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LSU BOARD OF SUPERVISORS MEETING

Board Room, University Administration Building  
3810 West Lakeshore Drive, Baton Rouge, LA 70808  
October 21, 2022 | 2:00 p.m. CT

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- I. Call to Order and Roll Call
- II. Invocation and Pledge of Allegiance
- III. Public Comment
- IV. Committee Meetings
  - A. Research and Agricultural Extension Committee
    1. 4-H Experiences
  - B. Academic Committee
    1. Request from LSU A&M to Award a Posthumous Degree to Ms. Allison Nicole Rice
    2. Request from LSU A&M to Establish the Institute for Energy Innovation
    3. Request from LSU A&M for Conditional Approval of the Center for Economics, Business & Policy Research
    4. Request from LSU A&M for Continued Authorization and Initial Designation as a Center of Research Excellence for the Social Research and Evaluation Center
    5. Consent Agenda
      - a. Request from LSU Alexandria to Name the Betty Fay Wellan Lipsey & Joseph Lipsey, Jr. Gallery
      - b. Request from LSU A&M to Terminate the Graduate Certificate in Workforce Development
      - c. Request from LSU Health Sciences Center – New Orleans to Establish the Class of 1973 Superior Graduate Scholarship
      - d. Request from LSU Health Sciences Center – New Orleans to Establish the Jesse and Kim E. Roberts, MD Scholarship
      - e. Request from LSU Health Sciences Center – New Orleans to Establish the Kelsey Bradley Favrot Family Chair in Pediatric Neuro-oncology
      - f. Request from LSU Health Sciences Center – Shreveport to Name the Dean Andrew L. Chesson, Jr. MD Neurology Residents and Fellows Education Room
  - C. Finance Committee
    1. Recommendation to Approve the Fiscal Year 2023-24 Operating Budget Request
    - ~~2. Approval of Transfer of Assets from Pennington Medical Foundation to Pennington Biomedical Research Foundation~~
  - D. Property & Facilities Committee
    1. Recommendation from LSU A&M to Approve Schematic Design and Authorize the President to Execute a Lease with Tiger Athletic Foundation for Renovation

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

and Expansion of the LSU Football Operations Building, Including Construction of New Recovery and Rehabilitation Suites

- E. Athletics Committee
  - 1. Request from LSU A&M to Approve the Employment Contract Extension for the Athletics Director
- F. Risk Management Committee (*Friday, October 21, 2022, 3:30 p.m., Room 104-A*)
  - 1. FY 2023 1<sup>st</sup> Quarter Audit Summary
- V. Reconvene Board Meeting
- VI. Approval of Minutes from the September 8-9, 2022 Meeting
- VII. Reports to the Board
  - A. Facility Summary Reports
    - 1. Transfers of Title Immovable Property
    - 2. Approval of Requests for Timber Sales Report
    - 3. Capital Improvements Projects above \$175,000 Report
    - 4. Design Contracts Report
    - 5. Foundation Construction Related Agreements
    - 6. Grants of Mineral Rights
    - 7. Other Agreements and Approval Requests
    - 8. PM60 Projects \$75,000 to \$175,000 Report
    - 9. Property Lease Report
    - 10. Schematic Design Report
    - 11. Servitudes Report
- VIII. Reports from Faculty Advisors and Staff Advisors
- IX. President's Report
- X. Approval of Committee Recommendations
- XI. Chair's Report
- XII. Adjournment



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## Board of Supervisors

### ACADEMIC COMMITTEE

BOARD OF SUPERVISORS MEETING | OCTOBER 21, 2022



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## Board of Supervisors

### **Request from LSU A&M to Award a Posthumous Degree to Ms. Allison Nicole Rice**

**Date:** October 21, 2022

#### **1. Bylaw Citation**

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

- C. The Board shall award degrees. For candidates meeting the faculty's requirements for a degree, certificate, or diploma, the Board approves the conferral of degrees and authorizes the President and respective Chancellor to award the degree. Honorary degrees and posthumous degrees are included, and the President shall establish processes for review of honorary and posthumous degrees.

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

Ms. Allison Nicole Rice was a marketing major who earned ninety-one hours of coursework toward her baccalaureate degree. At the time of her passing, Ms. Rice served as the Vice President of Human Resources for Pi Sigma Epsilon, a national and professional co-ed business fraternity. She was enrolled as a full-time student for the Fall 2022 semester and held LSU and cumulative grade point averages over 3.0.

