Grants of Mineral Rights
 - 5. Other Agreements and Approval Requests
 - 6. Property Lease Report
 - 7. Schematic Design Report
 - 8. Servitudes Report
 - 9. Timber Sales Report
 - 10. Transfer of Title Immovable Property
 - C. LSU FY 2020-21 Semi-annual Financial Report for Period Ending December 31, 2020
 - D. LSU FY 2020-21 Quarterly Investment Report for Quarter Ending December 31, 2020
- XIII. President's Report
- XIV. Chair's Report
- XV. Adjournment

LSU BOARD OF SUPERVISORS
AUDIT COMMITTEE MEETING
*Meeting conducted at Lod Cook Alumni Center
3838 W. Lakeshore Drive, Baton Rouge, LA 70808
Friday, March 5, 2021 | Time: 8:30 a.m. CT*

- I. Call to Order and Roll Call
- II. 2021 2nd Quarter Audit Summary
- III. Fraud and Ethics Reporting System Updates
The committee may enter into Executive Session in accordance with the provisions of LA R.S. 42:17.



Board of Supervisors

ACADEMIC & RESEARCH COMMITTEE

BOARD OF SUPERVISORS MEETING | MARCH 5, 2021



Board of Supervisors

Request from LSU A&M to Name the Barnes Ogden Studio Arts Complex

Date: March 5, 2021

1. Bylaw Citation

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

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

2. Summary of Matter

Mr. Roger H. Ogden is a real estate developer, civic leader, and visionary philanthropist in Louisiana and beyond. He earned a Bachelor of Science in general business, with honors, from Louisiana State University in 1968, and a JD from Tulane University Law School. During his studies at LSU, Mr. Ogden served as president of the Student Body and member of Omicron Delta Kappa honor society. He also held a leadership cabinet position for the Union Governing Board. Today, Mr. Ogden continues to act as a significant driver of progress and collaboration across the state of Louisiana. He is notably one of LSU's greatest champions and continues to be one of its most generous benefactors.

At LSU, Mr. Ogden is a member of the LSU Foundation Board of Directors, College of Art & Design Dean's Circle, the College of Business Dean's Advisory Council, and the Forever LSU Society, formerly the 1860 Society. Mr. Ogden also served as a past chairman of the LSU Board of Supervisors. In 2003, Mr. Ogden received both the Alumni Association Hall of Distinction and the E.J. Ourso College of Business Hall of Distinction. LSU presented Mr. Ogden with an honorary Doctorate of Letters in 2015 for his dedication to Louisiana business, community service, and his unwavering dedication to improving the lives of the flagships institution's greatest assets, its students.

One of Mr. Ogden's most transformative contributions to LSU occurred in 2014 with the naming of the Roger H. Ogden Honors College in honor of his son and late father. To date, it is the most sizeable unrestricted endowment gift to LSU, totaling \$12 million with a lifetime giving history north of \$14 million to LSU. He was a leader in the fundraising efforts for the Business Education Complex, which was the first and largest public/private capital project in LSU's history to date.

Mr. Ogden's influence as a leader spans across a multitude of local and regional organizations involved in various civic and community organizations, including past president of the Audubon Park Commission; chairman of the International House of Blues Foundation Board; chair of the art committee of the Louisiana Governor's Mansion Foundation; and director of the Louisiana State Museum, Contemporary Arts Center, New Orleans Museum of Art and New Orleans Ballet. Notably, he is the founding chairman of the Sola Super Region Committee, a collaboration between GNO Inc. and the Baton Rouge Area Chamber that unites the Southeast Louisiana region in economic development initiatives. Mr. Ogden currently serves on the New Orleans Aviation Board and was a leader in the design and construction of the new \$1 billion terminal building for

the Louis Armstrong International Airport.

Additionally, Mr. Ogden is a recipient of numerous professional and civic accolades. These include the following: New Orleanian of the Year by Gambit Magazine (1995), the Mayor's Arts Award by the Arts Council of New Orleans (1995), Community Hero torchbearer in the 1996 Olympic Torch Relay, Humanitarian Award from National Jewish Medical and Research Center (2001), Family Service of Greater New Orleans Ten Outstanding Persons Award (2001), Greater New Orleans Philanthropist of the Year (2009), Louisiana Legend by Louisiana Public Broadcasting (2015), and The Times-Picayune Loving Cup (2016). The Times-Picayune named Mr. Ogden one of its notable 300 for 300 in celebration of the tricentennial of New Orleans in 2018. The Alexis de Tocqueville Society of United Way of Southeast Louisiana presented Mr. Ogden with its highest award for exemplary leadership in community volunteerism and philanthropy during their annual gala this past October.

Mr. Ogden and his partner Kenneth Barnes both share a passion for arts and ensuring that students have access to a quality education. Kenneth Barnes, born in Houston, TX, knows firsthand the financial burden many students face. Starting his college education at Texas A&M, Kenneth later transferred to Amarillo College when the cost of tuition became too great. Despite those early setbacks, he persevered and ultimately earned a degree from University of New Orleans and went on to lead a successful landscape contracting company. He later sold the company and began working with Roger.

Together, Mr. Ogden and Mr. Barnes have amassed one of the largest collections of Southern art in the world. Mr. Barnes played a critical role in building this collection of over 2,000 works handling all the curatorial aspects, registrar aspects, and loaning artwork to museums and galleries. Their passion for the arts also led to the establishment of the Ogden Museum of Southern Art in New Orleans, where Roger and Ken's gift of approximately 1,000 paintings and sculptures make up the core of the museum's collection.

Recently, Mr. Ogden donated \$2 million to benefit the renovations of the Studio Arts buildings. He assisted with leveraging an additional \$13 million from the State of Louisiana to benefit the renovation efforts. The LSU Foundation formally requests that the naming rights committee recognizing Mr. Ogden's and his partner Kenneth's support of Louisiana State University and Southern art by renaming the Studio Arts Buildings the Barnes Ogden Studio Arts Complex.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

The Dean of the College of Art & Design and the LSU A&M Naming Committee have approved this request. The Office of Academic Affairs has also given approval.

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to name the studio arts complex the "Barnes Ogden Studio Arts Complex."



Board of Supervisors

Request from LSU A&M to Rename the LSU Mary Bird Perkins Cancer Center Medical and Health Physics Program to the Dr. Charles M. Smith Medical and Health Physics Program

Date: March 5, 2021

1. Bylaw Citation

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

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

2. Summary of Matter

Dr. Charles M. Smith, a multi-degree alumnus of LSU, led a distinguished and demanding career in medicine and public service. Dr. Smith was a native Louisianan, an LSU graduate, a family practitioner, a cancer survivor, and a philanthropist to Louisiana, LSU, and the LSU-Mary Bird Perkins Cancer Center Medical Physics and Health Physics Program. A loyal supporter of LSU, Dr. Smith was a charter member of the LSU College of Science Dean's Circle and a member of the LSU Foundation's Laureate Society (recognizing cumulative giving) and Forever LSU Society (recognizing planned giving). He was a 2009 LSU College of Science Hall of Distinction honoree and was inducted into LSU's Alumni Hall of Distinction in 2017.

Born in 1930 in Bogalusa, Louisiana, Dr. Smith earned his Bachelor of Science degree in Biological Sciences from LSU in 1951 and his medical degree from LSU Medical School in New Orleans in 1955. He opened his general medical practice in Sulphur, Louisiana, in 1957 and throughout his career was considered by his patients to be one of the best doctors in the region. He was elected Calcasieu Parish coroner in the late 1970s, a role in which he served for over 20 years.

In addition to supporting his community as a physician, Dr. Smith gave generously of both his time and his financial resources. He was a Rotarian and directed the parish heart drive fund, polio drive, and immunization programs. Dr. Smith was a benefactor to the Methodist Children's Home of Southwest Louisiana, which provides assistance to adolescents with various needs. He never forgot that some of his fellow students were unable to afford college. In honor of them and as part of his desire to ensure finances were not a barrier to pursuing careers in medicine, he funded several scholarships for local students interested in medicine at McNeese State University in Lake Charles, Louisiana. Devoted to the arts, he served on the board of the Imperial Calcasieu Museum and donated medical furniture and equipment from his original 1957 practice to Sulphur's Brimstone Museum.

The hallmark of Dr. Smith's generosity included his alma mater, LSU. Inspired by his desire to improve patient care and cancer treatment within Louisiana, Smith established the first endowed chair in medical physics at LSU in November 2006, propelling the program's growth. Through a partnership with the Mary Bird Perkins Cancer Center and matching funds from the Louisiana Board of Regents Support Fund, a \$1 million chair was created within the Department of Physics & Astronomy. The Dr. Charles M. Smith Chair of Medical Physics played a vital role in the

program's success achieving accreditation from the Commission on Accreditation of Medical Physics Educational Programs, Inc. Shortly after the establishment of the chair in 2006, the program became one of only 11 accredited graduate medical physics programs of its kind. Dr. Smith's investments in the LSU-MBPCC Program have had a critical role in advancing health care in this area of Louisiana-with broad implications for communities around the world. He ensured the continuation of his longstanding legacy by including the program in his estate, bequeathing the entirety of his remaining assets to both the LSU Foundation and Mary Bird Perkins Cancer Center.

Once fully realized, his generous planned gift is expected to total nearly \$6 million and will support several areas in the College of Science and the Medical Physics Program, chiefly through the Dr. Charles M. Smith Medical Physics Endowed fund, Dr. Charles M. Smith Distinguished Professorship and Chair, Dr. Charles M. Smith Superior Graduate Scholarship, and dean's discretionary support.

In recognition of Dr. Smith's longstanding investments in LSU and the health of all Louisianans, we formally request consideration to commemorate his legacy by naming the LSU-Mary Bird Perkins Cancer Center Medical and Health Physics Program in his honor.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

The Dean of the College of Science and the LSU A&M Naming Committee have approved this request. The Office of Academic Affairs has also given approval.

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to rename the LSU Mary Bird Perkins Cancer Center Medical and Health Physics Program to the Dr. Charles M. Smith Medical and Health Physics Program.



Board of Supervisors

Request from LSU A&M to Name The Jim and Laura Parr Professional Sales Lab

Date: March 5, 2021

1. Bylaw Citation

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

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

2. Summary of Matter

James (Jim) C. Parr graduated from the LSU College of Business with a BS in Marketing in 1971 and again with an MBA in 1973. Jim went on to hold professional sales positions with a number of companies, including Lanier Business Products. In 1984, Mr. Parr launched his own company, J.C. Parr Enterprises, which he later developed into an industry leader.

Based on a longstanding desire to give back to his alma mater and to the sales profession, Mr. Parr returned to LSU in 1997 under a gratis appointment as an Adjunct Professor, a position in which he continues to serve. Over the past 24 years, he has had a profound and transformational impact on the Department of Marketing.

Mr. Parr has taught one or two sections of MKT 3427 (Professional Selling) each year over the past 24 years and did so without compensation. He is an outstanding educator, and with a passion for professional sales, he consistently receives some of the highest student evaluations in the College. Although the estimated additional compensation for teaching these courses would have cost LSU approximately \$250K, the value provided to LSU Marketing students over the years greatly exceeded this amount.

Additionally, Jim and Laura Parr have donated \$800,000 to the LSU Foundation for the following programs over the last several years: (1) \$600K to the Professional Sales Institute (PSI), which was instrumental in the creation and support of the PSI, (2) \$150,000 for the development of the Professional Sales Lab, which is currently under construction, and (3) \$50,000 for an MBA scholarship.

The PSI was established in 2014 as an academic unit under the Department of Marketing. For corporations, the PSI provides sales education, recruitment opportunities, and research partnerships. For students, the PSI supports the Professional Sales concentration and a competitive sales team. With more than 200 students in the Sales concentration and about 75 graduates each year, the PSI has been one of the most successful programs in the College of Business. It is no exaggeration to note that without the dedication, hard work, and financial support from Jim and Laura Parr, the PSI would not exist.

For these reasons, LSU recommends naming Room 2020 in the Business Education Complex, "The Jim and Laura Parr Professional Sales Lab."

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

The Dean of the E. J. Ourso College of Business and the LSU A&M Naming Committee have approved this request. The Office of Academic Affairs has also given approval.

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to Name the Jim and Laura Parr Professional Sales Lab.



Board of Supervisors

Request from LSU Health Sciences Center - Shreveport to Establish a Master of Science in Medical Sciences

Date: March 5, 2021

1. Bylaw Citation

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

- I. Any new academic degree program

2. Summary of Matter

LSU Health Sciences Center - Shreveport is requesting approval to establish a Master of Science in Medical Sciences. The Board of Regents granted a waiver for the traditional Letter of Intent as most of the courses offered in the proposed program are currently offered on campus. Furthermore, there are no additional expenditures required for the implementation of this program.

The purpose of the MS in Medical Sciences is to respond to an acute need for more physicians and allied health professionals nationwide and locally. LSUHSC-S plans to increase the annual number of medical student admissions from 150 to 200 to address this need. Unfortunately, many Louisiana college graduates are not able to compete for positions in local medical schools or allied health programs because their undergraduate training deficiencies have resulted in poor grades and low test scores. The proposed degree is a twelve-month, non-thesis graduate program that will provide college graduates with the necessary background and skills to gain admission into medical schools and allied health programs and to also succeed in these programs. The program will include core courses in medical sciences, such as anatomy and histology, and biomedical sciences like biochemistry, cell biology, physiology, and pharmacology. All coursework must be completed with the minimum grade of "B". This will be a fully on-site program.

Louisiana needs more physicians. For 2018, (the most recent year for which data are available), Louisiana ranked 27th out of 50 states in the total number of physicians (260 per 100,000 population) and ranked 36th in primary care physicians (136 per 100,000), where primary care was defined as internal medicine, family practice, obstetrics/gynecology, pediatrics, geriatrics, and general practice. Many areas of Louisiana have been designated as "Health Professional Shortage Areas", with 248 additional primary care physicians still needed to remove that designation. Thirty-two percent of Louisiana physicians are aged over 60, and thus will likely retire within the next 10 years. Furthermore, a recent projection of future physician demand estimated a nationwide shortage of 54,100 to 139,000 physicians by 2033, including a shortage of 21,400 to 55,200 primary care physicians. This projection is not broken down by state, but the

largest shortfall is in the South Region (as defined by the Census Bureau), which includes Louisiana. Key factors driving the increased demand are population growth (estimated at 10% by 2033), population aging (45% for those aged >65), and improved access to health care services. Our communities are also underserved by physicians from underrepresented groups within the USA. In 2019, only 2.6% of physicians were Black and 7.3% of medical school students were Black, (AAMC reporting). In Louisiana by comparison, 32.8% of the population is Black and the Black community is experiencing a population growth rate of 13.3%.

Students in undergraduate programs often seek postgraduate training in medical sciences. The research MS degree may be useful to the professional advancement of these individuals but may not provide a broad background which is preparatory for medical curricula. Additionally, many individuals may seek out such postgraduate training if it creates an improved opportunity to place into medical and allied health degree programs, particularly for those candidates who did not excel academically in their undergraduate training. Such preparatory programs are being relied upon to improve the likelihood of postgraduate program interviews, and to improve scores in those programs and post-program professional scores. Although almost all research-focused doctoral programs award the MS degree, few are specifically designed as preparatory programs. This program will be the first of its kind in Louisiana. Strikingly, 57 of our current medical students obtained a one-year MS degree at Mississippi College, of whom fifteen are members of the freshman class.

3. Review of Business Plan

Of the currently enrolled medical students at LSUHSC-S, 15.5% matriculated into the medical school subsequent to obtaining a MS degree. More than two-thirds of these students obtained their MS degree outside of Louisiana, despite most of them being Louisiana residents. This program will offer Louisiana students a less expensive in-state option that will allow them to stay in Louisiana. This will also help to retain revenue in the State as approximate lost revenue to Mississippi totals one million dollars annually.

For the first year of the program, projected enrollment is ten students with the addition of five students annually. Such increase in enrollment is justified by the planned increases in the class size of LSUHSC-S' medical school program as well as with the opening of the Edward Via College of Osteopathic Medicine in Monroe, LA. Program productivity will be assessed by the percentage of students matriculating into medical professional programs within two years of graduation.

4. Fiscal Impact

Resident tuition for the program is \$12,000, which is significantly less than the \$20,000 tuition at Mississippi College. Non-resident tuition will be \$20,000. At the current fee structure in the graduate school, fees would be \$551.50 for three semesters. An additional laboratory fee of \$500 dollars would be required to cover the costs of the anatomy labs. LSUHSC-S will expend 0.1 FTE

for the new Medical Science Journal course and for anatomy instruction, which are part of the curriculum as well as minor support and equipment resources. Total expenditures for the next four years will approximate only 20% of expected revenues for the program.

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

Not Applicable

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center - Shreveport to establish the Master of Science in Medical Sciences.



Board of Supervisors

Request from LSU Alexandria for a Letter of Intent for the Bachelor of Applied Arts & Sciences

Date: March 5, 2021

1. Bylaw Citation

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

- I. Any new academic degree program

2. Summary of Matter

LSU Alexandria is requesting approval of a Letter of Intent for the proposed Bachelor of Applied Arts & Sciences. The proposed onsite and online degree will be a completer degree that will allow students who have earned an Associate of Applied Arts or an Associate of Applied Science at an accredited community college to transfer the 60 hours of lower-level credit required by the associate degree to the proposed baccalaureate program.

The flexibility of the degree will allow some students, particularly those who have transcripts from several institutions, to transfer up to 84 hours of earned credit to the program. This flexibility will be particularly useful for veterans and active-duty military who because of the nature of military service tend to earn credit from a variety of institutions and who can be awarded credit based on the assessment of training received from military programs. More generally, the degree will be helpful to any student who has completed applied arts or applied science courses and who might otherwise have difficulty having those courses accepted for degree credit at a baccalaureate degree-granting institution. Culinary Arts courses taken to meet the requirements of an applied arts degree or Fire and Emergency Service courses taken to meet the requirements of an applied science degree, for example, have no direct equivalent at LSUA and could be applied only to a more traditional degree's rather limited elective category.

Students who wish to earn an Associate of Applied Arts or an Associate of Applied Sciences must complete sixty semester hours in a field that makes them work force ready. The jobs available to such students upon graduation are--not surprisingly--often entry-level positions. As graduates gain work experience, however, they often seek to further their education and consequently their earning power by enrolling in and graduating from a four-year baccalaureate program. Pathways to such programs are often limited for graduates of associate-level applied programs. Applied degrees tend to be skills-heavy and many require fewer than 21 hours of the general education courses that normally transfer directly to a Bachelor of Science or Bachelor of Arts degree. Thus, graduates who do enroll in baccalaureate-level programs end up having to take more 1000- and 2000-level courses than they would if they were transferring from more traditional, non-applied associate degree programs. And, of course, having to take those additional courses can make the cost of attaining a baccalaureate-level degree prohibitive for many students.

LSUA's Role, Scope, and Mission, as defined in the Louisiana Board of Regents 2011 Master Plan, indicates that the institution's audiences include "Two-year college transfer students, particularly those from Central Louisiana Technical Community College" and "Residents of Central Louisiana

who have accumulated some college or university credit and have interrupted their college careers for military service or other reasons," two groups that clearly stand to benefit from the approval of LSUA's proposed Bachelor of Applied Arts and Sciences. The purpose of the proposed degree is also in clear alignment with the Regents' current Master Plan, a document that aspires to reach an ambitious educational attainment goal for the state-for 60% of all working-age adults (ages 25-64) in Louisiana to hold a degree or high-value credential by 2030.

In Texas, at least 20 higher education institutions offer the Bachelor of Applied Arts and Sciences (BAAS). There are currently no such degrees in Louisiana aside from the Applied Science degree at Northwestern State that is catered to Allied Health programs.

3. Review of Business Plan

In 2019, 10,818 associate degrees were awarded in Louisiana. Therefore, there is a very substantial population of students who might be interested in pursuing a baccalaureate-level credential and who might find the proposed Bachelor of Applied Arts and Sciences an attractive and affordable option.

If the proposed degree is approved, LSUA will partner with community colleges in the region and in the state to develop clear pathways from current associate-level applied programs to the Bachelor of Applied Arts and Sciences. Such pathways will be recognized and approved in formal agreements with the community colleges and will provide prospective students with the assurance that at least sixty of the lower-level credits that they have earned will transfer to the proposed program. LSUA has already been in conversation with several community colleges in the state regarding the proposed degree and the possibilities it offers to students currently enrolled in associate-level applied programs. The university has also conversed with LSU Online leadership about offering a pathway from the proposed Bachelor of Applied Arts and Science to appropriate graduate-level programs offered by LSU.

It should also be noted that only nine percent of individuals between the ages of 25-64 who reside in the Region 6 Labor Market, the region served by LSUA, hold bachelor's degrees. This average compares very unfavorably to the averages of all eight Louisiana labor markets, markets in which 12.8 percent of the over-25 population hold bachelor's degrees. Only one labor market (Monroe) has attainment levels that are comparable to those of Alexandria. LSUA, a relatively young and vibrant institution, whose overall enrollment has increased substantially over the past several years, is in a strong position to support the growth of the baccalaureate attainment rate in Central Louisiana, particularly with a degree that has the flexibility and affordability to attract adults who already hold an associate-level credential. Projected enrollments thus are 55 students in Year 1, increasing to 100 by Year 5.

4. Fiscal Impact

LSUA will be able to offer the proposed program at minimal additional cost as it will not have to hire additional full-time faculty during the first four years of the program's life; courses in the major will be taught by existing full-time and part-time faculty. It is anticipated that as the program develops and its enrollment increases, the university will hire an instructor to teach the two Applied Arts and Sciences courses. This hire would likely take place in Year Five of the program.

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

Not Applicable

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Alexandria for a Letter of Intent for the Bachelor of Applied Arts & Sciences.



Board of Supervisors

Request from LSU Alexandria to Restructure the College of Arts & Sciences and Create Two New Departments within the College of Business

Date: March 5, 2021

1. Bylaw Citation

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

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

2. Summary of Matter

LSU Alexandria requests approval to restructure the College of Arts & Sciences and establish the Colleges of Social Sciences, Liberal Arts, and Natural Sciences & Mathematics. LSU Alexandria would also like to establish two new departments within the recently established College of Business, which was approved by the Board of Regents in May 2020.

The academic umbrella of the university is currently comprised of three colleges, made up of a combined nine departments: six within the College of Arts and Sciences, and three within the College of Health and Human Services.

LSU Alexandria request the establishment of the Department of Management and Marketing and the Department of Accounting and Finance within the College of Business to represent the current College of Business programmatic offerings. Furthermore, the request also eliminates the College of Arts & Sciences and realigns those departments into new colleges. The proposed alignment is the College of Social Sciences, which will incorporate the Departments of Criminal Justice, History & Political Science, and Psychology; the College of Liberal Arts, which incorporates the Departments of Communication & Arts and English & Humanities; and the College of Natural Sciences & Mathematics, which incorporates the Departments of Biological Sciences, Chemistry & Physics, and Mathematics & Computer Science.

This is the second year of a two-year restructuring process that will allow LSU Alexandria to elevate its community presence and thereby secure more external support, while also addressing structural inefficiencies. This process will:

- Reduce the number of full-time academic administrators from 10 to 6;
- Create time for academic leaders to raise funds, develop community partnerships, recruit, and market their programs;
- Generate almost no budget increase (\$20,000 based on average salaries);
- Align LSUA with peer institutions;
- Allow more faculty involvement in university governance and low-level

administration.

The restructure will be highly cost-effective, as has already been demonstrated by the College of Business in its first year.

3. Review of Business Plan

All stakeholder groups on campus supported this proposal, with almost unanimous faculty, academic leadership, and chancellor's cabinet support.

4. Fiscal Impact

The fiscal impact of the proposed changes is minimal, requiring only \$20,000 of devoted institutional funding.

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

Not Applicable

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Alexandria to restructure by creation of colleges and reassignment of existing departments as follows:

- Elimination of the College of Arts & Sciences
- Establishment of the College of Social Sciences, and assignment under the management of that college the Departments of Criminal Justice, History & Political Science, and Psychology;

- Establishment of the College of Liberal Arts, which shall manage the Departments of Communication & Arts and English & Humanities, both departments being authorized and established through approval of this resolution;
- Establishment of the College of Natural Sciences & Mathematics, which shall manage the Department of Biological Sciences, as well as the new Departments of Chemistry & Physics and Mathematics & Computer Science, both departments being authorized and established through approval of this resolution;
- Establishment the Department of Management & Marketing under the management of the College of Business
- Establishment the Department of Accounting & Finance under the management of the College of Business



Board of Supervisors

Request from LSU Shreveport to Establish an Undergraduate Certificate in Artificial Intelligence

Date: March 5, 2021

1. Bylaw Citation

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

- I. Any new academic degree program

2. Summary of Matter

LSU Shreveport is requesting approval to establish an undergraduate certificate in Artificial Intelligence.

Artificial intelligence (AI), machine learning, and robotics are hot areas and subfields in the field of computer science. More and more companies are needing qualified workers in these areas. This 18-hour program will prepare students for productive AI work; it will enhance computer science students' skillsets in several domains of AI including information visualization, intelligent systems, machine learning, and robotics.

Currently, Louisiana Tech and Tulane University offer certificates in cybersecurity; however, this undergraduate certificate concentrates on the subfield of artificial intelligence within the cybersecurity realm. This certificate will, above all, help the LSU Shreveport computer science students enter into the competitive workforce with a more advanced skillset than their counterparts in Louisiana and nationwide.

The program will be offered both onsite and online, and thus, has the capability to reach high enrollments. Some of the already existing courses offered in this certificate attract high demand from students. Therefore, it is believed that the certificate will generate equivalent high enrollments.

3. Review of Business Plan

The certificate program will be housed in and administered by the Department of Computer Science. The expertise and experiences of current faculty in this department have the instructional means to accommodate the certificate program. The proposed courses are already in rotation and taught by current faculty and adjuncts.

4. Fiscal Impact

As the courses are already offered and have room for expansion, there will not be any need for additional faculty or graduate assistants for the program unless demand gets too large for the current offerings. If that is the case, the revenue from the increased enrollments will more than cover the addition of any new instructors.

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

Not Applicable

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Shreveport to establish an Undergraduate Certificate in Artificial Intelligence.



Board of Supervisors

Request from LSU Shreveport to Establish an Undergraduate Certificate in Cyber Security and Networking

Date: March 5, 2021

1. Bylaw Citation

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

- I. Any new academic degree program

2. Summary of Matter

LSU Shreveport is requesting approval to establish an undergraduate certificate in Cyber Security and Networking.

This program will provide students the foundational and intermediate theoretical knowledge alongside hands-on lab experiences and applications of cyber security and networking (CSN). More and more companies are needing qualified workers in these areas. This 18-hour program will prepare students for productive CSN work; making them highly competitive in the workforce.

There is an extreme shortage of qualified cyber security professionals that combat hacking, ransomware, and other security violations. These professions come with high salaries and job satisfaction ratings. By 2021, there will be a shortage of over 3 million CSN professions globally. Companies are desperately looking for computer professionals with some proficiency in cyber computing. Cisco, the leading network company in the world, is currently providing instructional materials, courses, and certifications in cyber security. Cisco certifications such as the Network Associate (CCNA) and the Security Associate (CCNA-S) are very popular. Anyone with one of these certifications can get a great job. The courses in the LSU Shreveport undergraduate certificate will prepare students for these certifications.

Tulane offers a cybersecurity certificate, but it is at the post-baccalaureate level, and Louisiana Tech has an undergraduate certificate in information assurance and cyber security management. While there is some overlap with Louisiana Tech's program offering - which focuses more on business application, this program focuses more on the computer science application side.

The program will be offered both onsite and online, and thus, has the capability to reach high enrollments. Some of the already existing courses offered in this certificate attract high demand from students. Enrollments have increased in these courses from 28 in AY18-19 to 41 in AY19-

20. Projecting this 46% growth in one year alone, LSU Shreveport projects 60 student enrollments in its first year, increasing to 273 by year 5.

3. Review of Business Plan

The certificate program will be housed in and administered by the Department of Computer Science. The expertise and experiences of current faculty in this department have the instructional means to accommodate the certificate program. The proposed courses are already in rotation and taught by current faculty and adjuncts. LSU Shreveport anticipates hiring one adjunct faculty to support the program as enrollment increases.

4. Fiscal Impact

As the courses are already offered and have room for expansion, there will not be any need for additional faculty or graduate assistants for the program unless demand gets too large for the current offerings. If that is the case, the revenue from the increased enrollments will more than cover the addition of any new instructors.

Furthermore, LSU Shreveport is a Cisco Network Academy. This alliance provides access to a lot of Cisco courseware. These courses prepare students in CSN and certification. Over the last two years, LSU Shreveport has spent approximately \$120,000 to upgrade the network lab. They have also received a \$20,000 NOEL grant to upgrade the lab with equipment and software to provide home-based simulation experiences. Two years, LSU Shreveport received a SWEPCO/AEP grant to establish a Cyber Collaboratory (approximately 10,000 sq ft on the first floor of the Technology Center building). This Collaboratory has a cyber security teaching classroom/lab with 32 work stations. With the Cisco network lab and the cyber security lab, LSU Shreveport only expects to spend funds on maintenance for the labs over time.

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

Not Applicable

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Shreveport to establish an Undergraduate Certificate in Cyber Security and Networking.



Board of Supervisors

Request to Amend Article II Section 14 of the Regulations of the Board of Supervisors

Date: March 5, 2021

1. Regulation Citation

Pursuant to Article IX, Section 2 of the Regulations of the Louisiana State University Board of Supervisors:

These Regulations, except as they include provisions specifically covered by the Statutes of the State of Louisiana and the Bylaws of this Board, may be amended by receiving an affirmative vote of a majority of the members of the Board after receiving recommendations of the appropriate committee of the Board.

2. Summary of Matter

The Boyd Professorship is the highest rank awarded by the University. It is of such stature that it is its own professorial rank above that of "Professor." Appointment by the Board to a Boyd Professorship is rare and only on those occasions where a faculty member has exhibited the utmost exceptional distinction in their field of study.

The Executive Vice President & Provost facilitated the concurrence of proposal with the President's Leadership Council and current Boyd Professors. The rationale for the changes are described:

- The proposed updates are intended to allow flexibility for various academic fields, some of which have significant international scholarly communities but some whose presence in other nations is not an accurate measure of distinction.
- In addition, this request is to allow outstanding faculty who also hold certain administrative roles to be considered for the Boyd Professorship when their dossiers so warrant. The current Regulation states that any faculty member with the title of "director" or above is ineligible for consideration for this honorific. In practice, many senior faculty members hold the designation of "director" of research centers, laboratories, and other academic programs. This stipulation prohibits consideration of faculty who hold certain titles in academic arenas but who are not primarily administrators. The proposed revision replaces the title of

“director” with that of “dean,” precluding any senior administrators, such as deans, vice provost, or vice presidents, from being considered.

- The third proposed change pertains to the composition of the recommendation committee for Boyd Professorships and specifies that membership consist of those faculty who are themselves Boyd Professors.

3. Review of Business Plan

N/A

4. Fiscal Impact

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

Draft Redline Revisions of Article II. Section 14: Boyd Professorships

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby amend Article II. Section 14 of the Regulations of the Board to now read:

A. Eligibility

A faculty member on one of the various campuses of the University who has attained national, or as appropriate, international distinction for outstanding teaching, research, or other creative achievement may be designated a “Boyd Professor.” The “Boyd Professorship” shall be regarded as the highest professorial rank awarded by the University. No Professor holding an administrative position of the rank of dean or above shall be eligible for designation as a “Boyd Professor.”

B. Procedure for Nomination

Nomination of a Professor for designation as a “Boyd Professor” shall originate with a dean or deans (in the case of split appointments) or a director of a school, which is not a college, in which a nominee holds professorial status. The nomination shall be addressed to a review committee through the Chancellor of the campus on which the nominee is a faculty member or, for faculty members of LSU, through the President or his or her designee. The nomination by deans or directors shall be reviewed by a committee comprised of the chief academic officer of the University, who shall serve as chair, two emeriti Boyd Professors, and three current Boyd Professors appointed by the President from throughout the University.

**Proposed Change to Board Regulations, Article II Section 14
Redline Version**

Section 14. Boyd Professorships

A. Eligibility

A faculty member on one of the various campuses of the University who has attained national¹ or as appropriate, international distinction for outstanding teaching, research, or other creative achievement may be designated a "Boyd Professor." The "Boyd Professorship" shall be regarded as the highest professorial rank awarded by the University. No Professor holding an administrative position of the rank of director-dean or above shall be eligible for designation as a "Boyd Professor."

B. Procedure for Nomination

Nomination of a Professor for designation as a "Boyd Professor" shall originate with a dean or deans (in the case of split appointments) or a director of a school, which is not a college, in which a nominee holds professorial status. The nomination shall be addressed to a review committee through the Chancellor of the campus on which the nominee is a faculty member or, for faculty members of LSU, through the President or his or her designee. The nomination by deans or directors shall be reviewed by a committee comprised of the chief academic officer of the University, who shall serve as chair, two **emeriti Boyd Professors**, and three **current Boyd Professors** appointed by the President from throughout the University.



Board of Supervisors

Request from the LSU Agricultural Center for Continued Authorization of the Louisiana Institute for Bioproducts & Bioprocessing

Date: March 5, 2021

1. Bylaw Citation

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

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

2. Summary of Matter

The LSU Agricultural Center requests continued, five-year approval of the Louisiana Institute for Bioproducts and Bioprocessing (LIBBI). LIBBI is a research, education, and outreach initiative housed administratively within the LSU Agricultural Center. Through innovative discovery and strategic industry partnership, the Institute has led efforts to develop novel bioproducts, including biofuels and food and beverage bioproducts, from Louisiana crops as well as innovative bioprocesses for their manufacture. Since its creation, it has helped link our state's strong, diverse base of production agriculture with emerging markets for high-value products made from renewable sources.

Both national and global conversations in renewable biofuels and bioproducts have changed markedly since the Institute's initial approval several years ago. Steady declines in prices for both petroleum and natural gas, coupled with new extraction technologies and increasing known reserves for these commodities, have expanded the Institute's focus beyond liquid transportation fuels to include high-value products such as biopolymers, specialty chemicals, nanomaterials, biocomposites, beverage, and food bioproducts. Like other American consumers, Louisiana consumers are now demanding more healthy, clean label, natural, and minimally-processed foods and beverages. This has set the stage renewable crop feedstocks to supply in-demand specialty products, for example, drinking vinegars, flavored waters, and food additives, all produced in high volumes by modern agricultural processes. The Louisiana Institute for Bioproducts and Bioprocessing has been active in all these arenas. Scientists are developing technologies to produce fuels, polymers, and industrial bioproducts from biomass, syrups, and juices all associated with Louisiana's designated renewable and energy crops. These efforts will help our state's agricultural enterprises to profit from a variety of potential product streams.

The Institute also has begun to address other biomass- and bioproduct-related needs in Louisiana. Of critical importance is the need for science-based information to support emerging bioproducts and bioprocessing industries within the state. Further, the Institute is providing education and training opportunities for employees of emerging industries and for students of all ages interested in careers in bioproducts and bioprocessing. Finally, the Institute is facilitating information exchange and fostering communication among policy makers, industry leaders, researchers, and all Louisiana's citizenry.

Following the initial authorization of the Louisiana Institute for Biofuels and Bioprocessing, scientists at the LSU AgCenter and elsewhere, in concert with strategic industry partners, competed for and won the single largest grant in LSU AgCenter history – a \$17.2 million project from the U.S. Department of Agriculture National Institute of Food and Agriculture. Authorization of the Institute by the Louisiana Board of Regents was instrumental in this success. With another five-year approval, LIBBI will continue its exemplary innovative research and practice along with stellar revenue generation.

3. Review of Business Plan

LIBBI is comprised of a diverse group of faculty from the Audubon Sugar Institute, the School of Renewable Natural Resources, the Department of Biological and Agricultural Engineering, the School of Plant, Environmental & Soil Sciences, Chemistry, 4-H, the Food Innovation Institute, and the School of Nutrition & Food Sciences – with more collaboration to come. Some of state-of-the-art equipment in biomass processing, material characterization, and industry products development are currently available in Audubon Sugar Institute and School of Renewable Natural Resources to support LIBBI’s activities.

4. Fiscal Impact

For the next five years, LIBBI will bring in approximately \$700,000 in grant funding the first year, increasing up to approximately \$1.4 million in year five. Estimated costs are miniscule compared to the revenue generation of this Institute - \$50,000 to \$75,000 for salary support.

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

Not Applicable

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from the LSU Agricultural Center for continued authorization of the Louisiana Institute for Bioproducts & Bioprocessing.



Board of Supervisors

Request from the LSU Agricultural Center for Continued Designation of the Center of Research Excellence in Plant Biotechnology & Crop Development

Date: March 5, 2021

1. Bylaw Citation

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

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

2. Summary of Matter

The LSU Agricultural Center requests continued designation of the Center of Research Excellence in Plant Biotechnology & Crop Development. The Board of Regents provisionally approved the Center in the Fall of 2014 and then gave full approval for five years in Spring of 2016. The larger purpose of the Center is to develop pioneering and transformational solutions for the challenges facing agriculture (particularly crop production) in the 21st century, with an emphasis on the development of crop varieties better adapted to biotic and abiotic stresses. To achieve this goal, the Center seeks to 1) stimulate interaction and foster collaboration among faculty in Louisiana institutions who conduct research in the areas of applied plant biology, including plant biotechnology, plant physiology, crop breeding and development, genomics, and molecular biology; 2) foster partnerships with the public and private sectors; 3) develop educational and training programs for students in the areas of plant biotechnology and crop development; and 4) develop educational materials for stakeholders.

The Center has facilitated the creation of an interdisciplinary community of scientists with expertise related to crop development. One of the hallmarks of distinction that the Center will maintain and expand upon will be driven by research opportunities with the goal of commercializing outputs. The development of novel traits that can be used to improve crop germplasm via biotechnology and conventional breeding and the release of commercial crop varieties (rice, wheat, sweet potatoes, sugarcane) will document the performance for the Center.

This is the only initiative in the state that seeks to transcend disciplinary and institutional boundaries to create and maintain partnerships among basic and applied plant biologists with complementary skills, interests, and resources. Additionally, the Center has grown into an opportunity to leverage industry support to advance the mission of the university. The Center fosters collaborations among researchers in the LSU AgCenter, LSU A&M, the University of Louisiana at Lafayette, other Louisiana institutions, and industry that will result in submission of funding proposals to NSF, USDA, and other agencies.

Since approval as a Center of Excellence in 2016, the Center has formed collaborations with 30 scientists and their students from the Ag Center, LSU A&M, and the University of Louisiana at Lafayette. These collaborations have resulted in successful USDA-NIFA grants, the development

of a national proposal for an Engineering Research Center addressing needs across the food-water-energy nexus, produced improved varieties of crops that continuously generate over \$1 million annually, obtained industry support of \$500,000 annually with a seven-year commitment, and created academic programming to train students in plant biotechnology, breeding, and genomics. With the continued designation of another five years, the Center expects a greater volume of funding from successful proposals to the USDA, NSF, and other agencies.

3. Review of Business Plan

The Center of Research Excellence in Plant Biotechnology & Crop Development has four coordinators with ties to both the Ag Center and LSU A&M's College of Agriculture. The list of core faculty members span from the School of Plant, Environmental and Soil Sciences, the Department of Plant Pathology & Crop Physiology, the Department of Entomology, the School of Renewable and Natural Resources, and the Department of Biological Sciences, along with the AgCenter Research and Extension stations.

The Center utilizes two labs: the Biotechnology Lab and the Plant Transformation/CRISPR Lab.

4. Fiscal Impact

The Center has received direct funding through donations to the LSU Foundation. The effort to obtain this funding was spearheaded by AgCenter administration. This industry support is in the amount of \$500,000.00 per year with a seven-year commitment, totaling \$3.5 Million. This support will be used to fund several initiatives. Additional funding to date has been due to ongoing work from individual faculty or small teams that were already working together. Participants in the Center have been very successful in receiving extramural funding. Funding from Louisiana's plant commodity boards and private industry support to Center faculty exceeded \$1.4 million during 2020 alone. Funding opportunities will be sought over the next two years to support additional symposia and conferences in the area of plant biology, as well as provide awards to faculty as "seed grants" and support professional grant writing resources to aid in obtaining larger externally funded research awards.

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

Not Applicable

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from the LSU Agricultural Center for continued designation of the Center of Research Excellence in Plant Biotechnology & Crop Development.



Board of Supervisors

Request from LSU A&M to Establish the Adele W. and Robert Anding Professorship

Date: March 5, 2021

1. Bylaw Citation

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

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

2. Summary of Matter

Approved by the Louisiana Board of Regents in the 1990-91 academic year, the Endowed Professorships Subprogram matches non-State contributions of at least \$80,000 with \$20,000 from the Board of Regents Support Fund ("BoRSF") to create endowed professorships to recruit and retain superior faculty. The Endowed Professorships Subprogram also matches non-State contributions of at least \$60,000 with \$40,000 from the BoRSF provided an agreement was in place on or before November 2, 2016, the date on which the Board approved a new matching level for professorships.

Significant donations have been made to the LSU Foundation to establish an endowed professorship that qualifies for BoRSF matching funds:

- a) Adele W. and Robert D. Anding Professorship - \$120,000

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

The donor agreement is on file at the LSU Foundation.

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to establish the Adele W. and Robert D. Anding Professorship.

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 Adele W. and Robert D. Anding Professorship.



Board of Supervisors

Request from the LSU Agricultural Center to Establish the Arlene and Joseph Meraux Professorship

Date: March 5, 2021

1. Bylaw Citation

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

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

2. Summary of Matter

Approved by the Louisiana Board of Regents in the 1990-91 academic year, the Endowed Professorships Subprogram matches non-State contributions of at least \$80,000 with \$20,000 from the Board of Regents Support Fund ("BoRSF") to create endowed professorships to recruit and retain superior faculty.

Significant donations have been made to the LSU Foundation to establish an endowed professorship that qualifies for BoRSF matching funds:

- a) Arlene and Joseph Meraux Professorship- \$320,000

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

The donor agreement is on file at the LSU Foundation.