With the evidence of Ms. Rice's academic success and active engagement, the faculty and Chair of the Marketing Department, the Dean of the E.J. Ourso College of Business, and the administration of Louisiana State University request that Ms. Allison Nicole Rice be awarded the Bachelor of Science in Marketing posthumously, having no doubt that she would have completed all program requirements in good standing. By awarding this degree, the University acknowledges Ms. Rice's academic achievements and provides her family with a symbol of appreciation of her talents and the life she shared with us.

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

N/A

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

N/A

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

N/A

**6. Review of Legal Documents**

N/A

**7. Parties of Interest**

N/A

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

N/A

**10. Attachments**

Memos from the Chair of the Department of Marketing and the Dean of the College of Business are attached along with approval from the Office of Academic Affairs.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize LSU A&M to award the Bachelor of Science in Marketing to Ms. Allison Nicole Rice, posthumously.



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## Board of Supervisors

### Request from LSU A&M to Establish the Institute for Energy Innovation

**Date:** October 21, 2022

#### 1. Bylaw Citation

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

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

#### 2. Summary of Matter

The Institute for Energy Innovation will serve as the collaborative platform for research; technology transfer and commercialization; talent development; policy, economic, social, and environment justice analysis in energy innovation, transition, and resilience. Initially, the institute will direct this framework toward the thematic focus areas of Hydrogen/Carbon Capture Utilization and Storage, Coastal and Geoscience Application and Impact, and Low Carbon Fuels, where LSU has a critical mass of research expertise. Once established, the institute will conduct an internal capability assessment of emerging energy technologies such as next-generation power sources, renewable batteries, and sustainable materials in order to implement new thematic research focus areas as the institute identifies sustainable internal and external collaborations.

Louisiana is a historical leader in energy production, and energy will remain a pillar of the state's economic portfolio. To stay at the forefront of our nation and state's climate initiatives, Louisiana must have a vehicle of innovation where industry and research meet to solve these highly relevant milestones in energy conservation and sustainability. LSU is uniquely integrated with state and local economic development organizations and initiatives to ensure Louisiana takes a comprehensive approach to energy innovation and sustainability. Therefore, LSU seeks to create a cross-industry, collaborative, translational research institute to innovate our most critical industries.

This close-knit integration can be seen through Governor John Bel Edwards' Climate Initiatives Task Force, which brings together experts from state government, statewide higher education, private industry, and civil society to improve Louisiana's resilience and response to climate change. There are currently eight members on the Task Force from LSU, who serve with the equity, finance, legal, and science advisory groups. As a result of the Task Force, Louisiana is now

one of the only states in the nation with a Climate Action Plan that highlights clean energy transition, industrial decarbonization, actively managed methane emissions, an inclusive, low-carbon economy, as well as collaboration and partnership to ensure successful implementation, among others.

In alignment with Louisiana's Climate Action Plan, the Louisiana Department of Natural Resources partnered with Oklahoma and Arkansas to form the HALO three-state hydrogen hub coalition in response to the Department of Energy's RFI for clean hydrogen hub implementation strategies. With the support of LSU and Louisiana Economic Development, a key component of HALO's hydrogen hub strategy is a strong collaboration between research universities and industry partners to ensure consistent innovation and reliable workforce development. The Institute for Energy Innovation would be the focal point of the existing energy education infrastructure for the proposed regional hydrogen hub, which if awarded, could receive a portion of DOE's investment.

As policies change and industries evolve, the LSU Institute for Energy Innovation will provide the ideal base of operations for research, testing, and workforce development for these statewide and LSU priorities.

Short term, first year objectives of the Institute include:

- Hiring a nationally recognized expert as inaugural Executive Director
- Hiring research leads for each of the thematic focus areas
- Implementing annual internal research seed funding program to foster collaborative research groups and catalyze innovative research projects in thematic research focus areas
- Hosting university-industry consortiums

Longer term, five-year plans include:

- Generating self-sustaining revenue to begin strategic investments that will build additional capabilities in emerging energy technologies. These investments should culminate in the establishment of new thematic research focus areas under the institute.
- Expanding government, academic, and private partnerships by leveraging the various resources and capabilities of LSU
- Advancing scientific research and develop technologies with potential commercial applications

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

The Institute for Energy Innovation will be overseen by Dr. William F. Tate IV, LSU President, and led by an Executive Director who will supervise three Professional-in-Residence direct reports who will oversee a respective focus area. As new focus areas become viable, a new Professional-in-Residence lead will be hired to oversee that area.

Additionally, an Internal Advisory Board will be established to provide feedback on strategic direction, goals, objectives, and deliverables.

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

Shell has invested \$25 million to help LSU establish the Institute for Energy Innovation. These funds will be utilized to pay for research and development funding, research infrastructure, talent support for the research fund, development support, and DEI initiatives within the Institute. Additional revenues come from federal and state grants as well as grant rebates for the next four years.

Expected costs over the next five years do not exceed the expected revenues.

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

#### **10. Attachments**

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M for the full approval of the Institute for Energy Innovation.





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## Board of Supervisors

### Request from LSU A&M for Conditional Approval of the Center for Economics, Business & Policy Research

**Date:** October 21, 2022

#### 1. Bylaw Citation

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

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

#### 2. Summary of Matter

LSU A&M seeks conditional approval of the Center for Economics, Business & Policy Research (CEBPR). In a strategic effort to build and expand the scope of the College's applied research efforts, the proposed Center will broaden its research focus to include a range of economic, business and public affairs topics and concerns. The newly created Center will build upon the research historically conducted by three units within the E.J. Ourso College of Business (the LSU Economics & Policy Research Group, the Public Administration Institute, and the Real Estate Research Institute), which have collectively generated a total of \$14.1 million in grant funding over the past 20 years.

The Center will pull collaborative research efforts from the following units in the college:

*LSU Economics & Policy Research Group* – Established in the early 2000s, formalizing work that had been done by LSU Economics professors since the 1980s, the EPRG engages in high-quality, applied research on issues affecting the Louisiana economy. EPRG has partnered with the Louisiana Department of Health, conducting the largest survey of Louisiana households to measure the number of uninsured children/adults and assess health-related issues; the Louisiana Economic Development to evaluate the economic impact of over 70 major industrial development projects and events; the Louisiana Workforce Commission to forecast Unemployment Claims and Employment; and the Louisiana Coastal Protection and Restoration Authority to provide reports on coastal erosion and the Gulf of Mexico Energy Security Act (GOMESA), to name a few.

*LSU Department of Public Administration* – for more than 40 years, the formerly-known Public Administration Institute has conducted research in public policy and prepared leaders for careers in public service through its Master's in Public Administration program. Graduates have gone on to work in prominent positions in the federal, state, and local governments, as legislators and attorneys, staff on Capital Hill, and with national healthcare providers. The research pursued

in the Department examines organizational, administrative, and policy sciences as they apply to government and governance.

*LSU Real Estate Research Institute* – RERI, within the Department of Finance, studies trends in the Louisiana real estate market for the benefit of growth and development through the state. Established in part with funds from the Louisiana Real Estate Commission in 1985, various private sources and grants have provided continued funding for the institute. RERI is often recognized for publications in U.S. real estate journals.

In summary, research conducted by units within the proposed Center have helped the State of Louisiana evaluate the economic impact of the BP oil spill, the impact of Coast Erosion, oil and gas revenues from GOMESA, the economic impact of numerous large scale industrial development projects, statewide housing needs and economic impact of changes in state healthcare policy. The proposed Center has the potential to advance all areas of the University's Scholarship First Agenda. There is an increasing need to provide relevant and timely research to community, government and business stakeholders seeking to improve the overall health and well-being of the state of Louisiana and its residents. Perhaps now, more than ever, it is critical that the E.J. Ourso College of Business build upon its long history of applied economics, business, and public affairs research by creating a research structure that will allow it to more effectively leverage the collective expertise of faculty and staff in the College and across the university.

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

The CEBPR will be directed by Dek Terrell, professor of economics. The center will also include two full-time research associates and several affiliated faculty across the college and the university. The new center will be housed on the 2<sup>nd</sup> floor of the rotunda of the Business Education Complex and does not affect current administration structures or facilities.

### **4. Fiscal Impact**

In the past five years, the units within the proposed CEBPR have acquired a total of \$4 million in state and private grants. With the establishment of this center, the College of Business expects to see substantial growth in funding.

In addition to already contracted work for the following years, the CEBPR has projected average revenue of \$616,000 a year in the form of grants and contracts from state and private entities, including LDH, LED, LWC, and the Louisiana Health Insurance Survey. Expected costs over the next five years do not exceed the expected revenues.

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

N/A

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

N/A

**7. Parties of Interest**

N/A

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

N/A

**10. Attachments**

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M for the conditional approval of the Center for Economics, Business & Policy Research.



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## Board of Supervisors

### **Request from LSU A&M for Continued Authorization and Initial Designation as a Center of Research Excellence for the Social Research and Evaluation Center**

**Date:** October 21, 2022

#### **1. Bylaw Citation**

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

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

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

LSU A&M seeks continued authorization and initial designation as a Center of Research Excellence for the Social Research and Evaluation Center (SREC) housed in the College of Human Sciences and Education. Although the SREC has been in existence since 1993, it became a BoR-designated center in 2017. In the past five years, SREC has grown into a center with statewide impact and beyond, indicating the necessity to move forward with a “Center of Research Excellence” designation as well as a continued authorization. This prestigious designation will elevate the center’s status to increase grant funding from state and federal agencies and to become a recognized leader in social research and evaluation.