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from the LSU Agricultural Center to establish the Arlene and Joseph Meraux Professorship.

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 Arlene and Joseph Meraux Professorship.



Board of Supervisors

Request from LSU Health Sciences Center – Shreveport to Establish the Sandra and Jerry Martin Endowed Scholarship for Medical Students-3

Date: March 5, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1L

L. Other Significant Matters

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

2. Summary of Matter

The Board of Regents Support Fund (BoRSF) for Endowed Superior Graduate Scholarships Subprogram provides competitive matching dollars to campuses to create endowed scholarships which will provide academic and mission enhancement of the respective campus as well as contribute to the economic development of Louisiana. Non-State contributions combined with a BoRSF match will produce permanent endowments.

A contribution has been made to establish the Sandra and Jerry Martin Endowed Scholarship for Medical Students-3 at the LSU Health Sciences Center in Shreveport, subject to available matching funds from the Board of Regents.

3. Review of Business Plan

N/A

4. Fiscal Impact

N/A

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A

7. Parties of Interest

LSU Health Shreveport Foundation

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

Memo from the LSU Health Sciences Center Chancellor.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center in Shreveport to establish the Sandra and Jerry Martin Endowed Scholarship for Medical Students-3; and,

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Sandra and Jerry Martin Endowed Scholarship for Medical Students-3.



Board of Supervisors

Request from LSU Health Sciences Center – Shreveport to Establish the Margaret S. Shehee and David N. Cole Endowed Scholarship for Inclusion, Diversity, and Excellence in Academics in the School of Allied Health Professions

Date: March 5, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1L

L. Other Significant Matters

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

2. Summary of Matter

The Board of Regents Support Fund (BoRSF) for Endowed Superior Graduate Scholarships Subprogram provides competitive matching dollars to campuses to create endowed scholarships which will provide academic and mission enhancement of the respective campus as well as contribute to the economic development of Louisiana. Non-State contributions combined with a BoRSF match will produce permanent endowments.

A contribution has been made to establish the **Margaret S. Shehee and David N. Cole Endowed Scholarship for Inclusion, Diversity, and Excellence in Academics in the School of Allied Health Professions (IDEA Scholarship)** at the LSU Health Sciences Center in Shreveport, subject to available matching funds from the Board of Regents.

3. Review of Business Plan

N/A

4. Fiscal Impact

N/A

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A

7. Parties of Interest

LSU Health Shreveport Foundation

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

Memo from the LSU Health Sciences Center Chancellor.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center in Shreveport to establish the Margaret S. Shehee and David N. Cole Endowed Scholarship for Inclusion, Diversity and Excellence in Academics in the School of Allied Health Professions (IDEA Scholarship); and,

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 Margaret S. Shehee and David N. Cole Endowed Scholarship for Inclusion, Diversity, and Excellence in Academics in the School of Allied Health Professions (IDEA Scholarship).



Board of Supervisors

Request from LSU A&M to Name the Beau J. Box Special Teams Meeting Room

Date: March 5, 2021

1. Bylaw Citation

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

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

2. Summary of Matter

Beau J. Box is a 1990 LSU College of Arts and Science Economics graduate. He is the owner of Beau Box Commercial Real Estate. In 2005, after 14 years in the real estate business, he decided to start his own company. That company has now become one of the highest grossing commercial real estate firms in Louisiana with offices in Baton Rouge, Lafayette, and New Orleans.

An expert in real estate, Box has earned the professional designations of the Society of Industrial and Office Realtors (SIOR). An active real estate agent since 1993, Beau has been involved in brokerage, development, and leasing, primarily in the retail and office sector.

Not only has Box held active positions in business and industry, but he has also held positions on the boards of numerous charitable and civic organizations including the Salvation Army, Baton Rouge Parks and Recreation (BREC) Foundation, St. James School in Baton Rouge, the Baton Rouge Country Club, and Catholic Charities. At LSU, he has held positions on the Tiger Athletic Foundation Board, is a member of the Humanities and Social Sciences board, and is also a member of the LSU Alumni Association.

He is also a long-time football season ticket holder and suite holder in Tiger Stadium. Beau Box is an avid fan of LSU sports, but more than that, he is a great supporter of LSU in both academics and athletics.

In recognition of his devotion to LSU and his generosity, the LSU Athletic Department would like to acknowledge and name the special teams meeting room in the newly renovated Football Operations Center the "Beau J Box Special Teams Meeting Room".

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

The Director of LSU Athletics and the LSU A&M Naming Committee have approved this request. The Office of Academic Affairs has also given approval.

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to Name the Beau J. Box Special Teams Meeting Room.



Board of Supervisors

Request from LSU A&M to Name the Andrew L. Yates & Christopher J. Cedotal Wide Receiver Meeting Room

Date: March 5, 2021

1. Bylaw Citation

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

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

2. Summary of Matter

Andrew Yeates is a Louisiana native and a lifelong LSU fan. Andrew attended Louisiana State University for his undergraduate studies and law school. Since 2013, Andrew has been the CEO of Physicians Group laboratories, LLC (PGL), serving with his business partner, Chris Cedotal. PGL has grown into one of the South's largest molecular and diagnostic labs. Andrew plans to continue to support LSU and TAF through philanthropy for many years to come.

Christopher Cedotal is a native of Zachary, Louisiana. Chris attended the University of Louisiana at Lafayette and Troy University in Alabama, but his passion for LSU Athletics has never wavered. Chris and his business partner, Andrew Yeates, have had the opportunity to start and grow a leading clinical diagnostics company in Louisiana that has helped thousands of patients across our great state. This venture has afforded them both the ability to give back to LSU, not only to athletics, but to students as well. Chris's goal is to continue helping young athletes and students from LSU to groom the leaders of tomorrow.

Because of their generosity, the LSU Athletic Department would like to acknowledge and name the wide receiver meeting room in the newly renovated Football Operations Center the "Andrew L. Yates & Christopher J. Cedotal Wide Receiver Meeting Room".

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

The Director of LSU Athletics and the LSU A&M Naming Committee have approved this request. The Office of Academic Affairs has also given approval.

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to Name the Andrew L. Yates & Christopher J. Cedotal Wide Receiver Meeting Room.



Board of Supervisors

FINANCE COMMITTEE

BOARD OF SUPERVISORS MEETING | MARCH 5, 2021



Board of Supervisors

Request from from LSU Alexandria to Approve Course Fees as Part of the Aviation Management Degree Program

Date: March 5, 2021

1. Bylaw Citation

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

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

2. Summary of Matter

LSUA is seeking the approval of ten (10) course fees for each course within the Professional Aviation Program that is currently under development as outlined. The Board of Supervisors previously approved tentative fees for two of these courses at the June 2018 meeting; however, now that the program is further along in the development, approval is sought for all ten courses. The program is anticipated to launch in Fall 2021. With an expected shortage of commercial pilots in the next 10 years, this program will prepare students for careers in aviation and fill a need in the industry.

The course fees proposed here are direct pass-throughs to the FAA-approved partner flight school and are subject to change in the future. As part of this approval, and the subsequent legislative approval, LSU is seeking the ability to adjust these course fees in the future to reflect actual costs of the flight school. The amounts assessed to students of the courses will remain consistent with the actual fees charged by the partner flight school.

Professional Aviation Course Fees

LSUA is finalizing plans to offer a degree concentration in Professional Aviation. The program will be offered in collaboration with an FAA-approved, Part 141 regional flight school that is opening a site at England Airpark in Alexandria, Louisiana. To cover direct expenses associated with training that will be provided by the flight school, LSUA must assess a flat fee with some courses associated with the flight training. These fees cover dual and solo flight hours; pre- and post-flight instruction; and aircraft fuel and maintenance. The fee structure of this program will be advertised and made available to all students entering the program, as there is a significant cost attached to flight training.

Course fees requested for each course are listed below:

Course #	Course Title	Course Fee
AVIA 1010	Private Pilot Flight I	\$4,600
AVIA 1011	Private Pilot Flight II	\$4,600
AVIA 2010	Instrument Pilot Flight I	\$4,900
AVIA 2011	Instrument Pilot Flight II	\$4,900
AVIA 3010	Commercial Pilot Flight I	\$16,648

AVIA 3011	Commercial Pilot Flight II	\$16,648
AVIA 4010	Multi-Engine Flight	\$5,480
AVIA 4030	Flight Instructor	\$7,350
AVIA 4035	Flight Instructor Instrument	\$4,680
AVIA 4040	Multi-Engine Flight Instructor	\$5,480

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

Annual gross and net revenue estimates are uncertain at this time. Revenue will be based solely on the number students registered in the associated course(s) and will be used to cover all expenses related to the course offering. Course fee revenue will be restricted to expenses directly associated with each course offering as well as flight instruction and flight school costs.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

Not applicable.

7. Parties of Interest

LSU Alexandria.

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. Aviation Concentration Fact Sheet
2. Aviation Course Fee Listing

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("Board") that the Board approves the proposed course fees associated with the Aviation Management program; and,

BE IT FURTHER RESOLVED by the Board authorizes the President of LSU, or his designee, to make any adjustments necessary in the future to keep these course fees consistent with the actual amounts charged by the FAA-approved partner flight school, pending legislative approval.



LSUA Professional Aviation Program: Fact Sheet

1. LSUA is currently developing a Professional Aviation program for students who wish to pursue flying as a career and who require the knowledge and skills needed to become competent, ethical, safety-conscious aviation professionals. The university hopes to launch the program in Fall 2021.
2. Upon graduation from the program, students will have completed requirements for and earned the following FAA certifications and ratings:
 - Private Pilot Certificate
 - Instrument Pilot Rating
 - Commercial Pilot Certificate
 - Flight Instructor Certificate and Flight Instructor-Instrument Certificate
 - Multi-Engine Rating and Multi-Engine Flight Instructor Certificate
3. Graduates will be well-positioned to pursue careers as commercial pilots, flight school instructors, airport operations officers, and airport planning managers, and to assume a variety of leadership roles in the airline industry.
4. The development of LSUA's program is very timely as commercial pilots are currently in great demand, with industry experts predicting a shortfall of 15,000 US pilots over the next 10 years.
5. Commercial pilot salaries, which were stagnant during the 1990s and 2000s, are predicated to rise significantly as a result of increased demand. The prospect of generous salaries and compensation packages means that students who enroll in professional aviation programs can be assured of a return on their substantial financial investment in education and training.
6. The need for a professional aviation program in Central Louisiana has been communicated to LSUA by Sandra McQuain, the Executive Director of England Airpark/Alexandria International Airport. She and her associates have played an active role in helping LSUA to develop the program and plan its implementation.
7. The planned degree program, which will be offered at the baccalaureate-level, will include 27 hours of flight and ground instruction, covering Private Pilot, Instrument Pilot, Commercial Pilot, Multi-Engine Pilot and Instructor Pilot. In addition, the program will require 30 hours of more academically-orientated aviation courses that address topics such as Aviation Law, Air Carrier Operations, Aerodynamics, Human Factors in Aviation, and Aviation Safety. Students in the program will also take 39 hours of General Education courses, a requirement common to all baccalaureate degrees offered by LSUA.
8. Program students will take flight courses with Acadian Aviation, an FAA-approved Part 141 flight school that operates at England Airpark. Additional support and resources for the program will be provided by the England Airpark Authority. All other program courses, including ground courses, will be offered on the LSUA campus.
9. Each of the eight flight courses will have course fees attached. The revenue generated by the fees will be used to reimburse Acadian Aviation for flight instruction, fuel charges, and aircraft maintenance. There will be zero profit margin for LSUA on these fees. A detailed outline of proposed course fees is attached to this document.
10. Regular tuition and fees for program students will be the same as assessed for any other full-time LSUA students who are residents of Louisiana: \$3,465.95 per semester (12 hours).

Professional Aviation Course Fees

LSUA is finalizing plans to offer a degree concentration in Professional Aviation. The program will be offered in collaboration with an FAA-approved, Part 141 regional flight school that is opening a site at England Airpark. To offset expenses associated with the training that will be provided by the flight school, LSUA is seeking approval of course fees for several flight courses: These fees cover dual and solo flight hours; pre and post flight instruction; and aircraft fuel and maintenance. Courses and fees requested for each course are listed below:

AVIA 1010 Private Pilot Flight I

Lec.0 Lab.2 Cr. 1

Prerequisite: concurrent enrollment in AVIA 1001. Students must enroll in this course while pursuing a private pilot's certificate from an approved flight school. Credits will be awarded upon receipt of verification that 13 of the 35 required flight hours have been completed. Pass/No Credit.

Course Fee: \$4600

AVIA 1010 Private Pilot Flight II

Lec.0 Lab.2 Cr. 1

Prerequisite: AVIA 1001 and AVIA 1010. Students must enroll in this course while pursuing a private pilot's certificate from an approved flight school. Course credits will be awarded upon receipt of a copy of the student's Private Pilot Certificate. Pass/No Credit.

Course Fee: \$4600

AVIA 2010 Instrument Pilot Flight I

Lec. 0 Lab. 2 Cr. 1

Prerequisite: Possession of Private Pilot Certificate; concurrent enrollment in AVIA 2001. Students must enroll in this course while pursuing an instrument pilot rating from an approved flight school. Credits will be awarded upon receipt of verification that 13 of the 35 required flight hours have been completed. Pass/No Credit. Course fee.

Course Fee = \$4900

AVIA 2011 Instrument Pilot Flight II

Lec. 0 Lab. 2 Cr. 1

Prerequisites: Possession of Private Pilot Certificate; AVIA 2010; concurrent enrollment in AVIA 2002. Students must enroll in this course while pursuing an instrument pilot rating from an approved flight school. Credits will be awarded upon receipt of a copy of the student's Instrument Pilot Rating. Pass/No Credit. Course fee.

Course Fee = \$4900

AVIA 3010 Commercial Pilot Flight I

Lec. 0 Lab. 4 Cr. 2

Prerequisites: Possession of Private Pilot Certificate with Instrument Pilot Rating; concurrent enrollment in AVIA 3001. Students must enroll in this course while pursuing a commercial pilot's certificate from an approved flight school. Credits will be awarded upon receipt of verification that 57.5 flight hours of Commercial flight training have been completed. Pass/No Credit. Course fee.

Course Fee = \$16,648

AVIA 3011 Commercial Pilot Flight II

Lec. 0 Lab. 4 Cr. 2

Prerequisites: Private Pilot Certificate with Instrument Pilot Rating; AVIA 3010. Students must enroll in this course while pursuing a commercial pilot's certificate from an approved flight school. Credits will be awarded upon receipt of a copy of the student's Commercial Pilot Certificate. Pass/No Credit.

Course Fee = \$16,648

AVIA 4010 Multi-Engine Flight**Lec. 0 Lab.3 Cr. 1**

Prerequisites: Possession of Commercial Pilot Certificate with Instrument Pilot Rating; AVIA 3011; concurrent enrollment in AVIA 4001. Students must enroll in this course while pursuing a commercial pilot's certificate from an approved flight school. Credits will be awarded upon receipt of a copy of the student's Multi-Engine Rating. Pass/No Credit.

Course Fee = \$5480**AVIA 4030 Flight Instructor****Lec. 0 Lab.2 Cr.1**

Prerequisites: Possession of Commercial Pilot Certificate with Instrument Rating; concurrent enrollment in AVIA 4021. Students must enroll in this course while pursuing a flight instructor's certificate and flight instructor-instrument certificate from an approved flight school. Credits will be awarded upon receipt of a copy of the student's Flight Instructor Certificate. Pass/No Credit.

Course Fee = \$7,350**AVIA 4035 Flight Instructor Instrument****Lec. 0 Lab.2 Cr.1**

Prerequisites: Possession of Flight Instructor Certificate. Students must enroll in this course while pursuing a flight instructor-instrument certificate from an approved flight school. Credits will be awarded upon receipt of a copy of the student's Flight Instructor Instrument Certificate. Pass/No Credit.

Course Fee = \$4680**AVIA 4040 Multi-Engine Flight Instructor****Lec. 0 Lab.2 Cr.1**

Prerequisites: Possession of Flight Instructor Certificate. Students must enroll in this course while pursuing a multi-engine flight instructor certificate from an approved flight school. Credits will be awarded upon receipt of a copy of the student's Flight Instructor Certificate. Pass/No Credit.

Course Fee = \$5480



Board of Supervisors

Request from LSU Health Sciences Center - Shreveport for Approval to Waive Fees for Specific Financial Aid Programs

Date: March 5, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1L

L. Other Significant Matters

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

2. Summary of Matter

The LSU Health Sciences Center Shreveport is seeking approval to amend three tuition waivers programs for the School of Medicine to allow for the waiving of the non-resident fee. On March 22, 2018, the Board approved three tuition waiver programs: the Academic Achievement Tuition Waiver, the Underrepresented Ethnic or Racial Group Tuition Waiver, and the Disadvantaged Background Tuition Waiver. Sometimes the programs are collectively known as the Chancellor Tuition Waivers. LSUHSC-Shreveport is requesting the authority to also waive the non-resident fee for successful candidates who may not qualify for residency status. The program also serves the institutional goal of having a class that is more diverse in their circumstances and experiences.

For students in the School of Medicine in AY2020-21, the resident tuition rate is \$28,591.75, activity and other fees are \$751.50, and the non-resident fee is \$31,822.

The LSU Health Sciences Center Shreveport School of Medicine is a highly competitive MD training program receiving applications from top students from around the country. The HSC is actively recruiting the best students within the state of Louisiana and across the country to choose our institution over others. Highly recruited individuals have expressed that the non-resident fee is a significant barrier to them choosing to attend our institution. Waiving this fee will allow us to be more competitive in recruiting the best candidates to attend the LSUHSC-S School of Medicine, especially those who come from disadvantaged backgrounds or underrepresented minorities.

The Liaison Committee on Medical Education (LCME), our accrediting body, factors our campus diversity into the accreditation process. Amending these waivers would assist the campus in complying with LCME's criteria.

3. Review of Business Plan

N/A

4. Fiscal Impact

The fiscal impact is expected to be \$95,466, which the campus deems to be an advantageous expenditure. The cost per student for the non-resident fee in FY21 is \$31,822. The LSUHSC-Shreveport is seeking approval for one non-resident waiver for each financial aid program. Total fiscal impact for three (3) students equals \$95,822 per year.

Financial Aid Program	Non-Resident Fee	Number of Waivers Requested	Fiscal Impact
Academic Achievement Tuition Waiver	\$31,822	1	\$31,822
Underrepresented Ethnic or Racial Group Tuition Waiver	\$31,822	1	\$31,822
Disadvantaged Background Tuition Waiver	\$31,822	1	\$31,822
Total	N/A	3	\$95,466

5. Description of Competitive Process

The awards would be made in the same process as currently in use. An ad hoc committee to the School of Medicine Admission Committee selects the recipients. The ad hoc committee is chaired by the Associate Dean for Diversity and Student Affairs and consist of no less than three (3) members of the School of Medicine Admission Committee. The School of Medicine Dean appoints Admission Committee members who are not term limited. Recipients are selected on varying degrees of three criteria: academic success, demonstrated leadership, community health professions involvement.

6. Review of Legal Documents

N/A

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

Attachments: I. Letter from Chancellor Ghali to the President

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize the LSU Health Sciences Center in Shreveport to exempt or waive the non-resident fee for one recipient of the Academic Achievement Tuition Waiver, the Underrepresented Ethnic or Racial Group Tuition Waiver, and the Disadvantaged Background Tuition Waiver programs.

Health Sciences Center

Office of the Chancellor

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

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

February 24, 2021

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

Dear President Galligan:

LSUHSC Shreveport is requesting Board of Supervisors approval to include out-of-state fees for 1 of each of the 3 types of Chancellor Tuition Waivers (e.g., Academic, Underrepresented, and Underprivileged). There are a total of 10 Chancellor Tuition Waivers that are awarded to incoming medical students at LSUHSC Shreveport. This proposal would allow us to recruit outstanding medical students for each of the Chancellor Tuition Waivers who may not be from Louisiana. The proposal would, therefore, cover not only the in-state tuition, but the out-of-state tuition fees as well. It would be limited to 1 of each of the 3 types of Chancellor Tuition Waivers.

Sincerely,



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



Board of Supervisors

PROPERTY & FACILITIES COMMITTEE

BOARD OF SUPERVISORS MEETING | MARCH 5, 2021



Board of Supervisors

Request from LSU A&M to Amend the LSU Foundation Office Building Lease

Date: March 5, 2021

1. Bylaw Citation

Pursuant to Article VII, Sec. 1:

C.1 The lease of any immovable property potentially for a term longer than 5 years

2. Summary of Matter

In 2013, LSU leased land for the construction of the LSU Foundation (Foundation) office building, what has become the LSU Foundation Center for Philanthropy. The Foundation successfully constructed the building and has been occupying it since August 2016, to the great benefit of LSU. LSU colleges and other budget units make regular use of conference rooms and other parts of the building, which the Foundation provides at no charge.

When the lease was originally executed, the design of the building was not yet completed, and the amount of land leased was larger than the anticipated footprint of the building, to accommodate final decisions regarding the precise location of the building. The lease provided that, after completion of the building, LSU and the Foundation would amend the lease to reduce the leased area to the footprint of the improvements made by the Foundation.

Accordingly, LSU proposes to amend the lease to amend the description of the leased premises to the footprint of the Foundation's improvements, as shown on the diagram attached.

3. Review of Business Plan

As a result of the reduced lease footprint, LSU is also taking responsibility for maintaining the grounds outside the Foundation. The additional cost of doing so is nominal, given LSU's extensive grounds-keeping operations on that part of campus already.

4. Fiscal Impact

There is no significant fiscal impact caused by this amendment.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The draft amendment has been reviewed by the LSU Office of General Counsel.

7. Parties of Interest

LSU
LSU Foundation
Foundation Office Building, LLC (the Foundation entity which owns the building)

8. Related Transactions

None.

9. Conflicts of Interest

None known.

10. Attachments

1. Transmittal Memo
2. Draft Second Amendment to Ground Lease for Construction of the LSU Foundation Office Building

RESOLUTION

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 a Second Amendment to Ground Lease for Construction of the LSU Foundation Office Building with Foundation Office Building, LLC, with the amendment containing such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.




CAMPUS CORRESPONDENCE

To: Thomas C. Galligan, Jr., LSU Interim President **Date:** February 11, 2021

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

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

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

Re: Board of Supervisors Agenda, March 5, 2021
Request from LSU A&M to Amend the Foundation Office Building Lease

This request will authorize the President of LSU, or designee, to execute a Second Amendment to Ground Lease for Construction of the LSU Foundation Office Building.

I recommend that this item be included on the agenda for the March 5, 2021 LSU Board of Supervisors meeting.

SECOND AMENDMENT TO GROUND LEASE FOR CONSTRUCTION OF THE LSU FOUNDATION OFFICE BUILDING

THIS SECOND AMENDMENT TO GROUND LEASE AGREEMENT FOR CONSTRUCTION OF THE LSU FOUNDATION BUILDING (“Second Amendment”) is entered into as of the _____ day of _____, 2021,

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

and

FOUNDATION OFFICE BUILDING, LLC (“Company”), a Louisiana limited liability company organized by its sole member, the LSU Property Foundation, and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, herein appearing through and represented by Robert M. Stuart, its duly authorized manager,

provides as follows:

WHEREAS, Board and Company have previously entered into a Ground Lease for Construction of the LSU Foundation Office Building, effective November 8, 2013, and the First Amendment and Restated Ground Lease Agreement for Construction of the LSU Foundation Office Building, effective December 10, 2013 (collectively, the “Ground Lease”) for the construction of the LSU Foundation Office Building (the “Building”) on property owned by the Board, as more fully described on Exhibit “A” to the Ground Lease;

WHEREAS, Board and Company contemplated in the Ground Lease (see definition of “Land” in the Certain Terms Defined section) that after completion of construction of the Building, the Ground Lease would be amended to reduce the leased land area to the footprint of the Improvements constructed by Company; and

WHEREAS, Company and LSU mutually desire to amend the Ground Lease to amend the description of the “Land” or “Ground Lease Area” to include only the area shown on the diagram attached hereto as Exhibit A:

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements which follow, the parties agree to amend the Ground Lease as follows:

SECTION 1: Exhibit A of the Ground Lease shall be replaced in its entirety with Exhibit A of this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date first written above.

WITNESSES:

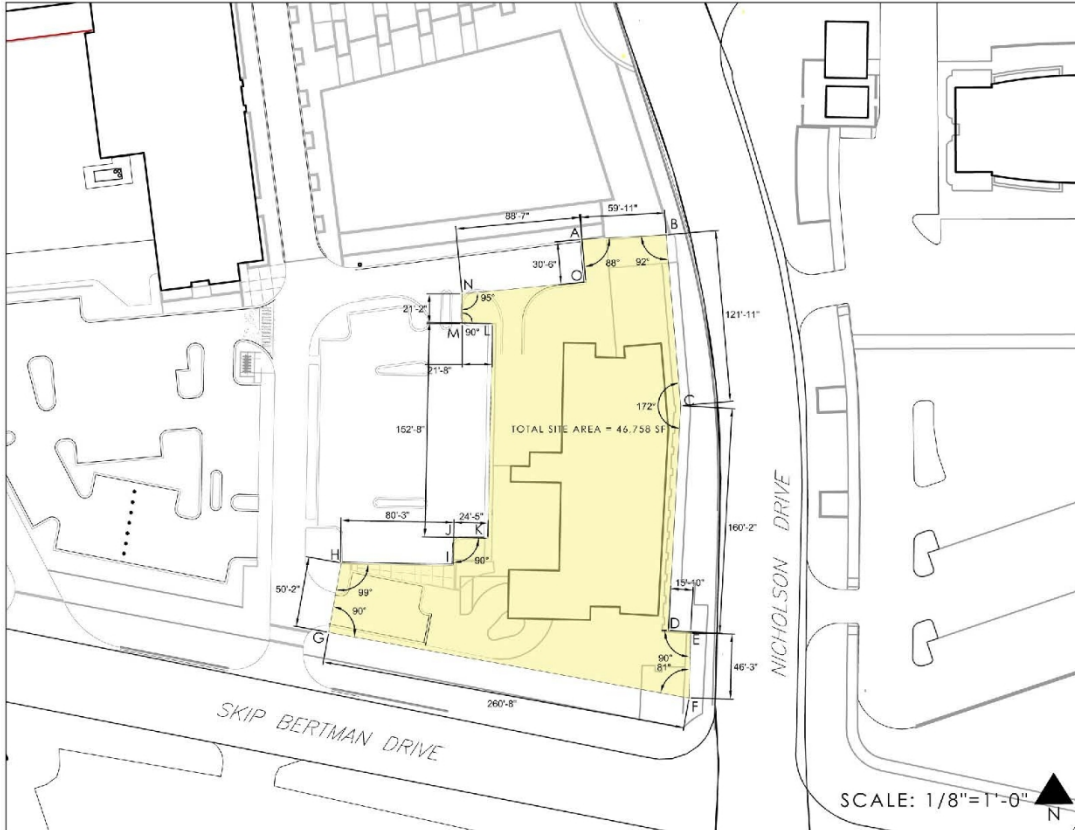
**BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE**

By: _____
Thomas C. Galligan, Jr., President of LSU

FOUNDATION OFFICE BUILDING, LLC

By: _____
Robert M. Stuart, Jr., Manager

**Exhibit A to Second Amendment to
Ground Lease for Construction of the LSU Foundation Office Building**



POINT DATA:

- A. N86° 57'16"E
- B. S4° 56'11"E
- C. S3° 9'32"W
- D. S87° 40'36"E
- E. S1° 14'9"W
- F. N79° 45'22"W
- G. N10° 14'38"E
- H. S88° 47'6"E
- I. N1° 12'27"E
- J. S88° 47'33"E
- K. N1° 12'27"E
- L. W
- M. N1° 12'27"E
- N. N84° 35'31"E
- O. N5° 12'14"W

FOUNDATION BUILDING AREA

GROUND LEASE AREA



Board of Supervisors

Request from LSU A&M to Amend the Ground Lease with the LSU Research Foundation

Date: March 5, 2021

1. Bylaw Citation

Pursuant to Article VII, Sec. 1:

C.1 The lease of any immovable property potentially for a term longer than 5 years

2. Summary of Matter

In January 2020, LSU and the LSU Research Foundation (LSURF) entered into a Cooperative Endeavor Agreement that, among other things, subsumed and replaced a Ground Lease for the land on which the Louisiana Emerging Technology Center (LETC) is constructed, which had been in place since August 2003.

When the original Ground Lease was executed, the design of the LETC building was not yet completed, and the amount of land leased was larger than the anticipated footprint of the building, to accommodate final decisions regarding the precise location on site of the building. It was contemplated that, in the future, the parties would amend the lease to reduce the leased area to the footprint of the LETC building itself.

Accordingly, LSU proposes to amend the lease to amend the description of the leased premises to the footprint of the LETC building and its external mechanical systems, as shown on the diagram attached.

3. Review of Business Plan

As a result of the reduced lease footprint, LSU is taking responsibility for maintaining the grounds outside the building. The additional cost of doing so is nominal, given LSU's extensive grounds-keeping operations on that part of campus already.

4. Fiscal Impact

There is no significant fiscal impact anticipated from this amendment.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The draft amendment has been reviewed by the LSU Office of General Counsel.

7. Parties of Interest

LSU
LSU Research Foundation

8. Related Transactions

None.

9. Conflicts of Interest

None.

10. Attachments

1. Transmittal Memo
2. Draft Amendment to Cooperative Endeavor

RESOLUTION

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 a First Amendment to the Cooperative Endeavor Agreement between LSU and the LSU Research Foundation dated January 10, 2020, with the amendment containing such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.




CAMPUS CORRESPONDENCE

To: Thomas C. Galligan, Jr., LSU Interim President **Date:** February 11, 2021

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

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

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

Re: Board of Supervisors Agenda, March 5, 2021
Request from LSU A&M to Amend the Ground Lease with the LSU Research Foundation

This request will authorize the President of LSU, or designee, to execute a First Amendment to the Cooperative Endeavor Agreement between LSU and the LSU Research Foundation dated January 10, 2020 that, among other things, subsumed and replaced a Ground Lease for the land on which the Louisiana Emerging Technology Center (LETC) is constructed, which had been in place since August 2003.

I recommend that this item be included on the agenda for the March 5, 2021 LSU Board of Supervisors meeting.

FIRST AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT WITH LSU RESEARCH FOUNDATION

THIS FIRST AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT WITH LSU RESEARCH FOUNDATION (“First Amendment”) is entered into as of the _____ day of _____, 2021,

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

and

LSU Research Foundation (“LSURF”), a Louisiana non-profit corporation, domiciled in the Parish of East Baton Rouge, herein appearing through and represented by Tony Lombardi, its interim Chief Executive Officer,

provides as follows:

WHEREAS, Board and LSURF have previously entered into a Cooperative Endeavor Agreement, effective January 10, 2020 (the “CEA”), which provided for, among other things, the lease of land from LSU to LSURF for the construction and operation of the Louisiana Emerging Technology Center (“LETC”) building, as more fully described on Exhibit “A” to the CEA;

WHEREAS, Board and LSURF (and LSURF’s predecessors in title) have always contemplated that after completion of construction of the LETC building, the agreement providing for the lease of the land would be amended to reduce the leased land area to the footprint of the LETC building itself; and

WHEREAS, LSURF and LSU mutually desire to amend the CEA to amend the description of the “Land” or “Ground Lease Area” to include only the area shown on the diagram attached hereto as Exhibit A:

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

SECTION 1: Exhibit A of the CEA shall be replaced in its entirety with Exhibit A of this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Cooperative Endeavor Agreement as of the date first written above.

WITNESSES:

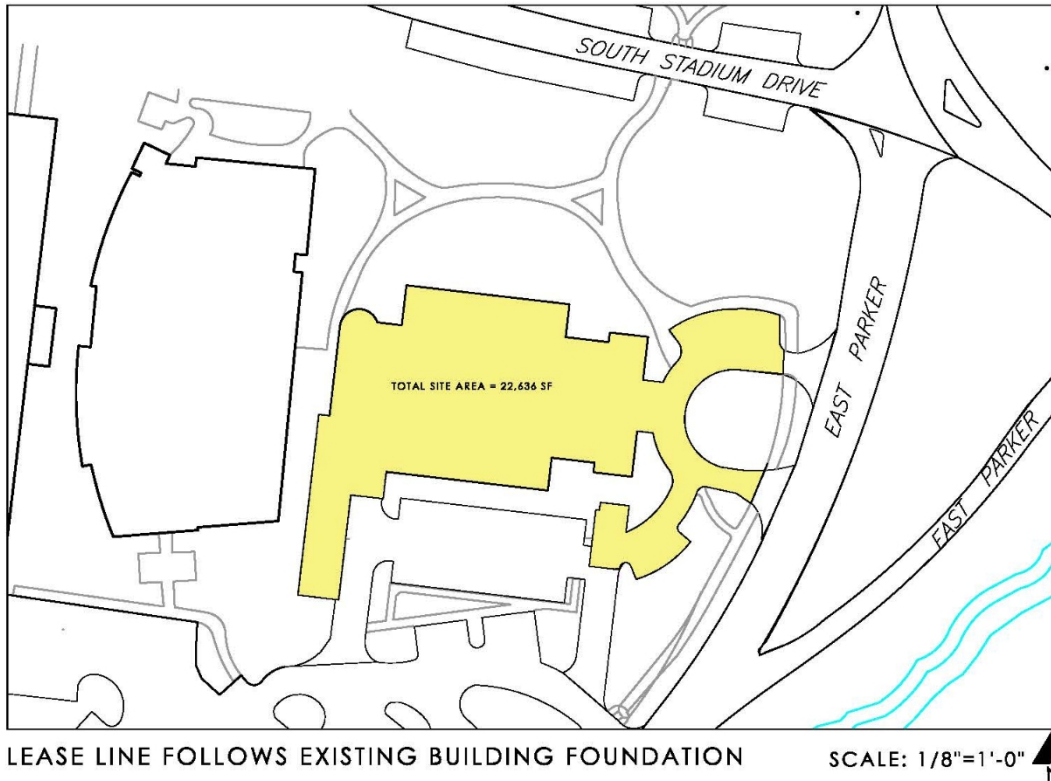
**BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE**

By: _____
Thomas C. Galligan, Jr., President of LSU

LSU Research Foundation

By: _____
Tony Lombardo, interim CEO

**Exhibit A to First Amendment to
Cooperative Endeavor Agreement with LSU Research Foundation**



LETC BUILDING AREA

GROUND LEASE AREA



Board of Supervisors

Request from LSU A&M to Consent to Financing by Chi Omega

Date: March 5, 2021

1. Bylaw Citation

Pursuant to Agreement and Act of Lease between LSU and Chi Omega:

2.h No assignment without consent of LSU

2. Summary of Matter

Chi Omega sorority has a lease with LSU, on which their house is located. Chi Omega's house is aging, and they plan to make major renovations. As a first step toward making those renovations, they intend to engage an architect to draw up plans and a budget for the renovations. To fund this endeavor, they seek to borrow approximately \$500,000 secured by a mortgage of their house and their leasehold rights with LSU. Under the terms of the lease, the consent of LSU is required for any sale, assignment, sublease, or any other transfer of rights to the building and lease interests.

LSU will have no liability for any debt incurred by Chi Omega, and the rights of any creditor will be subordinate in all respects to the terms of the LSU lease.

Once the project has been designed and a funding mechanism for the renovation construction has been identified, Chi Omega will obtain final approvals from LSU prior to beginning that construction or entering into any financing arrangement for that construction. In accordance with normal LSU policies and state law, all construction designs, plans, and specifications must be approved by LSU.

3. Review of Business Plan

The Phi Gamma of Chi Omega House Corporation ("Chi Omega") will borrow \$500,000 from ServisFirst Bank. The debt will be solely the responsibility of Chi Omega; LSU is not a party to the loan and will have no legal liability for the debt. The debt will be secured by a Leasehold Mortgage of the rights Chi Omega has from LSU pursuant to its Agreement and Act of Lease dated February 9, 1965.

4. Fiscal Impact

LSU has no financial interest in this project, but it is expected to enhance the residential environment of those students who are members of Chi Omega.

5. Description of Competitive Process

N/A. Chi Omega, a private entity, is solely responsible for obtaining this financing.

6. Review of Legal Documents

The attached Consent to Leasehold Mortgage is based on prior templates prepared by LSU staff and counsel for similar transactions. It has been reviewed by the LSU Office of General Counsel.

7. Parties of Interest

LSU
Phi Gamma of Chi Omega House Corporation
Chi Omega

8. Related Transactions

Chi Omega expects to seek future approvals from LSU for final construction plans and financing arrangements.

9. Conflicts of Interest

None.

10. Attachments

1. Transmittal Memo
2. Draft Consent to Leasehold Mortgage

RESOLUTION

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 Leasehold Mortgage related to financing being sought by Phi Gamma of Chi Omega House Corporation from ServisFirst Bank or such other financing entity as it may designate as required by the terms of its Agreement and Act of Lease with LSU dated February 9, 1965 and to provide any other approvals or authorizations necessary for this project.

BE IT FURTHER RESOLVED that any reference herein to Chi Omega or Phi Gamma of Chi Omega House Corporation shall include any special purpose entity formed and controlled by Chi Omega for the purpose of furthering this transaction.




CAMPUS CORRESPONDENCE

To: Thomas C. Galligan, Jr., LSU Interim President **Date:** February 11, 2021

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

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

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

Re: Board of Supervisors Agenda, March 5, 2021
Request from LSU A&M to Consent to Financing by Chi Omega

This request will authorize the President of LSU, or designee, to execute and deliver a Consent to Leasehold Mortgage related to financing being sought by the Phi Gamma of Chi Omega House Corporation.

I recommend that this item be included on the agenda for the March 5, 2021 LSU Board of Supervisors meeting.

CONSENT TO LEASEHOLD MORTGAGE

This Consent to Leasehold Mortgage (this “Consent”) is made as of the ____ day of March, 2021, by the BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), appearing herein through the undersigned.

Background

This Consent is given based upon the following understandings:

A. LSU and Phi Gamma of Chi Omega House Corporation (the “Corporation”), entered into that certain Amended and Restated Agreement and Lease of Property for Construction of a Fraternity House, dated as of September 2, 1965 (the “Ground Lease”). The Ground Lease provided that the Corporation would take possession of the leased property described on Exhibit “A” attached hereto (the “Property”). The Ground Lease was recorded as Original 7, Bundle 5833, official records of East Baton Rouge Parish, Louisiana.

B. Pursuant to the terms of the Ground Lease, LSU leased the Property to the Corporation for the purpose of permitting construction and operation of a Chi Omega Fraternity House (the “Building”) and related improvements. In accordance with applicable provisions of the Ground Lease, including Section 3(h), the Corporation is prohibited from assigning or transferring any interest in the Ground Lease without the “prior written consent of LSU”.

C. ServisFirst Bank (“Bank”) has agreed to provide financing to the Corporation in a principal amount not to exceed Five Hundred Thousand and no/100 (\$500,000.00) Dollars (the “Loan”), to be secured by collateral including: a first priority multiple indebtedness mortgage and assignment of leases and rents (the “Leasehold Mortgage”) affecting the Corporation’s leasehold interest in the Property, the Ground Lease, any tenant leases executed by the Corporation and other immovable and moveable property including but not limited to the Corporation’s interest in furniture, fixtures and equipment and related rights in the Building, but not including LSU’s interest in the Property. The purpose of the Loan is to finance soft costs related to the additions and renovations of the Building (the “Loan Purpose”).

D. In accordance with the applicable terms of the Ground Lease, including but not limited to Section 3(h) thereof, the Corporation and Bank have requested that LSU consent to the financing arrangements between the Corporation and Bank including but not limited to the Corporation’s grant of a mortgage on the Corporation’s leasehold estate and other rights and property of the Corporation as collateral security for the Loan.

E. LSU desires to consent to the financing arrangements agreed to by the Corporation and Bank, including the Leasehold Mortgage, under the terms and conditions set forth in this Consent.

Consent

1. LSU hereby consents to arrangements made by the Corporation with Bank for financing of the Loan Purpose including by not limited to the Leasehold Mortgage, subject to the following:

(a) The Leasehold Mortgage and all rights acquired pursuant thereto shall be subject and subordinate to each and all of the terms, covenants, conditions and obligations in the Ground Lease and any subsequent amendments thereto executed with the consent of LSU, the Corporation and Bank;

(b) Proceeds of the Loan secured by the Leasehold Mortgage shall be used solely to finance a portion of the costs of the Loan Purpose;

(c) The Corporation and Bank shall not agree to any material amendment or modification of the terms of the Promissory Note evidencing the Loan, the Leasehold Mortgage, or other collateral security documents related to the Loan without the written consent of LSU.

(d) The Corporation shall, within ten (10) days of the granting of the Leasehold Mortgage, provide to LSU the name and address of the holder of the Leasehold Mortgage and copies of any documents evidencing the Leasehold Mortgage and related financing arrangements that LSU may reasonably require in order to determine the rights of and the Corporation's obligations to the holder.

2. The Corporation appears herein to accept and acknowledge this Consent.

Signed at Baton Rouge, Louisiana, in duplicate counterparts which, when taken together, shall constitute a single instrument, as of the date set forth above.

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

**PHI GAMMA OF CHI OMEGA
HOUSE CORPORATION**

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

By: _____
Print: _____
Its: _____

EXHIBIT A – PROPERTY DESCRIPTION

A certain lot or parcel of ground comprising a portion of the Louisiana State University Campus, Parish of East Baton Rouge, State of Louisiana, together with all improvements thereon and all rights, ways, privileges, and servitudes thereunto belonging to or in anywise appertaining, and being more particularly described as Lot No. Sixteen (16) of the new Sorority Lots as shown on map of survey made by C. Carter Brown, date June 25, 1964, and revised October 7, 1964, entitled, “Louisiana State University Subdivision of Sorority Area.”