The mission of SREC is to advance social initiatives for individuals, families, and their communities through research, evaluation, professional services, and partnerships. In pursuit of this mission, SREC undertakes work in the four broad domains of education, public safety, health, and community. SREC enhances the wellbeing of individuals and communities by providing scientific inquiry into complex social problems, designing, and implementing social programs, rigorously evaluating interventions, and providing consultation and professional development training. SREC focuses on issues of social and economic concern through a continuum of solutions, focusing on under-served communities at risk for negative outcomes in social, educational, judicial, economic, and health contexts. Efforts address needs in families, communities, and schools, as well as physical and behavioral health, workforce, child welfare, and juvenile and criminal justice settings.

Recent projects include:

*Project AWARE (Advancing Wellness and Resiliency in Education)* – funded by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services

Administration – SREC works with the LA Department of Education and six school districts to build a comprehensive school mental health framework to serve students, school staff, and families.

*The Strategic Prevention Framework-Partnerships for Success*, - another federally-funded program - provides interventions and system supports to address underage drinking in ten high need communities in the parishes of Avoyelles, Evangeline, Franklin, Jefferson Davis, Ouachita-Monroe, Ouachita-West Monroe, Sabine, St. Landry, Tangipahoa, and West Feliciana. In addition to the ten community coalitions across the state, SREC works with state-level administrators from the LA Department of Health Office of Behavioral Health (OBH) and the Governor’s Office, to facilitate program improvement and analysis of programmatic outcomes. SREC serves as the external evaluator for this project.

*The Targeted Interventions Gaining Enhanced Re-entry (TIGER) program* - a partnership between SREC and the LA Department of Public Safety and Corrections - guides placement and classification of incarcerated individuals to help reduce recidivism. With the TIGER protocols, incarcerated individuals are asked a series of questions related to their needs and risk factors using instruments that have been developed by SREC staff. Results help correctional staff systematically triage offenders, and better prioritize resources to meet offender needs such as those with substance abuse and housing issues.

*The Louisiana Children’s Trust Fund* - situated within the Governor’s Office - works with community agencies across the state to prevent child abuse and neglect. SREC partners with LCTF processing their grant proposal applications, collecting the data from each program, and producing an annual evaluation report.

Building on its current success, SREC is working to expand and enhance its work, regionally and nationally. Toward that end, SREC faculty and staff developed a strategic plan centered around five goals: Partnerships, Evaluation, Research, Professional Services, and Talent. Over the next five years, the goals of the SREC as a Center for Research Excellence will:

- cultivate strong cross-sector partnerships that recognize and respond to the needs of individuals, families, and their communities.
- evaluate programs, policies, and initiatives to improve the lives of individuals, families, and their communities.
- produce and disseminate quality research that facilitates social transformation.
- deliver services that enable partners to engage in sustainable and effective practices that meet the needs of their communities and stakeholders.
- use strategic and equitable practices to recruit, retain, and develop competent and skilled interdisciplinary professionals

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

The SREC is housed in the College of Human Sciences and Education and has five core faculty members, 23 current affiliated faculty from almost every college on campus, nine full-time staff members, and 16 GAs working in the Center from six different LSU departments. All SREC

faculty and staff report to the SREC Director, who then reports to the CHSE Associate Dean of Research and Graduate Studies, who reports to the College Dean. No administrative structure changes are anticipated.

Offices for faculty and staff are located on the third floor of Hatcher Hall on Field House Drive on the main LSU campus in Baton Rouge. SREC has a total of sixteen offices, totaling approximately 3,600 square feet. No new facilities are needed.

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

Over its history, SREC has acquired over \$100 million in federal, state, and foundational grants and contracts. Since SREC became a Board of Regents designated research center in 2017, it has leveraged over \$11 million in external funding. Federal grants and contracts routinely come from the US Dept of Education, the Administration of Children and Families, US DOJ Office of Juvenile Justice and Delinquency Prevention, DOJ Bureau of Justice Administration, US Dept of Health and Human Services, US Dept of Housing and Urban Development, and Substance Abuse and Mental Health Services Administration. State grants and contracts routinely come from Louisiana Dept of Education, LA Dept of Health, Office of Behavioral Health, LA Dept of Children and Family Services, LA Dept of Public Safety and Corrections, and the Governor's Office of Community Programs, to name a few. Simply stated, the SREC is a pivotal resource for local and state research and evaluation and beyond.