Board of Supervisors

HEALTHCARE & MEDICAL EDUCATION COMMITTEE

BOARD OF SUPERVISORS MEETING | MARCH 5, 2021

MEMORANDUM OF UNDERSTANDING (MOU)
For Intercampus Services between
Louisiana State University Health Sciences Center-Shreveport (“LSUHSC-S”)
And
Louisiana State University Health Sciences Center-New Orleans, School of Nursing
(“LSUHSC-NO”)

This Memorandum of Understanding ("MOU") is effective this **10th** day of **December 2020**, by and between the **Louisiana State University Health Sciences Center- Shreveport ("LSUHSC-S")**, and the **Louisiana State University Health Sciences Center- New Orleans ("LSUHSC-NO") School of Nursing**.

At various times throughout this MOU, LSUHSC-S and LSUHSC-NO are individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, the Parties desire to collaborate and cooperate with each other for the public purpose of expanding the Doctor of Nursing Practice Nurse Anesthesia Program at LSUHSC-NO by increasing the class size to accommodate approximately ten additional students who will conduct their clinical training at LSUHSC-S;

WHEREAS, the Parties seek to remedy the severe shortage of nurses in Louisiana;

WHEREAS, the Parties desire to work together to expand the availability of undergraduate and graduate nursing programs in North Louisiana;

WHEREAS, LSUHSC-S acknowledges that further expansion may require additional allocation of resources;

WHEREAS, the Parties desire the Dean of LSUHSC-NO School of Nursing to be the Chief Administration Officer for all nursing education programs under this collaboration;

WHEREAS, the Parties see congruence in their respective missions and seek the clear opportunity to cooperate and collaborate with each other, leveraging their respective skills and resources, creating a synergy that will advance their respective mission and goals; and

WHEREAS, the Parties fully expect and intend to receive valuable consideration that is at least as valuable as the public resources expended to effectuate this MOU.

NOW, THEREFORE, LSUHSC-S and LSUHSC-NO, each having the authority to do so, agree as follows:

ARTICLE I LSUHSC-NO’S OBLIGATIONS

1. LSUHSC-NO will make best efforts to obtain approval from the Council on Accreditation of Nurse Anesthesia Educational Programs (COA) to increase the class size in the Nurse Anesthesia Program to accommodate ten (10) additional students who will receive clinical training at LSUHSC-S.
2. LSUHSC-NO School of Nursing Dean and Nurse Anesthesia Program Director will maintain oversight of the administrative structure and curriculum and obtain required approvals from the accrediting bodies for expansion of the Doctor of Nursing Practice Nurse Anesthesia Program.

3. LSUHSC-NO will initially hire 1.50 FTE CRNA Faculty and Adjunct Faculty as needed to accommodate ten (10) additional nurse anesthesia students.
4. LSUHSC-NO faculty will travel to LSUHSC-S as needed for consultation, review, and support.
5. LSUHSC-NO will provide clinical assignment of students.
6. LSUHSC-NO will maintain academic control of the curriculum.
7. LSUHSC-NO will maintain authority over the nurse anesthesia student clinical learning experience.
8. LSUHSC-NO will maintain authority over recruitment and selection of nurse anesthesia faculty and students with input from LSUHSC-S.
9. LSUHSC-NO will collaborate to explore the expansion and/or development of undergraduate and graduate nursing programs at LSUHSC-S.
10. LSUHSC-NO will assist in planning for the establishment of a satellite nursing school at LSUHSC-S within five (5) years.

ARTICLE II LSUHSC-S'S OBLIGATIONS

1. LSUHSC-S will provide preference to LSUHSC-NO School of Nursing students for clinical training and education.
2. LSUHSC-S will recommend Certified Registered Nurse Anesthetists (CRNAs) for Faculty & Adjunct Faculty appointments and will recommend students for recruitment and selection into the Nurse Anesthesia Program.
3. For the initial year LSUHSC-S will reimburse LSUHSC-NO at 1.50 FTE for CRNA Faculty and Adjunct Faculty, including salary and fringe benefits, at fair market value commensurate with both the teaching and administrative responsibilities necessary to support the additional ten (10) students, which rate shall thereafter be reduced to 1.0 FTE, including salary and fringe benefits, at fair market value.
4. LSUHSC-S will assist and provide onsite support to the LSUHSC-NO School of Nursing Dean and Nurse Anesthesia Program Director for the expansion of the Doctor of Nursing Practice Nurse Anesthesia Program.
5. LSUHSC-S will assist with student clinical assignments to ensure students are meeting clinical case and skill requirements and provide oversight for student clinical evaluations.
6. LSUHSC-S will provide assistance with student housing.
7. LSUHSC-S will provide educational space for didactic learning and testing.
8. LSUHSC-S will reimburse LSUHSC-NO at the rates established by the Louisiana Department of Administration for reasonable travel expenses incurred by employees of LSUHSC-NO to provide consultation, review and support.

ARTICLE III General Provisions, Term, and Termination

Section 3.1 The Parties hereby acknowledge and agree that the term of this MOU shall be three (3) years beginning with the effective date of this MOU as specified above. The Parties may terminate this MOU upon mutual consent of all the Parties. A single Party may withdraw from this MOU by providing written notice to the other Parties at least 60 days prior to the effective date of any planned withdrawal.

Section 3.2 The Parties acknowledge and agree that this MOU may be amended in writing and any such amendments will be effective upon the Parties' signatures. Electronic signatures will be acceptable for this purpose.

((SIGNATURE PAGE TO FOLLOW))

Thus done and signed by the authorized representative of each party to this MOU:

**Louisiana State University
Health Sciences Center- New Orleans**
for the School of Nursing

By: Larry H. Hollier
Digitally signed by Larry H. Hollier
DN: cn=Larry H. Hollier, o=LSU Health
Sciences Center, email=llhollier@lsuhsc.edu, c=US
Date: 2021.01.28 07:14:31 -0600
Larry Hollier, M.D., FACS, FACC,
FRCS (Eng.)
Chancellor

By: Demetrius J. Porche
Digitally signed by Demetrius J.
Porche
Date: 2021.02.01 09:44:56 -06'00'
Demetrius J. Porche, DNS, PhD,
ANEF, FACHE, FAANP, FAAN
Dean

**Louisiana State University
Health Sciences Center- Shreveport**

By: _____
Ghali Ghali, DDS, MD, FACS,
FRCS(Ed)
Chancellor



Board of Supervisors

ATHLETICS COMMITTEE

BOARD OF SUPERVISORS MEETING | MARCH 5, 2021



Board of Supervisors

Request from LSU A&M to Approve Employment Contract for Mary Fran Flory, Head Volleyball Coach

Date: March 5, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1

K.3. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors

2. Summary of Matter

This resolution seeks approval of the proposed employment contract with Mary Fran Flory, effective 3/1/2021. The key terms of the proposed contract are summarized below:

<u>Contract Action</u>	<u>Term</u>		<u>Total Certain Compensation^a</u>		<u>Overall Increase</u>
	<u>Current End Date</u>	<u>Proposed End Date</u>	<u>Current</u>	<u>Proposed</u>	
Extension	2/28/2021	2/28/2023	\$173,488	\$195,000	12.4%

Notes:

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

3. Review of Business Plan

N/A

4. Fiscal Impact

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

5. Description of Competitive Process

N/A

6. Review of Legal Documents

The Office of General Counsel has reviewed the proposed contract.

7. Parties of Interest

LSU and Coach Mary Fran Flory

8. Related Transactions

N/A

9. Conflicts of Interest

None known

10. Attachments

1. Memorandum of Agreement: Mary Fran Flory , Head Volleyball Coach

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President, or his designee, to sign the contract with Mary Fran Flory as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of the 5th day of March, 2021, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU” or “University”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by Thomas C. Galligan, Jr., its duly authorized Interim President, and MARY FRAN FLORY (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “President”: The President or Interim President of LSU.
 - B. “Athletic Director”: The Director of Athletics at LSU.
 - C. “Base Salary Amount”: The annual sum of \$190,000.
 - D. “Position”: Head Coach of the Team.
 - E. “Start Date”: March 1, 2021.
 - F. “End Date”: February 28, 2023.
 - G. “Program”: The intercollegiate volleyball program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Sections 11 or 12 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, 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.
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 Athletic 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;
- 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 Athletic 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. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Senior Associate Athletic Director for Compliance;
- I. 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.
- J. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- K. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;

- L. 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;
 - M. 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 Athletic 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 Department of Athletics 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 Program and LSU;
 - P. 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;
 - Q. 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
 - R. Performing all other reasonable duties customarily performed by head coaches in similar programs at colleges or universities competing at the same level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps or clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity without the prior written approval of the President. Use of University facilities by sports camps must comply with University policy.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at

that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.

7. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided on Schedule A, which is attached to and made a part of this Agreement. Supplemental Compensation may be payable, in whole or in part, from affiliated foundation funds.
8. **Incentive Compensation.** EMPLOYEE may be entitled to Incentive Compensation in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:
 - A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 5 (Sports Camps), 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
 - B. Membership(s) in a country club, such as the University Club of Baton Rouge, provided that: (1) LSU business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (2) EMPLOYEE shall be responsible for payment of all personal charges and charges unrelated to LSU business.
 - C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$1,000 per month, or (2) to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.
 - D. EMPLOYEE will be allowed to invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or the Athletic Director's designee.

- E. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

10. Additional Revenue.

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

11. Termination and Suspension.

- A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.
 - 1. For purposes of this Section, "cause" for termination shall be defined particularly but not exclusively as:
 - a. Commission of a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person to

the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;

- b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- c. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- d. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;
- e. 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;
- f. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- g. 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 without limitation

transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;

- h. Failure to respond reasonably accurately and fully 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 to fail to so respond;
- i. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;
- j. 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;
- k. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- l. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- m. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;

- n. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
 - o. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);
 - p. Failing to report promptly to the Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
 - q. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
 - r. 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
 - s. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation (including Incentive Compensation) earned prior to the termination date. 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. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.

3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

B. Termination by LSU without Cause.

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE

liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below.

2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Post-Season Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE must notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
6. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

C. Termination by EMPLOYEE Without Cause.

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

in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.

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

D. Suspension or Other Disciplinary Action.

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

3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
 4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.
- E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.
- F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to EMPLOYEE. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

14. **Leave and Overtime.**

A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.

1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and

LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.

- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
 - C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
 - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
15. **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.
16. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
17. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
18. **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.
19. **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.
20. **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.

21. **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.

22. **“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.

23. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

[SIGNATURES ON FOLLOWING PAGE]


THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

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


By: _____
Thomas C. Galligan, Jr. Date
Interim President
Louisiana State University and
Agricultural and Mechanical College

 _____
Mary Fran Flory Date
2/14/21

RECOMMENDED:



Scott Woodward
Director of Athletics
Louisiana State University and
Agricultural and Mechanical College



Donna Torres
Interim Executive Vice President for Finance and Administration/CFO
Louisiana State University and
Agricultural and Mechanical College

SCHEDULE A
SUPPLEMENTAL TERMS FOR MARY FRAN FLORY

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

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

A. **Media Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$5,000 during each calendar year of this Agreement payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months. This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Team.

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

A. **Post-Season Incentive Compensation.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts and based on attaining the goals shown below. The maximum amount of Post-Season Incentive Compensation payable in a contract year shall be \$90,000.

1. Post-Season Incentive Compensation Goals:

a.	SEC Champion	\$ 10,000
b.	Appearance in NCAA Tournament	\$ 15,000
c.	NCAA Final 32	\$ 10,000
d.	NCAA Final 16	\$ 10,000
e.	NCAA Final 4	\$ 20,000
f.	NCAA National Champion	\$ 25,000

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

3. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.

B. **Coaching Recognition Incentive Compensation.** 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 |
| 2. | National Coach of the Year (as named by AVCA) | \$15,000 |

C. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate “APR” (as defined by the NCAA) for the Program is the minimum APR multi-year score established by the NCAA (current minimum score is 930) in any one contract year, LSU agrees to pay EMPLOYEE Academic Incentive Compensation in the amount of \$5,000 for that contract year. The Academic Incentive Compensation, if payable, shall be considered earned on the date on which the APR for LSU is released while EMPLOYEE is employed at LSU and shall be paid within 60 days of such date. To be eligible for such compensation, EMPLOYEE must be employed by LSU as of the date on which the incentives are earned.

3. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates Employment during the Term to accept other employment, EMPLOYEE will pay LSU liquidated damages of 15 percent of the Base Salary Amount per year for the remaining term of this Agreement.

4. **Supplemental Provisions.**

A. Section 14(A) of the Agreement is deleted in its entirety.

B. Consistent with the Amendment to Employment Agreement dated December 1, 2020 between LSU and EMPLOYEE, the parties agree to the following adjustments to compensation in this Agreement related to the COVID-19 pandemic:


1. From the Start Date to December 31, 2021, EMPLOYEE’s Base Salary and Supplemental Compensation shall be reduced by five percent (5%).
2. From the Start Date to August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation or Coaching Recognition Incentive Compensation.

Approved:


By: _____
Thomas C. Galligan, Jr. Date
Interim President
Louisiana State University and
Agricultural and Mechanical College

Mary Fran Flory 2/14/21
Mary Fran Flory Date

RECOMMENDED:



Scott Woodward
Director of Athletics
Louisiana State University and
Agricultural and Mechanical College



Donna Torres
Interim Executive Vice President for Finance and Administration/CFO
Louisiana State University and
Agricultural and Mechanical College



Board of Supervisors

Request from LSU A&M to Approve New Employment Contracts for Five Assistant Coaches

Date: March 5, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1

K.4. Appointments and all other personnel actions relating to Coaches other than Head Coaches with a salary of \$250,000 or above.

2. Summary of Matter

This resolution seeks approval of the new proposed employment contracts with Jacob Peetz, Deronte Jones, Blake Baker, Daniel Mangas, and Rubin Carter. The key terms of the proposed contracted are summarized below:

Name	Title	Term		Total Certain Compensation ^a
		Proposed Start Date	Proposed End Date	Proposed
Jacob Peetz	Offensive Coordinator	1/8/2021	3/31/2023	\$1,200,000
Deronte Jones	Defensive Coordinator	2/1/2021	3/31/2023	\$1,300,000
Blake Baker	Assistant Football Coach	2/3/2021	3/31/2023	\$650,000
Daniel Mangas	Assistant Football Coach	1/8/2021	3/31/2023	\$400,000
Rubin Carter	Assistant Football Coach	2/4/2021	3/31/2023	\$450,000

Notes:

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

3. Review of Business Plan

N/A

4. Fiscal Impact

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

5. Description of Competitive Process

N/A

6. Review of Legal Documents

The Office of General Counsel has reviewed the proposed contract.

7. Parties of Interest

LSU and the above named Assistant Coaches

8. Related Transactions

N/A

9. Conflicts of Interest

None known

10. Attachments

1. Memorandum of Agreement: Jacob Peetz, Offensive Coordinator
2. Memorandum of Agreement: Deronte Jones, Defensive Coordinator
3. Memorandum of Agreement: Blake Baker, Assistant Football Coach
4. Memorandum of Agreement: Daniel Mangas, Assistant Football Coach
5. Memorandum of Agreement: Rubin Carter, Assistant Football Coach

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President, or his designee, to sign the contract with Jacob Peetz, Deronte Jones, Blake Baker, Danial Mangas, and Rubin Carter as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 5th day of March, 2021, 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 Thomas C. Galligan, Jr., its duly authorized Interim President, and JACOB PEETZ (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “President”: The President or Interim President of LSU.
 - B. “Athletic Director”: The Director of Athletics at LSU.
 - C. “Base Salary Amount”: The annual sum of \$400,000.
 - D. “Position”: Offensive Coordinator for the Team.
 - E. “Start Date”: January 8, 2020.
 - F. “End Date”: March 31, 2023.
 - G. “Program”: The intercollegiate football program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, 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.
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 Athletic Director:

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Assistant Coaches at colleges or universities at the same competitive level as LSU;
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association (“NCAA”), the Southeastern Conference (“SEC”), LSU, and any other conference or Agreement (hereinafter collectively referred to as “Governing Athletics Regulations”);
- D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Senior Associate Athletic Director for Compliance;
- E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 (“PM-73”) and, 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;
- F. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. 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;
- I. 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 Athletic Director;
- J. 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;

- K. Using reasonable efforts, through due care and supervision, to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
 - L. 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; and
 - M. Performing all other reasonable duties customarily performed by Assistant Coaches at colleges or universities at the same competitive level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** EMPLOYEE shall be entitled to supplemental compensation as provided on Schedule A.
8. **Incentive Compensation.** In the event the Team participates in postseason game(s), EMPLOYEE may earn Post-Season Incentive Compensation as 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. Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement, and if payable, shall be paid within 60 days following the final postseason game in which Team participates. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation. Incentive Compensation may be available as follows and may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:

- A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
- B. Mobile communications device and service for business purposes.
- C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership; and (2) related automobile insurance.
- D. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

10. Additional Revenue.

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

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

- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

11. Termination and Suspension.

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.

- 1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:
 - a. Commission of a Level I or II violation under NCAA bylaws or commission of a material and substantial violation (or repeated Level III and/or IV violations) of other Governing Athletics Regulations, or failing to promptly report any such violation by another person to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are believed or found to be within the scope and/or meet the definition of Governing Athletics Regulations;
 - b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to follow reasonable policies and procedures established in writing by the Athletic Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
 - c. Commission of, or participation in by EMPLOYEE of any act, situation, or occurrence, which, in University’s judgment, brings EMPLOYEE into public disrepute, contempt, scandal, or ridicule or failure by EMPLOYEE to conform EMPLOYEE’s personal conduct to conventional standards of good citizenship with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon LSU’s reputation and overall primary mission and objectives, including but not limited to, acts of

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

- d. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- e. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
- f. 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;
- g. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- h. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- i. Failure to respond reasonably accurately and fully 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 to fail to so respond;
- j. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any

other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;

- k. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- l. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- m. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- n. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- o. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- p. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should

have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);

- q. Failing to report promptly to the Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
 - r. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
 - s. 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
 - t. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. 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. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

B. Termination by LSU without Cause.

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the

date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

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

C. Termination by EMPLOYEE Without Cause.

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon 30 days written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable

to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.

2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

D. Suspension or Other Disciplinary Action.

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than

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

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

E. Termination by Death or Disability. In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement

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

- F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

13. **Leave and Overtime.**

- A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-

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

1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
 2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
14. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or

representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

16. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
17. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
18. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
19. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
20. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
21. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
22. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

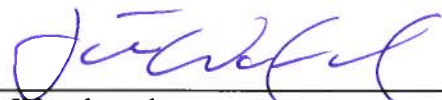
THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.


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

By: _____
Thomas C. Galligan Jr. Date
Interim President
Louisiana State University and
Agricultural and Mechanical College

 _____ 2/23/2021
Jacob Peetz Date

RECOMMENDED:

 _____
Scott Woodward
Director of Athletics
Louisiana State University and
Agricultural and Mechanical College

 _____
Donna Torres
Interim Executive Vice President for Finance and Administration/CFO
Louisiana State University and
Agricultural and Mechanical College

SCHEDULE A
SUPPLEMENTAL TERMS FOR JACOB PEETZ

This Schedule A supplements and further defines the provisions of the Employment Agreement dated March 5, 2021, entered into between LSU and EMPLOYEE to which it is attached ("Agreement"). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. **Post-Season Incentive Compensation Schedule.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Incentive Compensation under this Section shall be \$75,000 per contract year:

A. Western Division Representative SEC Championship Game \$10,000 OR

B. SEC Champion \$15,000

AND ONE OF THE FOLLOWING:

C. Non College Football Playoff (CFP) Bowl Participant \$10,000 OR

D. CFP Bowl Participant \$25,000 OR

E. CFP Semifinal Game Participant \$35,000 OR

F. CFP National Championship Game Participant \$45,000 OR

G. CFP National Champion \$60,000

2. **Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Supplemental Compensation will be paid as follows:

A. **Media Participation.** While employed under this Agreement, EMPLOYEE will learn and received Supplemental Compensation as follows:

1. Upon execution of this Agreement, EMPLOYEE shall earn and receive one-time Supplemental Compensation of \$150,000.

2. In addition to the Supplemental Compensation referenced above, and while employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation during each calendar year of this Agreement in the following annualized amounts payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months:

Start Date through March 31, 2022: \$800,000

April 1, 2022 through March 31, 2023: \$900,000

This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Team.

- B. To the extent permitted by law, EMPLOYEE may request that LSU contract with a separate legal entity, whether under the control of EMPLOYEE or not, for the performance of any services by EMPLOYEE required or authorized under this Section. The form of such contract shall be subject to the approval of LSU.

3. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates Employment during the Term to accept other employment, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:

- A. Fifty percent of all remaining Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment in a non-head coaching position with another SEC football program or Division I-A program within 500 miles of LSU; or
- B. Twenty percent of all remaining Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment as a non-head coach position other than as described above or terminates employment for any other reason; however
- C. No liquidated damages will be owed if EMPLOYEE accepts any collegiate head coaching position or any position in the National Football League.

4. **Supplemental Provisions.**

- A. EMPLOYEE shall be eligible for payment of household moving expenses subject to LSU policy and Louisiana law.
- B. If necessary, EMPLOYEE shall be eligible for temporary housing at a site chosen by the Athletic Department for a period of not more than 60 days while securing permanent accommodation.

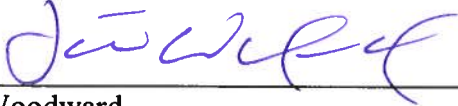
[SIGNATURES ON FOLLOWING PAGE]

Approved:


By: _____
Thomas C. Galligan Jr. Date
Interim President
Louisiana State University and
Agricultural and Mechanical College

 _____ 2/23/2024
Jacob Peetz Date

RECOMMENDED:



Scott Woodward
Director of Athletics
Louisiana State University and
Agricultural and Mechanical College



Donna Torres
Interim Executive Vice President for Finance and Administration/CFO
Louisiana State University and
Agricultural and Mechanical College

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 5th day of March, 2021, 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 Thomas C. Galligan, Jr., its duly authorized Interim President, and DARONTE JONES (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “President”: The President or Interim President of LSU.
 - B. “Athletic Director”: The Director of Athletics at LSU.
 - C. “Base Salary Amount”: The annual sum of \$400,000.
 - D. “Position”: Defensive Coordinator for the Team.
 - E. “Start Date”: February 1, 2021.
 - F. “End Date”: March 31, 2023.
 - G. “Program”: The intercollegiate football program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, 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.
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 Athletic Director:



- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Assistant Coaches at colleges or universities at the same competitive level as LSU;
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association ("NCAA"), the Southeastern Conference ("SEC"), LSU, and any other conference or Agreement (hereinafter collectively referred to as "Governing Athletics Regulations");
- D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Senior Associate Athletic Director for Compliance;
- E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 ("PM-73") and, 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;
- F. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. 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;
- I. 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 Athletic Director;
- J. 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;



- K. Using reasonable efforts, through due care and supervision, to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
 - L. 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; and
 - M. Performing all other reasonable duties customarily performed by Assistant Coaches at colleges or universities at the same competitive level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** EMPLOYEE shall be entitled to supplemental compensation as provided on Schedule A.
8. **Incentive Compensation.** In the event the Team participates in postseason game(s), EMPLOYEE may earn Post-Season Incentive Compensation as 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. Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement, and if payable, shall be paid within 60 days following the final postseason game in which Team participates. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation. Incentive Compensation may be available as follows and may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:



- A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
- B. Mobile communications device and service for business purposes.
- C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership; and (2) related automobile insurance.
- D. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

10. Additional Revenue.

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



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

- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

11. Termination and Suspension.

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.

1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:
 - a. Commission of a Level I or II violation under NCAA bylaws or commission of a material and substantial violation (or repeated Level III and/or IV violations) of other Governing Athletics Regulations, or failing to promptly report any such violation by another person to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are believed or found to be within the scope and/or meet the definition of Governing Athletics Regulations;
 - b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to follow reasonable policies and procedures established in writing by the Athletic Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
 - c. Commission of, or participation in by EMPLOYEE of any act, situation, or occurrence, which, in University’s judgment, brings EMPLOYEE into public disrepute, contempt, scandal, or ridicule or failure by EMPLOYEE to conform EMPLOYEE’s personal conduct to conventional standards of good citizenship with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon LSU’s reputation and overall primary mission and objectives, including but not limited to, acts of



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

- d. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- e. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
- f. 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;
- g. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- h. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- i. Failure to respond reasonably accurately and fully 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 to fail to so respond;
- j. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any



other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;

- k. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- l. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- m. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- n. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- o. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- p. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should



have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);

- q. Failing to report promptly to the Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
 - r. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
 - s. 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
 - t. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. 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. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.



After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

B. Termination by LSU without Cause.

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the



date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

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

C. Termination by EMPLOYEE Without Cause.

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon 30 days written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable



to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.

2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

D. Suspension or Other Disciplinary Action.

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than



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

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

E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement



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

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

13. **Leave and Overtime.**

A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-



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

1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
 2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
14. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or

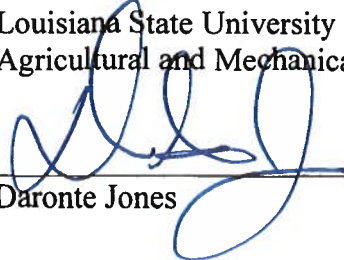


representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

16. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
17. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
18. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
19. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
20. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
21. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
22. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.


THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

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


By: _____
Thomas C. Galligan Jr. Date
Interim President
Louisiana State University and
Agricultural and Mechanical College


Daronte Jones Date
02/03/21

RECOMMENDED:



Scott Woodward
Director of Athletics
Louisiana State University and
Agricultural and Mechanical College



Donna Torres
Interim Executive Vice President for Finance and Administration/CFO
Louisiana State University and
Agricultural and Mechanical College

SCHEDULE A
SUPPLEMENTAL TERMS FOR DARONTE JONES

This Schedule A supplements and further defines the provisions of the Employment Agreement dated March 5, 2021, entered into between LSU and EMPLOYEE to which it is attached ("Agreement"). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. **Post-Season Incentive Compensation Schedule.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Incentive Compensation under this Section shall be \$75,000 per contract year:

A. Western Division Representative SEC Championship Game \$10,000 OR

B. SEC Champion \$15,000

AND ONE OF THE FOLLOWING:

C. Non College Football Playoff (CFP) Bowl Participant \$10,000 OR

D. CFP Bowl Participant \$25,000 OR

E. CFP Semifinal Game Participant \$35,000 OR

F. CFP National Championship Game Participant \$45,000 OR

G. CFP National Champion \$60,000

2. **Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Supplemental Compensation will be paid as follows:

A. **Media Participation.** While employed under this Agreement, EMPLOYEE will learn and received Supplemental Compensation as follows:

1. Upon execution of this Agreement, EMPLOYEE shall earn and receive one-time Supplemental Compensation of \$150,000.

2. In addition to the Supplemental Compensation referenced above, and while employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$900,000 during each calendar year of this Agreement, payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months.



This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Team.

B. To the extent permitted by law, EMPLOYEE may request that LSU contract with a separate legal entity, whether under the control of EMPLOYEE or not, for the performance of any services by EMPLOYEE required or authorized under this Section. The form of such contract shall be subject to the approval of LSU.

3. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates Employment during the Term to accept other employment, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:

A. Fifty percent of all remaining Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment in a non-head coaching position with another SEC football program or Division I-A program within 500 miles of LSU; or

B. Twenty percent of all remaining Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment as a non-head coach position other than as described above or terminates employment for any other reason; however

C. No liquidated damages will be owed if EMPLOYEE accepts any collegiate head coaching position or any position in the National Football League.

4. **Supplemental Provisions.**

A. EMPLOYEE shall be eligible for payment of household moving expenses subject to LSU policy and Louisiana law.

B. If necessary, EMPLOYEE shall be eligible for temporary housing at a site chosen by the Athletic Department for a period of not more than 60 days while securing permanent accommodation.

[SIGNATURES ON FOLLOWING PAGE]



STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 5th day of March, 2021, 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 Thomas C. Galligan, Jr., its duly authorized Interim President, and BLAKE BAKER (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “President”: The President or Interim President of LSU.
 - B. “Athletic Director”: The Director of Athletics at LSU.
 - C. “Base Salary Amount”: The annual sum of \$400,000.
 - D. “Position”: Assistant Coach for the Team.
 - E. “Start Date”: February 3, 2021.
 - F. “End Date”: March 31, 2023.
 - G. “Program”: The intercollegiate football program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, 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.
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 Athletic Director:

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Assistant Coaches at colleges or universities at the same competitive level as LSU;
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association (“NCAA”), the Southeastern Conference (“SEC”), LSU, and any other conference or Agreement (hereinafter collectively referred to as “Governing Athletics Regulations”);
- D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Senior Associate Athletic Director for Compliance;
- E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 (“PM-73”) and, 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;
- F. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. 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;
- I. 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 Athletic Director;
- J. 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;

- K. Using reasonable efforts, through due care and supervision, to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
 - L. 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; and
 - M. Performing all other reasonable duties customarily performed by Assistant Coaches at colleges or universities at the same competitive level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** EMPLOYEE shall be entitled to supplemental compensation as provided on Schedule A.
8. **Incentive Compensation.** In the event the Team participates in postseason game(s), EMPLOYEE may earn Post-Season Incentive Compensation as 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. Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement, and if payable, shall be paid within 60 days following the final postseason game in which Team participates. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation. Incentive Compensation may be available as follows and may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:

- A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
- B. Mobile communications device and service for business purposes.
- C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership; and (2) related automobile insurance.
- D. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

10. Additional Revenue.

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

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

- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

11. Termination and Suspension.

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.

- 1. For purposes of this Section, “cause” for termination shall be defined as:
 - a. Commission of a Level I or II violation under NCAA bylaws or commission of a material and substantial violation (or repeated Level III and/or IV violations) of other Governing Athletics Regulations, or failing to promptly report any such violation by another person to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are believed or found to be within the scope and/or meet the definition of Governing Athletics Regulations;
 - b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to follow reasonable policies and procedures established in writing by the Athletic Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
 - c. Commission of, or participation in by EMPLOYEE of any act, situation, or occurrence, which, in University’s judgment, brings EMPLOYEE into public disrepute, contempt, scandal, or ridicule or failure by EMPLOYEE to conform EMPLOYEE’s personal conduct to conventional standards of good citizenship with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon LSU’s reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may

not rise to level of warranting criminal prosecution by the relevant authorities;

- d. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- e. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
- f. 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;
- g. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- h. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- i. Failure to respond reasonably accurately and fully 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 to fail to so respond;
- j. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student

athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;

- k. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- l. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- m. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- n. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- o. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- p. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized

that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);

- q. Failing to report promptly to the Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
 - r. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to materially 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;
 - s. Failure to materially 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
 - t. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. 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. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision.

Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

B. Termination by LSU without Cause.

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

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

C. Termination by EMPLOYEE Without Cause.

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

compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.

2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

D. Suspension or Other Disciplinary Action.

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition

of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.

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

- E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this

Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

13. **Leave and Overtime.**

A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.

1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
 2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
14. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full

opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

16. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
17. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
18. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
19. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
20. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
21. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
22. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.


THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

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


By: _____
Thomas C. Galligan Jr. Date
Interim President
Louisiana State University and
Agricultural and Mechanical College


Blake Baker Date
2/22/21

RECOMMENDED:



Scott Woodward
Director of Athletics
Louisiana State University and
Agricultural and Mechanical College



Donna Torres
Interim Executive Vice President for Finance and Administration/CFO
Louisiana State University and
Agricultural and Mechanical College

SCHEDULE A
SUPPLEMENTAL TERMS FOR BLAKE BAKER

This Schedule A supplements and further defines the provisions of the Employment Agreement dated March 5, 2021, entered into between LSU and EMPLOYEE to which it is attached ("Agreement"). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. **Post-Season Incentive Compensation Schedule.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Incentive Compensation under this Section shall be \$75,000 per contract year:

A.	Western Division Representative SEC Championship Game	\$10,000	OR
B.	SEC Champion	\$15,000	
AND ONE OF THE FOLLOWING:			
C.	Non College Football Playoff (CFP) Bowl Participant	\$10,000	OR
D.	CFP Bowl Participant	\$25,000	OR
E.	CFP Semifinal Game Participant	\$35,000	OR
F.	CFP National Championship Game Participant	\$45,000	OR
G.	CFP National Champion	\$60,000	

2. **Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Supplemental Compensation will be paid as follows:

A. **Media Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation during each calendar year of this Agreement in annualized amounts payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months, as follows:

Start Date through March 31, 2022:	\$250,000
April 1, 2022 through March 31, 2023:	\$300,000

This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Team.

B. To the extent permitted by law, EMPLOYEE may request that LSU contract with a separate legal entity, whether under the control of EMPLOYEE or not, for the

performance of any services by EMPLOYEE required or authorized under this Section. The form of such contract shall be subject to the approval of LSU.

3. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates Employment during the Term to accept other employment, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:

- A. Fifty percent (50%) of all remaining Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment in a non-head coaching position with another SEC football program or Division I-A program within 500 miles of LSU; or
- B. Twenty (20%) percent of all remaining Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment as a non-head coach position other than as described above or terminates employment for any other reason; however
- C. No liquidated damages will be owed if EMPLOYEE accepts any play-calling defensive coordinator position, collegiate head coaching position or any position in the National Football League, or if EMPLOYEE terminates Employment after the final regular game (including the conference championship game, if applicable) of the final season covered the Term.


4. **Supplemental Provisions.**

- A. EMPLOYEE shall be eligible for payment of household moving expenses subject to LSU policy and Louisiana law.
- B. EMPLOYEE also shall be eligible for a one-time payment of \$5,000 for miscellaneous relocation expenses not otherwise covered by the Section above, subject to LSU policy and Louisiana law.
- C. If necessary, EMPLOYEE shall be eligible for temporary housing at a site chosen by the Athletic Department for a period of not more than 60 days while securing permanent accommodation.


[SIGNATURES ON FOLLOWING PAGE]

Approved:


By: _____
Thomas C. Galligan Jr. Date
Interim President
Louisiana State University and
Agricultural and Mechanical College

 _____ 2/22/21
Blake Baker Date

RECOMMENDED:



Scott Woodward
Director of Athletics
Louisiana State University and
Agricultural and Mechanical College



Donna Torres
Interim Executive Vice President for Finance and Administration/CFO
Louisiana State University and
Agricultural and Mechanical College

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 5th day of March, 2021, 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 Thomas C. Galligan, Jr., its duly authorized Interim President, and DANIEL MANGAS (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “President”: The President or Interim President of LSU.
 - B. “Athletic Director”: The Director of Athletics at LSU.
 - C. “Base Salary Amount”: The annual sum of \$400,000.
 - D. “Position”: Assistant Football Coach for the Team.
 - E. “Start Date”: January 8, 2021.
 - F. “End Date”: March 31, 2023.
 - G. “Program”: The intercollegiate football program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, 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.
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 Athletic Director:

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Assistant Coaches at colleges or universities at the same competitive level as LSU;
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association ("NCAA"), the Southeastern Conference ("SEC"), LSU, and any other conference or Agreement (hereinafter collectively referred to as "Governing Athletics Regulations");
- D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Senior Associate Athletic Director for Compliance;
- E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 ("PM-73") and, 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;
- F. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. 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;
- I. 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 Athletic Director;
- J. 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;

- K. Using reasonable efforts, through due care and supervision, to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
 - L. 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; and
 - M. Performing all other reasonable duties customarily performed by Assistant Coaches at colleges or universities at the same competitive level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** None.
8. **Incentive Compensation.** In the event the Team participates in postseason game(s), EMPLOYEE may earn Post-Season Incentive Compensation as 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. Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement, and if payable, shall be paid within 60 days following the final postseason game in which Team participates. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation. Incentive Compensation may be available as follows and may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:
- A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State

of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.

- B. Mobile communications device and service for business purposes.
- C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership; and (2) related automobile insurance.
- D. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

10. Additional Revenue.

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

- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

11. Termination and Suspension.

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.

- 1. For purposes of this Section, “cause” for termination shall be defined as:
 - a. Commission of a Level I or II violation under NCAA bylaws or commission of a material and substantial violation (or repeated Level III and/or IV violations) of other Governing Athletics Regulations, or failing to promptly report any such violation by another person to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are believed or found to be within the scope and/or meet the definition of Governing Athletics Regulations;
 - b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to follow reasonable policies and procedures established in writing by the Athletic Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
 - c. Commission of, or participation in by EMPLOYEE of any act, situation, or occurrence, which, in University’s judgment, brings EMPLOYEE into public disrepute, contempt, scandal, or ridicule or failure by EMPLOYEE to conform EMPLOYEE’s personal conduct to conventional standards of good citizenship with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon LSU’s reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;

- d. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- e. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
- f. 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;
- g. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- h. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- i. Failure to respond reasonably accurately and fully 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 to fail to so respond;
- j. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;

- k. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- l. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- m. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- n. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- o. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- p. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);

- q. Failing to report promptly to the Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
 - r. Failure by EMPLOYEE to engage in, and use best reasonable efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation material 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 an unreasonable risk of harm to a student athlete;
 - s. Material failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
 - t. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. 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. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public.

EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

B. Termination by LSU without Cause.

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total remaining Base Salary Amount and Supplemental Compensation due through the unexpired Term following termination without case, and any earned but unpaid Incentive Compensation otherwise due EMPLOYEE at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.

5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
6. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

C. Termination by EMPLOYEE Without Cause.

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon prior written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.
2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly

installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.

3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

D. Suspension or Other Disciplinary Action.

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

will provide EMPLOYEE with written notice of a decision and/or suspension.

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

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

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole

exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

13. **Leave and Overtime.**

A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.

1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent

jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.

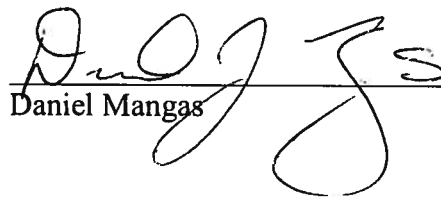
- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
 - C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
 - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
14. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
16. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.

17. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
18. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
19. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
20. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
21. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
22. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.


THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

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


By: _____
Thomas C. Galligan Jr. Date
Interim President
Louisiana State University and
Agricultural and Mechanical College

 _____ 2/7/21
Daniel Mangas Date

RECOMMENDED:



Scott Woodward
Director of Athletics
Louisiana State University and
Agricultural and Mechanical College



Donna Torres
Interim Executive Vice President for Finance and Administration/CFO
Louisiana State University and
Agricultural and Mechanical College

SCHEDULE A
SUPPLEMENTAL TERMS FOR DANIEL MANGAS

This Schedule A supplements and further defines the provisions of the Employment Agreement dated March 5, 2021, entered into between LSU and EMPLOYEE to which it is attached ("Agreement"). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. **Post-Season Incentive Compensation Schedule.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Incentive Compensation under this Section shall be \$75,000 per contract year:

A. Western Division Representative SEC Championship Game \$10,000 OR

B. SEC Champion \$15,000

AND ONE OF THE FOLLOWING:

C. Non College Football Playoff (CFP) Bowl Participant \$10,000 OR

D. CFP Bowl Participant \$25,000 OR

E. CFP Semifinal Game Participant \$35,000 OR

F. CFP National Championship Game Participant \$45,000 OR

G. CFP National Champion \$60,000

2. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates Employment during the Term to accept other employment, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:

A. Fifty percent of all remaining Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment in a non-head coaching position with another SEC football program or Division I-A program within 500 miles of LSU; or

B. Twenty percent of all remaining Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment as a non-head coach position other than as described above or terminates employment for any other reason; however

C. No liquidated damages will be owed if EMPLOYEE accepts any collegiate head coaching position or any position in the National Football League.

3. **Supplemental Provisions.**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 5th day of March, 2021, 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 Thomas C. Galligan, Jr., its duly authorized Interim President, and RUBIN ANDRE CARTER (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “President”: The President or Interim President of LSU.
 - B. “Athletic Director”: The Director of Athletics at LSU.
 - C. “Base Salary Amount”: The annual sum of \$400,000.
 - D. “Position”: Assistant Coach for the Team.
 - E. “Start Date”: February 4, 2021.
 - F. “End Date”: March 31, 2023.
 - G. “Program”: The intercollegiate football program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, 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.
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 Athletic Director:

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Assistant Coaches at colleges or universities at the same competitive level as LSU;
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association (“NCAA”), the Southeastern Conference (“SEC”), LSU, and any other conference or Agreement (hereinafter collectively referred to as “Governing Athletics Regulations”);
- D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Senior Associate Athletic Director for Compliance;
- E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 (“PM-73”) and, 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;
- F. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. 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;
- I. 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 Athletic Director;
- J. 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;

- K. Using reasonable efforts, through due care and supervision, to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
 - L. 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; and
 - M. Performing all other reasonable duties customarily performed by Assistant Coaches at colleges or universities at the same competitive level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** EMPLOYEE shall be entitled to supplemental compensation as provided on Schedule A.
8. **Incentive Compensation.** In the event the Team participates in postseason game(s), EMPLOYEE may earn Post-Season Incentive Compensation as 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. Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement, and if payable, shall be paid within 60 days following the final postseason game in which Team participates. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation. Incentive Compensation may be available as follows and may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:

- A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
- B. Mobile communications device and service for business purposes.
- C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership; and (2) related automobile insurance.
- D. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

10. Additional Revenue.

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

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

- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

11. Termination and Suspension.

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.
 - 1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:
 - a. Commission of a Level I or II violation under NCAA bylaws or commission of a material and substantial violation (or repeated Level III and/or IV violations) of other Governing Athletics Regulations, or failing to promptly report any such violation by another person to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are believed or found to be within the scope and/or meet the definition of Governing Athletics Regulations;
 - b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to follow reasonable policies and procedures established in writing by the Athletic Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
 - c. Commission of, or participation in by EMPLOYEE of any act, situation, or occurrence, which, in University’s judgment, brings EMPLOYEE into public disrepute, contempt, scandal, or ridicule or failure by EMPLOYEE to conform EMPLOYEE’s personal conduct to conventional standards of good citizenship with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon LSU’s reputation and overall primary mission and objectives, including but not limited to, acts of

- dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;
- d. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
 - e. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
 - f. 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;
 - g. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
 - h. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
 - i. Failure to respond reasonably accurately and fully 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 to fail to so respond;
 - j. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any

other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;

- k. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- l. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- m. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- n. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- o. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- p. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should

have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);

- q. Failing to report promptly to the Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
 - r. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
 - s. 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
 - t. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. 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. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

B. Termination by LSU without Cause.

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the

date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

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

C. Termination by EMPLOYEE Without Cause.

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon 30 days written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable

to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.

2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

D. Suspension or Other Disciplinary Action.

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than

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

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

E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement

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

- F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.
12. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.
13. **Leave and Overtime.**
- A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-

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

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

B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.

C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.

D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.

14. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.

15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or


representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

16. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
17. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
18. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
19. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
20. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
21. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
22. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.


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

By: _____
Thomas C. Galligan Jr. Date
Interim President
Louisiana State University and
Agricultural and Mechanical College




Rubin Andre Carter Date
March 1, 2021

RECOMMENDED:



Scott Woodward
Director of Athletics
Louisiana State University and
Agricultural and Mechanical College



Donna Torres
Interim Executive Vice President for Finance and Administration/CFO
Louisiana State University and
Agricultural and Mechanical College

SCHEDULE A
SUPPLEMENTAL TERMS FOR RUBIN ANDRE CARTER

This Schedule A supplements and further defines the provisions of the Employment Agreement dated March 5, 2021, entered into between LSU and EMPLOYEE to which it is attached ("Agreement"). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. **Post-Season Incentive Compensation Schedule.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Incentive Compensation under this Section shall be \$75,000 per contract year:

A. Western Division Representative SEC Championship Game \$10,000 OR

B. SEC Champion \$15,000

AND ONE OF THE FOLLOWING:

C. Non College Football Playoff (CFP) Bowl Participant \$10,000 OR

D. CFP Bowl Participant \$25,000 OR

E. CFP Semifinal Game Participant \$35,000 OR

F. CFP National Championship Game Participant \$45,000 OR

G. CFP National Champion \$60,000

2. **Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Supplemental Compensation will be paid as follows:

- A. **Media Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation in annualized amounts payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months, as follows:

February 1, 2022 through March 31, 2023: \$50,000

This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Team.

- B. To the extent permitted by law, EMPLOYEE may request that LSU contract with a separate legal entity, whether under the control of EMPLOYEE or not, for the performance of any services by EMPLOYEE required or authorized under this Section. The form of such contract shall be subject to the approval of LSU.

3. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates Employment during the Term to accept other employment, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:
- A. Fifty percent of all remaining Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment in a non-head coaching position with another SEC football program or Division I-A program within 500 miles of LSU; or
 - B. Twenty percent of all remaining Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment as a non-head coach position other than as described above or terminates employment for any other reason; however
 - C. No liquidated damages will be owed if EMPLOYEE accepts any collegiate head coaching position or any position in the National Football League.

4. **Supplemental Provisions.**

- A. EMPLOYEE shall be eligible for payment of household moving expenses subject to LSU policy and Louisiana law.
- B. EMPLOYEE also shall be eligible for a one-time payment of \$5,000 for miscellaneous relocation expenses not otherwise covered by the Section above, subject to LSU policy and Louisiana law.
- C. If necessary, EMPLOYEE shall be eligible for temporary housing at a site chosen by the Athletic Department for a period of not more than 60 days while securing permanent accommodation.

[SIGNATURES ON FOLLOWING PAGE]

Approved:

By: _____
Thomas C. Galligan Jr. Date
Interim President
Louisiana State University and
Agricultural and Mechanical College

Rubin Andre Carter _____ *March 1, 2021*
Rubin Andre Carter Date

RECOMMENDED:

Scott Woodward

Scott Woodward
Director of Athletics
Louisiana State University and
Agricultural and Mechanical College

Donna Torres

Donna Torres
Interim Executive Vice President for Finance and Administration/CFO
Louisiana State University and
Agricultural and Mechanical College



Board of Supervisors

AUDIT COMMITTEE

BOARD OF SUPERVISORS MEETING | MARCH 5, 2021



Office of Internal Audit

Louisiana State University

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

Quarterly Audit Summary

Fiscal Year 2021, 2nd Quarter



Table of Contents

Louisiana State University A&M (LSU)	1
Enrollment Management.....	1
University Laboratory School (ULS) Operations	1
Louisiana State University Agricultural (Ag) Center	2
Therapeutic Marijuana Operations.....	2
Louisiana State University Alexandria (LSUA)	3
Security Awareness and Training	3
Louisiana State University Eunice (LSUE)	3
Academic Integrity	3
Health Sciences Center New Orleans (HSCNO)	4
Admissions-School of Medicine.....	4
Health Sciences Center Shreveport (HSCS)	5
Admissions-School of Medicine.....	5
Health Care Services Division (HCSD)	6
Management Letter (Louisiana Legislative Auditor).....	6

Louisiana State University A&M (LSU)

Enrollment Management

Audit Initiation:

This was a scheduled audit from the Board-approved audit plan.

Audit Scope and Objectives:

The primary objective was to assess controls for the evaluation of undergraduate applications and administration of scholarships. The scope covered the period July 1, 2018, to December 31, 2019, and excluded financial aid awarded under Title IV of the Higher Education Act, the Taylor Opportunity Program for Students (TOPS), and athletic scholarships.

Audit Findings:

We identified opportunities to strengthen internal controls and offered the following recommendations to campus leadership:

- Require summary statements for all admissions decisions and provide staff with further training on documentation requirements
- Implement monitoring controls to ensure scholarships are awarded to qualifying students and adequate documentation is maintained
- Ensure data reported to Board of Regents is complete and accurate
- Periodically review user access to the admissions and financial aid systems to determine appropriateness and necessity

Management's Response and Corrective Action Plan:

Management agreed with our recommendations and is in the process of implementing corrective action, which will be complete by October 2021.

University Laboratory School (ULS) Operations

Audit Initiation:

This was a scheduled audit from the Board-approved audit plan.

Audit Scope and Objectives:

Our objective was to evaluate processes for processing grade changes, considering applicants for admission, assessing tuition and fees, and collecting outstanding receivables. The scope covered the period July 1, 2019, to May 31, 2020, and excluded scholarships given that these were reviewed in a FY 2018 internal audit.

Audit Findings:

Based on the testing performed, we recommended that ULS develop an admissions policy in consultation with LSU General Counsel, including documentation requirements to support the final admissions decision and evaluation procedures for mid-year enrollees.

Management’s Response and Corrective Action Plan:

Management agreed with our recommendations and is in the process of implementing corrective action, which will be complete by September 2021.

Louisiana State University Agricultural (Ag) Center

Therapeutic Marijuana Operations

Audit Initiation:

This was a scheduled audit from the Board-approved audit plan.

Audit Scope and Objectives:

The objective of this review was to determine whether the Ag Center had adequate oversight controls to ensure risks to the University are sufficiently mitigated and that the Supplier complied with contract terms. The scope covered the period September 2017 (agreement execution) to August 2020.

Audit Findings and Recommendations:

We identified opportunities to enhance controls and offered the following recommendations to campus leadership:

- Develop a process to compare actual receivables to contract financial terms, including validating the Supplier’s reported gross receipts to ensure the accuracy and completeness of commission payments
- Implement a formalized annual Supplier performance evaluation process, including the areas to be included in the assessment; additionally, oversight activities should be documented to support the evaluation and track issue resolution

Management’s Response and Corrective Action Plan:

Management agreed with our recommendations and is in the process of implementing corrective action, which will be complete by December 2021.

Louisiana State University Alexandria (LSUA)

Security Awareness and Training

Audit Initiation:

This was a scheduled audit from the Board-approved audit plan.

Audit Scope and Objectives:

The primary audit objective was to evaluate the effectiveness of LSUA's controls to reduce information security-related risks. The scope covered policies, firewall/network controls, and system configurations current at the time of our review as well as PhishMe email testing conducted by LSUA's Information Educational Technology Services in March of 2020.

Audit Findings and Recommendations:

Based on the results of our testing, we recommended that LSUA develop a policy and implement related procedures to address phishing risks as well as require all users utilize multi-factor authentication on the network or email system.

Management's Response and Corrective Action Plan:

Management agreed with our recommendations and is in the process of implementing corrective action, which will be complete by July 2021.

Louisiana State University Eunice (LSUE)

Academic Integrity

Audit Initiation:

This was a scheduled audit from the Board-approved audit plan.

Audit Scope and Objectives:

The objective of this review was to determine whether LSUE had adequate controls in place to align courses and curricula with the institution's mission statement and maintain the integrity of student's academic records. The scope covered related policies, controls, transactions, and documents for the 2019-20 academic year.

Audit Findings:

Based on testing performed, we recommended that campus leadership strengthen controls to ensure proposed grade changes are adequately justified and approved prior to adjusting the student’s record.

Management’s Response and Corrective Action Plan:

Management agreed with our recommendation and is in the process of implementing corrective action, which will be complete by December 2020.

Health Sciences Center New Orleans (HSCNO)

Admissions-School of Medicine

Audit Initiation:

This was a scheduled audit from the Board-approved audit plan.

Audit Scope and Objectives:

The primary objective of this review was to evaluate controls over the School of Medicine’s application and selection process as well as appropriateness of system access. The scope covered applicants for first-year enrollment in Academic Year 2020-21 and current user access to WebAdMIT, the web-based platform that the HSCNO School of Medicine uses for admissions management.

Audit Findings and Recommendations:

We identified opportunities to enhance controls and offered the following recommendations to campus leadership:

- Implement controls to ensure adequate documentation of how applicants were evaluated and selected for interviews
- Develop confidentiality statements and conflict of interest forms for Admissions Committee members to sign annually

Management’s Response and Corrective Action Plan:

Management agreed with our recommendations and is in the process of implementing corrective action, which will be complete by the 2021-22 admission cycle.

Health Sciences Center Shreveport (HSCS)

Admissions-School of Medicine

Audit Initiation:

This was a scheduled audit from the Board-approved audit plan.

Audit Scope and Objectives:

The primary objective of this review was to evaluate controls governing admission to the HSCS School of Medicine and awarding institutionally-funded scholarships and tuition waivers. The scope covered applicants for first-year enrollment in Academic Year 2021 and scholarships or waivers awarded in Academic Years 2019 through 2021.

Audit Findings and Recommendations:

We identified opportunities to enhance controls and offered the following recommendations to campus leadership:

- Ensure proper authorization was obtained for three scholarships that HSCS could not provide evidence of Board approval or determine whether Board authorization should be requested
- Centrally maintain documentation to support the selection and eligibility of students who received institutionally-funded scholarships or tuition waivers
- Review the internal record retention schedule for compliance with State regulations; if revisions to policy are necessary, ensure State Archives approves the updated schedule

Management's Response and Corrective Action Plan:

Management agreed with our recommendations and is in the process of implementing corrective action, which will be complete by June 2021.

Health Care Services Division (HCSD)

Management Letter (Louisiana Legislative Auditor)

Audit Initiation:

This was an external audit completed by the Louisiana Legislative Auditor (LLA).

Audit Scope and Objectives:

The objectives of this external review were to provide assurances on information significant to the institution's financial statements, evaluate the effectiveness of internal controls, and determine compliance with applicable laws and regulations for the fiscal year ended June 30, 2020.

Audit Findings and Recommendations:

The review identified opportunities to strengthen documentation controls over financial accounting and reporting; specifically, including signatures and dates for the preparation and review of bank reconciliations.

Management's Response and Corrective Action Plan:

Management agreed with the recommendation and implemented corrective action effective immediately.



Board of Supervisors

MEETING MINUTES

BOARD OF SUPERVISORS MEETING | MARCH 5, 2021

INDEX REGULAR BOARD MEETING
JANUARY 15, 2021

I.	Call to Order and Roll Call	1
II.	Invocation and Pledge of Allegiance	1
III.	Public Comment	1
IV.	Committee Meetings	
	4.A. Academic & Research Committee	1-4
	4.B. Finance Committee	4
	4.C. Property & Facilities Committee	4
	4.D. Healthcare & Medical Education Committee	4
	4.E. Athletics Committee	4-5
V.	Reconvene Regular Board Meeting	5
VI.	Approval of Meeting Minutes	5
VII.	Report from Chair of Presidential Search Committee	6
VIII.	Approval of Personnel Actions	6
IX.	Reports from Council of Staff Advisors and Council of Faculty Advisors	6
X.	Approval of Committee Reports	6
XI.	President's Report	6
XII.	Chair's Report	6-7
XIII.	Adjournment	7

MINUTES
LSU BOARD OF SUPERVISORS MEETING
*Meeting held telephonically via Zoom Webinar
Friday, January 15, 2021 | 10:00 a.m. CST*

I. Call to Order and Roll Call

Mr. Robert Dampf, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on January 15, 2021.

Present

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

Absent

Mr. Lee Mallett
Mr. James M. Williams

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

II. Invocation and Pledge of Allegiance

The invocation was offered by Mr. Armentor. The Pledge of Allegiance was led by Mr. Morrow.

III. Public Comment

There were no individuals registered for public comment.

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

IV. Committee Meetings

4.A. Academic & Research Committee

Provost Haynie introduced two of the newest academic administrators: Jared Llorens, College of Business dean and Jim Spencer, vice president and dean of the Graduate School.

4.A.1. Request from LSU A&M to Create the Department of African & African American Studies

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to create the Department of African & African American Studies.

4.A.2. Request from the LSU Agricultural Center for Conditional, One-Year Authorization of the Food Innovation Institute

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from the LSU Agricultural Center for conditional, one-year authorization of the Food Innovation Institute.

4.A.3. Request from LSU A&M for a Letter of Intent for the Bachelor of Science in Plant Health Management

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M for a Letter of Intent for the Bachelor of Science in Plant Health Management.

4.A.4. Request by LSU Online to Approve a Collaboration Agreement with Guild Education, Inc.

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

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President to enter into a collaborative agreement between LSU Online and Guild Education, Inc., and to execute documents necessary to complete the arrangement.

4.A.5. Consent Agenda

- A. Request from LSU Alexandria to Establish the LSUA Endowed Professorship in Interdisciplinary Innovation
- B. Request from LSU A&M to Rename the Vincent A. Forte River & Coastal Hydraulics Lab to the Vincent A. Forte Hydraulics Lab
- C. Request from LSU A&M to Name the Richard P. Sivicek Classroom
- D. Request from LSU A&M to Establish Two Endowed Superior Graduate Student Scholarships
- E. Request from LSU A&M to Establish the Dr. Charles M. Smith Chair of Medical Physics #2

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Alexandria to establish the following Endowed Professorship:

- a) LSUA Endowed Professorship in Interdisciplinary Innovation

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 following Endowed Professorship at LSU Alexandria:

- a) LSUA Endowed Professorship in Interdisciplinary Innovation

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to rename the Vincent A. Forte River & Coastal Hydraulics Lab to the Vincent A. Forte Hydraulics Lab.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to name the Richard P. Sivicek Classroom.

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 following Endowed Superior Graduate Student Scholarships:

- a) A.K. and Shirley Barton Superior Graduate Student Scholarship in Mathematics
- b) Lillie Petit and George Clark Gallagher Graduate Student Travel and Research Scholarship in French Studies

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 following Endowed Superior Graduate Student Scholarships at LSU A&M:

- a) A.K. and Shirley Barton Superior Graduate Student Scholarship in Mathematics
- b) Lillie Petit and George Clark Gallagher Graduate Student Travel and Research Scholarship in French Studies

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 following Endowed Chair:

- a) Dr. Charles M. Smith Chair of Medical Physics #2

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 following Endowed Chair at LSU A&M:

- a) Dr. Charles M. Smith Chair of Medical Physics # 2

4.B. Finance Committee

- 4.B.1. Request from LSU A&M to Approve a Cooperative Endeavor Agreement with Invested Enterprise, LLC (Invested) to Develop NCAA Compliance Software for LSU

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee, to execute the proposed cooperate endeavor agreement between LSU A&M and the Invested Enterprise, LLC (Invested), under which Invested will develop NCAA compliance software for LSU.

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

4.C. Property & Facilities Committee

- 4.C.1 Request Authorization to Negotiate and Enter into Property Lease with Pi Kappa Alpha and Terminate Lease with Lambda Chi Alpha

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

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize the President to terminate the lease with Lambda Chi Alpha Fraternity for property located at 10 Fraternity Lane on the LSU campus; and,

BE IT FURTHER RESOLVED the President is authorized to consent to the purchase of the leasehold improvements by Pi Kappa Alpha from Lambda Chi Alpha, to negotiate with Pi Kappa Alpha Fraternity for the lease of property located at 10 Fraternity Lane on the LSU campus, and to execute such documents as necessary to complete the transaction.

4.D. Healthcare & Medical Education Committee

- 4.D.1. Report on Community-based Denistry Services

The report was given by Liz Sumrall and Dr. Robert Laughlin. The report was informational only, and no action required by the Board.

4.E. Athletics Committee

- 4.E.1. Request from LSU A&M to Approve a Change in Position for Three LSU Athletics Personnel

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

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President of Louisiana State University, or his or her designee, to execute the position changes for Bo Pelini, Steven Ensminger, and William Johnson as described in this item, in consultation with the General Counsel.

4.E.2. Request from LSU A&M to Approve Multiple Contract Amendments for LSU Athletics Employees

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

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President, or his designee, to execute the contract amendments with Verge Ausberry, Stephanie Rempe, Scott Woodward, Tommy Moffitt, Alan Dunn, Paul Mainieri, Bill Armstrong, Will Wade, Nikki Fargas, Bill Busch, James Cregg, Kevin Faulk, Bill Johnson, Mickey Joseph, Scott Linehan, Greg McMahon, Ed Orgeron, Corey Raymond, Chuck Winstead, Beth Torina, Russell Brock, Garrett Runion, Sian Hudson, Dave Geyer, Dough Shaffer, Andy Brandi, Chris Brandi, Julia Sell, Michael Sell, Fran Flory, Kevin Nickelberry, Dennis Shaver, and Jay Clark, in consultation with the General Counsel, to reduce base and supplemental compensation by five (5) percent for the period beginning January 1, 2021 and ending December 31, 2021 and to suspend post-season incentives for the period beginning January 1, 2021 and ending August 1, 2021.

4.E.3. Request from LSU Athletics to Approve Term Sheet with Assistant Football Coach Daniel Mangas

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

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors for Louisiana State University and Agricultural & Mechanical College does hereby approve the term sheet for Daniel Mangas, 2 and authorize the President to continue negotiations toward a final contract to be approved by the Board of Supervisors.

4.E.4. Request from LSU Athletics to Approve Term Sheet with Jacob Peetz Pertaining to LSU Football Offensive Coordinator Position

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

V. Reconvene Board Meeting

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

VI. Approval of Meeting Minutes

Upon motion by Ms. Werner, seconded by Ms. Jones, the Board voted unanimously to approve the minutes of the Board meeting held on December 4, 2020.

VII. Report from Chair of Presidential Search Committee and Related Matters

Ms. Jones provided an update to the Board on the progress of the work of the presidential search committee.

VIII. Approval of Personnel Actions

Upon motion by Ms. Werner, seconded by Mr. Morrow, the Board voted unanimously to approve the Personnel Actions.

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

The Staff Advisors provided a written report given to the Board prior to the meeting.

Dr. Jim Robinson provided an informational report for the Faculty Advisors.

X. Approval of Committee Reports

Upon motion by Mr. Morrow, seconded by Mr. Zuschlag, the Board voted unanimously to approve all Committee recommendations.

XI. President's Report

President Galligan reported on the following: fall commencement ceremonies; COVID policies; Title IX investigation; diversity and inclusion roadmap; legislative outlook; and campus highlights.

XII. Chair's Report

Mr. Temple shared the following message.

"Mr. Chairman and Supervisors:

I would just like to share perspective and recognize that in our roles as leaders, we must stay diligent and vigilant in an effort to embrace diversity on every front. Before our meeting, we always say the Pledge and so we know we have to share and be positive about a variety of perspectives.

Free speech is a fundamental right in our country. But you can't yell fire in a crowded theater because words have consequences. Actions have consequences and pictures have consequences.

Rouses Supermarket signed an exclusive contract with LSU Athletics in 2019 to be the exclusive LSU Supermarket sponsor and official caterer for the Oaks at Patrick Taylor Hall.

In the eyes of some people, Rouses is LSU.

What Rouses says reflects on LSU. What Donnie Rouse posted on Facebook reflects on LSU.

Donnie Rouse has his First Amendment right to say what he wants. But as an owner, Donnie Rouse's comments are equated to the position of Rouses Supermarkets. Since Rouses and LSU have an exclusive arrangement, the public which LSU serves can view that relationship as being that of two entities with same world view. The First Amendment gives Mr. Rouse the right to say what he wants, but there's no First Amendment right to be an exclusive sponsor.

LSU does not support rioting and insurrection against the United States. And, should not have that image reflected upon it by its sponsors. I am worried about this and wonder if something could be done to address this concern about exclusive sponsors.

Bear in mind that silence is generally consent and we must forward as it relates to inclusion and diversity in our social fabric. “

Chairman Dampf recognized Mr. Anderson as a recipient of the 2021 Founder Award from Farm Bureau.

Chairman Dampf thanked the LSU staff for their continued efforts and hard work.

XIII. Adjournment

Upon motion by Mr. Blossman, seconded by Mr. Morris, the meeting was adjourned without objection.

MINUTES
LSU BOARD OF SUPERVISORS MEETING
*Meeting held telephonically via Zoom Webinar
Tuesday, February 23, 2021 | 10:00 a.m. CST*

I. Call to Order and Roll Call

Mr. Robert Dampf, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on February 23, 2021.

Present

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

Absent

**

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

II. Invocation and Pledge of Allegiance

The invocation was offered by Ms. Werner. The Pledge of Allegiance was led by Mr. Dampf.

III. Public Comment

There were no individuals registered for public comment.

IV. Consideration of Strategy for Utilities Modernization Initiative

Mr. Winston DeCuir Jr. and Donna Torres presented an overview of the proposed strategy.

Motion by Mr. Williams, seconded by Ms. Werner to adopt the following resolution.

NOW, THEREFORE BE IT RESOLVED, the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") concurs with the recommendations for the utilities modernization initiative to include the initiation of a cooperative endeavor agreement between the University, the Real Estate & Facilities Foundation (REFF), Enwave, and the Louisiana Energy Partners, as well as the leasing of utility infrastructure to the Real Estate & Facilities Foundation; and,

BE IT FURTHER RESOLVED the President is authorized to negotiate the final lease and all modernization-related documents for submission to the Board for approval.

A roll call vote was conducted to approve the motion.

Voting 'Yea' were: Mr. Ronnie Anderson, Mr. Glenn Armentor, Mr. Wayne Brown, Mr. Stone Cox, Mr. Robert Dampf, Ms. Valencia Jones, Mr. Randy Morris, Mr. Pat Morrow, Mr. Rémy Starns, Mr. Collis Temple, Ms. Mary Werner, Mr. James Williams, and Mr. Richard Zuschlag.

There were no 'Nay' votes, and Mr. Jimmie Woods abstained from voting.

Mr. Woods abstained from voting. The Board voted to approve the motion as presented.

With no further business before the Board, the meeting was adjourned.



Board of Supervisors

PERSONNEL ACTIONS

BOARD OF SUPERVISORS MEETING | MARCH 5, 2021

FY 2020-2021 2nd Quarter Consolidated Report
on Personnel Actions Not Requiring Board
Approval in accordance with the
Regulations of the Board of Supervisors

March 5, 2021

Personnel Actions Information Report
Reporting Period: October 2020 - December 2020

LSU									
Honorifics									
Name	Effective Date	Academic Rank/Title	Allowance	Named Professorship			Transaction		
Pullin, Jorge	12/16/2020	Professor	N/A	Herne Research Chair in Theoretical Physics #2			Honorific Appointment		
Heidelberg, Roy	11/19/2020	Department Chair	N/A	John W. Dupuy Endowed Professorship			Honorific Appointment		
Heidelberg, Roy	11/19/2020	Department Chair	N/A	Russell B. Long Professorship			Honorific Appointment		
Personnel Actions									
Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Allowance Plan	Transaction	
Fudickar, Bob	11/16/2020	Executive Director - Nonacademic Area	N/A	N/A	\$140,000	N/A	N/A	New Hire	
Common, Brandon	12/1/2020	Associate Vice President	N/A	N/A	\$150,000	N/A	N/A	New Hire	
Simien, Tammy	12/1/2020	Assistant General Counsel	N/A	N/A	\$125,750	N/A	N/A	New Hire	
Dobson Jr., Howard	11/1/2020	Assistant Coach	N/A	\$120,000	\$140,000	16.67	\$800/month	Contract Adjustment	
Llorens, Jared	11/1/2020	Dean of Major Academic Area	Tenured	\$180,000	\$200,000	11.11	\$185,000/annual	Promotion	
Porter, Lance	11/15/2020	Associate Dean of Major Academic Area	Tenured	\$125,080	\$152,872	22.22	\$21,576	Change Job Details	
Greckhamer, Thomas	11/1/2020	Professor	Tenured	\$161,812	\$206,000	27.31	\$20,600 (Honorific)	Equity Adjustment	
LSU at Shreveport - No Personnel Items to Report									
LSU AgCenter - No personnel items to report									
LSU Alexandria									
Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Allowance Plan	Transaction	
Thaxton, Deron	11/1/2020	Vice Chancellor for Business Affairs	N/A	\$127,308	\$127,308	0.00	\$1,237/monthly	Add/Remove Allowance Plan	
LSU Eunice									
Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Allowance Plan	Transaction	
McDonald, Jacob	12/1/2020	Assistant Coach	N/A	N/A	\$5,000	N/A	N/A	New Hire	
Pennington Biomedical Center									
Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Allowance Plan	Transaction	
Manalac, Raoul	10/14/2020	Assistant Professor	Tenure-track	\$128,844	\$160,669	26.67	N/A	Change Job Details	
LSUHSC-New Orleans									
Name	Effective Date	Academic Rank/Title	Faculty Rank	Prev Salary	New Salary	% Net Change	Last Day of Leave- Estimated	Transaction	
Bordelon, Gloria	10/1/2020	DENTAL ASSISTANT 2		N/A	N/A	N/A	12/31/2020	Special Leave with pay or benefits in excess of 30 days within any twelve-m	
Colletta Jr., Thomas Louis	11/16/2020	DIRECTOR OF BUSINESS AFFAIRS		\$0.00	\$249,000.00	100.00		HIR Appointment Unclassified	
Fair, Timothy J	12/1/2020	VICE CHANCELLOR (CAMPUS)		\$0.00	\$240,000.00	100.00		HIR Appointment Unclassified	
Gilpin, Nicholas W.	11/1/2020	PROFESSOR - PART-TIME	Professor	\$118,591	\$143,591	21.08		PAY Sal Inc-Expan/Upgrade Duties	
Harman, John A	10/10/2020	VICE CHANCELLOR (CAMPUS)		\$338,767	\$338,767	0.00		TER Invol Sep-Other Invol Reason	
Hebert, Catherine	11/1/2020	Charles W. Hilton, MD Professorship in Medical Education	Associate Professor	N/A	N/A	N/A		Joint Appointment	
Higginson, Cori L.	11/1/2020	DIRECTOR OF HUMAN RESOURCE MAN		\$115,500	\$164,010	42.00		PRO Promotion-Unclass/Admin Duties	
Laughlin, Robert M	12/1/2020	DEAN OF MAJOR ACADEMIC AREA	Professor	\$275,000	\$312,500	13.64		PRO Promotion-Unclass/Admin Duties	
McLean, Angela M	10/1/2020	Associate Dean for Admissions	Professor	N/A	N/A	N/A		Joint Appointment	
McLean, Angela M	10/1/2020	ASSOCIATE DEAN OF MAJOR ACADEM	Professor	\$115,072	\$130,000	12.97		PRO Promotion-Unclass/Admin Duties	
Reinoso, Maria A.	12/1/2020	Prince Abdulaziz Bin Ahmed Abdulaziz Al-Saud Chair for Study of Retinal Disease	Associate Professor	N/A	N/A	N/A		Joint Appointment	
Schroth, Keith Gerard	11/1/2020	VICE CHANCELLOR (CAMPUS)		\$402,217	\$402,217	0.00		PRO Promotion-Unclass/Admin Duties	
Tomlin III, Jack C	10/1/2020	DENTAL HYGIENIST		N/A	N/A	N/A	12/31/2020	Special Leave with pay or benefits in excess of 30 days within any twelve-m	

LSUHSC-Shreveport

Name	Effective Date	Academic Rank/Title	Faculty Rank	Prev Salary	New Salary	% Net Change	Transaction
Arnold,Thomas C	11/1/2020	DEPARTMENT HEAD/CHAIRMAN	Professor	\$190,631	\$200,000	4.91	PAY Sal Inc - Equity Adjust Unclas
Bigler,Teresa J.	10/1/2020	DIRECTOR OF ACADEMIC AREA	Associate Professor	\$119,974	\$128,000	6.69	PAY Sal Inc - Equity Adjust Unclas
Calligas,Jason P.	8/1/2020	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$120,000	\$137,880	14.9	PAY Sal Inc - Equity Adjust Unclas
Chahal,Kirandeep K.	10/15/2020	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$94,000	\$104,000	10.64	PRO Promotion in Faculty Rank
Davis,Tammy J.	9/1/2020	PROFESSOR - CLINICAL SPECIALIS	Professor	\$140,589	\$145,000	3.14	PAY Sal Inc - Equity Adjust Unclas
Faour,Sheila A	11/1/2020	CHIEF FINANCIAL OFFICER		\$275,000	\$315,975	14.9	PAY Change in Pay Unclassified
Frlot,Clifton F	10/1/2020	ASSOCIATE DEAN OF MAJOR ACADEM	Professor	\$130,000	\$140,000	7.69	PAY Sal Inc - Equity Adjust Unclas
Gibson,Marc W.	10/1/2020	EXECUTIVE DIR NON ACADEMIC ARE		\$132,927	\$175,000	31.65	PRO Promotion-Unclass/Admin Duties
Haque,MD Kabiul	11/16/2020	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$79,497	\$94,748	19.18	PRO Promotion in Faculty Rank
Harriss,Patrick	10/15/2020	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$94,000	\$104,000	10.64	PRO Promotion in Faculty Rank
Husan,Ammar	10/1/2020	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$79,497	\$94,748	19.18	PRO Promotion in Faculty Rank
Jain,Sushil K	9/1/2020	DIRECTOR OF RESEARCH	Professor	\$120,006	\$160,000	33.33	PAY Sal Inc-Expan/Upgrade Duties
Jones,Edward F.	11/1/2020	ASST VICE CHAN ADMINISTRATION/		\$177,000	\$203,373	14.9	PAY Change in Pay Unclassified
Le,Hong N.	10/1/2020	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$0	\$125,000	100	HIR Appointment-Academic Rank Uncl
Massey,Patrick A.	7/1/2020	ASSOCIATE PROFESSOR	Associate Professor	\$175,000	\$175,000	0	DTA Change in Title Unclassified
McCallon,Stanley K.	10/1/2020	ASSISTANT DEAN OF MAJOR ACADEM	Associate Professor	\$111,413	\$128,014	14.9	PAY Sal Inc - Equity Adjust Unclas
O'Neal II,Michael D.	10/1/2020	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$0	\$150,000	100	REH Appt- Acad Rank Unclas
Ponna,Pramod Kumar	10/14/2020	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$94,000	\$104,000	10.64	PRO Promotion in Faculty Rank
Rives,Cindy P.	10/1/2020	VICE CHANCELLOR FOR ADMINISTRA		\$0	\$350,000	100	HIR Appointment Unclassified
Salloum,Mohammad N	10/19/2020	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$94,000	\$104,000	10.64	PRO Promotion in Faculty Rank
Shaikh,Sarwan	10/14/2020	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$94,000	\$104,000	10.64	PRO Promotion in Faculty Rank
Shrestha,Rhishi	10/14/2020	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$94,000	\$104,000	10.64	PRO Promotion in Faculty Rank
Thakur,Akhilesh K.	10/17/2020	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$94,000	\$104,000	10.64	PRO Promotion in Faculty Rank
Thomas,Wanda H.	10/1/2020	ASSOCIATE DEAN OF MAJOR ACADEM	Associate Professor	\$150,000	\$150,000	0	DTA Change in Title Unclassified
Weinberger,Paul M.	9/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$150,800	\$150,800	0	DTA Change in Title Unclassified

FY 2020-2021 2nd Quarter Consolidated Report
on Personnel Actions Not Requiring Board
Approval in accordance with the
Regulations of the Board of Supervisors

March 5, 2021

Personnel Actions Information Report
Reporting Period: October 2020 - December 2020

LSU									
Honorifics									
Name	Effective Date	Academic Rank/Title	Allowance	Named Professorship			Transaction		
Pullin, Jorge	12/16/2020	Professor	N/A	Herne Research Chair in Theoretical Physics #2			Honorific Appointment		
Heidelberg, Roy	11/19/2020	Department Chair	N/A	John W. Dupuy Endowed Professorship			Honorific Appointment		
Heidelberg, Roy	11/19/2020	Department Chair	N/A	Russell B. Long Professorship			Honorific Appointment		
Personnel Actions									
Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Allowance Plan	Transaction	
Fudickar, Bob	11/16/2020	Executive Director - Nonacademic Area	N/A	N/A	\$140,000	N/A	N/A	New Hire	
Common, Brandon	12/1/2020	Associate Vice President	N/A	N/A	\$150,000	N/A	N/A	New Hire	
Simien, Tammy	12/1/2020	Assistant General Counsel	N/A	N/A	\$125,750	N/A	N/A	New Hire	
Dobson Jr., Howard	11/1/2020	Assistant Coach	N/A	\$120,000	\$140,000	16.67	\$800/month	Contract Adjustment	
Llorens, Jared	11/1/2020	Dean of Major Academic Area	Tenured	\$180,000	\$200,000	11.11	\$185,000/annual	Promotion	
Porter, Lance	11/15/2020	Associate Dean of Major Academic Area	Tenured	\$125,080	\$152,872	22.22	\$21,576	Change Job Details	
Greckhamer, Thomas	11/1/2020	Professor	Tenured	\$161,812	\$206,000	27.31	\$20,600 (Honorific)	Equity Adjustment	
LSU at Shreveport - No Personnel Items to Report									
LSU AgCenter - No personnel items to report									
LSU Alexandria									
Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Allowance Plan	Transaction	
Thaxton, Deron	11/1/2020	Vice Chancellor for Business Affairs	N/A	\$127,308	\$127,308	0.00	\$1,237/monthly	Add/Remove Allowance Plan	
LSU Eunice									
Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Allowance Plan	Transaction	
McDonald, Jacob	12/1/2020	Assistant Coach	N/A	N/A	\$5,000	N/A	N/A	New Hire	
Pennington Biomedical Center									
Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Allowance Plan	Transaction	
Manalac, Raoul	10/14/2020	Assistant Professor	Tenure-track	\$128,844	\$160,669	26.67	N/A	Change Job Details	
LSUHSC-New Orleans									
Name	Effective Date	Academic Rank/Title	Faculty Rank	Prev Salary	New Salary	% Net Change	Last Day of Leave- Estimated	Transaction	
Bordelon, Gloria	10/1/2020	DENTAL ASSISTANT 2		N/A	N/A	N/A	12/31/2020	Special Leave with pay or benefits in excess of 30 days within any twelve-m	
Colletta Jr., Thomas Louis	11/16/2020	DIRECTOR OF BUSINESS AFFAIRS		\$0.00	\$249,000.00	100.00		HIR Appointment Unclassified	
Fair, Timothy J	12/1/2020	VICE CHANCELLOR (CAMPUS)		\$0.00	\$240,000.00	100.00		HIR Appointment Unclassified	
Gilpin, Nicholas W.	11/1/2020	PROFESSOR - PART-TIME	Professor	\$118,591	\$143,591	21.08		PAY Sal Inc-Expan/Upgrade Duties	
Harman, John A	10/10/2020	VICE CHANCELLOR (CAMPUS)		\$338,767	\$338,767	0.00		TER Invol Sep-Other Invol Reason	
Hebert, Catherine	11/1/2020	Charles W. Hilton, MD Professorship in Medical Education	Associate Professor	N/A	N/A	N/A		Joint Appointment	
Higginson, Cori L.	11/1/2020	DIRECTOR OF HUMAN RESOURCE MAN		\$115,500	\$164,010	42.00		PRO Promotion-Unclass/Admin Duties	
Laughlin, Robert M	12/1/2020	DEAN OF MAJOR ACADEMIC AREA	Professor	\$275,000	\$312,500	13.64		PRO Promotion-Unclass/Admin Duties	
McLean, Angela M	10/1/2020	Associate Dean for Admissions	Professor	N/A	N/A	N/A		Joint Appointment	
McLean, Angela M	10/1/2020	ASSOCIATE DEAN OF MAJOR ACADEM	Professor	\$115,072	\$130,000	12.97		PRO Promotion-Unclass/Admin Duties	
Reinoso, Maria A.	12/1/2020	Prince Abdulaziz Bin Ahmed Abdulaziz Al-Saud Chair for Study of Retinal Disease	Associate Professor	N/A	N/A	N/A		Joint Appointment	
Schroth, Keith Gerard	11/1/2020	VICE CHANCELLOR (CAMPUS)		\$402,217	\$402,217	0.00		PRO Promotion-Unclass/Admin Duties	
Tomlin III, Jack C	10/1/2020	DENTAL HYGIENIST		N/A	N/A	N/A	12/31/2020	Special Leave with pay or benefits in excess of 30 days within any twelve-m	

LSUHSC-Shreveport

Name	Effective Date	Academic Rank/Title	Faculty Rank	Prev Salary	New Salary	% Net Change	Transaction
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Davis,Tammy J.	9/1/2020	PROFESSOR - CLINICAL SPECIALIS	Professor	\$140,589	\$145,000	3.14	PAY Sal Inc - Equity Adjust Unclas
Faour,Sheila A	11/1/2020	CHIEF FINANCIAL OFFICER		\$275,000	\$315,975	14.9	PAY Change in Pay Unclassified
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Gibson,Marc W.	10/1/2020	EXECUTIVE DIR NON ACADEMIC ARE		\$132,927	\$175,000	31.65	PRO Promotion-Unclass/Admin Duties
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Husan,Ammar	10/1/2020	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$79,497	\$94,748	19.18	PRO Promotion in Faculty Rank
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Jones,Edward F.	11/1/2020	ASST VICE CHAN ADMINISTRATION/		\$177,000	\$203,373	14.9	PAY Change in Pay Unclassified
Le,Hong N.	10/1/2020	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$0	\$125,000	100	HIR Appointment-Academic Rank Uncl
Massey,Patrick A.	7/1/2020	ASSOCIATE PROFESSOR	Associate Professor	\$175,000	\$175,000	0	DTA Change in Title Unclassified
McCallon,Stanley K.	10/1/2020	ASSISTANT DEAN OF MAJOR ACADEM	Associate Professor	\$111,413	\$128,014	14.9	PAY Sal Inc - Equity Adjust Unclas
O'Neal II,Michael D.	10/1/2020	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$0	\$150,000	100	REH Appt- Acad Rank Unclas
Ponna,Pramod Kumar	10/14/2020	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$94,000	\$104,000	10.64	PRO Promotion in Faculty Rank
Rives,Cindy P.	10/1/2020	VICE CHANCELLOR FOR ADMINISTRA		\$0	\$350,000	100	HIR Appointment Unclassified
Salloum,Mohammad N	10/19/2020	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$94,000	\$104,000	10.64	PRO Promotion in Faculty Rank
Shaikh,Sarwan	10/14/2020	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$94,000	\$104,000	10.64	PRO Promotion in Faculty Rank
Shrestha,Rhishi	10/14/2020	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$94,000	\$104,000	10.64	PRO Promotion in Faculty Rank
Thakur,Akhilesh K.	10/17/2020	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$94,000	\$104,000	10.64	PRO Promotion in Faculty Rank
Thomas,Wanda H.	10/1/2020	ASSOCIATE DEAN OF MAJOR ACADEM	Associate Professor	\$150,000	\$150,000	0	DTA Change in Title Unclassified
Weinberger,Paul M.	9/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$150,800	\$150,800	0	DTA Change in Title Unclassified

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Capital Improvements Projects above \$175,000

Updated February 11, 2021

	2020-2021		AMOUNT APPROVED	FUNDS SOURCE	APPROVED BY	APPROVAL DATE
LSU	Chemistry & Materials Building: Room 122 Renovations		\$276,901	Self-Generated	Exec. VP Layzell	09/05/20
	Firing Range Facility rebid		\$375,000	Operational Funds/Other Funds	Exec. VP Layzell	09/15/20
	PERITT Lab Phase 2 Electrical Renovations		\$200,000	Other Ancillary self-generated revenues	Interim Exec. VP Torres	11/10/20
	SVM Chiller Replacement		\$950,000	Operational Funds	Interim Exec. VP Torres	12/16/20
	SVM Water Line Replacement		\$225,000	Operational Funds	Exec. VP Layzell	09/15/20
	Transportation		\$750,000	Other Ancillary self-generated revenues	Interim Exec. VP Torres	12/16/20
	Total LSU		\$2,756,901			
LSUS	Science Building & Technology Center Building Emergency Power System		\$305,000	Tuition & Fees	Exec. VP Layzell	10/22/20
	Technology Center Air Handling Unit Replacement		\$360,000	Operational Funds	Interim Exec. VP Torres	01/15/21
			\$665,000			
HSCS	Med/Peds and Genral Internal Renovations		\$387,225	Fees generated from physician collections	Interim Exec. VP Torres	11/17/20
			\$387,225			
TOTAL CAPITAL PROJECTS APPROVALS 2020-2021			\$3,809,126			

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Capital Improvements Projects above \$175,000