Projected grants and contracts (over \$4 million annually) will cover affiliated faculty funding (i.e., summer salary, course buyouts), professional services subcontracts (e.g., nonprofits for community outreach), travel related to projects, and equipment and supplies. These projections are estimated by prior year funding with a roughly 7% increase in revenue to account for the expansion of grant and contract work each year.

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

N/A

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

N/A

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

N/A

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

N/A

**9. Conflicts of Interest**

N/A

**10. Attachments**

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M for the continued authorization and initial designation as a Center of Research Excellence for the Social Research and Evaluation Center.



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## Board of Supervisors

### Request from LSU Alexandria to Name the Betty Fay Wellan Lipsey & Joseph Lipsey, Jr. Gallery

**Date:** October 21, 2022

#### 1. Bylaw Citation

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

1. 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

Joseph Lipsey III has pledged to donate \$1,000,000 to the LSUA Foundation to establish an endowed fund for the benefit of the Alexandria Museum of Art at Louisiana State University at Alexandria.

The donation will provide a perpetual fund for the benefit of the Alexandria Museum of Art. This donation was driven by a desire to honor the donor's parents, Betty Fay Lipsey and Joseph Lipsey, Jr., to honor their lifetime of dedication, service, and support of the museum and the community and to help ensure the museum's success now and in the future. In recognition and appreciation of the donation and unwavering support of the museum and the institution, the LSUA Foundation, in conjunction with LSU Alexandria, requests the naming of the first-floor main gallery of the Alexandria Museum of Art (AMoA) to be the "Betty Fay Wellan Lipsey & Joseph Lipsey, Jr. Gallery".

#### 3. Review of Business Plan

N/A

#### 4. Fiscal Impact

N/A

#### 5. Description of Competitive Process

N/A



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

This request has been approved by the LSUA Senior Leadership Team, the LSUA Provost, and the Chancellor.

## **7. Parties of Interest**

N/A

## **8. Related Transactions**

N/A

## **9. Conflicts of Interest**

N/A

## **10. Attachments**

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Alexandria to name the Betty Fay Wellan Lipsey & Joseph Lipsey, Jr. Gallery.



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## Board of Supervisors

### Request from LSU A&M to Terminate the Graduate Certificate in Workforce Development

**Date:** October 21, 2022

#### 1. Bylaw Citation

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

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

#### 2. Summary of Matter

The Graduate Certificate in Workforce Development was approved by the Board of Regents on March 25, 2015. The program will be terminated since it has not been successful in attracting students. Any students still enrolled in the program will be allowed to finish before official termination; however, no new students will be allowed to enroll once terminated.

#### 3. Review of Business Plan

N/A

#### 4. Fiscal Impact

N/A

#### 5. Description of Competitive Process

N/A

#### 6. Review of Legal Documents

A memo from the chair and dean, routed through the appropriate internal channels, are on file in the Office of Academic Affairs.

#### 7. Parties of Interest

N/A

#### 8. Related Transactions

N/A

#### 9. Conflicts of Interest

N/A

**10. Attachments**

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to terminate the Graduate Certificate in Workforce Development.



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## Board of Supervisors

### Request from LSU Health Sciences Center - New Orleans to Establish the Class of 1973 Superior Graduate Scholarship

**Date:** October 21, 2022

#### 1. Bylaw Citation

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

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

#### 2. Summary of Matter

The Board of Regents Support Fund (BoRSF) Endowed Superior Graduate Student Scholarships Subprogram matches non-State contributions of at least \$60,000 with \$40,000 from the BoRSF to create endowed scholarships to support graduate and first professional degree students as well as post-doctoral fellows. Income above corpus may be used to benefit the student recipient in the form of scholarships, fellowships, and experiential opportunities, including internships, externships, conference travel, and fieldwork. Significant donations have been made to the LSU Health Foundation New Orleans to establish an Endowed Superior Graduate Student Scholarship that qualifies for BoRSF matching funds. LSU Health Sciences Center - New Orleans is requesting approval to establish an Endowed Superior Graduate Student Scholarship based on the donations listed:

##### Class of 1973 Superior Graduate Scholarship - \$360,000

The Class of 1973 Scholarship Fund was created through generous donations by the LSU New Orleans School of Medicine alumni. The alumni of the LSU School of Medicine Class of 1973 have embarked on a fundraising campaign to raise \$600,000 to provide tuition relief to rising 4<sup>th</sup> year medical students.