Updated February 11, 2021

	2019-2020		AMOUNT APPROVED	FUNDS SOURCE	APPROVED BY	APPROVAL DATE
LSU	Allen Hall 1st Floor Classroom Renovations		\$450,000	Operationsl Funds	Exec. VP Layzell	03/13/20
	Chemical Engineering Restroom Renovations		\$250,000	Operational Funds	Exec. VP Layzell	01/14/20
	East Campus Apartments Building #4 Roof Repairs		\$265,320	Auxiliary Funds	Exec. VP Layzell	09/06/19
	FETI New Building for SCBA & Compressor		\$175,453	Operational Funds	Exec. VP Layzell	03/02/20
	Firing Range Facility		\$292,000	Other Funds	Exec. VP Layzell	12/20/19
	Food Science Building Tile Roof Repair		\$350,000	Self-Generated	Exec. VP Layzell	12/20/19
	Football Operations Building: Video Tower		\$250,000	Auxiliary Funds	Exec. VP Layzell	05/18/20
	Hill Memorial Library Renovation		\$290,000	Foundation Funds	Exec. VP Layzell	04/02/20
	Jesse Coates: Biology Teaching Labs		\$480,000	Auxiliary Funds	Exec. VP Layzell	12/20/19
	Residential College North Hall Painting		\$250,000	Auxiliary Funds	Exec. VP Layzell	03/13/20
	Student Union Roof Replacements Area 2 & Area 3		\$340,122	Auxiliary Funds	Exec. VP Layzell	02/10/20
	Student Union Tiger Card Office Renovation		\$225,000	Auxiliary Funds	Exec. VP Layzell	12/06/19
	SVM: Large Animal Operating Room 1817C & 1817G Replace OR Lights		\$210,000	Operational Funds	Exec. VP Layzell	03/24/20
	Williams Hall 3rd Floor Lab Renovations		\$282,582	Operational Funds	Exec. VP Layzell	11/18/19
		Subtotal LSU		\$4,110,477		
AgCenter	Burden Trees & Trails Restroom re-approval adding \$160,000		\$510,000	Donated funds	Board of Regents	01/10/19
		Subtotal AgCenter	\$510,000		Exec. VP Layzell	03/16/20
HSCNO	Alled Health/School of Nursing (AHSON) 7th & 8th Floor Restroom Renovation		\$395,000	Operational Funds	Exec. VP Layzell	07/15/19
	Dental School Orthodontics Conf. Rm. & Offices Renovation		\$300,000	Foundation Funds	Exec. VP Layzell	03/20/20
	MEB 1st Floor Lobby Flooring Replacement		\$300,000	Self Generated	Exec. VP Layzell	03/20/20
	Subtotal HSCNO		\$995,000			
LSUS	Asphalt Parking Lot Repair Overlay		\$446,674	Tuition & Fees	Exec. VP Layzell	01/06/20
	Baseball Locker Room Facility		\$476,440	Auxiliary Revenues	Exec. VP Layzell	12/05/19
	Business Education Building 1st Floor Corridor Improvements		\$408,000	Tuition/Fee Revenue	Exec. VP Layzell	12/05/19
	Business Education Building Business Intelligence Lab		\$213,400	Tuition & Fees	Exec. VP Layzell	01/23/20
	Business Education Building Curriculum Remodel		\$408,000	Online Tuition/Fee Revenue	Exec. VP Layzell	11/10/19
	Business Education Building Student Advising Center Suite & Boardroom Reno		\$268,320	Tuition & Fees	Exec. VP Layzell	04/15/20
	Health & Physical Education Building Locker Room Remodeling		\$455,900	Tuition & Fees	Exec. VP Layzell	01/23/20
	Health & Physical Education Building Racket Ball Courts		\$396,300	Tuition & Fees	Exec. VP Layzell	01/23/20
	Science Lecture Hall Renovation		\$425,000	Online Tuition/Fee Revenue	Exec. VP Layzell	12/05/19
	Tennis Storage Restroom		\$220,451	Tuition & Fees	Exec. VP Layzell	06/01/20
		Subtotal LSUS		\$3,718,485		
TOTAL CAPITAL PROJECTS APPROVALS 2019-2020			\$9,333,962			

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Capital Improvements Projects above \$175,000

Updated February 11, 2021

	2018-2019		AMOUNT APPROVED	FUNDS SOURCE	APPROVED BY	APPROVAL DATE
LSU	Foster Hall Renovations		\$470,000	Other Ancillary Self-Generated Revenues	Exec. VP Layzell	07/10/18
	Hill Memorial Library Roof Replacement		\$490,000	Ancillary Self-Generated Revenues	Exec. VP Layzell	09/27/18
	Louisiana Animal Disease Diagnostic Laboratory 2nd Floor Lab Addition		\$633,600	School of Vet. Med. Self-Generated Revenue	Exec. VP Layzell	09/20/18
	Military Science Building Roof Replacement		\$860,000	Ancillary Self-Generated Revenues	Exec. VP Layzell	09/27/18
	PERTT Facility Building Repairs-Roof Replacement		\$337,733	Operational Funds	Exec. VP Layzell	12/14/18
	East Campus Apartments Building #9 Roof Repairs		\$265,320	Auxiliary Funds	Exec. VP Layzell	05/07/19
	School of Veterinary Medicine Toilet Room Renovations (1204-1206, 1406-1121)		\$301,962	Self-Generated Revenue	Exec. VP Layzell	05/07/19
	PMAC AHU 9 Replacement-Volleyball		\$490,000	Auxiliary Funds	Exec. VP Layzell	05/03/19
	Pleasant Hall Renovation		\$490,000	Operational Funds	Exec. VP Layzell	10/25/18
	Pleasant Hall Renovation Budget Increase		\$118,000	Additional Operational Funds	Board of Regents	03/04/19
	Student Health Center Subsurface Drainage Installation		\$360,000	Auxiliary Funds	Exec. VP Layzell	09/20/18
		Subtotal LSU	\$4,816,615			
AgCenter	Burden Museum & Gardens New Entrance Road		\$450,000	½ Burden Foundation, ½ AgCenter, ½ LSU	Exec. VP Layzell	01/10/19
		Subtotal AgCenter	\$450,000		Exec. VP Layzell	
HSCNO	MEB 3rd Floor Audio-Visual Training Center		\$350,000	Self-Generated Revenues	Exec. VP Layzell	03/27/19
	Clinical Sciences and Research Building (CSRB) Lab Renovation 4th Floor		\$450,000	Indirect Fee Grant	Exec. VP Layzell	06/24/19
	Clinical Sciences and Research Building (CSRB) Purchase of Replacement AHU		\$395,000	Self-Generated Revenues	Exec. VP Layzell	06/24/19
		Subtotal HSCNO	\$350,000			
LSUE	Acadian Hall Kitchen Renovation		\$456,986	Auxiliary Revenues	Exec. VP Layzell	03/11/19
		Subtotal LSUE	\$456,986			
LSUS	Business Education Building 3rd Floor Renovation		\$237,450	Self-Generated (Fees & Tuition)	Exec. VP Layzell	03/27/19
	Cyber Collaboratory		\$450,000	Self-Generated (Fees & Tuition)	Exec. VP Layzell	08/21/18
	New Soccer Building		\$449,500	Self-Generated (Fees & Tuition)	Exec. VP Layzell	04/03/19
	Student Veteran Resource Center		\$200,000	Self-Generated (Fees & Tuition)	Exec. VP Layzell	07/31/18
		Subtotal LSUS	\$1,336,950			
TOTAL CAPITAL PROJECTS APPROVALS 2018-2019			\$7,410,551			

**Report to LSU Board of Supervisors: Capital Improvements Projects above \$175,000
All Campuses Last 3 Years**

Updated February 11, 2021

	2017-2018		AMOUNT APPROVED	FUNDS SOURCE	APPROVED BY	APPROVAL DATE
LSU	Alex Box Seating Bowl Waterproofing Budget Increase (original approval \$300,000)		\$436,700	Auxiliary Funds	Exec. VP Layzell	06/20/17
	Bernie Moore Track Pavilion		\$365,000	Auxiliary Funds	Exec. VP Layzell	05/15/17
	Choppin Hall 2nd Floor Laboratory Renovation		\$300,000	Self Generated Revenues & Operational Funds	Exec. VP Layzell	12/05/17
	Cub Complex Baseball Field Lighting		\$400,000	Auxiliary Funds	Exec. VP Layzell	11/28/17
	Dodson Hall HVAC Replacement		\$483,033	Auxiliary Funds	Exec. VP Layzell	03/26/18
	Environmental Test Chamber for Construction Management		\$225,000	Other- Departmental & Grant Funding	Exec. VP Layzell	12/18/17
	Football Operations Practice Field Video Tower Foundations		\$175,000	Auxiliary Funds	Exec. VP Layzell	11/28/17
	Natorium Toilet Suite Renovations		\$300,000	Auxiliary Funds	Exec. VP Layzell	08/10/17
	Natorium Toilet Suite Renovations budget increase		\$369,950	Auxiliary Funds	Exec. VP Layzell	08/17/17
	Open Jet Facility		\$255,750	Operational Funds	Exec. VP Layzell	02/19/18
	School of Veterinary Medicine budget increase from \$725,000 to \$851,000		\$851,000	Other- SVM cash reserve funds	Board of Regents	06/06/18
	Tiger Stadium Field Improvements 2017		\$400,000	Auxiliary Funds	Exec. VP Layzell	02/19/17
	Tiger Stadium East Renovations for Concessions		\$458,570	Auxiliary Funds	Exec. VP Layzell	06/20/17
	Vet Med Annex 193A Cage Washer Room Renovations		\$275,000	Operational Funds	Exec. VP Layzell	02/19/17
	Welcome Center Renovations		\$350,000	Operational Funds	Exec. VP Layzell	08/11/17
		Subtotal LSU	\$5,645,003			
AgCenter	Audubon Sugar Institute Roof Replacement		\$496,830	Other-LSU Ancillary Self-Generated Revenue	Exec. VP Layzell	05/08/18
	Equipment Storage Building- Rice Research Building		\$300,000	Other- Rice Research Board Grant	Exec. VP Layzell	11/19/17
	Rice Mill Equipment Installation		\$200,000	Technology Funds	Exec. VP Layzell	03/26/18
	Warehouse Renovations for Food Incubator Bottline Line		\$495,000	Self-Generated Funds	Exec. VP Layzell	09/07/17
		Subtotal AgCenter	\$1,491,830		Exec. VP Layzell	11/20/17
HSCNO	AHSON 3rd & 4th Floor Renovation		\$350,000	Operational Funds	Exec. VP Layzell	10/25/17
	Human Development Center Infant Room Renovation		\$250,000	Self- Generated Funds- Unrestricted	Exec. VP Layzell	10/25/17
	Seton Building Entrance Lobby Renovation		\$350,000	Self- Generated Funds- Unrestricted	Exec. VP Layzell	11/28/17
	Seton Building 2nd Floor Office Renovation- ULL Pharmacy		\$285,000	Self- Generated Funds- Unrestricted	Exec. VP Layzell	02/26/18
	Seton Building 1st Floor Office Renovation		\$478,125	Self- Generated Funds- Unrestricted	Exec. VP Layzell	10/25/17
		Subtotal HSCNO	\$1,713,125			
HSCS	Medical School Educational Space Renovations Phase II		\$350,000	Wise Funding	Exec. VP Layzell	01/22/18
	Medical School Educational Space Renovations Phase I increase scope		\$495,000	Self- Generated Funds- Unrestricted Funds	Exec. VP Layzell	10/25/17
		Subtotal HSCS	\$845,000			
LSUS	HPE Roof Replacement		\$948,000	Self- Gen Funds- MBA Program, BOR Emergency Funds Other DM Funds	Exec. VP Layzell	03/01/18
		Subtotal LSUS	\$948,000			
TOTAL CAPITAL PROJECTS APPROVALS 2017-2018			\$9,797,958			

Report to LSU Board of Supervisors: Design Contracts
All Campuses Last 3 Years

Updated February 11, 2021

	2020-2021 Design Contracts		Designer Fee	Reimbursables or other fees	Revised Total	Designer	Approved by	Approval Date
LSU A&M	Chemistry & Materials Building Room 122 Renovations		\$31,130	\$1,000	\$32,130	Bradley Blewster & Associates	AVP Mahaffey	09/08/20
LSU A&M	Jesse Coates Biology Teaching Labs Renovation-3rd Floor		\$44,524	\$5,000	\$49,524	Greenleaf Lawson Architects	AVP Mahaffey	12/01/20
		Subtotal	\$75,654	\$6,000	\$81,654			
	Veterinary Medicine Accreditation Repairs		\$126,973	\$0	\$126,973	Hoftpaur Studio, LLC	Architect Selection Board	09/16/20
		Subtotal	\$126,973	\$0	\$126,973			
	Total LSU A&M		\$202,627	\$6,000	\$208,627			
HSCNO	MEB 2nd Floor Restrooms Renovation		\$13,600	1.10 x actual	Fee + Reimbursables	Mathes Brierre Architects	AVP Mahaffey	09/16/20
		Total	\$13,600					
HSCS	6th Floor Department of Medicine Renovations-Phase I		\$48,420	1.15 x Actual	Fee + Reimbursables	Prevot Design	AVP Mahaffey	09/18/19
		Total	\$48,420					
LSUS	Business & Education Bldg. Convert Classrooms to Office 2nd Floor		\$12,294.00	\$0.00	\$12,294.00	Sutton Beebe Babin Architects	AVP Mahaffey	02/05/21
	Administration Building Foundation Labby & Chancellors Suite		\$15,800.00	\$0.00	\$15,800.00	Sutton Beebe Babin Architects	AVP Mahaffey	02/08/21
	Noel Library Student Development Suite		\$38,021.79	\$0.00	\$38,021.79	Sutton Beebe Babin Architects	AVP Mahaffey	02/02/21
	University Center Diversity & Inclusion office		\$16,364.90	\$0.00	\$16,364.90	Sutton Beebe Babin Architects	AVP Mahaffey	02/08/21
	Collaboratory Technology Equipment Room		\$16,995.00	\$0.00	\$16,995.00	Sutton Beebe Babin Architects	AVP Mahaffey	11/9/2020
	Technology Center Building Replacement of End of Life Air Handling Units		\$23,650.00	\$0.00	\$23,650.00	Purtle & Associates, LLC	AVP Mahaffey	01/14/21
		Total	\$123,125.69	\$0.00	\$123,125.69			
	TOTAL ALL CAMPUSES 2020-2021		\$387,772	\$6,000	\$413,406			

Report to LSU Board of Supervisors: Design Contracts
All Campuses Last 3 Years

Updated February 11, 2021

	2019-2020 Design Contracts	Designer Fee	Reimbursables or other fees	Revised Total	Designer	Approved by	Approval Date
LSU A&M	Chemical Engineering Restrooms Renovation	\$29,583	\$5,000	\$34,583	Greenleaf Lawson Architects	AVP Danny Mahaffey	01/13/20
	Honors College Site Plan Schematic Design	\$44,000	\$5,000	\$49,000	Tipton Associates	AVP Danny Mahaffey	08/28/19
	Howe Russell: Replace Two AHU's	\$83,613		\$83,613	Henry C. Eyre Consulting Engineers	AVP Danny Mahaffey	01/29/20
	Jesse Coates Biology Teaching Labs	\$53,593	\$5,000	\$58,593	Greenleaf Lawson Architects	AVP Danny Mahaffey	01/13/20
	Sciences Utility Infrastructure Improvements-Sciences Strategic Capital Plan Phase 2	\$136,094		\$136,094	Infinity Engineering Consultants	AVP Danny Mahaffey	01/29/20
	Student Union Roof Replacements	\$23,492	\$1,780	\$25,272	Neal Johnson, LLC	AVP Danny Mahaffey	05/11/20
	Williams Hall 3rd Floor Lab Renovation	\$31,681	\$500	\$32,181	Mougeot Architecture	AVP Danny Mahaffey	09/12/19
	Subtotal	\$402,056	\$17,280	\$419,336			
LSU A&M	Innovation Park Roadway Improvements Project	\$1,664,371	\$0	\$1,664,371	Professional Engineering Consultants Corp.	Architect Selection Board	09/10/19
	Subtotal	\$1,664,371	\$0	\$1,664,371			
	Total LSU A&M	\$2,066,427	\$17,280	\$2,083,707			
AgCenter	LSU Burden Botanic Gardens Drainage	\$28,477		\$28,477	Bonton Associates	AVP Danny Mahaffey	01/14/20
	NFS Programming-Food Science	\$30,000		\$30,000	Bonton Associates	AVP Danny Mahaffey	01/14/20
	Total AgCenter	\$58,477		\$58,477			
HSCNO	AHSON 7th & 8th Floor Restroom Renovation	\$16,600	1.10 x actual	Fee + Reimbursables	Mathes Brierre Architects	AVP Mahaffey	07/10/19
	Dental School Orthodontics Conference Room & Office Renovation	\$11,980	1.10 x actual	Fee + Reimbursables	Mathes Brierre Architects	AVP Mahaffey	03/23/20
	Subtotal	\$16,600		\$0			
HSCNO	Replacement of How Water Supply & Return Lines	\$66,477		\$66,477	M & E Consulting, Inc.	Engineer Selection Board	01/08/20
	Subtotal	\$66,477		\$66,477			
	Total HSCNO	\$83,077	\$0	\$66,477			
HSCS	Center for Medical Education and Wellness	\$1,862,920	\$0	\$1,862,920	Coleman Partners Architects/Perkins and Will Inc. AJV	Architect Selection Board	09/10/19
	Total HSCS	\$1,862,920	\$0	\$1,862,920			
LSUS	Baseball Locker Room Facility	\$46,800	\$3,200	\$50,000	Sutton Beebe Babin Architects	AVP Mahaffey	12/03/19
	Bike Path & Running Path Preliminary Design	\$14,700		\$14,700	Sutton Beebe Babin Architects	AVP Mahaffey	08/26/19
	Bronson Hall Renovation to Rooms 252 & 242	\$20,815		\$20,815	Sutton Beebe Babin Architects	AVP Mahaffey	12/19/19
	Business Education Building Curriculum Resource Center Remodel	\$39,780		\$39,780	Sutton Beebe Babin Architects	AVP Mahaffey	11/04/19
	Business Intelligence Lab	\$24,670		\$24,670	Sutton Beebe Babin Architects	AVP Mahaffey	01/14/20
	Health & PE Building Convert Racket Ball Courts to Exercise Physiology	\$39,557		\$39,557	Sutton Beebe Babin Architects	AVP Mahaffey	01/14/20
	Health & PE Building Locker Room Remodeling	\$53,516		\$53,516	Sutton Beebe Babin Architects	AVP Mahaffey	01/14/20
	Noel Memorial Library Waterproofing	\$15,812	\$0	\$15,812	Sutton Beebe Babin Architects	AVP Mahaffey	
	Science Lecture Hall Renovation	\$45,959		\$45,959	Prevot Design	AVP Mahaffey	11/21/19
	Total LSUS	\$301,609	\$3,200	\$304,809			
PBRC	Reroof Comparative Biology, Utilities & Central Store	\$64,608		\$64,608	Post Architects, LLS	Architect Selection Board	09/10/19
	Total LSUS	\$64,608	\$0	\$64,608			

Report to LSU Board of Supervisors: Design Contracts
All Campuses Last 3 Years

Updated February 11, 2021

TOTAL ALL CAMPUSES 2019-2020			\$4,378,641	\$20,480	\$4,382,521			
	2018-2019 Design Contracts		Designer Fee	Reimbursables or other fees	Revised Total	Designer	Approved by	Approval Date
LSU A&M	Choppin Hall 7th Floor Lab Renovation		\$14,707	\$500	\$15,207	Mougeot Architecture	AVP Danny Mahaffey	06/17/19
	Design Building Skylight Replacement		\$78,798	\$4,700	\$83,498	Post Architects	AVP Danny Mahaffey	07/12/18
	Hatcher Hall Exterior Skin Upgrades		\$42,104	\$1,500	\$43,604	GD Architecture	AVP Danny Mahaffey	03/18/19
	Lab School Entry Project		\$24,547	\$2,500	\$27,047	Tipton Assoc.	AVP Danny Mahaffey	12/13/18
	Nicholson Hall Roof Replacement		\$41,595		\$41,595	Jerry M. Campbell & Associates	AVP Danny Mahaffey	04/30/19
	PMAC Volleyball HVAC Replacement		\$33,916	\$9,306	\$43,222	Henry C. Eyre, Jr. PE, Inc.	AVP Danny Mahaffey	04/16/19
	Roosevelt Apartments Abatement & Demolition		\$10,412	\$14,773	\$25,185	Wynn White Consulting Engineers	AVP Danny Mahaffey	05/28/19
	Student Health Moisture Issues		\$39,691	\$9,300	\$48,991	Wynn White Consulting Engineers	AVP Danny Mahaffey	09/19/18
	Student Union Tiger Card Office Renovation		\$22,706	\$2,000	\$24,706	GraceHebert Architects	AVP Danny Mahaffey	02/12/19
	University Stores Renovations for Parking & Transportation		\$41,595	\$500	\$42,095	Jerry M. Campbell & Associates	AVP Danny Mahaffey	05/28/19
	Vet School Master Plan Proposal		\$40,000	Actual Cost	\$40,000	Tipton Assoc.	AVP Danny Mahaffey	09/19/18
	Vet School Toilet Room Renovation at 2 1st Floor Student Locker Rooms		\$34,026	\$1,000	\$35,026	Bradley-Blewster Assoc.	AVP Danny Mahaffey	01/23/19
		Subtotal	\$424,098	\$46,079	\$470,177			
LSU A&M	HP Long Field House Renovations		\$1,664,371		\$1,664,371	Remson Aley Herpin Architects/ Tipton Assoc.	Architect Selection Board	11/27/18
	La. Animal Disease Diagnostic Laboratory (LADDL) 2nd Floor Lab Addition		\$40,495		\$40,495	GD Architecture	Architect Selection Board	11/27/18
		Subtotal	\$1,704,866	\$0	\$1,704,866			
	Total LSU A&M		\$2,128,964	\$46,079	\$2,175,043			
AgCenter	Efferson Hall Conference Room Renovation		\$10,438	\$500	\$10,938	Domain Architecture	AVP Mahaffey	07/12/18
	Total AgCenter		\$10,438	\$500	\$10,938			
HSCNO	CSRB 4th Floor Renovations		\$25,550	1.10 x actual	\$25,550	Mathes Brierre Architects	AVP Mahaffey	06/24/19
	Total HSCNO		\$25,550		\$25,550			
HSCS	Medical School B-Building HVAC Replacement		\$284,231		\$284,231	John J. Guth Assoc.	Engineer Selection Board	11/27/18
	Total HSCS		\$284,231	\$0	\$284,231			
LSUS	Technology Center Cyber Collaboratory Project		\$42,671	\$4,500	\$47,171	Sutton Beebe Babin Architects	AVP Mahaffey	09/21/18
	Veterans Resource Center		\$20,397	\$0	\$20,397	Sutton Beebe Babin Architects	AVP Mahaffey	08/02/18
	Total LSUS		\$63,068	\$4,500	\$67,568			
TOTAL ALL CAMPUSES 2018-2019			\$2,486,701	\$51,079	\$2,537,780			

Report to LSU Board of Supervisors: Design Contracts
All Campuses Last 3 Years

Updated February 11, 2021

	2017-2018 Design Contracts	Designer Fee	Reimbursables or other fees	Revised Total	Designer	Approved by	Approval Date
LSU A&M	Central Plant CW Piping Assessment & Repair	\$35,029		\$35,029	Infinity Engineering Consultants	AVP Danny Mahaffey	03/19/18
	College of Science Program Refinement	\$39,400	\$1,500	\$40,900	Holly & Smith Architects	AVP Danny Mahaffey	02/14/18
	Dodson Hall HVAC Bidding through CA	\$19,897		\$19,897	Jerry M. Campbell & Assoc.	AVP Danny Mahaffey	03/15/18
	Open Jet Proposal (Old River Model Facility)	\$13,661		\$13,661	Forte Tablada	AVP Danny Mahaffey	7/17/2017
	PERTT Building Phase I Repairs	\$42,753	\$500	\$43,253	Neal Johnson	AVP Danny Mahaffey	05/18/18
	South Stadium Drive Sewer Improvements	\$27,364	\$11,950	\$39,314	Boyd Holmes Engineering	AVP Danny Mahaffey	08/17/17
	SVM La. Animal Disease Diagnostic Laboratory (LADDL) 2nd Floor Lab	\$39,246	\$1,000	\$40,246	Foil Wyatt	AVP Danny Mahaffey	08/23/17
	Student Union Interior	\$19,492		\$19,492	GraceHebert Architects, APAC	AVP Danny Mahaffey	06/15/18
	Tiger Stadium Concession Additional Design Services	\$22,000		\$22,000	Nesbit & Assoc.	AVP Danny Mahaffey	01/23/18
	Tiger Stadium South Stadium Rail Replacement	\$42,307		\$42,307	Wardlaw & Lasseigne	AVP Danny Mahaffey	04/04/18
	University Administration Building Boardroom Lighting Upgrades	\$13,000		\$13,000	AST Engineers	AVP Danny Mahaffey	10/17/17
	University High Baseball Field Lighting Project	\$35,320		\$35,320	Nesbit & Assoc.	AVP Danny Mahaffey	10/27/17
	University Lab School Foundation/Lounge Space	\$15,238	\$1,500	\$16,738	Tipton Assoc.	AVP Danny Mahaffey	09/13/17
	Subtotal	\$364,707	\$16,450	\$381,157			
	Design Building Skylight	\$78,798		\$78,798	Post Architects	Architect Selection Board	06/06/18
	Hebert Law Center Roof Replacement	\$41,981		\$41,981	BE-CI, Inc. & Neal Johnson, AJV	Architect Selection Board	09/28/17
	Memorial Tower Renovations	\$382,941		\$382,941	Jerry M. Campbell & Assoc., APAC	Architect Selection Board	09/28/17
	Stephenson Veterinary Hospital	\$607,315		\$607,315	Tipton Assoc. APAC in Association with Architect 449	Architect Selection Board	09/28/17
	Tiger Stadium Field and Drainage Replacement	\$141,954		\$141,954	Manchac Consulting Groups	Engineer Selection Board	07/27/17
	Subtotal	\$1,174,191	\$0	\$1,252,989			
	Total LSU A&M	\$1,538,898	\$16,450	\$1,634,146			
AgCenter	Audubon Sugar Institute Roof Replacement	\$51,383		\$51,383	Jerry M. Campbell & Assoc.	AVP Mahaffey	07/24/17
	Burden Museum and Gardens Urban Farm Proposal	\$17,750	\$750	\$18,500	Suzanne Turner & Assoc.	AVP Mahaffey	07/10/17
	Animal & Food Science Laboratory Shaka Retort & Steam Generator for Lab 10	\$11,668		\$11,668	Henry C. Eyre, Jr., P.E.	AVP Mahaffey	12/18/17
	Total AgCenter	\$80,801	\$750	\$81,551			
HCSD	Lallie Kemp Medical Center Chiller Plant Upgrade	\$44,365	\$0	\$44,365	Howell Consultants	AVP Mahaffey	10/26/17
	Total Lallie Kemp	\$44,365	\$0	\$44,365			
LSUE	Library Renovations for New Testing Center	\$13,500	\$1,500	\$15,000	The Sellers Group	AVP Mahaffey	11/15/17
	Total LSUE	\$13,500	\$1,500	\$15,000			
LSUS	Replace Roof, Health & Physical Education Building	\$57,424	\$0	\$57,424	Sutton Beebe Babin Architects	Architect Selection Board	06/06/18
	Total LSUS	\$57,424	\$0	\$57,424			
	TOTAL ALL CAMPUSES 2017-2018	\$1,734,988	\$18,700	\$1,832,486			

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Foundation Construction Related Agreements*

Updated February 11, 2021

**Donation to follow upon completion and acceptance of all work or as stated in the agreement*

2020-2021					Estimated	Approval	
Document Type	Campus	Lessor	Lessee	Project	Cost	Date	Approved by
License for Use Agreement	PBRC	LSU BoS	Pennington Biomedical Research Foundation	Center for Excellence in Bariatric/Metabolic Surgery and Research	\$3,500,000	3/9/2020	Interim Pres. Galligan
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	PMAC Retractable Bleacher Repairs	\$100,000	11/16/2020	Int. Exec VP Torres
2019-2020					Estimated	Approval	
Document Type	Campus	Lessor	Lessee	Project	Cost	Date	Approved by
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Alex Box Practice Facility Pitching Center	\$130,000	8/23/2019	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Renovation	\$750,000	4/3/2020	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Tiger Stadium North Players Chute	\$130,000	5/20/2020	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Tiger Stadium Lawton Room Updates	\$450,000	5/20/2020	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Indoor Practice Facility Air Handler Upgrades	\$525,000	5/20/2020	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Tiger Stadium Monuments	\$80,000	5/27/2020	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Alex Box Team Room	\$350,000	5/27/2020	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Tiger Stadium East & West Bowl Structural Repairs	\$175,000	5/20/2020	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	PMAC Floor Expansion & Refinishing	\$150,000	5/20/2020	Exec. VP Layzell
Lease Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Charles McClendon Outdoor Practice Facility Replacement of Synthetic Turf	\$1,700,000	1/22/2020	Int. Pres. Galligan
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Tiger Stadium- North End Zone joint Repairs Ph. 11	\$550,000	12/31/2019	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Gymnastics Practice Facility Vault Lift Installation	\$175,000	8/8/2019	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Pete Maravich Statue Installation & Plaza	\$250,000	8/8/2019	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	PMAC Replacement & Installation of Indoor Lighting Equipment	\$80,000	8/8/2019	Exec. VP Layzell
2018-2019					Estimated	Approval	
Document Type	Campus	Lessor	Lessee	Project	Cost	Date	Approved by
License for Use Agreement	LSU	LSU BoS	Recital Hall LLC (REFF)	New Music Building Recital Hall Renovation	\$3,500,000	9/20/2018	Exec. VP Layzell
Lease Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Alex Box Champions Plaza	\$1,000,000	12/17/2018	Pres. Alexander
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Beach Volleyball Waterproofing Repairs	\$350,000	7/31/2018	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Dr. Billy Cannon Statue Installation and Plaza	\$250,000	7/23/2018	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Golf Practice Facility Hitting Bay Improvements	\$40,000	4/26/2019	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Tennis Complex Resurfacing of Courts	\$180,000	6/10/2019	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Tiger Stadium North End Zone Joint Repairs Ph. I	\$350,000	7/23/2018	Exec. VP Layzell
Lease Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Tiger Stadium S. Plaza Victory Recognition	\$1,600,000	12/10/2018	Pres. Alexander
License for Use Agreement	LSU	LSU BoX	SLA LLC (REFF)	School of Landscape Architecture Renovations	\$574,810	9/12/2018	Exec. VP Layzell

2017-2018					Estimated	Approval	
Document Type	Campus	Lessor	Lessee	Project	Cost	Date	Approved by
Lease Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Alex Box Batting Cage Facility Renovation and Expansion	\$2,000,000	3/19/2018	Pres. Alexander
Lease Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Athletics Administration Building Multi-Facility Tech Improvements	\$2,000,000	3/19/2018	Pres. Alexander
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Band Hall Renovation Agreement	\$70,000	7/25/2017	Exec. VP Layzell
Lease Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Football Operations Center Phase II Renovations & Expansion	\$23,000,000	2/9/2018	Pres. Alexander
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	North Bowl Improvements	\$970,119	3/6/2017	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	West Bowl Improvements	\$906,622	3/6/2017	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	East Bowl Improvements	\$982,906	3/6/2017	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Martin Broussard Hydrotherapy Pool Replacement and Renovation Project	\$905,000	3/19/2018	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Natatorium LED Lighting project	\$300,000	3/19/2018	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Tiger Stadium Concessions and Related Improvements	\$646,462	6/1/2018	Exec. VP Layzell
Lease Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Tiger Stadium Concessions Renovation & Expansion Phase II	\$2,750,000	4/2/2018	Pres. Alexander
License for Use Agreement	LSU Eunice	LSU Eunice	LSU at Eunice Foundation	Use of Space to construct Soccer Fields	\$300,000	6/5/2018	Exec. VP Layzell

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Grants of Mineral Rights

Updated February 11, 2021

2020-2021															
Campus that Benefits	Sale Date	State Lease #	Leased to:	Operated by	Release Date	Parish	Section, Township, Range	Acres Bid	Lease Term	Cash Bonus	Price Per Acre	Rentals/Year	Royalty	Accepted Acres	Accepted Bonus
n/a															
2019-2020															
Campus that Benefits	Sale Date	State Lease #	Leased to:	Operated by	Release Date	Parish	Section, Township, Range	Acres Bid	Lease Term	Cash Bonus	Price Per Acre	Rentals/Year	Royalty	Accepted Acres	Accepted Bonus
AgCenter	07/10/19	21927	Mack Energy Co.			East Baton Rouge	S65-66-67-68-69-70, T8S, R1W	674.780	3 years	\$84,347.50	\$250.00	\$84,347.50	22.5%	674.780	\$84,347.50
2018-2019															
Campus that Benefits	Sale Date	State Lease #	Leased to:	Operated by	Release Date	Parish	Section, Township, Range	Acres Bid	Lease Term	Cash Bonus	Price Per Acre	Rentals/Year	Royalty	Accepted Acres	Accepted Bonus
n/a															
2017-2018															
Campus that Benefits	Sale Date	State Lease #	Leased to:	Operated by	Release Date	Parish	Section, Township, Range	Acres Bid	Lease Term	Cash Bonus	Price Per Acre	Rentals/Year	Royalty	Accepted Acres	Accepted Bonus
n/a															

**Report to LSU Board of Supervisors:
All Campuses**

Other Agreements and Approval Requests

Updated February 11, 2021

2020-2021				
Document Type	Campus	Lessor or Seller or Assignor	Lessee or Buyer or Assignee	Related Agreements or Purpose
Fire Marshall Covenant for LSU Old President's Hosue	LSU	LSU BoS	La. State Fire Marshal	Give a legal covenant to the La. State Fire Marshal to bind and encumber maximum occupancy of Old Pres. House Rm. 1004 to maximum occupancy of 49 persons
Purchase of Property at 2127 Poydras St., New Orleans	HSCNO	Daniel Jackson	LSU Health Foundation New Orleans	Future donation to LSU Health New Orleans
Addendum to Lease Agreement between La. Cancer Research Center (LCRC) & LSU Health Science Center New Orleans (HSCNO)	HSCNO	LSRC	HSCNO	HSCNO agrees to manage & finance repairs to equipment in HSCNO's leased area of LCRC Building
2019-2020				
Document Type	Campus	Lessor or Seller or Assignor	Lessee or Buyer or Assignee	Related Agreements or Purpose
Approval of Nicholson Gateway Retail Lease	LSU	Nicholson Gateway Project, LLC	Torchys Tacos	Lease of Retail Space
Approval of Nicholson Gateway Retail Lease	LSU	Nicholson Gateway Project, LLC	AT&T	Lease of Retail Space
Approval of Nicholson Gateway Retail Lease	LSU	Nicholson Gateway Project, LLC	Fat Boys Pizza	Lease of Retail Space
Cooperative Endeavor Agreement	LSU	LSU	LSU Research Foundation	Amended & Restated CEA for the La. Emerging Technologies Center and the La. Digital Media Facility to include obligations related to LSU's Innovation Park
Cooperative Endeavor Agreement	LSU	LSU, BREC, City of Baton Rouge & Parish of East Baton Rouge, and University Lakes, LLC (REFF an affiliated entity of LSU Foundation)		CEA for Lakes Project Advisor
MOU Master Plan of the Lakes	LSU	LSU, State of La., City & Parish of EBR, BREC, BRAF & REFF		Memorandum of Understanding for the University Lakes Project
MOU for the LED Fast Start Fivision and Program	LSUS	LED	LSU, UL, SU, & TCTC Systems	Memorandum of Understanding

**Report to LSU Board of Supervisors:
All Campuses**

Other Agreements and Approval Requests

Updated February 11, 2021

	2018-2019			
Document Type	Campus	Lessor or Seller or Assignor	Lessee or Buyer or Assignee	Related Agreements or Purpose
Approval of Nicholson Gateway Retail Lease	LSU	Nicholson Gateway Project, LLC	Simple Greek	Lease of Retail Space
Approval of Nicholson Gateway Retail Lease	LSU	Nicholson Gateway Project, LLC	Private Stock	Lease of Retail Space
Approval of Nicholson Gateway Retail Lease	LSU	Nicholson Gateway Project, LLC	General Health System (Baton Rouge General)	Lease of Retail Space
Kappa Kappa Gamma- Consent to Assignment & Sublease	LSU	LSU BoS	Delta Iota House Assn. of Kappa Kappa Gamma Fraternity	Document needed for financing & construction of new Fraternity house.
Consent to Sublease between LSU BoS for HCSD & Our Lady of Angels Hospital in Bogalusa	HCSD	LSU BoS	Our Lady of Angels Hospital	Agreement to sublease a portion of the property of a substance abuse provider
Purchase Agreement for Property in Square 518 First District New Orleans	HSCNO	LSU BoS	Michael J. Clark	Purchase Agreement for 508-510 S. Galvez in New Orleans
Assignment, Assumption & 3rd Amendment to Lease	AgCenter	LSU BoS	Christian Life Fellowship School & Church of the King, Baton Rouge, Inc.	Agreements for 5.3246 acres adjacent to the Perkins Road farm.
Assignment, Bill of Sale and Conveyance	AgCenter	Camterra Resources Partners Ltd.	Elm Grove Holdings, LLC	
Concurrence to renewal of Long Term Lease with USDA for Honey Bee Research	AgCenter	LSU Agricultural Center	United State Government	Consent to the USDA exercising its option term to renew its existing 50 year Long Term Lease for a renewal term of 50 years beginning 7/1/2018.
Consent to Sublease between LSU Board of Supervisors and Our Lady of the Angels Hospital	LSU BoS	Our Lady of the Angels		
Second Amendment and Restated Ground Lease Agreement	LSU Eunice	LSU BoS	Bengal Village, LLC	Lease Agreements and related documents needed to transfer LSUE on-campus student housing from Eunice Student Housing Foundation the Bengal Village, LLC, the sole member of which is the LSU Real Estate and Facilities Foundation.
Memorandum of Lease- Second Amended and Restated Ground Lease	LSU Eunice	LSU BoS	Bengal Village, LLC	
Facilities Lease	LSU Eunice	LSU BoS	Bengal Village, LLC	
Memorandum of Lease- Facilities Lease	LSU Eunice	LSU BoS	Bengal Village, LLC	
Assignment and Assumption of Lease	LSU Eunice	Eunice Student Housing Foundation, Inc.	Bengal Village, LLC	
Act of Sale with Assumption of Mortgage	LSU Eunice	Eunice Student Housing Foundation, Inc.	Bengal Village, LLC	
Transfer of LSUE Manual Hall Annex Modular Building to LSUA for use by its soccer team.	LSU Eunice	LSU Eunice	LSU Alexandria	Approval to transfer between two LSU campuses in progress. LSU Eunice was no longer utilizing the building and did not need it. LSU Alexandria desires the building for use by the soccer team.
Determination of an Acceptable University Purpose for purchase by LSU Health Foundation New Orleans of building in LaPlace	LSU Health New Orleans	River Parishes Hospital	LSU Health Foundation New Orleans	Consent to purchase of adjacent facility to support ambulatory clinics
Determination of an Acceptable University Purpose for Donation of 3 parcels of property in Mandeville	LSU Health New Orleans	The Al Copeland Family Foundation	LSU Health Foundation New Orleans	A single owner would like to donate 3 parcels in Mandeville near the north end of the causeway bridge. Two parcels total 21.43 acres. The third parcel is 7.6 acres and contains a marina.