#### 3. Review of Business Plan

N/A

#### 4. Fiscal Impact

N/A

**5. Description of Competitive Process**

N/A

**6. Review of Legal Documents**

The donor agreement is on file at the LSU Health Foundation New Orleans and a memo from the interim Chancellor is on file in the Office of Academic Affairs.

**7. Parties of Interest**

N/A

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

N/A

**10. Attachments**

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center - New Orleans to establish the Class of 1973 Superior Graduate Student Scholarship.

**BE IT FURTHER RESOLVED** that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Class of 1973 Superior Graduate Student Scholarship.



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## Board of Supervisors

### Request from LSU Health Sciences Center – New Orleans to Establish the Jesse and Kim E. Roberts, M.D. Endowed Superior Graduate Student Scholarship

**Date:** October 21, 2022

#### 1. Bylaw Citation

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

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

#### 2. Summary of Matter

The Board of Regents Support Fund (BoRSF) Endowed Superior Graduate Student Scholarships Subprogram matches non-State contributions of at least \$60,000 with \$40,000 from the BoRSF to create endowed scholarships to support graduate and first professional degree students as well as post-doctoral fellows. Income above corpus may be used to benefit the student recipient in the form of scholarships, fellowships, and experiential opportunities, including internships, externships, conference travel, and fieldwork. Significant donations have been made to the LSU Health Foundation New Orleans to establish an Endowed Superior Graduate Student Scholarship that qualifies for BoRSF matching funds. LSU Health Sciences Center – New Orleans is requesting approval to establish an Endowed Superior Graduate Student Scholarship based on the donations listed:

##### Jesse and Kim E. Roberts, M.D. Scholarship - \$1,400,000

The Jesse & Kim E. Roberts, Jr., MD scholarship recognizes the need for tuition support for students in the quest to achieve their dream of completing an education at the Louisiana State University Health Sciences Center - New Orleans, School of Medicine. Tuition costs often are a recognized barrier to starting and completing a medical education. For those students who seek financial assistance, too often the loan debt at graduation is staggering. To best assist today's students to succeed with their medical education endeavors without the onerous burden of student debt, the donors created an endowed fund to support first-year medical students with a \$25,000 scholarship, and the opportunity to renew this support for each year of attendance at the LSUHSC-NO School of Medicine.

**3. Review of Business Plan**

N/A

**4. Fiscal Impact**

N/A

**5. Description of Competitive Process**

N/A

**6. Review of Legal Documents**

The donor agreement is on file at the LSU Health Foundation New Orleans and a memo from the interim Chancellor is on file in the Office of Academic Affairs.

**7. Parties of Interest**

N/A

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

N/A

**10. Attachments**

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center - New Orleans to establish the Jesse and Kim E. Roberts, M.D. Endowed Superior Graduate Student Scholarship.

**BE IT FURTHER RESOLVED** that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Jesse and Kim E. Roberts, M.D. Endowed Superior Graduate Student Scholarship.



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## Board of Supervisors

### Request from LSU Health Sciences Center – New Orleans to Establish the Kelsey Bradley Favrot Family Chair in Pediatric Neuro-oncology

**Date:** October 21, 2022

#### 1. Bylaw Citation

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

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

#### 2. Summary of Matter

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

Any Donation not qualifying for match, or in excess of the minimum amount required for match but not qualifying for additional increments of match, may be expended for the purposes of the Chair Endowment.

#### Kelsey Bradley Favrot Family Chair in Pediatric Neuro-oncology - \$600,000

This request will create a chair dedicated to the advancement of Pediatric Neuro-oncology and may be used for salary supplements and other support of the academic, scholarly, and professional activities related to the Chair, including but not limited to instruction, research, travel, equipment, materials, faculty improvement and graduate student support.

#### 3. Review of Business Plan

N/A

#### 4. Fiscal Impact

N/A



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

N/A

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

The donor agreement is on file at the LSU Health Foundation New Orleans as is a memo from the campus head in support.

## **7. Parties of Interest**

N/A

## **8. Related Transactions**

N/A

## **9. Conflicts of Interest**

N/A

## **10. Attachments**

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center - New Orleans to establish the Kelsey Bradley Favrot Family Chair in Pediatric Neuro-oncology.

**BE IT FURTHER RESOLVED** that the President, as may be appropriate, is hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Kelsey Bradley Favrot Family Chair in Pediatric Neuro-oncology.