**Report to LSU Board of Supervisors:
All Campuses**

Other Agreements and Approval Requests

Updated February 11, 2021

	2017-2018			
Document Type	Campus	Lessor or Seller or Assignor	Lessee or Buyer or Assignee	Related Agreements or Purpose
Act of Exchange	LSU	LSU BoS	New Schools for Baton Rouge	Exchange of properties of equal value to benefit both parties
Approval of Nicholson Gateway Retail Lease	LSU	Nicholson Gateway Project, LLC	Frutta Bowls	Lease of Retail Space
Approval of Nicholson Gateway Retail Lease	LSU	Nicholson Gateway Project, LLC	Matherne's	Lease of Retail Space
Approval of Nicholson Gateway Retail Lease	LSU	Nicholson Gateway Project, LLC	Starbucks	Lease of Retail Space
Approval of Nicholson Gateway Retail Lease	LSU	Nicholson Gateway Project, LLC	Wendy's	Lease of Retail Space
Consent to Amendment of Nicholson Gateway Lease	LSU	Nicholson Gateway Project, LLC	Matherne's	Amendment to Lease of Retail Space
Consent to Amendment of Nicholson Gateway Lease	LSU	Nicholson Gateway Project, LLC	Private Stock	Amendment to Lease of Retail Space
Consent to Amendment of Nicholson Gateway Lease	LSU	Nicholson Gateway Project, LLC	Starbucks	Amendment to Lease of Retail Space
Ground Lease and Construction Agreement	LSU	LSU BoS	Baton Rouge Speech & Hearing Foundation	Ground Lease Agreement for construction of Parking Lot
Consent to Assignment	AgCenter	Camterra Resources	Elm Grove Holdings	Oil & Gas Lease
Determination of Acceptable University Purpose	LSU Health New Orleans	LSU Health Foundation of New Orleans		Purchase Agreement for Property at 2127 and 2133 Poydras St., New Orleans
Intent to Lease	LSU Health New Orleans	LSU Health New Orleans	LSU Health Foundation of New Orleans	Proposed Lease of OB-Gyn Building
Intent to Lease	LSU Health New Orleans	LSU Health New Orleans	LSU Real Estate & Facilities Foundation	Proposed Dental School Housing
Letter Agreement	LSU Health New Orleans	LSU Health New Orleans	Enwave Brookfield District Energy USA, LLC	Install 4" water line

**Report to LSU Board of
All Campuses Last 3 Years**

Property Leases

Updated February 11, 2021

2020-2021													
Campus	Lessor or Sublessor	Lessee or Sublessee	Location	Lease Purpose	BoS Appr.	Start	Lease Term	Sq. Ft.	Annual Rental	Dollars / SF	Terms left	Length	Approved by
AgCenter	Corpus Christi Church	AgCenter	2022 St. Bernard Ave., New Orleans	Option Term #4 for Cooperative Extension Service space	n/a	06/23/20	06/22/21	1,100	\$14,400.00	\$13.09	2	1-year	Interim Pres. Galligan
AgCenter	Town of Vidalia	AgCenter	Vidalia, LA	Option Term #1 for Lease of Space for Concordia Extension Service	n/a	06/14/20	06/30/21	1,393	\$10,000.00	\$7.18	4	1-year	Interim Pres. Galligan
AgCenter	Northeast Educational Development Foundation	AgCenter	10284 Hwy 17 South, Oak Grove, LA	Lease of space for Delta Rural Development Center	n/a	07/01/20	06/30/21	4,999	\$42,500.00	\$8.50	5	1-year	Interim Pres. Galligan
HSCNO	LSU BoS	Audubon Retirement Village, Inc.	200 Henry Clay Avenue, New Orleans	Geriatric teaching-nursing facility to train physicians & allied health professionals to care for elderly & need of Louisiana	01/25/19	06/28/19	06/27/24		\$876,000.00		2	5-years	Pres. Alexander
HSCNO	HSCNO	Domingues Farm	Vermillion Parish	Agricultural Land	n/a	07/20/20	07/19/25	114 acres	\$13,075.30	n/a	1	5-years	Interim Pres. Galligan
HSCNO	HSCNO	LSU Health Foundation, New Orleans	HSCNO Campus at 1545 Tulane Ave., New Orleans	Foundation or its sublessee shall construct improvements to Butterworth & Hutchinson Bldgs. in one or more phases	05/04/18	12/22/20	12/21/25		Year 1 = \$112,148 Yr 2-5 = \$220,320	\$5.75	0		Interim Pres. Galligan
HSCS	HSCS	Family Justice Center	220 Hospital Blvd., Pineville	Lease of space for use as a regional family crisis resource center	n/a	06/24/20	06/23/25	4,951	\$1,460.00		0		Interim Pres. Galligan
HSCS	Haynes Peavy, LLC	HSCS	2015 Fairfield Ave. Ste 2B, Shreveport	Partners in Wellness Clinic	n/a	01/15/21	08/16/22	3,145	\$38,675.04	\$12.30	0		Interim Pres. Galligan

**Report to LSU Board of
All Campuses Last 3 Years**

Property Leases

Updated February 11, 2021

2019-2020													
Campus	Lessor or Sublessor	Lessee or Sublessee	Location	Lease Purpose	BoS Appr.	Start	Lease Term	Sq. Ft.	Annual Rental	Dollars / SF	Terms left	Length	Approved by
LSU	LSU	Baton Rouge Speech & Hearing Foundation	Innovation Park	1st Amendment to Ground Lease for Construction of Parking Lot	n/a	01/23/18	05/29/42	73,183	\$9,056.42		2	20-year	Pres. Alexander
LSU	LSU	LSU Foundation	Nicholson Gateway	Lease for Office Space in Canal Hall	n/a	05/01/19	04/30/24	1,576	\$27,300.00	\$17.32	7	5-year	Pres. Alexander
AgCenter	Corpus Christi Church	AgCenter	2022 St. Bernard Ave., New Orleans	Amendment #2 & Option Term #3 for Cooperative Extension Service space	n/a	06/23/19	06/22/20	1,100	\$14,400.00	\$13.09	2	1-year	Pres. Alexander
AgCenter	NorthEast Educational Development Foundation	AgCenter	10284 Highway 17S, Oak Grove	Option Term #5 for Lease for Delta Rural Development Center	n/a	07/01/19	06/30/20	4,999	\$30,000.00	\$6.00	1	1-year	Pres. Alexander
AgCenter	AgCenter	Iris Solar	Southeast Research Station	1st Amendment to Ground Lease for Construction of Parking Lot	n/a								Pres. Alexander
AgCenter	NorthEast Educational Development Foundation	AgCenter	10284 Highway 17S, Oak Grove	Amendment #1 to Original Lease	n/a	07/01/19	06/30/20	4,999	\$37,000.00	\$7.50	1	1-year	Pres. Alexander
AgCenter	Town of Vidalia	AgCenter	Vidalia, LA	Option Term #1 for Lease of Space for Concordia Extension Service	n/a	06/14/19	06/30/20	1,393	\$10,000.00	\$7.18	4	1-year	Pres. Alexander
HCSO	HCSO	La. Primary Care Associates	Administrative Business Office, Airline Highway, Baton Rouge	Lease of Office Space	n/a	11/01/19	10/31/20	500	\$8,190.00	\$16.38	2	1-year	Pres. Alexander
HSCNO	HSCNO	Campus Federal Credit Union	A portion of 2nd floor of HSCNO Administration & Resource Center Building	Lease of space for banking services	n/a	07/01/19	06/30/24	786	\$25,152.00	\$32.00			Interim Pres. Galligan, Jr.
HSCNO	La. Cancer Research Center of LSU HSCNO & Tulance HSC	LSU Health New Orleans	1710 Tulane Avenue, New Orleans	Addendum to Lease	12/07/18	07/01/18	06/30/28	63,233	Proportionate share of Operating Expenses		2	10-year	Pres. Alexander

**Report to LSU Board of
All Campuses Last 3 Years**

Property Leases

Updated February 11, 2021

2018-2019													
Campus	Lessor or Sublessor	Lessee or Sublessee	Location	Lease Purpose	BoS Appr.	Start	Lease Term	Sq. Ft.	Annual Rental	Dollars / SF	Terms left	Length	Approved by
LSU A&M	LSU BoS	Delta Iota House Associate of Kappa Kappa Gamma Fraternity	Lot 5 Sorority Road	Construction of new House	04/26/19	05/31/19	02/28/64						Exec. VP Layzell
LSU A&M	LSU BoS	Electronic Arts	La.Digital Media Center	Amendment 1 extends terms	n/a	01/01/19	12/31/23	28,253	\$508,560.00	\$18.00			Exec. VP Layzell
LSU A&M	LSU BoS	Louisiana State Police	LSP Training Facility	Forensic Research	n/a	09/14/18	09/13/13	.65 acres			5	1-yr.	Exec. VP Layzell
LSU A&M	LSU BoS	LSU Foundation	Canal Hall in Nicholson Gateway	use as office space	n/a	02/01/19	01/31/24	4,576	\$27,300.00	\$17.32	7	5-yr.	Pres. Alexander
LSU A&M	LSU BoS	Tiger Athletic Foundation (TAF)	PMAC	Office & Storage Space	n/a	07/01/18	06/30/19	7,645	\$92,780.64	\$9.62	1	1-yr.	Pres. Alexander
AgCenter	Town of Vidalia	AgCenter	112 Front Street, Vidalia	Lease of Space for Concordia Parish Extension Services	n/a	06/14/18	06/13/19	1,393	\$10,000.00	\$833.33	4	1-year	Pres. Alexander
AgCenter	Town of Vidalia	AgCenter	112 Front Street, Vidalia	Option Term #1 to Lease of Space for Concordia Parish Extension Services	n/a	06/14/19	06/13/20	1,393	\$10,000.00	\$833.33	3	1-year	Pres. Alexander
HCSO	The Foundation for the LSU Health Sciences Center	HCSO	2000 Tulane Avenue, New Orleans	Accountable Care Office, Option Term #3	n/a	11/01/15	04/30/22	6,108	\$138,453.00	#####	0		Pres. Alexander
HSCNO	HSCNO	LSU Healthcare Network	Dental School and Downtown Campuses	2nd & 3rd Amendments to Digital Signs lease	n/a	07/13/16	07/12/46				0		Pres. Alexander
HSCNO	HSCNO	LSU School of Med in NO Faculty Group Practice	Space in the Dental School Annex	Lease of spce for Ambulatory Surgery location	n/a	07/01/18	06/30/20	461	\$16,135.00	\$35.00	up to 4	1-yr.	Pres. Alexander
HSCNO	HSCNO	State of La. Dept. of Public Safety & Correction	2025 Gravier Street, New Orleans	Lease for use of office space		01/01/19	12/31/28	3,888	Lessee provides in-kind security services				Pres. Alexander
HSCNO	HSCNO	University Medical Center Management Corporation	S. Roman Street Garage	Lease for use of 207 parking spaces during construction of permanent parking	10/04/18	11/01/18	10/31/18		\$37,260.00		1 or more	1-yr.	Pres. Alexander
HSCNO	HSCNO	University Medical Center Management Corporation	S. Roman Street Garage	1st Amendment to Lease for use of 207 parking spaces during construction of permanent parking	n/a	11/01/18	10/31/18		\$37,260.00		1 or more	1-yr.	Pres. Alexander
HSCNO	HSCNO	University of Louisiana Monroe College of Pharmacy	2025 Gravier Street	Lease of office space	05/06/16	12/01/18	11/30/23	3,437	24 mos @ \$11,1129.29, 36 mos @ \$5,012.29	24 mos @ \$38.80, 36 mos @ \$17.50	5	1-yr.	Pres. Alexander
HSCNO	HSCNO	University of Louisiana Monroe College of Pharmacy	2025 Gravier Street	Amendment 1 changes total construction cost	05/06/16	12/01/18	11/30/23	3,437	24 mos @ \$11,978.84, 36 mos @ \$5,012.29	24 mos @ \$41.82, mos @ \$17.50	5	1-yr.	Pres. Alexander
HSCNO	HSCNO / Tulane Health Sciences Center (LCRC)	HSCNO	1710 Tulane Avenue, New Orleans	office & laboratory space	12/07/18	07/01/18	06/30/30	63,233	\$2,155,050.00			10-yr.	Pres. Alexander
HSCS	Willis-Knighton	HSCS	Willis-Knighton Medical Center	Department of Psychology Outpatient Adolescent Clinic, Option Term 7	n/a	10/01/10	09/30/19	2,856	\$8,400.00	\$2.94	0		Pres. Alexander
LSUE	Board of Supervisors	Bengal Village LLC (REFF)	Student Housing on Eunice Campus	2nd Amended and Restated Ground Lease		02/08/19	06/30/64	5.33 acres	\$1.00				Pres. Alexander
LSUE	LSUE	Keith Heinen	Agricultural Acreage	Agricultural Lease on LSUE land	n/a	02/01/19	01/31/22	83	\$1,660.00		2	1-yr.	Pres. Alexander

**Report to LSU Board of
All Campuses Last 3 Years**

Property Leases

Updated February 11, 2021

2017-2018													
Campus	Lessor or Sublessor	Lessee or Sublessee	Location	Lease Purpose	BoS Appr.	Start	Lease Term	Sq. Ft.	Annual Rental	Dollars / SF	Terms left	Length	Approved by
LSU A&M	LA. Beta House Corp.	Congregation of Christ the King Church	Sublease of Fraternity House	Lease of empty Fraternity house to church group	n/a	03/05/18	08/31/19		\$20,400.00		4	18-mo.	Pres. Alexander
LSU A&M	LSU Alumni Association	LSU for Risk Management	Alumni Center	Risk Management Office Space	n/a	04/01/18	03/31/21	<10,000	\$39,302.73		7	1-yr.	
LSU A&M	LSU BoS	Baton Rouge Speech & Hearing Foundation	Innovation Park	Amendment to revise terms of lease to include exercise option to Lease Tract A and to lease Tract B instead of Purchase Tract B	04/26/19	—	—	—	—	—	—	—	Pres. Alexander
LSU A&M	LSU BoS	Baton Rouge Speech & Hearing Foundation	Innovation Park	Ground Lease of additional property to construct parking	n/a	01/23/18	05/29/42	35,683	\$3,528.00		2	20 years	Pres. Alexander
LSU A&M	LSU BoS	LSU Foundation's Nicholson Gateway Project, LLC	Nicholson Gateway Building 500	Amendment 1 to Retail Sublease to add Rooftop Terrace to Retail Facilities		03/01/18		11,058		—	—	—	Pres. Alexander
LSU A&M	LSU BoS	LSU Foundation's Nicholson Gateway Project, LLC	Nicholson Gateway	Retail Facilities Sublease Agreement		01/01/18							Pres. Alexander
LSU A&M	LSU BoS	Tiger Athletic Foundation (TAF)	Tiger Stadium	Amend Lease for Demolition of South End Zone dorms		02/06/17	08/31/17	—	—	—	—	—	Pres. Alexander
LSU A&M	LSU BoS	Tiger Athletic Foundation (TAF)	Bernie Moore Track Stadium	Remove & Replace existing surface	05/05/17	07/17/17	12/31/17		\$100.00	—	—	—	Pres. Alexander
AgCenter	AgCenter	Julien R. Stevens	Rosepine Research Station	farmling (renewal of lease)	06/03/11	01/01/18	01/01/19	624.6 acres	\$20,100.00	n/a	3	1-year	n/a
AgCenter	Corpus Christi Church	AgCenter	2022 St. Bernard Ave., New Orleans	Option Term #2 for Cooperative Extension Service space	n/a	06/23/18	06/22/19	1,100	\$14,400.00	\$13.09	1	1-year	Pres. Alexander
AgCenter	Northeast Educational Development Foundation	AgCenter	10284 Highway 17S, Oak Grove	Option Term #4 for Lease for Delta Rural Development Center	n/a	07/01/18	06/30/19	4,999	\$30,000.00	\$6.00	1	1-year	Pres. Alexander
HSCNO	LSU Health New Orleans	LSU Healthcare Network	Gravier Street, New Orleans	Amendment to provide additional services & additional rental at the UMOB	03/24/17	04/19/18		11,411	for details see Facility & Property Oversight	—	—	—	Pres. Alexander
HSCNO	University Medical Center Management Corp.	LSU BoS for HSCNO	2000 Canal Street, New Orleans	Lease of Space for Primary Care Clinic	n/a	04/24/18	04/23/19	257	\$46,380.00				Pres. Alexander
HSCS	Willis-Knighton Medical Center	HSCS	820 Jordan Street, Ste. 104, Shreveport	Option Term #5 for Outpatient Adolescent Clinic Lease	n/a	10/01/10	09/30/18	2,856	\$8,400.00	\$2.94	2	1-yr.	Pres. Alexander
HSCS	Willis-Knighton Medical Center	HSCS	820 Jordan Street, Ste. 104, Shreveport	Option Term #6 for Outpatient Adolescent Clinic Lease	n/a	10/01/10	09/30/19	2,856	\$8,400.00	\$2.94	1	1-yr.	Pres. Alexander
HSCS	Willis-Knighton Medical Center	HSCS Cardiothoracic Specialty Clinic	2751 Bicknell Drive, Shreveport	Mutual Agreement to Terminate lease-clinic relocated to State facility		07/01/11	11/30/17	—	—	—	—	—	Pres. Alexander

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Schematic Design

Updated February 11, 2021

2020-2021				
Campus	Project	Architect	Approved by	Approval Date
LSU	Mobility Implementation- Phase I	CARBO/Reed Hilderbrand	LSU Board of Supervisors	12/04/20
AgCenter	Burden Museum & Gardens Welcome Center	EskewDumezRipple/CARBO/Suzanne Turner Associates	LSU Board of Supervisors	12/04/20
LSU HSCS	Center for Medical Education and Wellness	Coleman Partners Architects/Perkins + Will, AJV	LSU Board of Supervisors	09/16/20
2019-2020				
Campus	Project	Architect	Approved by	Approval Date
LSU	Emerge Center at Innovation Park	Coleman Partners Architects, LLC	LSU Board of Supervisors	04/26/19
HCS D	University Medical Center Management Corporation's 2nd Parking Garage	Duplantis Design Group	LSU Board of Supervisors	05/22/20
2018-2019				
Campus	Project	Architect	Approved by	Approval Date
LSU A&M	New Kappa Kappa Gamma Sorority House	Fusch Architects, Inc.	LSU Board of Supervisors	09/07/18
	Stephenson Veterinary Hospital	Tipton Associates	LSU Board of Supervisors	10/04/18
	Phi Kappa Psi Fraternity House	Coleman Partners Architects, LLC	LSU Board of Supervisors	11/02/18

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Servitudes

Updated February 11, 2021

2020-2021								
Campus/Lessor	Lessee	Servitude or Right-of-Way Location	Acreage	Payment	Length of Term	Type of Document	Approved by	Approval Date
AgCenter/LSUA	CLECO Power LLC	Rapides Parish			In perpetuity	Servitude Agreement	Int. Pres. Galligan	12/22/2020
2019-20200								
Campus/Lessor	Lessee	Servitude or Right-of-Way Location	Acreage	Payment	Length of Term	Type of Document	Approved by	Approval Date
AgCenter/LSU	ExxonMobil Pipeline	East Baton Rouge & Iberville Parishes		\$1,316,916.00	In perpetuity	Right of Way	Pres. Alexander	10/24/19
AgCenter	GEP Haynesville	Red River Research Station		n/a	In perpetuity	Right of Way	Int. Pres. Galligan	1/15/20
AgCenter/LSU	Entergy Louisiana, LLC	Right of Way at Burden for gas main & lateral lines at Burden		n/a	In perpetuity	Right of Way	Pres. Alexander	12/11/2019
AgCenter	Mack Energy	Ben Hur Research Station		n/a	In perpetuity	Drill Site Surface Agreement	Pres. Alexander	12/19/2019
2018-2019								
Campus/Lessor	Lessee	Servitude or Right-of-Way Location	Acreage	Payment	Length of Term	Type of Document	Approved by	Approval Date
AgCenter	Corps of Engineers	Right-of-entry for Flood Control		\$0.00	2 years	Statutory Notification of the Grant	5th La. Levee District & 5th La. Levee Bd.	10/1/18
LSU A&M	Entergy	S54-T7S-R1W East Bat Rouge Parish (Nicholson Gateway area)	unspecified		Permanent	Right-of-Way	Pres. Alexander	6/27/2018
2017-2018								
Campus/Lessor	Lessee	Servitude or Right-of-Way Location	Acreage	Payment	Length of Term	Type of Document	Approved by	Approval Date
AgCenter	ExxonMobil Pipeline	Ben Hur Research Station				Survey Permit	Pres. Alexander	6/4/18
AgCenter	Franklin Parish Police Jury	at LSUE Campus near LA Hwy 755, Eunice	4.64 acres		Temporary Construction	Servitude	Pres. Alexander	10/2/2017
HSCNO	Entergy New Orleans, Inc.	2021 Perdido Street, New Orleans			Permanent	Right-of-Way	Chancellor Hollier	4/29/2018
HSCNO	Entergy New Orleans, Inc.	2025 Gravier Street, New Orleans			Permanent	Right-of-Way	Chancellor Hollier	4/29/2018
HSCS	City of Shreveport	1414 Claiborne Ave., Shreveport		\$300.00	Temporary Construction	Servitude	Pres. Alexander	6/4/2018
HSCS	City of Shreveport	6670 St. Vincent Avenue, Shreveport		\$500.00	Permanent	Utility Servitude	Pres. Alexander	5/9/2017

Report to LSU Board of Supervisors: Timber Sales
All Campuses Last 3 Years

Updated February 11, 2021

2020-2021								
Campus	Location	Parish	Buyer	Acreage	Payment	Designated Timber to be Removed:	Approved by	Approval Date
AgCenter	Lee Memorial Forest	Washington	Timber Sale Contract	168	\$49,268.50	Pine saw timber, pine pulpwood, hardwood saw timber, and hardwood pupl components	Interim Pres. Galligan	12/15/2020
2019-2020								
Campus	Location	Parish	Buyer	Acreage	Payment	Designated Timber to be Removed:	Approved by	Approval Date
AgCenter	Jones Idlewild Research Station	E. Feliciana	Request for Timber Sale only	45	approximately \$120,000	Pine logs, red oak logs, misc. logs & hardwood pulp.	AVP Martin	8/30/2019
AgCenter	Hill Farm Research Station		Request for Timber Sale only	27.3	approximately \$78,000	Pine saw timber and pine pulpwood	AVP Martin	8/1/2019
2018-2019								
Campus	Location	Parish	Buyer	Acreage	Payment	Designated Timber to be Removed:	Approved by	Approval Date
AgCenter	Jones Idlewild Research Station	E. Feliciana	Good Hope, Inc.		\$ 138,950	17-acre clear cut, 14-acre clear cut and 22-acre site. All pine sawtimber along with hardwood sawtimer, chip & saw, and pulpwood will be removed.	Pres. Alexander	11/6/2018
2017-2018								
Campus	Location	Parish	Buyer	Acreage	Payment	Designated Timber to be Removed:	Approved by	Approval Date
n/a								

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Transfers of Title to Immovable Property

Updated February 11, 2021

2020-2021						
Campus	Transfer Description	Value	State ID	Site Code	Approved by	Transfer Date
HSCNO	Purchase of Property at 508-510 S. Galvez St., New Orleans	\$240,000	n/a	n/a	Interim Pres. Gallig	08/28/20
2019-2020						
Campus	Transfer Description	Value	State ID	Site Code	Approved by	Transfer Date
LSU A&M	Act of Donation by Burden Foundation to LSU Rural Life of 1 acre	\$525,000			Pres. Alexander	12/19/19
LSU A&M	Act of Donation by Laurel Hill LLC of West Feliciana Property	\$335,000			Int. Pres. Galligan	05/22/20
LSU A&M	Act of Donation by TAF of Alex Box Champions Plaza	\$874,014			Int. Pres. Galligan	01/22/20
LSU A&M	Act of Donation by TAF of Alex Box Practice Facility Pitching Center	\$163,788			Int. Pres. Galligan	01/22/20
LSU A&M	Act of Donation by TAF of Football Operations Renovations and Expansion Phase II	\$31,750,344			Int. Pres. Galligan	01/22/20
LSU A&M	Act of Donation by TAF of Golf Practice Facility Hitting Bay Improvements	\$39,538			Int. Pres. Galligan	01/22/20
LSU A&M	Act of Donation by TAF of Tennis Complex Resurfacing of Courts	\$178,187			Int. Pres. Galligan	01/22/20
LSU A&M	Act of Donation by TAF of Tiger Stadium East Bowl Improvements	\$1,770,741			Pres. Alexander	08/28/19
LSU A&M	Act of Donation by TAF of Tiger Stadium North Bowl Improvements	\$1,393,251			Pres. Alexander	08/28/19
LSU A&M	Act of Donation by TAF of Tiger Stadium North End Zone Joint Repairs	\$350,000			Pres. Alexander	08/28/19
LSU A&M	Act of Donation by TAF of Tiger Stadium Restroom Renovation Phase II	\$2,354,042			Pres. Alexander	08/28/19
LSU A&M	Act of Donation by TAF of Tiger Stadium South Plaza Bowl Recognition	\$927,034			Int. Pres. Galligan	01/22/20
LSU A&M	Act of Donation by TAF of Tiger Stadium West Bowl Improvements	\$1,798,191			Pres. Alexander	08/28/19
LSU A&M	Purchase from Denovo Properties LLC the west 1/2 of lot 56, and all of lots 58 & 60, West Roosevelt Street in Square 100 S. Baton Rouge Subdivision	\$25,000			Pres. Alexander	08/09/19
HSCNO	Act of Donation by the Louisiana State University School of Medicine in New Orleans Faculty Group Practice (Network) of the construction completed jointly of an entrance canopy at the UMOB. jointly completed with HSCNO at the UMOB. Each paid 50% of cost of improvements. This donation is the donation of all of Network's interest, right and title in the improvements	approximately \$130,234			Pres. Alexander	10/24/19
LSUS	Act of Donation by the National Society of the Colonial Dames of America in the State of Louisiana to LSUS Realty, LLC (sole member of the LSU in Shreveport Foundation) of the Spring Street Museum in Shreveport ¹	see footnote			Pres. Alexander	10/04/19
HSCNO	CEA transferring Hainkel Home in New Orleans, property including land, physical plant and equipment to LSU	n/a			Pres. Alexander	10/29/19
¹ Building appraised at \$145,000, contents valued at \$100,000, sole beneficiary of the Helen Mann Memorial Fund Committee, Inc. valued as of 3/31/19 \$1,104,794						

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Transfers of Title to Immovable Property

Updated February 11, 2021

2018-2019						
Campus	Transfer Description	Value	State ID	Site Code	Approved by	Transfer Date
LSU A&M	Act of Donation by Recital Hall LLC (REFF) of Virginia Martin Howard Board Room	\$116,918			Pres. Alexander	06/27/19
LSU A&M	Act of Donation by SLA, LLC (REFF) of the Renovations & Improvements to office areas & commons space School of Landscape Architect	\$529,199			Pres. Alexander	06/27/19
LSU A&M	Act of Donation by TAF of Alex Box Batting Cage Renovations & Additions	\$3,722,871			Pres. Alexander	06/27/19
LSU A&M	Act of Donation by TAF of Beech Volleyball Waterproofing Repairs	\$198,663			Pres. Alexander	06/27/19
LSU A&M	Act of Donation by TAF of Bernie Moore Track Resurfacing	\$1,303,713			Pres. Alexander	06/27/19
LSU A&M	Act of Donation by TAF of Martin J. Broussard Hydrotherapy Pool Replacement and Renovation Project	\$916,777			Pres. Alexander	06/27/19
LSU A&M	Act of Donation by TAF of Tiger Stadium Concessions and Replacement Improvements	\$646,462			Pres. Alexander	06/27/19
LSU A&M	Act of Donation by the LSU Foundation of a life-sized Bengal tiger sculpture outside the Admissions & Recruiting Center at Pleasant Hall	\$106,627			Pres. Alexander	05/14/19
LSU A&M	Act of Donation by the LSU Property Foundation and Acceptance by LSU of design development services for restoration & renovation to the LSU Memorial Tower and adjacent plazas	\$568,725			Pres. Alexander	10/12/18
LSU A&M	Act of Donation for the Improvements constructed to the existing office space of the University Lab School's administration offices	\$123,218			Pres. Alexander	10/02/18
LSU A&M	Act of Donation of Dr. Billy Cannon Statue Installation and Plaza	\$268,296			Pres. Alexander	12/04/18
LSU A&M	Act of Donation of Natatorium Lighting by Tiger Athletic Foundation to LSU	\$312,444			Pres. Alexander	12/17/18
LSU A&M	Property Exchange between LSU & Louisiana National Guard	Equivalent value			Pres. Alexander	11/20/18
LSU A&M	Purchase of 604 West Roosevelt Property	\$155,708			Pres. Alexander	09/11/18
AgCenter	Act of Donation by LSU Property Foundation to AgCenter of Grant Parish Property	\$63,300			Pres. Alexander	12/12/18
HSCNO	Act of Donation by LSU Health Foundation and Acceptance of Property at 526 S. Roman St., New Orleans	\$187,000			Pres. Alexander	02/01/18
HSCNO	Act of Donation by Mariner's Village Properties LLC & Mariner's Village Marina, LLC				Pres. Alexander	12/20/18
HSCNO	Purchase of 4 Properties on South Galvez, 424-426, 428-430, 432-434, and 436-438	\$1,054,962			Pres. Alexander	12/17/18
HSCNO	Purchase of property at 508-510 S. Galvez St., New Orleans from Michael J. Clark	\$240,000			Pres. Alexander	03/11/19
LSUE	Transfer Student Housing from the Eunice Student Housing Founding, Inc. to the LSU Real Estate and Facilities Foundation	\$6,597,555			Pres. Alexander	02/08/19

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Transfers of Title to Immovable Property

Updated February 11, 2021

2017-2018						
Campus	Transfer Description	Value	State ID	Site Code	Approved by	Transfer Date
LSU A&M	Act of Donation Band Hall Renovations Project	\$66,051		2-17-014	Pres. Alexander	02/09/18
LSU A&M	Act of Donation Game Day Parking Improvements in Levee Lot A (for 96 RV's)	\$367,167		2-17-014	Pres. Alexander	02/09/18
LSU A&M	Act of Donation Game Day Parking Improvements Levee Lot B (for 149 RV's)	\$574,791		2-17-014	Pres. Alexander	02/09/18
LSU A&M	Act of Donation Game Day Parking Improvements Project B (for 636 cars)	\$1,044,678		2-17-014	Pres. Alexander	02/09/18
LSU A&M	Act of Donation Game Day Parking Improvements Project C (for 1,118 cars)	\$261,169		2-17-014	Pres. Alexander	02/09/18
LSU A&M	Act of Donation Multi-Facility Technology Improvements Project B	\$578,294		2-17-014	Pres. Alexander	02/09/18
LSU A&M	Act of Donation of Capital Improvements to Mike the Tigers Habitat	\$1,190,717		2-17-014	Pres. Alexander	02/09/18
LSU A&M	Act of Donation of Football Indoor Field Lighting Improvements and Termination of License Agreement for Use of Facilities and Premises	\$295,000		2-17-014	Pres. Alexander	09/20/17
LSU A&M	Act of Donation of Football Indoor Practice Facility Synthetic Turf Replacement and Termination of License Agreement for Use of Facilities & Premises	\$550,934		2-17-014	Pres. Alexander	09/20/17
LSU A&M	Act of Donation of Pleasant Hall Grand Lawn Improvements from the Admissions and Recruiting Center, LLC.	\$181,768		2-17-014	Pres. Alexander	10/26/17
LSU A&M	Act of Donation of PMAC Renovations and Improvements to Restroom Facilities and Termination of License for Use of Facilities and Premises	\$332,769		2-17-014	Pres. Alexander	09/20/17
LSU A&M	Act of Donation of Tiger Stadium for Capital Improvement-South End Zone: demolition of South End Zone Dormitory & related mechanical, electrical & plumbing work.	\$2,425,782		2-17-014	Pres. Alexander	02/09/18
LSU A&M	Act of Donation PMAC LED Lighting Project	\$389,065		2-17-014	Pres. Alexander	02/09/18
LSU A&M	Exchange of Property with New Schools for Baton Rouge- LSU transfers approximately 10 acres located at GSRI to NSBR in exchange for State Street Property				Pres. Alexander	09/20/17
AgCenter	Cash Sale between Division of Administration, Facility Planning and Control, LSU AgCenter and Tensas Parish Police Jury of AgCenter's 61 acres in Tensas Parish	\$207,400			Pres. Alexander	12/13/17
HSCNO	Purchase of property at 429 S. Johnson St., New Orleans from 435 S. Johnson St. LLC	\$520,000			Pres. Alexander	06/04/18
HSCNO	Act of Donation by the LSU Health Foundation of Property at 526 S. Roman Street, New Orleans	\$187,000			Pres. Alexander	02/15/18
HSCNO	Purchase of Property at 2129-2131 Gravier Street, First District, New Orleans	\$445,000			Pres. Alexander	12/19/17
HSCNO	Purchase of Property at 429 S. Roman Street, New Orleans	\$520,000			Pres. Alexander	06/04/18

Louisiana State University



**Semi-Annual Financial Report
For Six-Month Period Ending December 31, 2020**

Table of Contents

LSU and A&M College	1
LSU Agricultural Center	5
LSU Pennington Biomedical Research Center	10
LSU Alexandria	14
LSU Eunice	18
LSU Shreveport	24
LSU Health Sciences Center - New Orleans	30
LSU Health Sciences Center - Shreveport	35
LSU Health Care Services Division	40



Finance & Administration

January 22, 2021

To: Thomas Galligan
Interim President

From: Donna K. Torres, CPA 
Interim Executive Vice President
for Finance and Administration/CFO

Subject: Semi-Annual FY 2020-2021 Financial Report

President Galligan,

The first semi-annual financial report for FY 2020-21 for presentation to the Board of Supervisors shows that LSU is on track to complete the fiscal year within the approved operating budget.

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

Many thanks to the staff in Budgeting and Planning for compiling this information.

Attachment

C: Thomas Smith
Helen Reaux

Appendix A
Semi-Annual Revenues and Expenditures Executive Summary

Unrestricted Operations		Actual Amount for each semi-annual period in 2020-2021		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	107,546,191	62,735,277	0	62,735,277
Statutory Dedications	11,916,815	2,841,937	0	2,841,937
Interim Emergency Board	0	0	0	0
Interagency Transfers	7,614,116	3,866,429	0	3,866,429
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	439,816,716	402,145,907	0	402,145,907
Federal Funds	0	0	0	0
Total Revenues	566,893,838	471,589,551	0	471,589,551
Expenditures by Object:				
Salaries		130,001,057	0	130,001,057
Other Compensation		14,790,562	0	14,790,562
Related Benefits		54,514,517	0	54,514,517
Personal Services		199,306,137	0	199,306,137
Travel		44,190	0	44,190
Operating Services		11,846,221	0	11,846,221
Supplies		9,598,888	0	9,598,888
Operating Expenses		21,489,299	0	21,489,299
Professional Services		2,064,323	0	2,064,323
Other Charges		86,082,928	0	86,082,928
Debt Services		0	0	0
Interagency Transfers		927,859	0	927,859
Other Charges		89,075,110	0	89,075,110
General Acquisitions		2,201,539	0	2,201,539
Library Acquisitions		220,052	0	220,052
Major Repairs		0	0	0
Acquisitions and Major Repairs		2,421,591	0	2,421,591
Total Expenditures		312,292,136	0	312,292,136
Expenditures by Function:				
Instruction		100,747,939	0	100,747,939
Research		28,795,100	0	28,795,100
Public Service		2,289,601	0	2,289,601
Academic Support (Includes Library)		38,199,986	0	38,199,986
Academic Expenditures		170,032,627	0	170,032,627
Student Services		8,566,525	0	8,566,525
Institutional Support		18,541,572	0	18,541,572
Scholarships/Fellowships		91,171,103	0	91,171,103
Plant Operations/Maintenance		28,545,802	0	28,545,802
Hospital		0	0	0
Transfers out of agency		(4,565,492)	0	(4,565,492)
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		142,259,510	0	142,259,510
Total Expenditures		312,292,136	0	312,292,136

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	23,049,920	46,048,886	46,048,886
Sales and Services of Educational Activities	12,949,594	14,548,040	14,548,040
Auxiliaries	37,348,231	52,533,228	52,533,228
Endowment Income	21,332,395	20,831,553	20,831,553
Grants and Contracts	(895,879)	10,704,690	10,704,690
Indirect Cost Recovered	37,140,046	38,746,798	38,746,798
Gifts	7,684,927	5,656,079	5,656,079
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	33,839,000	27,530,122	27,530,122
TOTAL	172,448,234	216,599,398	216,599,398

Overview and Analysis of Campus Operations

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

Semi -Annual Overview of Restricted Operations

Campus: *Louisiana State University A&M*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2020-2021						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations	0	0	0	0	0		0
Restricted Fees	23,049,920	38,704,454	15,705,487	46,048,886	0		46,048,886
Sales & Svcs of Educ. Activ's	12,949,594	11,057,460	9,459,014	14,548,040	0		14,548,040
Auxiliaries (List)							0
1 - Athletic Department	763,990	38,922,272	60,553,909	(20,867,647)	0		(20,867,647)
2 - Golf Course	657,817	314,435	430,350	541,902	0		541,902
3 - Residential Life	4,048,817	51,894,200	29,066,531	26,876,485	0		26,876,485
4 - Lab School Cafeteria	360,401	124,726	209,399	275,728	0		275,728
5 - Copier Mgmt & Mailing Services	8,149,870	415,467	394,781	8,170,556	0		8,170,556
6 - University Stores	260,158	2,526,221	2,619,520	166,859	0		166,859
7 - Parking, Traffic & Transportation	3,471,430	7,897,986	5,149,441	6,219,975	0		6,219,975
8 - Student Health	2,132,726	9,678,304	4,384,953	7,426,076	0		7,426,076
9 - Student Media	1,036,191	911,893	465,739	1,482,345	0		1,482,345
10 - Auxiliary Services	6,097,284	1,814,433	921,715	6,990,002	0		6,990,002
11 - Union	10,369,548	7,387,016	2,505,618	15,250,946	0		15,250,946
12		0	0	0	0		0
13		0	0	0	0		0
14		0	0	0	0		0
15		0	0	0	0		0
Endowment Income	21,332,395	1,166,489	1,667,331	20,831,553	0		20,831,553
Grants and Contracts							
Federal	(18,961)	51,592,636	53,314,814	(1,741,140)	0		(1,741,140)
State and Local	(1,166,465)	25,901,195	19,457,455	5,277,275	0		5,277,275
Private	289,547	15,590,549	8,711,540	7,168,556	0		7,168,556
Indirect Cost Recovered	37,140,046	3,848,890	2,242,138	38,746,798	0		38,746,798
Gifts	7,684,927	9,341,348	11,370,196	5,656,079	0		5,656,079
Federal Funds		0	0	0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0	0	0	0		0
Physician Practice Plans		0	0	0	0		0
Medicare		0	0	0	0		0
Medicaid		0	0	0	0		0
Uncompensated Care Costs		0	0	0	0		0
Sponsored Grants and Contracts		0	0	0	0		0
Sales and Services Other		0	0	0	0		0
All Other Sources	33,839,000	3,023,484	9,332,362	27,530,122	0		27,530,122
TOTAL	172,448,234	282,113,458	237,962,294	216,599,398	0	0	216,599,398

Report on Restricted Operations

Auxiliaries: The negative fund balance for Athletics is due to the impact of COVID-19 restrictions on sporting events.

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

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

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



Office of the Vice President for Agriculture

Date: January 28, 2021

To: Tom Galligan, Interim President LSU System
Louisiana State University

From: William Richardson, Vice President
LSU Agricultural Center

Subject: FY 2020-2021 2nd Quarter Budget Report

The LSU AgCenter received reductions to its budget including \$2.2 million in State General Fund (SGF), a \$3.4 million reduction/means of financing swap (Corona Relief Fund, CRF) and \$539,000 in Statutory Dedicated funds for the FY 2020-2021 budget cycle.

This reduction was recognized by the legislature to impose significant hardship for continuity of statewide programs and operations with the inability to increase tuition and fees to offset the reductions. As a result, the legislature and Governor provided a direct allocation of \$4.25 million, through two separate allocations, to reduce the impact of the overall cuts and corresponding effects the budget cuts would have created. In addition, the legislature appropriated \$750,000 in a second extraordinary session to help with increase costs and losses resulting from the COVID-19 pandemic. These funds were an effort by the Legislature to assist the AgCenter with financial investment as a result of the AgCenter not receiving federal CARES Act Support. The AgCenter is enormously appreciative for the support of the Governor, the Commissioner of Administration, and the legislature. This funding support is invaluable for providing the community extension programs and long-term agricultural research at the core of the AgCenter's mission.

Stability in funding is a priority for the AgCenter and other non-formula institutions. Without students to generate tuition and fees, reductions to SFG, statutory dedications and increased operational costs (mandated costs) must be offset by reducing operations and programs. While the AgCenter does not have students, the AgCenter has provided financial support to the College of Agriculture annually in excess of \$400,000 to support increased opportunities for students and faculty needs.

Over the last few years, the AgCenter made significant changes in the way programs are developed and delivered. The statewide staffing program for agricultural agents was moved from a parish-based model to a broader commodity-based system to meet clientele demands within existing resources. Throughout all functions, attention is being given to meeting stakeholder needs, recruiting students in agricultural disciplines for 4-H programs and for the College of Agriculture, expanding rural economic development initiatives and developing expanded opportunities for sustainable agricultural production.

With all of this in mind, the AgCenter has the following priorities for the budget year.

- Continue to maintain an appropriate extension presence in parishes, both in-person and virtually.
- Continue to refine the commodity-based staffing plan for agricultural agents and develop supportive training strategies and web-based material.
- Examine 4-H programs to effectively increase the overall program offerings and participation with an expanded use of technology for remote learning opportunities.
- Provide a critical mass of faculty at priority branch stations and in academic departments, including adequate faculty to teach in the College of Agriculture.

- Provide research and extension faculty to support Louisiana’s principal agricultural commodities and emerging areas, in particular, digital media.
- Provide adequate staff, operating support and infrastructure to support faculty programs.
- Capitalize on major grant-funded nutrition initiatives by maintaining adequate faculty to conduct general nutrition education.

The AgCenter has identified the following as critical needs in addition to existing core areas:

- 4-H career readiness and workforce preparation skills
- Water quality and quantity issues
- Food safety from farm to table, food security
- Rural connectivity
- Food innovation to promote Louisiana food products and entrepreneurialism, as well as develop functional foods
- Development and use of advanced technologies such as UAV and GIS as monitoring tools for diseases and pests in crops
- Clientele training on digital media and presentation of information
- Nutrition education, with a primary focus on reducing obesity

The AgCenter receives the majority of operational funds through three primary sources:

1. Federal capacity funds,
2. State appropriations, and
3. Local governments/Council/Police Jury/School Board

The AgCenter’s primary source of funding is through the state appropriation. In addition to the state appropriation, a federal appropriation is received which has been fairly 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 threatening this stability. Louisiana agricultural producers provide funds through check-off programs that directly support programs and research initiatives, and the AgCenter also receives funds from technology transfer (intellectual property) and oil and gas royalties, most of which have been directly supporting salaries and support for extension and research faculty.

Compounding the issue of unstable base funding is the cost the COVID-19 response has had on the operating budget. Lost revenue from cancelled events, direct costs of moving functions statewide to remote work locations and the purchase of sanitization and Personal Protective Equipment (PPE) have directly cost in excess of \$600,000. Additionally, the AgCenter is investing more than \$850,000 into information technology 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 updating security plans to combat increased risks to institutional information.

Thank you for the opportunity to describe the AgCenter’s budget priorities and needs and for the ongoing support you have provided for our programs.

Sincerely,



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

cc: Lori Parker
 Hampton Grunewald

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

Unrestricted Operations		Actual Amount for each semi-annual period in 2020-2021		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	71,339,997	41,391,785	0	41,391,785
Statutory Dedications	3,720,427	1,670,055	0	1,670,055
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	6,807,967	1,738,834	0	1,738,834
Federal Funds	13,018,275	1,306,318	0	1,306,318
Total Revenues	94,886,666	46,106,991	0	46,106,991
Expenditures by Object:				
Salaries		21,424,159	0	21,424,159
Other Compensation		1,526,307	0	1,526,307
Related Benefits		14,817,810	0	14,817,810
Personal Services		37,768,276	0	37,768,276
Travel		132,262	0	132,262
Operating Services		4,215,857	0	4,215,857
Supplies		859,772	0	859,772
Operating Expenses		5,207,892	0	5,207,892
Professional Services		100,291	0	100,291
Other Charges		41,737	0	41,737
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		142,027	0	142,027
General Acquisitions		252,740	0	252,740
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		252,740	0	252,740
Total Expenditures		43,370,935	0	43,370,935
Expenditures by Function:				
Instruction		11,592	0	11,592
Research		12,503,091	0	12,503,091
Public Service		9,281,923	0	9,281,923
Academic Support (Includes Library)		1,363,050	0	1,363,050
Academic Expenditures		23,159,656	0	23,159,656
Student Services		0	0	0
Institutional Support		18,005,146	0	18,005,146
Scholarships/Fellowships		0	0	0
Plant Operations/Maintenance		2,145,590	0	2,145,590
Hospital		0	0	0
Transfers out of agency		60,544	0	60,544
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		20,211,279	0	20,211,279
Total Expenditures		43,370,935	0	43,370,935

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	0	(1,726)	(1,726)
Sales and Services of Educational Activities	2,896,738	2,765,983	2,765,983
Auxiliaries	0	0	0
Endowment Income	746,628	(126,644)	(126,644)
Grants and Contracts	2,759,388	7,586,757	7,586,757
Indirect Cost Recovered	129,211	127,577	127,577
Gifts	4,534,026	4,815,678	4,815,678
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	15,039,183	13,554,062	13,554,062
TOTAL	26,105,173	28,721,688	28,721,688

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 2020-2021						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees		0	1,726	(1,726)	0		(1,726)
Sales & Svcs of Educ. Activ's	2,896,738	545,714	676,468	2,765,983	0		2,765,983
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	746,628	(796,266)	77,005	(126,644)	0		(126,644)
Grants and Contracts							
Federal	(45,422)	3,351,720	3,280,039	26,259	0		26,259
State and Local	1,607,485	8,664,810	6,121,398	4,150,896	0		4,150,896
Private	1,197,326	4,433,029	2,220,752	3,409,602	0		3,409,602
Indirect Cost Recovered	129,211	0	1,633	127,577	0		127,577
Gifts	4,534,026	1,513,675	1,232,023	4,815,678	0		4,815,678
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	15,039,183	7,371,959	8,857,080	13,554,062	0		13,554,062
TOTAL	26,105,173	25,084,641	22,468,126	28,721,688	0	0	28,721,688

Report on Restricted Operations

Semi-Annual Budget Summary Narrative

For the Period Ending December 31, 2020

Revenues

Unrestricted Revenues were received as anticipated. Pennington Biomedical received an additional appropriation of \$2M in the 2nd extraordinary legislative session of 2020 to help cope with the fiscal effects of the COVID-19 pandemic. Restricted revenues in the form of gifts, grants and contracts were received at expected levels. All other collections are within expected levels.

The Pennington Biomedical Research Center Stores Auxiliary monthly revenues are trending upward and are expected to be near normal by the end of the fiscal year if the trend is sustained. We continue to closely monitor the Stores to ensure its operations remain viable.

Expenditures

Unrestricted expenditures are tracking within budget. Restricted funds expenditures are within expected parameters.



John P. Kirwan, Ph.D.
Executive Director

Unrestricted Operations		Actual Amount for each semi-annual period in 2020-2021		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	19,810,797	10,961,060	0	10,961,060
Statutory Dedications	80,408	30,888	0	30,888
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	62,149	0	62,149
Federal Funds	0	0	0	0
Total Revenues	20,736,766	11,054,097	0	11,054,097
Expenditures by Object:				
Salaries		5,617,226	0	5,617,226
Other Compensation		520,478	0	520,478
Related Benefits		2,410,732	0	2,410,732
Personal Services		8,548,437	0	8,548,437
Travel		(252)	0	(252)
Operating Services		288,174	0	288,174
Supplies		652,149	0	652,149
Operating Expenses		940,071	0	940,071
Professional Services		9,008	0	9,008
Other Charges		6,336	0	6,336
Debt Services		0	0	0
Interagency Transfers		(50,000)	0	(50,000)
Other Charges		(34,656)	0	(34,656)
General Acquisitions		0	0	0
Library Acquisitions		0	0	0
Major Repairs		12,656	0	12,656
Acquisitions and Major Repairs		12,656	0	12,656
Total Expenditures		9,466,508	0	9,466,508
Expenditures by Function:				
Instruction		0	0	0
Research		2,651,298	0	2,651,298
Public Service		67,393	0	67,393
Academic Support (Includes Library)		3,027,599	0	3,027,599
Academic Expenditures		5,746,289	0	5,746,289
Student Services		0	0	0
Institutional Support		1,449,647	0	1,449,647
Scholarships/Fellowships		0	0	0
Plant Operations/Maintenance		2,269,059	0	2,269,059
Hospital		0	0	0
Transfers out of agency		1,512	0	1,512
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		3,720,219	0	3,720,219
Total Expenditures		9,466,508	0	9,466,508

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	0	0	0
Sales and Services of Educational Activities	109,989	195,168	195,168
Auxiliaries	0	(44,994)	(44,994)
Endowment Income	0	0	0
Grants and Contracts	2,336,482	2,565,080	2,565,080
Indirect Cost Recovered	745,282	285,582	285,582
Gifts	600,641	881,466	881,466
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	840,927	103,656	103,656
TOTAL	4,633,321	3,985,958	3,985,958

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 2020-2021						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees		0		0	0		0
Sales & Svcs of Educ. Activ's	109,989	208,034	122,855	195,168	0		195,168
Auxiliaries (List)	0	589,691	634,685	(44,994)			(44,994)
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	9,826	9,877,027	10,054,693	(167,840)	0		(167,840)
State and Local	949,276	590,560	867,004	672,832	0		672,832
Private	1,377,380	4,264,921	3,582,213	2,060,088	0		2,060,088
Indirect Cost Recovered	745,282	3,666,507	4,126,207	285,582	0		285,582
Gifts	600,641	1,121,460	840,635	881,466	0		881,466
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	840,927	0	737,271	103,656	0		103,656
TOTAL	4,633,321	20,318,200	20,965,563	3,985,958	0	0	3,985,958

Report on Restricted Operations

Approved:
Paul Crisaf
1/29/21



Office of the Chancellor
(318) 473-6444 • Fax: (318) 473-6480

8100 Highway 71 South
Alexandria, LA 71302-9121

Louisiana State University of Alexandria
Semi-Annual Financial Report Narrative

Overview and Analysis of Campus Operations:

Midway through FY21, unrestricted revenue is in-line with projections. Budgets were based on a steady-state enrollment. Overall fall enrollment increased 6.3% over the previous Fall 2019 semester. However, on-campus enrollment was slightly down, while online students made up the difference and allowed for the increase. The online enrollment increase was 52% over the prior fall. With online tuition being considerably less than on-campus, it follows that self-generated revenue is not up by a proportional rate to that of enrollment. Spending is down compared to last year at this same time by \$891,687. This is directly in-line with budget projections through December 31.

The university is continuing with priorities in enrollment and retention efforts. Several internal structural and leadership changes are underway to better align staffing and resources to position the institution for additional enrollment growth - both on-campus and online.

Report on Restricted Operations:

Through December, most restricted accounts are directly in line with budget projections. Athletics continues to be the primary concern of all restricted accounts, however, through weekly monitoring of revenue and expenses, as well as better planning of team expenditures, the Athletic Department over budget in revenue, and under budget in expenses, creating a net positive effect midway through the year. The same monitoring of revenue and expenses is also in place with the Child Care Center and has reduced the deficit. Golf Course revenue has decreased during the period due to weather conditions and COVID 19. Future projections show a recovery on the negative balance.

All other restricted operations are as anticipated through December. The Federal Grants & Contracts and Other Sources historically run a deficit mid-year due to timing of revenue being posted.

Appendix A
Semi-Annual Revenues and Expenditures Executive Summary

Unrestricted Operations		Actual Amount for each semi-annual period in 2020-2021		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	2,463,950	1,437,303	0	1,437,303
Statutory Dedications	229,070	87,995	0	87,995
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	17,291,127	16,427,116	0	16,427,116
Federal Funds	0	0	0	0
Total Revenues	19,984,147	17,952,414	0	17,952,414
Expenditures by Object:				
Salaries		5,436,872	0	5,436,872
Other Compensation		85,973	0	85,973
Related Benefits		2,816,894	0	2,816,894
Personal Services		8,339,739	0	8,339,739
Travel		9,933	0	9,933
Operating Services		867,277	0	867,277
Supplies		298,424	0	298,424
Operating Expenses		1,175,634	0	1,175,634
Professional Services		368,110	0	368,110
Other Charges		(1,723,041)	0	(1,723,041)
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		(1,354,931)	0	(1,354,931)
General Acquisitions		44,960	0	44,960
Library Acquisitions		117	0	117
Major Repairs		0	0	0
Acquisitions and Major Repairs		45,077	0	45,077
Total Expenditures		8,205,518	0	8,205,518
Expenditures by Function:				
Instruction		3,544,429	0	3,544,429
Research		0	0	0
Public Service		0	0	0
Academic Support (Includes Library)		560,063	0	560,063
Academic Expenditures		4,104,492	0	4,104,492
Student Services		596,285	0	596,285
Institutional Support		3,926,373	0	3,926,373
Scholarships/Fellowships		832,462	0	832,462
Plant Operations/Maintenance		1,322,207	0	1,322,207
Hospital		0	0	0
Transfers out of agency		(2,576,300)	0	(2,576,300)
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		4,101,027	0	4,101,027
Total Expenditures		8,205,518	0	8,205,518

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	3,081,338	3,910,642	3,910,642
Sales and Services of Educational Activities	376,813	362,462	362,462
Auxiliaries	2,079,410	2,810,198	2,810,198
Endowment Income	506,379	804,602	804,602
Grants and Contracts	(51,369)	154,612	154,612
Indirect Cost Recovered	14,369	14,470	14,470
Gifts	156,047	128,526	128,526
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	2,667,088	(48,208)	(48,208)
TOTAL	8,830,073	8,137,304	8,137,304

Overview and Analysis of Campus Operations

Midway through FY21, unrestricted revenue is in-line with projections. Budgets were based on a steadystate enrollment. Overall fall enrollment increased 6.3% over the previous Fall 2019 semester. However, on-campus enrollment was slightly down, while online students made up the difference and allowed for the increase. The online enrollment increase was 52% over the prior fall. With online tuition being considerably less than on-campus, it follows that self-generated revenue is not up by a proportional rate to that of enrollment. Spending is down compared to last year at this same time by \$891,687. This is directly in-line with budget projections through December 31.

The university is continuing with priorities in enrollment and retention efforts. Several internal structural and leadership changes are underway to better align staffing and resources to position the institution for additional enrollment growth - both on-campus and online.

Semi -Annual Overview of Restricted Operations

Campus: *LSU of Alexandria*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2020-2021						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees	3,081,338	1,362,676	533,372	3,910,642	0		3,910,642
Sales & Svcs of Educ. Activ's	376,813	2,275	16,626	362,462	0		362,462
Auxiliaries (List)							0
1 - Athletic Department	(776,993)	963,342	441,951	(255,602)	0		(255,602)
2 - Bookstore	1,111,371	63,206	(452)	1,175,029	0		1,175,029
3 - Child Care Center	(111,288)	95,062	90,357	(106,583)	0		(106,583)
4 - Campus Housing	41,779	82,139	66,262	57,656	0		57,656
5 - Campus Card Operations	9,277	388	8,602	1,063	0		1,063
6 - Duplications & Copy	52,456	6,661	58,928	189	0		189
7 - Golf Course	(43,634)	25,716	48,185	(66,103)	0		(66,103)
8 - Museum	20,934	125,000	130,482	15,452	0		15,452
9 - Newspaper	96	3,072	0	3,168	0		3,168
10 - Parking, Street & Safety	834,458	80,144	2,494	912,108	0		912,108
11 - Union	869,364	338,274	205,405	1,002,233	0		1,002,233
12 - Yearbook	71,590	(2)	0	71,588	0		71,588
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income	506,379	328,914	30,691	804,602	0		804,602
Grants and Contracts							
Federal	172	3,773,292	3,794,081	(20,617)	0		(20,617)
State and Local	(65,041)	321,335	221,492	34,802	0		34,802
Private	13,500	164,179	37,252	140,427	0		140,427
Indirect Cost Recovered	14,369	101		14,470	0		14,470
Gifts	156,047	292,620	320,141	128,526	0		128,526
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	2,667,088	(138,996)	2,576,300	(48,208)	0		(48,208)
TOTAL	8,830,073	7,889,398	8,582,169	8,137,304	0	0	8,137,304

Report on Restricted Operations

Through December, most restricted accounts are directly in line with budget projections. Athletics continues to be the primary concern of all restricted accounts, however, through weekly monitoring of revenue and expenses, as well as better planning of team expenditures, the Athletic Department over budget in revenue, and under budget in expenses, creating a net positive effect midway through the year. The same monitoring of revenue and expenses is also in place with the Child Care Center and has reduced the deficit. Golf Course revenue has decreased during the period due to weather conditions and COVID 19. Future projections show a recovery on the negative balance.

All other restricted operations are as anticipated through December. The Federal Grants & Contracts and Other Sources historically run a deficit mid-year due to timing of revenue being posted.

Semi-Annual Financial
Report Narrative FY 2020-21

Overview and Analysis of Campus Operations

LSU Eunice's unrestricted budgeted revenue for FY 2020-21 is \$12,543,497 and represents a \$3,148,254 decrease from the 2019-20 fiscal year budget due to the CRF funds offset and a reduction of \$71,654 in State Funds.

LSUE serves a student population of over 3,143 (Fall 2020) and relies on self-generated revenue (67%) and State of Louisiana appropriations (33%) to operate. As compared to the previous fall semester, LSUE realized a 5.2% increase in headcount and a 3.44% increase in semester credit hours.

Fall 2020 saw renewed growth at LSUE, with a 5.2% increase over Fall 2019. Total headcount concluded at 3143. Applications for First Time Freshman rose 67.7%, with a 12% increase in yield from those applications. Dual Enrollment witnessed a 20.39% increase in growth and retention of First Time Full Time Freshman increased 2.37% to 52.32% from fall to fall.

In the midst of unprecedented change, ignited by a ransomware attack in October of 2019 and followed by the pandemic in March 2020, LSUE has responded on all fronts to demonstrate a commitment to safety, health, innovation and transformation.

Pages could be devoted to the resilience of students, staff and faculty through this period, which was intensified by hurricanes Laura and Delta. Below are a description of only a fraction of the accomplishments.

- Return to Work Committee was established in June 2020. Comprised of students, faculty and staff it resulted in the Return to Fall plan with procedures and protocols to establish in-person and virtual classes and services.
- Classes began 60% in-person and 40% online with socially distanced classrooms and in-person services throughout the campus.
- August 2020, LSUE held one of the rare in person, socially distanced, graduation ceremonies in the nation to recognize graduates from Spring and Summer 2020.
- On campus housing at Bengal Village was at 100% capacity with a waiting list of 150 students.

- All fall sports were delayed until the spring semester. Student athletes remain engaged through organized practices, intersquad scrimmages and community service activities.
- LSUE was a disaster recovery site for the region during hurricanes Laura and Delta. Hosting the nationally known CAT5 Resources team from Nederland, Texas, a new partnership was formed which resulted in a 20K donation to assist students in recovery from disasters.
- The Division of Allied Health, in partnership with Ochsner Lafayette General Hospital, began planning a \$1.72M expansion of Nursing and Surgical Technology.
- LSUE is aggressively establishing its brand as a leader in workforce education and training in the region and the state. In October, we selected our first Director of Workforce Innovation and Continuing Education.
- LSUE is a leader in the state in Reboot Louisiana. Ranking second only to SLCC, we received \$700K in funding for the number of completers in workforce programs.
- LSUE hosted a regional forum on Broadband Access in October attended by the Board of Regents, legislators, agencies and providers.
- Laptop and hotspot resources were deployed to students across the campus. The Library transformed the first floor into a learning and work center with record usage.
- A Trunks and Treats event was held in October to provide Halloween activities in a socially distanced outdoor environment. Over 1000 children participated and this will become an annual community affair.
- LSUE is a beta test site for Biometric Signature, an innovative proctoring service that reduces student cost and ensures greater quality in national compliance requirements.
- The first Diversity, Equity and Inclusion Committee was established reporting directly to the Chancellor.

Report on restricted operations:

Auxiliary operations include athletics, bookstore, student media and union operations. Bookstore revenues are stable and provided a portion of funding to help offset the start-up costs of new academic programs and equipment. LSUE's mission is to provide a quality education, student life experiences, and community service opportunities to educate the whole student. The student athlete program remains a vital part of the overall LSUE experience.

FY 2020-21 priorities:

Throughout Spring and Summer 2020, LSUE prepared for a variety of budget deficit scenarios including salary reductions and furloughs. Through intensive efforts to create a transparent budget, collaboration across the campus and a hiring and spending freeze, those strategies did not have to be utilized. For the first time in five years, LSUE is projected to be in a break even budget scenario. Prior to this reserve funds were over utilized to meet campus expenses resulting in the near total depletion of the reserve. Financial sustainability and growth is the number one priority.

Priorities for the year are:

- Refine and advance financial stewardship and planning
- Begin a new strategic plan to guide the improved future of LSUE
- Ensure the campus is deploying best practices in safety, security and health measures following LSU System and State requirements for the pandemic and beyond.
- Ensure the campus makes accelerated progress in Diversity, Equity and Inclusion.
- Acquire the resources to give a long overdue raise to LSUE employees
- Refine and improve intentional enrollment management planning
- Effectively and strategically use the balance of CARES and CRRSSA funds to serve students and campus operations
- Obtain and deploy technology in all aspects of campus services and operations to improve services to students and allow limited staff to become more effective in daily work
- Advance capital projects of extreme importance to campus sustainability and growth
 - STEAM Innovation Center
 - Renovate LeDoux Library into a 21st Century Student Success and Learning Center
 - Acquire the funds to repair Manual Hall
 - Explore partnerships to add additional student housing

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

Unrestricted Operations		Actual Amount for each semi-annual period in 2020-2021		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	1,701,905	992,778	0	992,778
Statutory Dedications	213,209	81,902	0	81,902
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	9,353,830	0	9,353,830
Federal Funds	0	0	0	0
Total Revenues	12,543,497	10,428,511	0	10,428,511
Expenditures by Object:				
Salaries		3,809,512	0	3,809,512
Other Compensation		34,039	0	34,039
Related Benefits		1,964,279	0	1,964,279
Personal Services		5,807,830	0	5,807,830
Travel		13,064	0	13,064
Operating Services		1,035,063	0	1,035,063
Supplies		466,443	0	466,443
Operating Expenses		1,514,570	0	1,514,570
Professional Services		7,479	0	7,479
Other Charges		(2,445,230)	0	(2,445,230)
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		(2,437,751)	0	(2,437,751)
General Acquisitions		3,356	0	3,356
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		3,356	0	3,356
Total Expenditures		4,888,004	0	4,888,004
Expenditures by Function:				
Instruction		2,452,519	0	2,452,519
Research		0	0	0
Public Service		0	0	0
Academic Support (Includes Library)		235,909	0	235,909
Academic Expenditures		2,688,428	0	2,688,428
Student Services		431,942	0	431,942
Institutional Support		3,292,554	0	3,292,554
Scholarships/Fellowships		596,833	0	596,833
Plant Operations/Maintenance		933,237	0	933,237
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		(3,054,990)	0	(3,054,990)
Non-Academic Expenditures		2,199,576	0	2,199,576
Total Expenditures		4,888,004	0	4,888,004

Restricted Operations

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	587,876	1,190,329	1,190,329
Sales and Services of Educational Activities	0	(107)	(107)
Auxiliaries	15,040	1,397,856	1,397,856
Endowment Income	99,010	95,984	95,984
Grants and Contracts	5,703	132,575	132,575
Indirect Cost Recovered	0	0	0
Gifts	(37,647)	(55,727)	(55,727)
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	1,823,610	65,445	65,445
TOTAL	2,493,591	2,826,354	2,826,354

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 2020-2021						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations				0	0		0
Restricted Fees	587,876	775,503	173,050	1,190,329	0		1,190,329
Sales & Svcs of Educ. Activ's	0	0	107	(107)	0		(107)
Auxiliaries (List)							0
1 Bookstore	219,453	811,806	800,581	230,678	0		230,678
2 Union	222,607	185,157	12,341	395,424	0		395,424
3 Athletics	(649,339)	873,570	345,173	(120,941)	0		(120,941)
4 Media	60,772	7,278	1,167	66,883	0		66,883
5 Housing	161,547	1,100,044	435,779	825,812	0		825,812
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	99,010	1,198	4,223	95,984	0		95,984
Grants and Contracts							
Federal		3,346,417	3,498,061	(151,644)	0		(151,644)
State and Local	7	405,835	127,320	278,523	0		278,523
Private	5,696	0		5,696	0		5,696
Indirect Cost Recovered		0		0	0		0
Gifts	(37,647)	180,968	199,048	(55,727)	0		(55,727)
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	1,823,610	0	1,758,165	65,445	0		65,445
TOTAL	2,493,591	7,687,777	7,355,014	2,826,354	0	0	2,826,354

Report on Restricted Operations

February 4, 2021

Dr. Tom Galligan
Interim President
Louisiana State University
3810 West Lakeshore Drive
Baton Rouge, La 70808

Subject: Fiscal Year 2021 Budget – Mid Year Report

Dear Dr. Galligan:

I am pleased to say that LSUS had an outstanding Fall 2020 despite COVID-19 disruptions. Fall 2020 enrollment exceeded Fall 2019 by 1,376 students. Therefore, helping to ease the budget cut that was received.

Update on Initiatives and/or Changes Associated with New Fiscal Year.

The initiatives that were laid out at the beginning of the year have not all been achieved, but have been moving forward.

- Salary increases for classified staff (up to 4%).
These raises were put in place and our classified staff were rewarded for their hard work and additional stress during the Pandemic and opening the campus for the Fall semester.
- Salary increases are budgeted for faculty and professional staff although we are not certain that these will be allowed in these economic times.
Although these raises were not allowed, we remain hopeful that we can take care of our professional staff and faculty in the new academic year.
- The addition of approximately 25 new positions for full-time faculty *and* 23 replacement or new staff members. The breakdown of those hired faculty and staff include approximately 17 tenure-track or tenured faculty, 9 non-tenure-track faculty, and 23 staff or administrative positions. This has been critical to provide quality instruction to our students and to meet program accreditation expectations with the enrollment now at approximately 9,000 students. LSUS was careful to hire non-tenured faculty versus all tenure-track faculty, as we are always aware that our graduate on-line enrollment could decline.
LSUS was able to hire these new faculty and bring some much needed new talent to the campus. We continue to be careful to balance tenure track versus non-tenure track faculty in case enrollment were to decline.
- Finally, with the new roof on our Health & Physical Education Building, we have broken ground on the state of the art Exercise Science Lab. The lab will contain a one of a kind atmospheric chamber in the state that will allow for research and testing of atmospheric processes at realistic but controlled conditions.
This state of the art project is near completion and our faculty have been working on new programs, as well as research, that will take advantage of the technology.

- The Cybercollaboratory was completed and LSUS plans to leverage this state of the art space along with the secured LED Grant to assist LSUS in leading our students into the STEM workplace of the future and effectively collaborating with regional stakeholders. The space is ideal for collaboration with LSU, PBRC and LSU Health Shreveport.
With the delay of the LED grant of \$1.2M, we did not move some of our initiatives forward. However, the space was utilized to manufacture PPE for hospital staff in the area. We partnered with community organizations and BPC to make this initiative come together.
- Now that LSUS has bought out the remaining 14 years of the lease on student housing, we will complete renovations on 75% of the apartments and initiate residence life programming to that engages our students in on campus living.
The money that LSUS borrowed to renovate the apartments did not stretch as far as we had hoped. However, we were able to reach 73% occupancy and were able to make some emergency repairs that were unexpected. We continue to work on providing an upgraded internet system to the property and hope to have that completed by this summer.
- LSUS plans to put forward at least three new academic program offerings, in the technology and health care areas, to the LSU Board of Supervisors and Board of Regents
These programs are forthcoming.
- With the split of our College of Business, Education and Human Development into two Colleges, two new initiatives are underway. A new Business Intelligence Lab in the College of Business and a new state of the art Educational Resource Center to “teach the teacher”. Also within the College of Education, an assessment is being done on the needs for a Community Counseling and Psychology Clinic that may allow for an additional revenue stream for LSUS.
This new space has opened and is being taken full advantage of. There is an ongoing assessment for the needs of a Community Counseling and Psychology Clinic.
- LSUS has hired the new Associate VC for Diversity and Inclusion. With the new position, we will begin initiatives to ensure that the campus environment is inviting and equitable to all.
The new Associate has already had several programs including a Black Lives Matter video and a video for Spanish Heritage Week completed.

Major Challenges Associated with New Fiscal Year. There are major challenges associated with the new fiscal year.

- Need to continue the focus on increasing undergraduate enrollment. LSUS is predicting slightly over 100 first time freshmen in the Fall of '20 over Fall of '19. Of course, this does not stabilize LSUS' economic situation if LSUS were to take a downturn in our large graduate online population. The University would be in financial exigency with the loss in the graduate programs' enrollment.
Unfortunately, even though we saw increased enrollment for the Fall 2020 semester, we did not see an increase in our undergraduate population. Our total First-Time Freshmen stayed static. We can't be sure how much the Pandemic played a role in this flat number.
- Continued need to effectively address salary compaction and market issues, especially for long term faculty and staff that have not had a permanent raise
We continue to have this issue. Just this Spring, we attempted a search for an Associate Director of Accounting Services. We only got 29 applications. Of the 29, 7 were viable



SHREVEPORT

candidates. After phone interviews the pool reduced to 3 candidates because the others were not willing to take a pay cut from their current jobs to come to work at LSUS.

- The potential for a mid-year budget cut will be difficult for LSUS as we had already begun self-funded capital projects in FY19-20 that will need to be seen to completion. The self-funded capital projects are necessary to bring the campus up to a standard worthy of attracting students to the campus.

We continue to wait and see how the legislative sessions progress.

LSU Shreveport is looking to the future and hoping that the legislature will understand the need to restore the prior year budget so that we do not have to depend on one-time monies from the Federal government to fund our budgets. This is a bad business model and does not allow us to plan for the future.

Sincerely,

Barbie Cannon
Vice Chancellor for Business Affairs

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

Unrestricted Operations		Actual Amount for each semi-annual period in 2020-2021		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	8,563,149	4,834,457	0	4,834,457
Statutory Dedications	539,159	207,113	0	207,113
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	52,994,397	43,406,135	0	43,406,135
Federal Funds	0	0	0	0
Total Revenues	62,096,705	48,447,705	0	48,447,705
Expenditures by Object:				
Salaries		10,230,286	0	10,230,286
Other Compensation		319,648	0	319,648
Related Benefits		5,168,672	0	5,168,672
Personal Services		15,718,606	0	15,718,606
Travel		10,219	0	10,219
Operating Services		4,366,286	0	4,366,286
Supplies		1,115,463	0	1,115,463
Operating Expenses		5,491,967	0	5,491,967
Professional Services		13,585,189	0	13,585,189
Other Charges		1,892,213	0	1,892,213
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		15,477,403	0	15,477,403
General Acquisitions		436,173	0	436,173
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		436,173	0	436,173
Total Expenditures		37,124,149	0	37,124,149
Expenditures by Function:				
Instruction		23,841,413	0	23,841,413
Research		16,593	0	16,593
Public Service		0	0	0
Academic Support (Includes Library)		2,082,175	0	2,082,175
Academic Expenditures		25,940,181	0	25,940,181
Student Services		1,214,498	0	1,214,498
Institutional Support		4,155,107	0	4,155,107
Scholarships/Fellowships		966,253	0	966,253
Plant Operations/Maintenance		5,629,210	0	5,629,210
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		(781,100)	0	(781,100)
Non-Academic Expenditures		11,183,968	0	11,183,968
Total Expenditures		37,124,149	0	37,124,149

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	8,691,858	9,420,435	9,420,435
Sales and Services of Educational Activities	101,483	103,220	103,220
Auxiliaries	13,084	(963,552)	(963,552)
Endowment Income	0	0	0
Grants and Contracts	(767,503)	(405,011)	(405,011)
Indirect Cost Recovered	656,268	648,593	648,593
Gifts	663,490	689,032	689,032
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	1,712,623	1,016,398	1,016,398
TOTAL	11,071,303	10,509,116	10,509,116

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 2020-2021						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees	8,691,858	5,052,202	4,323,625	9,420,435	0		9,420,435
Sales & Svcs of Educ. Activ's	101,483	1,737	0	103,220	0		103,220
Auxiliaries (List)							0
1 - University Center	(208,434)	78,242	194,521	(324,713)	0		(324,713)
2 - Food Service	(82,065)	44,768	408,057	(445,354)	0		(445,354)
3 - Bookstore	(362,881)	36,992	0	(325,889)	0		(325,889)
4 - University Court Apts - Lease	11,641	589,095	1,398,608	(797,872)	0		(797,872)
5 - Athletics	654,823	1,158,634	883,181	930,276	0		930,276
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	(848,374)	2,884,794	3,576,838	(1,540,419)	0		(1,540,419)
State and Local	(27,742)	1,267,620	234,226	1,005,652	0		1,005,652
Private	108,613	53,098	31,955	129,756	0		129,756
Indirect Cost Recovered	656,268	9,706	17,381	648,593	0		648,593
Gifts	663,490	454,102	428,560	689,032	0		689,032
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	1,712,623	444,829	1,141,053	1,016,398	0		1,016,398
TOTAL	11,071,303	12,075,817	12,638,004	10,509,116	0	0	10,509,116

Report on Restricted Operations



Executive Summary
FY 2020-21 Semi-Annual Report on the Budget
July 1, 2020 – December 31, 2020

The Fiscal Year 2020-2021 appropriation for LSU Health Sciences Center in New Orleans is \$143,575,796.

Threats

- COVID-19 impact on state appropriations along with instruction, research and service missions of the university.
- Continued increase in employer contributions to health insurance and unfunded actuarial liability portion of retirement costs.
- Inconsistent level of state support for higher education and hospital partnerships.
- Inability to significantly increase revenue from tuition.

Mechanisms for Coping with Threats

- Revenue Generation
 - LSUHSC-NO continues to seek new and/or expanded sources of funding by enhancing relationships with private and not-for-profit health care entities.
 - LSUHSC-NO continues to leverage investments we are making in biomedical and cancer research.
 - LSUHSC-NO will protect the safety and security of the University against the Coronavirus Pandemic with a targeted focus on testing and research.
- Cost Containment
 - Salary increases, with faculty promotions in rank and classified market adjustments being the notable exception, were not generally granted.
 - LSUHSC at New Orleans tries to limit new hires to critical needs mainly in the areas of direct patient care and sponsored research, where external funding from grants and contracts are available.
 - Management is evaluating and controlling expenditures for travel, professional services, and acquisitions as much as possible.

Unrestricted Operations

- Revenues
 - General Fund Appropriations: Through December 31, 2020, 49.5% of the appropriations have been collected.

- Statutory Dedication Revenue are derived from the SELF fund for past faculty pay plans. 38.4% of these funds have been collected.
- Self-Generated Revenue: There are three major components to this means of financing: student tuition and fees; sales and services of educational departments (primarily the Dental Student and Resident Clinics); and other sources.
- Expenditures
 - Spending of unrestricted funds are within the parameters of our overall budget.
 - Personnel Services, which includes salaries, other compensation and related benefits, decreased 16% since 2020 during the same time period.
 - Operating Expenses, which includes travel, operating services and supplies, decreased 2% since 2020 during the same time period.
 - Other Charges, consisting of professional services, other charges, debt services and interagency transfers, increased 25% since 2020 during the same time period with most of the increase in other charges representing increases in mandated costs and scholarships.
 - Acquisitions and Major Repairs increased due to State Facility & Planning projects.

Restricted Operations

- Private grants and contract revenue increased significantly due to various partnerships on behalf of Louisiana Department of Health (LDH) to further the State's healthcare mission which validates our emphasis on increasing contracts for graduate medical education and clinical care. It should be noted that the Health Science Center was not able to expense a large portion of revenue it received due to a dental contract entered into on behalf of the LDH which will skew the reporting in this quarter and next.
- Federal grants and contract revenue is up 9% and state grants and contract revenue increased 6%.
- Overall grant and contract fund balance between federal, state, local and private grants and contracts have shown growth in FY2021.
- Auxiliaries operations have maintained a positive fund balance overall. We continue to examine corrective actions to limit losses in the cafeteria and bookstore in the future. This includes implementing a consistent approach to control operating performance, cost cutting measures such as reducing inventory costs, along with anticipated increases in revenues as a result of selective price increases.
- The report excludes projects we maintain on behalf of the Health Care Services Division (HCSD) and FEMA/ORM related activity for project worksheets and contents replacement.

Appendix A
Semi-Annual Revenues and Expenditures Executive Summary

Unrestricted Operations		Actual Amount for each semi-annual period in 2020-2021		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	72,313,200	35,799,459	0	35,799,459
Statutory Dedications	3,526,217	1,354,565	0	1,354,565
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	58,560,007	0	58,560,007
Federal Funds	0	0	0	0
Total Revenues	143,575,796	95,714,031	0	95,714,031
Expenditures by Object:				
Salaries		28,331,042	0	28,331,042
Other Compensation		585,918	0	585,918
Related Benefits		10,172,355	0	10,172,355
Personal Services		39,089,315	0	39,089,315
Travel		5,829	0	5,829
Operating Services		8,812,646	0	8,812,646
Supplies		1,475,467	0	1,475,467
Operating Expenses		10,293,941	0	10,293,941
Professional Services		655,348	0	655,348
Other Charges		5,165,295	0	5,165,295
Debt Services		50,163	0	50,163
Interagency Transfers		11,422,198	0	11,422,198
Other Charges		17,293,003	0	17,293,003
General Acquisitions		89,349	0	89,349
Library Acquisitions		1,791	0	1,791
Major Repairs		1,275	0	1,275
Acquisitions and Major Repairs		92,414	0	92,414
Total Expenditures		66,768,673	0	66,768,673
Expenditures by Function:				
Instruction		20,958,509	0	20,958,509
Research		1,523,647	0	1,523,647
Public Service		421,307	0	421,307
Academic Support (Includes Library)		8,214,541	0	8,214,541
Academic Expenditures		31,118,004	0	31,118,004
Student Services		1,981,087	0	1,981,087
Institutional Support		16,617,025	0	16,617,025
Scholarships/Fellowships		2,395,727	0	2,395,727
Plant Operations/Maintenance		14,606,668	0	14,606,668
Hospital		0	0	0
Transfers out of agency		50,163	0	50,163
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		35,650,669	0	35,650,669
Total Expenditures		66,768,673	0	66,768,673

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	4,543,620	3,896,763	3,896,763
Sales and Services of Educational Activities	(13,828,900)	(13,984,321)	(13,984,321)
Auxiliaries	2,852,799	3,176,486	3,176,486
Endowment Income	1,126,081	903,782	903,782
Grants and Contracts	139,929,391	186,081,018	186,081,018
Indirect Cost Recovered	72,112,920	51,700,124	51,700,124
Gifts	363,106	135,281	135,281
Federal Funds	0	0	0
Hospitals	7,949,017	16,678,078	16,678,078
All Other Sources	9,822,268	10,123,341	10,123,341
TOTAL	224,870,302	258,710,553	258,710,553

Overview and Analysis of Campus Operations

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Semi -Annual Overview of Restricted Operations

Campus: *LSU Health Sciences Center - New Orleans*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2020-2021						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees	4,543,620	1,638,892	2,285,749	3,896,763	0		3,896,763
Sales & Svcs of Educ. Activ's	(13,828,900)	2,507,449	2,662,870	(13,984,321)	0		(13,984,321)
Auxiliaries (List)							0
1	(835,531)	3,132,604	3,069,171	(772,098)	0		(772,098)
2	(2,745,316)	299,261	643,389	(3,089,444)	0		(3,089,444)
3	2,128,314	803,729	762,337	2,169,707	0		2,169,707
4	5,393,004	740,075	350,734	5,782,345	0		5,782,345
5	(1,087,672)	1,527,635	1,353,988	(914,024)	0		(914,024)
6				0	0		0
7				0	0		0
8				0	0		0
9				0	0		0
10				0	0		0
11				0	0		0
12				0	0		0
13				0	0		0
14				0	0		0
15				0	0		0
Endowment Income	1,126,081	990,297	1,212,595	903,782	0		903,782
Grants and Contracts							
Federal	(63,618)	15,382,367	19,027,416	(3,708,666)	0		(3,708,666)
State and Local	10,872,642	5,941,025	9,636,536	7,177,131	0		7,177,131
Private	129,120,367	259,015,451	205,523,265	182,612,552	0		182,612,552
Indirect Cost Recovered	72,112,920	10,494,730	30,907,525	51,700,124	0		51,700,124
Gifts	363,106	578,822	806,647	135,281	0		135,281
Federal Funds				0	0		0
Hospitals							
Hospital - Commercial/Self-Pay				0	0		0
Physician Practice Plans	7,949,017	10,371,672	1,642,611	16,678,078	0		16,678,078
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	9,822,268	712,244	411,171	10,123,341	0		10,123,341
TOTAL	224,870,302	314,136,254	280,296,003	258,710,553	0	0	258,710,553

Report on Restricted Operations

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**LSU Health Sciences Center - Shreveport
Bi-Annual Financial Reporting Narrative
SFY 2020-2021 as of December 31, 2020**

Appropriation: Revenues and Expenditures

Operating Budget revenue includes state general funds direct, statutory dedications (tobacco tax and self-fund), and self-generated (tuition and fees) funding. The Operating Budget expenditures include costs associated with the operation of three schools (Medicine, Allied Health, and Graduate Studies), as well as legacy costs associated with the transition of three hospitals from state management to public-private partnerships.

The original academic SFY 2020-2021 operating budget appropriation includes the following spending authority:

State General Funds Direct	51,280,400
Statutory Dedications	6,879,411
University Tuition and Fees	23,636,590
TOTAL	\$81,796,401

With an approved BA-7 #1 under ACT 45 in the amount of \$700,000, the SFY 2020-2021 operating budget appropriation changed as follows:

State General Funds Direct	51,980,400
Statutory Dedications	6,879,411
University Tuition and Fees	23,636,590
TOTAL	\$82,496,401

The State General Funds Direct appropriation of **\$51,980,400** includes: approximately **\$14.0M** dedicated to support the hospitals' (SHV Hospital, EACMC, and HPLMC) legacy costs including risk management premiums, retiree health and life, and residual HPLMC property maintenance, **\$1.020M** for Feist Weiller Cancer Center operations, **\$2.140M** for research enhancement, and **\$700,000** for the Viral Neutralization Test program equipment.

The Statutory Dedications of **\$6,879,411** includes: Tobacco funds of **\$4.386M** for FWCC Cancer Center operations, SELF funds of **\$2.293M** for support of faculty salaries, and Sales Tax allocation of **\$200,000** for Feist Weiller Cancer Center operations.

Public-Private Hospital Partnerships

The LSU Shreveport Hospital and E.A. Conway Medical Center originally transferred from state to private management effective October 1, 2013. Huey P. Long Medical Center in Pineville discontinued patient care services on June 30, 2014.

Effective October 1, 2018, the management of the LSU Shreveport Hospital and E.A. Conway Medical Center changed from BRFH to the Ochsner LSU Health System of North Louisiana (OLHS-NL).

In accordance with R.S. 39:366.11, the Board of Supervisors and Joint Legislative Committee on Budget approved the Cooperative Endeavor Agreement (CEA) by and among the State of Louisiana (State), acting by and through the Louisiana Division of Administration (DOA), Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (LSU), and Ochsner LSU Health System of North Louisiana (OLHS-NL), a private Louisiana nonprofit corporation. The CEA and service agreements cover the hospital and clinic facilities in Shreveport and Monroe. The Joint Venture CEA, effective October 1, 2018, for an initial term of ten (10) years, replaces the BRFH Public-Private Partnership CEA. Also effective October 1, 2018, Ochsner LSU Health System of North Louisiana (OLHS-NL) is the sole member of "Ochsner LSU Physician Group" or "OLPG" which means LSU Health Sciences Center-Shreveport Faculty Group Practice d/b/a Ochsner LSU Physician Group, a Louisiana nonprofit corporation, which operates the clinical practices of HSC-S Physicians and HSC-S Practitioners. OLPG is a nonprofit corporation that, prior to the Commencement Date, operated as the practice plan of the Medical School faculty under a Memorandum of Understanding through which the FGP contracted with HSC-S for clinical and other services of HSC-S Physicians and HSC-S Practitioners.