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## Board of Supervisors

### **Request from LSU Health Sciences Center – Shreveport to Name the Dean Andrew L. Chesson, Jr. M.D. Neurology Residents and Fellows Educational Room**

**Date:** October 21, 2022

#### **1. Bylaw Citation**

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

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

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

LSU Health Sciences Center – Shreveport would like to honor Dr. Andrew Chesson, a 35-year faculty member holding the rank of Professor of Neurology. Dr. Chesson also has held titles including the Associate Dean for Academic Affairs for fifteen years, the Dean of the School of Medicine for four years and acting Chancellor for one year. Dr. Chesson is a nationally recognized expert in sleep medicine who developed the LSUHSC Sleep Disorder Center in 1981 as the first, and now longest, continuously-certified sleep disorder center in Louisiana, which has served as a model for other centers nationwide. He was instrumental in establishing national standards of practice and fellowship training for the discipline of sleep medicine. A founding member of the Louisiana Sleep Society, Dr. Chesson served as president of the American Academy of Sleep Medicine and, in 2007, received their Distinguished Service Award.

In 2002, Dr. Chesson was elected as the President of American Academy of Sleep Medicine (AASM) bringing national and international recognition to the LSUHSC Sleep Program. His administrative and academic achievements in the sleep medicine field were recognized by AASM in 2007 when he received the prestigious Nathaniel Kleitman Distinguished Service Award. The award honors individuals dedicated to the sleep field who have made significant contributions in the areas of administration, public relations, and government affairs. In 2007, the LSUHSC sleep medicine residency program received ACGME accreditation with approval for two Sleep Medicine Fellows. Currently, these are the only two sleep medicine positions available for academic training in the State of Louisiana

The Department of Neurology, the Faculty Senate, and the general faculty voted unanimously in support of this naming request. In honor of Dr. Chesson's immeasurable contributions to the field of sleep medicine both from an educational and clinical perspective, the leadership of LSU Health Sciences – Shreveport request the naming of the Neurology Residents/Fellows' Educational Room (1-310) to be the "Dean Andrew L. Chesson, Jr. M.D. Neurology Residents and Fellows' Educational Room".

**3. Review of Business Plan**

N/A

**4. Fiscal Impact**

N/A

**5. Description of Competitive Process**

N/A

**6. Review of Legal Documents**

This request has been approved by the interim Chancellor.

**7. Parties of Interest**

N/A

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

N/A

**10. Attachments**

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center - Shreveport to name the Dean Andrew L. Chesson, Jr. M.D. Neurology Residents and Fellows Educational Room.



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# Board of Supervisors

## FINANCE COMMITTEE

BOARD OF SUPERVISORS MEETING | OCTOBER 21, 2022



## Board of Supervisors

### Recommendation to Approve the Fiscal Year 2023-24 Operating Budget Request

**Date:** October 21, 2022

#### 1. Bylaw Citation

Pursuant to Article VII, Section 1:

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

#### 2. Summary of Matter

Each year a budget request that details the needs of all LSU campuses and entities for the upcoming fiscal year is completed. The budget request for formula campuses is prepared under instructions issued by the State in which modifications are made to existing operating budget forms. Officially, the total budget request for state funds for formula campuses is submitted by the Board of Regents to the Division of Administration and Legislature with a request for funding of the formula for higher education as calculated that year. On Wednesday, October 19, 2022, the Board of Regents will consider and approve a budget request for postsecondary education based on a preliminary formula calculation for the formula institutions and other identified budget needs for higher education systems, boards, and agencies. The formula will then be updated in the spring as additional information becomes available and presented as the final request to the Legislature.

The preliminary total unrestricted budget request for all entities under the supervision of the Board for FY 2023-24 will not be known until the Louisiana Board of Regents releases the preliminary formula for the formula campuses along with other identified budget needs for higher education systems, boards, and agencies. Additional information on the Regents' FY 2023-24 budget request will be sent to the Board under separate cover at that time.

LSU campuses and entities have submitted their budget forms in the format required by the Division of Administration and the Board of Regents. These forms use the FY 2022-23 budget as the starting point for the FY 2023-24 budget request and are available on the website. The Operational or Expanded Need Requests (**Attachment I**) represent the campuses' priorities for additional resources in FY 2023-24.

#### 3. Review of Business Plan

N/A

#### 4. Fiscal Impact

There is no immediate impact of this budget request as it represents the first step in the FY 2023-24 budget process.

**5. Description of Competitive Process**

N/A

**6. Review of Legal Documents**

N/A

**7. Parties of Interest**

N/A

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

N/A

**10. Attachment**

- I. Summary of FY 2023-24 Operational or Expanded Need Requests

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby authorize the President of Louisiana State University, or their designee, to approve the preliminary budget request for the fiscal year ending June 30, 2024. The budget request consists of state appropriations and other operating budget funds for the LSU campuses and entities based on the requests of the respective campuses and entities and the preliminary Board of Regents funding formula.