Appendix A
Semi-Annual Revenues and Expenditures Executive Summary

Unrestricted Operations		Actual Amount for each semi-annual period in 2020-2021		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	51,980,400	30,113,568	0	30,113,568
Statutory Dedications	6,879,411	3,503,435	0	3,503,435
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	23,636,590	22,478,223	0	22,478,223
Federal Funds	0	0	0	0
Total Revenues	82,496,401	56,095,226	0	56,095,226
Expenditures by Object:				
Salaries		16,316,384	0	16,316,384
Other Compensation		3,214,811	0	3,214,811
Related Benefits		12,887,116	0	12,887,116
Personal Services		32,418,311	0	32,418,311
Travel		7,582	0	7,582
Operating Services		9,853,722	0	9,853,722
Supplies		391,099	0	391,099
Operating Expenses		10,252,403	0	10,252,403
Professional Services		788,396	0	788,396
Other Charges		1,669,111	0	1,669,111
Debt Services		0	0	0
Interagency Transfers		3,658,720	0	3,658,720
Other Charges		6,116,227	0	6,116,227
General Acquisitions		100,527	0	100,527
Library Acquisitions		162	0	162
Major Repairs		0	0	0
Acquisitions and Major Repairs		100,689	0	100,689
Total Expenditures		48,887,630	0	48,887,630
Expenditures by Function:				
Instruction		13,561,366	0	13,561,366
Research		8,862,086	0	8,862,086
Public Service		100,310	0	100,310
Academic Support (Includes Library)		3,584,328	0	3,584,328
Academic Expenditures		26,108,090	0	26,108,090
Student Services		1,017,991	0	1,017,991
Institutional Support		15,560,595	0	15,560,595
Scholarships/Fellowships		1,520,088	0	1,520,088
Plant Operations/Maintenance		2,755,891	0	2,755,891
Hospital		1,889,975	0	1,889,975
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		35,000	0	35,000
Non-Academic Expenditures		22,779,540	0	22,779,540
Total Expenditures		48,887,630	0	48,887,630

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	1,114,952	1,174,927	0
Sales and Services of Educational Activities	65,021,548	85,943,223	0
Auxiliaries	14,072,539	14,362,614	0
Endowment Income	13,036,294	15,065,599	0
Grants and Contracts	81,248,080	108,509,406	0
Indirect Cost Recovered	(8,101,929)	(8,665,425)	0
Gifts	(12,025)	(12,578)	0
Federal Funds	0	0	0
Hospitals	(37,257,813)	(37,308,314)	0
All Other Sources	3,429,798	3,789,298	0
TOTAL	132,551,444	182,858,750	0

Overview and Analysis of Campus Operations

In accordance with R.S. 39:366.11, the Board of Supervisors and Joint Legislative Committee on Budget approved the Cooperative Endeavor Agreement (CEA) by and among the State of Louisiana (State), acting by and through the Louisiana Division of Administration (DOA), Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (LSU), and Ochsner LSU Health System of North Louisiana (OLHS-NL), a private Louisiana nonprofit corporation. The CEA and service agreements cover the hospital and clinic facilities in Shreveport and Monroe. The Joint Venture CEA, effective October 1, 2018, for an initial term of ten (10) years, replaces the BRFH Public-Private Partnership CEA. Also effective October 1, 2018, Ochsner LSU Health System of North Louisiana (OLHS-NL) is the sole member of "Ochsner LSU Physician Group" or "OLPG" which means LSU Health Sciences Center-Shreveport Faculty Group Practice d/b/a Ochsner LSU Physician Group, a Louisiana nonprofit corporation operates the clinical practices of HSC-S Physicians and HSC-S Practitioners. OLPG is a nonprofit corporation that, prior to the Commencement Date, operated as the practice plan of the Medical School faculty under a Memorandum of Understanding through which the FGP contracted with HSC-S for clinical and other services of HSC-S Physicians and HSC-S Practitioners.

SFY 2020-2021 expenditure transactions applicable to the aforementioned agreements and the Coronavirus Relief Funds (CRF) allocation from SFY 2019-2020 are currently recorded among unrestricted and restricted operations. The pending expenditure transfers between the various funds and chartstrings will be finalized by official fiscal year end close.

Ending December 31, 2020 Restricted Operations (1st & 2nd Quarters):

- (1) **Sales and Services of Educational Activities** fund balance include operational expenditures that will be transferred to **Grants and Contracts** fund balance which currently includes revenue from the hospital and professional practice partnership agreements
- (2) **Hospitals** net fund balance for the three hospitals is due to the pre and post financial support transactions associated with the state initiated hospital public/private partnership transition from state management

Semi -Annual Overview of Restricted Operations

Campus: *LSUHSC Shreveport*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2020-2021						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations	0	0		0	0		0
Restricted Fees	1,114,952	254,595	194,620	1,174,927	0	0	1,174,927
Sales & Svcs of Educ. Activ's	65,021,548	96,261,337	75,339,662	85,943,223	0	0	85,943,223
Auxiliaries (List)							0
Bookstore	2,290,089	334,601	345,504	2,279,186	0	0	2,279,186
Cafeteria	4,033,716	17,886	0	4,051,602	0	0	4,051,602
General Service Store	(657,311)	0	0	(657,311)	0	0	(657,311)
Gift Shop	24,155	74	0	24,229	0	0	24,229
Linwood Apartments	1,062,972	2,649	0	1,065,621	0	0	1,065,621
Microcomputers	(125,171)	588,105	569,533	(106,599)	0	0	(106,599)
Networking	640,992	17,678	11,877	646,793	0	0	646,793
Parking	(212,553)	153,383	181,736	(240,906)	0	0	(240,906)
Printing	1,291,695	144,653	138,142	1,298,206	0	0	1,298,206
Rental Properties	1,248,439	132,624	35,873	1,345,190	0	0	1,345,190
Student Union	1,101,323	102,105	4,857	1,198,571	0	0	1,198,571
Telecommunications	3,374,193	602,800	518,961	3,458,032	0	0	3,458,032
Endowment Income	13,036,294	2,455,064	425,759	15,065,599	0	0	15,065,599
Grants and Contracts							
Federal	117,307	5,808,404	6,586,776	(661,065)	0	0	(661,065)
State and Local	820,930	1,666,510	2,213,536	273,904	0	0	273,904
Private	80,309,843	130,313,690	101,726,966	108,896,567	0	0	108,896,567
Indirect Cost Recovered	(8,101,929)	1,295,367	1,858,863	(8,665,425)	0	0	(8,665,425)
Gifts	(12,025)	0	553	(12,578)	0	0	(12,578)
Federal Funds	0	0	0	0	0	0	0
Hospitals							
Hospital - Commercial/Self-Pay	0	0	0	0	0	0	0
Physician Practice Plans	0	0	0	0	0	0	0
Medicare	0	0	0	0	0	0	0
Medicaid	0	0	0	0	0	0	0
Uncompensated Care Costs	0	0	0	0	0	0	0
Sponsored Grants and Contracts	0	0	0	0	0	0	0
Sales and Services Other - Shreveport	(26,809,887)	51,133	101,634	(26,860,388)	0	0	(26,860,388)
Sales and Services Other - EA Conway	(6,991,465)	0	0	(6,991,465)	0	0	(6,991,465)
Sales and Services Other - Huey P. Long	(3,456,461)	0	0	(3,456,461)	0	0	(3,456,461)
All Other Sources	3,429,798	364,437	4,937	3,789,298	0	0	3,789,298
TOTAL	132,551,444	240,567,095	190,259,789	182,858,750	0	0	182,858,750

Report on Restricted Operations

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TO: Jim Buras
AVP Finance & Administration
LSU System

FROM: Lisa Augustus
Budget
LSU Health Care Services Division

DATE: January 29, 2021

RE: Semi-Annual Financial Report
for six month period ending December 31, 2020

We have compiled the Semi-Annual Financial Report for six month period ending December 31, 2020 for the LSU Health Care Services Division.

Major developments during this year included:

Actual:

Unrestricted Operations

- In FY21, HCSD was appropriated \$20.3 in General Fund to cover legacy costs associated with partnered hospitals. The FY2020 General Fund appropriation for legacy operations was \$19.8 M. Increase due to ORM premiums rate increase.
- Lallie Kemp Regional Medical Center was appropriated \$4,461,972 in General Fund for FY21.
- LSU HCSD Operating Budget increased from FY2020 \$62,118,800 to FY2021 \$63,479,784. Market Rate classified \$841,898, ORM Premium increase \$512,497, and Civil Service Increase \$6,509.

Restricted Operations -

- Central Office expenses are off budget this fiscal year. Therefore, Central Office expenses and revenues are being reported in restricted operations.
- \$69M in lease payment received at end of December 31, 2020.
- \$33,324 was received from partners for contracted services performed by HCSD ending December 31, 2020.
- \$123,358 was received in FEMA revenue for period ending December 31, 2020.

cc: Dr. Wayne Wilbright
Lanette Buie

Appendix A
Semi-Annual Revenues and Expenditures Executive Summary

Unrestricted Operations		Actual Amount for each semi-annual period in 2020-2021		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	24,766,943	12,383,471	0	12,383,471
Statutory Dedications	0	0	0	0
Interim Emergency Board	0	0	0	0
Interagency Transfers	17,700,261	9,955,026	0	9,955,026
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	16,019,498	12,511,692	0	12,511,692
Federal Funds	4,993,082	2,331,103	0	2,331,103
Total Revenues	63,479,784	37,181,292	0	37,181,292
Expenditures by Object:				
Salaries		10,856,748	0	10,856,748
Other Compensation		489,344	0	489,344
Related Benefits		4,899,311	0	4,899,311
Personal Services		16,245,403	0	16,245,403
Travel		0	0	0
Operating Services		1,718,950	0	1,718,950
Supplies		4,409,726	0	4,409,726
Operating Expenses		6,128,676	0	6,128,676
Professional Services		617,846	0	617,846
Other Charges		767,801	0	767,801
Debt Services		0	0	0
Interagency Transfers		8,588,084	0	8,588,084
Other Charges		9,973,731	0	9,973,731
General Acquisitions		0	0	0
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		0	0	0
Total Expenditures		32,347,810	0	32,347,810
Expenditures by Function:				
Instruction		0	0	0
Research		0	0	0
Public Service		0	0	0
Academic Support (Includes Library)		0	0	0
Academic Expenditures		0	0	0
Student Services		0	0	0
Institutional Support		0	0	0
Scholarships/Fellowships		0	0	0
Plant Operations/Maintenance		0	0	0
Hospital		32,347,810	0	32,347,810
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		32,347,810	0	32,347,810
Total Expenditures		32,347,810	0	32,347,810

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	0	0	0
Sales and Services of Educational Activities	0	0	0
Auxiliaries	0	0	0
Endowment Income	0	0	0
Grants and Contracts	0	0	0
Indirect Cost Recovered	0	0	0
Gifts	0	0	0
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	65,562,934	63,997,531	63,997,531
TOTAL	65,562,934	63,997,531	63,997,531

Overview and Analysis of Campus Operations

Semi -Annual Overview of Restricted Operations

Campus: *LSU Health Care Services Division*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2020-2021						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees		0		0	0		0
Sales & Svcs of Educ. Activ's		0		0	0		0
Auxiliaries (List)							0
1		0		0	0		0
2		0		0	0		0
3		0		0	0		0
4		0		0	0		0
5		0		0	0		0
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income		0		0	0		0
Grants and Contracts							
Federal		0		0	0		0
State and Local		0		0	0		0
Private		0		0	0		0
Indirect Cost Recovered		0		0	0		0
Gifts		0		0	0		0
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	65,562,934	71,176,526	72,741,929	63,997,531	0		63,997,531
TOTAL	65,562,934	71,176,526	72,741,929	63,997,531	0	0	63,997,531

Report on Restricted Operations

*\$5,329,669.36 in Revenue for COVID19 HRSA Care Act payments is not included in this restricted fund balance. HCSD continues to evaluate and identify the proper use of these funds and is awaiting additional instructions due to the recent passage of the Coronavirus Response and Relief Supplemental Appropriations Act in December 2020.

LSU
Deposit and Collateral Report
For the Quarter Ended December 31, 2020

Deposits Requiring Posting of Collateral:	Demand Deposit Sweep/MMA Repurchase	Certificates of Deposit	Total Deposits in Financial Institutions	Collateral (1)
LSU A&M, LSU Alexandria, LSU Eunice, LSU Shreveport, and LSU Health New Orleans				
Chase - LSU, Health Plan Premium	\$ 210,136,071		\$ 210,136,071	\$ 273,334,551
Cottonport Bank - LSU Ag Center	2,469,885		2,469,885	2,771,552
Capital One - LSU-A	7,744,494		7,744,494	7,744,494
St. Landry Bank - LSU-E	895,982		895,982	1,014,551
Campus Federal Credit Union - LSU-S		\$ 100,455	100,455	250,000
Capital One - LSU-S	18,086,724		18,086,724	18,188,558
Chase - HSCNO	112,816,322	18,600	112,834,922	119,491,881
Total	\$ 352,149,478	\$ 119,055	\$ 352,268,533	\$ 422,795,587
LSU Health Shreveport				
JPMC-Shreveport	\$ 87,421,931		\$ 87,421,931	\$ 115,955,430
JPMC-Shreveport Endowment Fds	1,277,467		1,277,467	
Total	\$ 88,699,398	\$ -	\$ 88,699,398	\$ 115,955,430
LSU Health Care Services Division				
JP Morgan Chase (HCSD)	\$ 108,376,180		\$ 108,376,180	\$ 108,376,180
Capital One (MCLNO Trust Fund)	3,940,264		3,940,264	4,014,072
Total	\$ 112,316,444	\$ -	\$ 112,316,444	\$ 112,390,252
Total Requiring Collateral	\$ 553,165,320	\$ 119,055	\$ 553,284,375	\$ 651,141,269
Deposits In Trust or Federal Obligations Not Requiring Collateral				
Federated Money Markets	\$ 8,900,115		\$ 8,900,115	
Federated Funds-Treas. Oblig. (2)	16,232,202		16,232,202	
Total	\$ 25,132,317	\$ -	\$ 25,132,317	
Total Deposits	\$ 578,297,637	\$ 119,055	\$ 578,416,692	

(1) Collateral amounts include FDIC coverage of \$250,000 on Demand Deposits, \$250,000 on CD's and \$250,000 by the National Credit Union Share Insurance Fund on deposits with Campus Federal Credit Union.

(2) One Group & Federated Funds are no-load, open ended mutual funds investing in U.S. Treasury obligations.

LSU
Investment Summary
For the Quarter Ended December 31, 2020

Fund Description	As of 7/1/2020	As of 9/30/2020		As of 12/31/2020		As of 3/31/2021		As of 06/30/2021	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value
Current Funds									
Cash/Sweeps	\$375,120,082	\$580,056,212	\$580,056,212	\$547,947,589	\$547,947,589	\$0	\$0	\$0	\$0
Money Market Accounts/Repos (A)	\$0	\$8,930,221	\$8,930,221	\$8,058,226	\$8,058,226	\$0	\$0	\$0	\$0
Certificates of Deposit	\$100,413	\$100,411	\$100,411	\$100,455	\$100,455	\$0	\$0	\$0	\$0
Treasury Notes	\$34,083,826	\$33,261,475	\$34,653,588	\$34,100,069	\$35,307,018	\$0	\$0	\$0	\$0
CMO's	\$13,289,523	\$12,690,922	\$12,715,426	\$12,113,675	\$12,137,860	\$0	\$0	\$0	\$0
Agency Securities (B)	\$54,110,875	\$67,077,178	\$68,724,705	\$68,351,528	\$69,745,410	\$0	\$0	\$0	\$0
Mortgaged Backed Securities	\$42,826,102	\$39,274,622	\$39,830,857	\$12,615,757	\$12,896,709	\$0	\$0	\$0	\$0
Equity Securities (C)	\$55,912	\$0	\$56,907	\$0	\$71,880	\$0	\$0	\$0	\$0
Municipal Bonds (E)	\$118,337,558	\$119,421,589	\$121,288,094	\$154,584,896	\$155,773,477	\$0	\$0	\$0	\$0
Corporate Bonds (D)	\$159,589,112	\$140,372,399	\$148,885,753	\$148,378,235	\$158,838,357	\$0	\$0	\$0	\$0
Total	\$797,513,403	\$1,001,185,029	\$1,015,242,174	\$986,250,430	\$1,000,876,981	\$0	\$0	\$0	\$0
Endowment Funds									
Cash/Sweeps	\$1,428,396	\$1,284,010	\$1,284,010	\$1,277,467	\$1,277,467	\$0	\$0	\$0	\$0
Money Market Accounts/Repos (A)	\$36,872	\$791,886	\$791,886	\$534,617	\$534,617	\$0	\$0	\$0	\$0
Certificates of Deposit	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$0	\$0	\$0	\$0
Agency Securities (B)	\$1,380,320	\$1,315,805	\$1,379,514	\$1,315,805	\$1,373,161	\$0	\$0	\$0	\$0
Mortgaged Backed Securities	\$1,608,820	\$1,411,674	\$1,518,819	\$1,406,900	\$1,515,269	\$0	\$0	\$0	\$0
Equity Securities (C)	\$9,965,087	\$5,028,188	\$9,995,603	\$4,816,366	\$10,521,975	\$0	\$0	\$0	\$0
Mutual Funds	\$67,050,161	\$60,529,377	\$69,560,847	\$63,376,325	\$75,276,849	\$0	\$0	\$0	\$0
Municipal Bonds (E)	\$2,769,136	\$2,689,578	\$2,781,804	\$4,256,683	\$4,326,428	\$0	\$0	\$0	\$0
Corporate Bonds (D)	\$8,780,099	\$8,727,513	\$9,376,642	\$8,235,273	\$8,922,543	\$0	\$0	\$0	\$0
Total	\$93,037,491	\$81,796,631	\$96,707,725	\$85,238,036	\$103,766,909	\$0	\$0	\$0	\$0
Other Funds									
Cash/Sweeps	\$4,798,073	\$3,698,689	\$3,698,689	\$3,940,264	\$3,940,264	\$0	\$0	\$0	\$0
Money Market Accounts/Repos (A)	\$31,382,800	\$9,217,020	\$9,217,020	\$16,539,474	\$16,539,474	\$0	\$0	\$0	\$0
Equity Securities (C)	\$221,811	\$0	\$170,277	\$0	\$209,411	\$0	\$0	\$0	\$0
Total	\$36,402,684	\$12,915,709	\$13,085,986	\$20,479,738	\$20,689,149	\$0	\$0	\$0	\$0
Grand Total	\$926,953,578	\$1,095,897,369	\$1,125,035,885	\$1,091,968,204	\$1,125,333,039	\$0	\$0	\$0	\$0
Deposits in Financial Institutions									
Total Cash/Sweeps/MMA/Repos	\$412,766,223	\$603,978,038	\$603,978,038	\$578,297,637	\$578,297,637	\$0	\$0	\$0	\$0
Total Certificates of Deposit	\$119,013	\$119,011	\$119,011	\$119,055	\$119,055	\$0	\$0	\$0	\$0
Total Deposits	\$412,885,236	\$604,097,049	\$604,097,049	\$578,416,692	\$578,416,692	\$0	\$0	\$0	\$0
Other Investments									
Treasury Notes	\$34,083,826	\$33,261,475	\$34,653,588	\$34,100,069	\$35,307,018	\$0	\$0	\$0	\$0
CMO's	\$13,289,523	\$12,690,922	\$12,715,426	\$12,113,675	\$12,137,860	\$0	\$0	\$0	\$0
Agency Securities (B)	\$55,491,195	\$68,392,983	\$70,104,219	\$69,667,333	\$71,118,571	\$0	\$0	\$0	\$0
Mortgaged Backed Securities	\$44,434,922	\$40,686,296	\$41,349,676	\$14,022,657	\$14,411,978	\$0	\$0	\$0	\$0
Equity Securities (C)	\$10,242,810	\$5,028,188	\$10,222,787	\$4,816,366	\$10,803,266	\$0	\$0	\$0	\$0
Mutual Funds	\$67,050,161	\$60,529,377	\$69,560,847	\$63,376,325	\$75,276,849	\$0	\$0	\$0	\$0
Municipal Bonds (E)	\$121,106,694	\$122,111,167	\$124,069,898	\$158,841,579	\$160,099,905	\$0	\$0	\$0	\$0
Corporate Bonds (D)	\$168,369,211	\$149,099,912	\$158,262,395	\$156,613,508	\$167,760,900	\$0	\$0	\$0	\$0
Total Other	\$514,068,342	\$491,800,320	\$520,938,836	\$513,551,512	\$546,916,347	\$0	\$0	\$0	\$0
Grand Total	\$926,953,578	\$1,095,897,369	\$1,125,035,885	\$1,091,968,204	\$1,125,333,039	\$0	\$0	\$0	\$0
LSU Paid Campuses									
Current Funds									
Cash/Sweeps	\$233,311,025	\$414,498,300	\$414,498,300	\$352,149,478	\$352,149,478	\$0	\$0	\$0	\$0
Money Market Accounts/Repos (A)	\$0	\$8,930,221	\$8,930,221	\$8,058,226	\$8,058,226	\$0	\$0	\$0	\$0
Certificates of Deposit	\$100,413	\$100,411	\$100,411	\$100,455	\$100,455	\$0	\$0	\$0	\$0
CMO's	\$13,289,523	\$12,690,922	\$12,715,426	\$12,113,675	\$12,137,860	\$0	\$0	\$0	\$0
Agency Securities (B)	\$47,010,006	\$61,971,133	\$63,641,495	\$63,267,989	\$64,708,163	\$0	\$0	\$0	\$0
Mortgaged Backed Securities	\$42,813,155	\$39,261,335	\$39,818,037	\$12,602,605	\$12,884,013	\$0	\$0	\$0	\$0
Equity Securities (C)	\$55,912	\$0	\$56,907	\$0	\$71,880	\$0	\$0	\$0	\$0
Municipal Bonds (E)	\$110,753,126	\$111,212,249	\$112,961,740	\$141,501,351	\$143,682,671	\$0	\$0	\$0	\$0
Corporate Bonds (D)	\$127,532,047	\$110,145,502	\$116,902,723	\$109,399,635	\$117,049,450	\$0	\$0	\$0	\$0
Total	\$574,865,207	\$758,810,073	\$769,625,260	\$699,193,414	\$710,842,196	\$0	\$0	\$0	\$0
Endowment Funds									
Money Market Accounts/Repos (A)	\$36,872	\$791,886	\$791,886	\$534,617	\$534,617	\$0	\$0	\$0	\$0
Certificates of Deposit	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$0	\$0	\$0	\$0
Agency Securities (B)	\$1,380,320	\$1,315,805	\$1,379,514	\$1,315,805	\$1,373,161	\$0	\$0	\$0	\$0
Mortgaged Backed Securities	\$1,608,820	\$1,411,674	\$1,518,819	\$1,406,900	\$1,515,269	\$0	\$0	\$0	\$0
Equity Securities (C)	\$9,948,283	\$5,020,538	\$9,978,358	\$4,808,716	\$10,504,405	\$0	\$0	\$0	\$0
Municipal Bonds	\$2,769,136	\$2,689,578	\$2,781,804	\$4,256,683	\$4,326,428	\$0	\$0	\$0	\$0
Corporate Bonds (D)	\$8,780,099	\$8,727,513	\$9,376,642	\$8,235,273	\$8,922,543	\$0	\$0	\$0	\$0
Total	\$24,542,130	\$19,975,594	\$25,845,623	\$20,576,594	\$27,195,023	\$0	\$0	\$0	\$0
Other Funds									
Money Market Accounts/Repos (A)	\$22,490,726	\$320,912	\$320,912	\$7,639,359	\$7,639,359	\$0	\$0	\$0	\$0
Total	\$22,490,726	\$320,912	\$320,912	\$7,639,359	\$7,639,359	\$0	\$0	\$0	\$0
Grand Total	\$621,898,063	\$779,106,579	\$795,791,795	\$727,409,367	\$745,676,578	\$0	\$0	\$0	\$0

LSU
Investment Summary
For the Quarter Ended December 31, 2020

Fund Description	As of 7/1/2020			As of 9/30/2020			As of 12/31/2020			As of 3/31/2021		As of 06/30/2021	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value		
LSU Health Shreveport													
Current Funds													
Cash/Sweeps S.	\$65,852,590	\$89,514,968	\$89,514,968	\$87,421,931	\$87,421,931								
Cash/Sweeps	\$65,852,590	\$89,514,968	\$89,514,968	\$87,421,931	\$87,421,931	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Treasury Notes (B)	\$34,083,826	\$33,261,475	\$34,653,588	\$34,100,069	\$35,307,018								
Agency Securities (B)	\$7,100,869	\$5,106,045	\$5,083,210	\$5,083,539	\$5,037,247								
Mortgaged Backed Securities (B)	\$12,947	\$13,287	\$12,820	\$13,152	\$12,696								
Municipal Bonds (E)	\$7,584,432	\$8,209,340	\$8,326,354	\$13,083,545	\$12,090,806								
Corporate Bonds (D)	\$32,057,065	\$30,226,897	\$31,983,030	\$38,978,600	\$41,788,907								
Total	\$146,691,729	\$166,332,012	\$169,573,970	\$178,680,836	\$181,658,605	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Endowment Funds													
Cash/Sweeps	\$1,428,396	\$1,284,010	\$1,284,010	\$1,277,467	\$1,277,467								
Equity Securities (C)	\$16,804	\$7,650	\$17,245	\$7,650	\$17,570								
Mutual Funds	\$67,050,161	\$60,529,377	\$69,560,847	\$63,376,325	\$75,276,849								
Total	\$68,495,361	\$61,821,037	\$70,862,102	\$64,661,442	\$76,571,886	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Grand Total	\$215,187,090	\$228,153,049	\$240,436,072	\$243,342,278	\$258,230,491	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
LSU HCSD													
Current Funds													
Cash/Sweeps	\$75,956,467	\$76,042,944	\$76,042,944	\$108,376,180	\$108,376,180								
Total	\$75,956,467	\$76,042,944	\$76,042,944	\$108,376,180	\$108,376,180	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Funds													
Cash/Sweeps	\$4,798,073	\$3,698,689	\$3,698,689	\$3,940,264	\$3,940,264								
Money Market Accounts/Repos (A)	\$8,892,074	\$8,896,108	\$8,896,108	\$8,900,115	\$8,900,115								
Equity Securities (C)	\$221,811	\$0	\$170,277	\$209,411	\$209,411								
Total	\$13,911,958	\$12,594,797	\$12,765,074	\$12,840,379	\$13,049,790	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Grand Total	\$89,868,425	\$88,637,741	\$88,808,018	\$121,216,559	\$121,425,970	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
System Total	\$926,953,578	\$1,095,897,369	\$1,125,035,885	\$1,091,968,204	\$1,125,333,039	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

- * Negative balance in the cash/Sweeps section of the current funds does not represent an actual negative bank balance, rather it represents a timing difference of the allocation of the current fund
- ** Small endowment funds at LSUS were moved to the LSUS Foundation to accommodate Workday
- *** LSU Paid Campuses include the following: LSU, LSU Ag Center, LSUA, LSUE, LSUS, LSU Health New Orleans, and the LSU Pennington Biomedical Research Center.

BENCHMARK NOTES (Example Only)

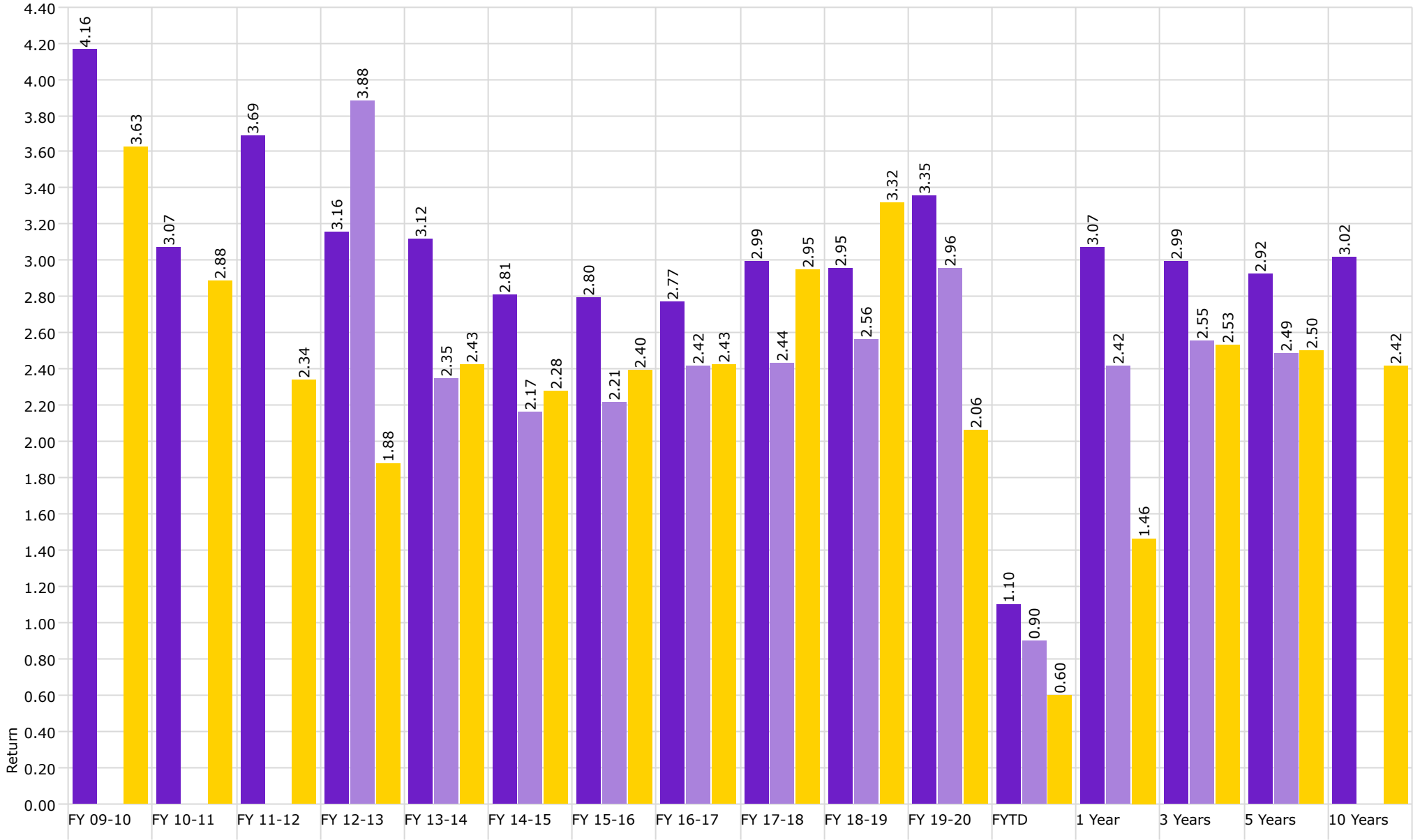
- (A) Benchmarked against 90 day T-Bill
- (B) Benchmarked against Barclay's US Agg Bond TR USC
- (C) US equities benchmarked against Russell 3000 and international against MSCI emerging market
- (D) Benchmarked against XYZ
- (E) Benchmarked against XYZ

Disclaimer: Pursuant to PM-9, corporate bonds/notes only available for investment beginning 7-1-2011
Louisiana law provides for restrictions on maturity and allocation and may effect benchmark comparison:



Investment Management Program Non Endowed Accounts **Realized Yield**

As of 12/31/2020



■ Non Endowed

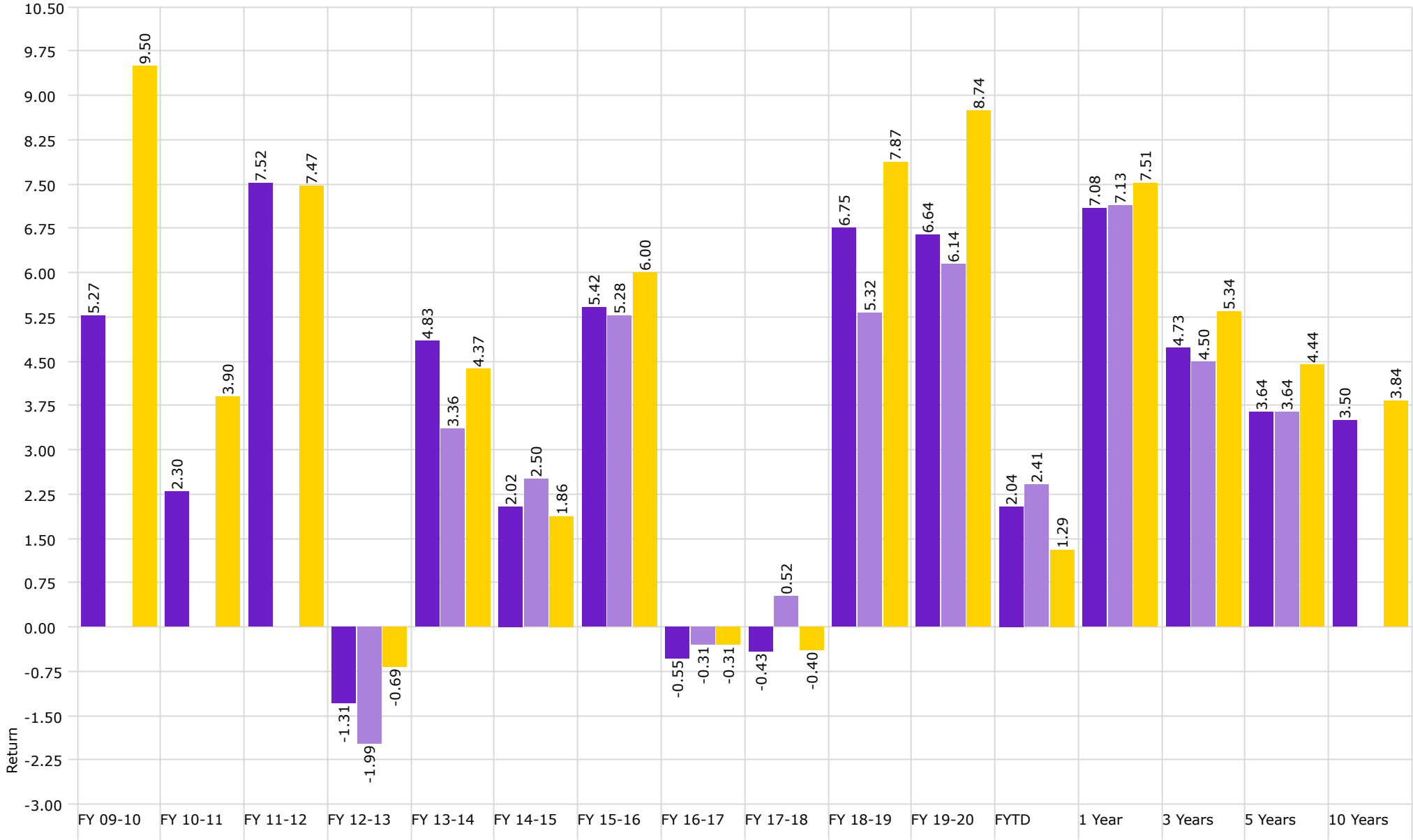
■ Health Plan

■ Barclays Aggregate Bond Index



Investment Management Program Non Endowed Accounts **Total Return**

As of 12/31/2020



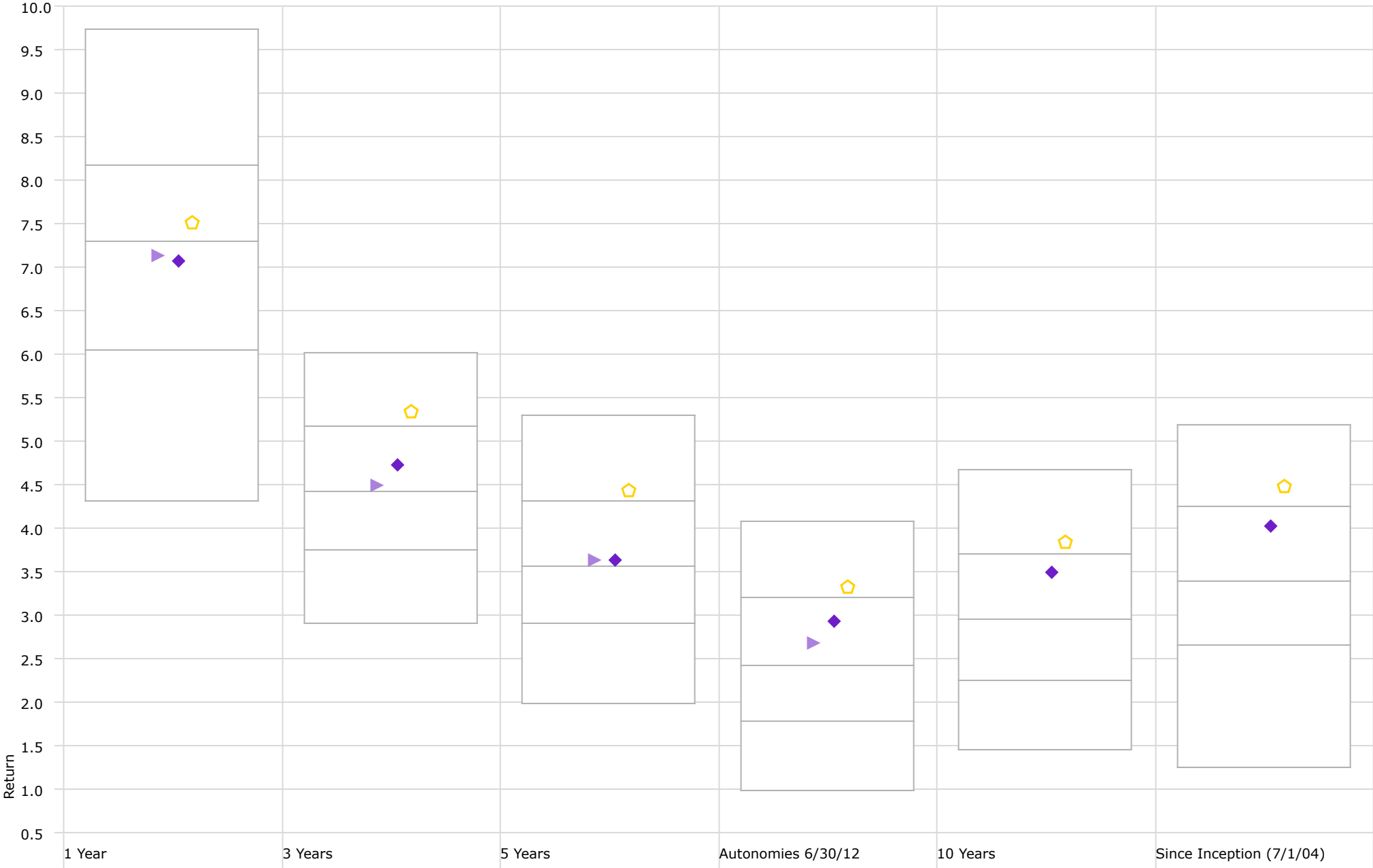
■ Non Endowed

■ Health Plan

■ Barclays Aggregate Bond Index

Performance Relative to Peer Group

Peer Group (5-95%): All Managed Investments - U.S. - Intermediate Core Bond



◆ Non Endowed

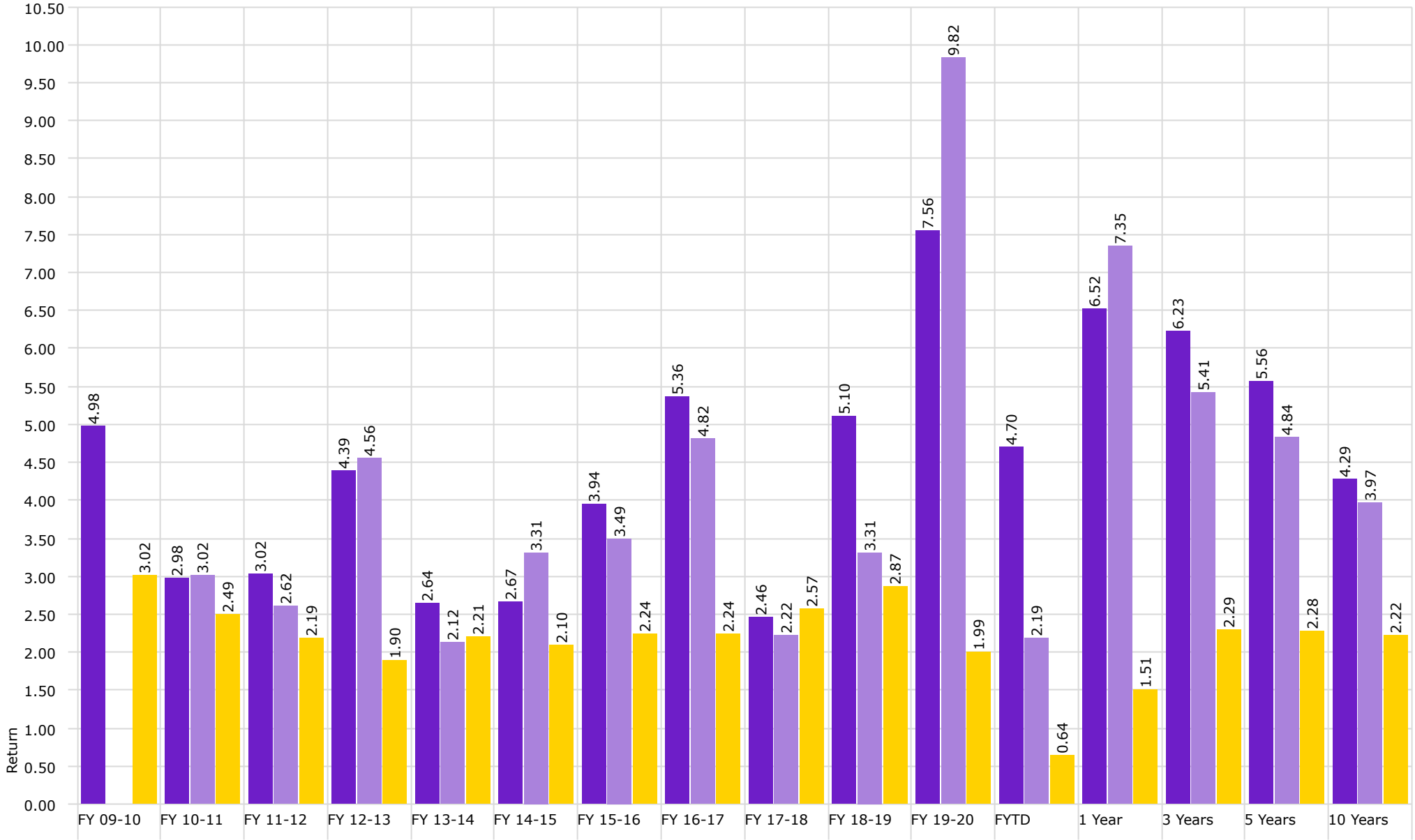
▶ Health Plan

⬠ Barclays Aggregate Bond Index



Investment Management Program Endowed Accounts **Realized Yield**

As of 12/31/2020



Endowment

Osher

Endowed Realized Yield



Investment Management Program Endowed Accounts **Total Return**

As of 12/31/2020