**BE IT FURTHER RESOLVED** that the Board does hereby authorize the President to continue to work with the Board of Regents on the appropriate formula methodology and budget request for the LSU units to be used for the FY 2023-24 budget request and, with notice to the Board, to act on behalf of the Board in approving the final FY 2023-24 budget request for all LSU campuses and entities. The Board hereby delegates all such authority necessary to accomplish such purposes to the President, or their designee.

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

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

**OPERATIONAL OR EXPANDED NEED  
PRIORITY LIST**

School: **LSU System and A&M College**

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
1	SREB Pay - LSU System	Continue to fund merit increases to move faculty and staff pay above the SREB average	\$15,530,000
2	ERP Implementation - LSU System	Implementation of a student information system in a phased, multi-year project to replace the current legacy system	\$18,444,406
3	NCI & Technology - LSU System	Continued investment in system wide recruitment and technology upgrades to support the NCI designation.	\$16,000,000
4	Scholarship First Pentagon Investment	Continued investment in the five focus areas of the Pentagon with concentration on startup funds, retention funds, student success funding, and new faculty hires.	\$14,000,000
5	Graduate Assistantship Initiative	Investment in PhD graduate research program to fund assistantships and research investments	\$24,975,000
6	Staffing Solutions - LSU System	Strategies and solutions to combat the Great Resignation and staffing shortages	\$4,032,000
<b>Total</b>			<b>\$92,981,406</b>



**OPERATIONAL OR EXPANDED NEED  
PRIORITY LIST**

School: **LSU Agricultural Center**

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
1	Operational Expense Increases	Increased funding is requested to support statewide extension office operations and programs including faculty, staff, and classified employee merit adjustments, and proactive management of the effects of compressed pay ranges in a tight labor market.	\$4,350,000
2	Plant Biotechnology/Crop Development	Support for research under the Center of Research Excellence in Plant Biotechnology and Crop Development	\$1,500,000
3	Precision/Digital Agriculture	Funding in support of a core team of faculty to collect research, teach and train stakeholders in the collection and use of digital technology in agriculture	\$2,500,000
4	Food Safety & Security	Improve the health of consumers by focusing on current and emerging issues pertaining to the Food Safety Modernization Act	\$2,000,000
5	Childhood Obesity - Healthy Lifestyles	Additional exhibits, supplies and salaries in support of reducing the prevalence of childhood obesity in Louisiana	\$600,000
6	4-H Youth Character/Workforce Development	Support to implement the State Schools of Character Awards	\$350,000
7	Healthy Communities	Improve the health of citizens by developing locally supported coalitions that promote healthful eating and physically active lifestyles.	\$2,500,000
8	Water Resources	Identify fresh water resource (quantity and quality) issues, develop research plans to address long-term management, demonstrate outreach and guidance in water resource utilization, provide expertise during the creation of public water policy, and offer public education on fresh water topics.	\$1,400,000
9	Rural Broadband Initiative	Assist residents across the state with distance education teaching and training opportunities including STEM courses, producer training on crop profitability and precision agriculture, educational programs on healthy eating/ obesity, food safety and tactical sciences, and other educational training opportunities to increase financial opportunities in rural areas.	\$500,000
<b>Total</b>			<b>\$15,700,000</b>

School: **LSU Pennington Biomedical Research Center**

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
1	Recruitment of Faculty	Pennington Biomedical needs mid- to senior-level faculty who will direct independent research programs in areas of basic, clinical and population/public health research.	\$4,368,000
2	Bioinformatics/big data program development	Pennington Biomedical needs mid- to senior-level faculty who will work with our existing faculty, and will expand the capabilities of biological research data analysis using bioinformatics.	\$1,010,000
3	Wellness/clinical care program development	Pennington needs to expand its core of Clinical Research doctors/researchers to develop wellness and clinical care programs.	\$1,456,000
4	Faculty and staff merits	Pennington Biomedical faculty/staff pay increase of 3%	\$1,123,006
5	Getting Civil Service entry salaries to \$15 per hour	Getting Civil Service entry salaries to \$15 per hour	\$114,872
6	Metabolomics program development	Pennington Biomedical needs mid- to senior-level faculty who will direct independent research programs in areas of metabolomic research.	\$974,000
7	Deferred Maintenance		\$9,800,000
<b>Total</b>			<b>\$18,845,878</b>

**OPERATIONAL OR EXPANDED NEED  
PRIORITY LIST**

School: LSU - Alexandria

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
1	Faculty/Staff Salary SREB	Offer competitive salary to maintain quality faculty and staff	\$619,020
2	STEM Initiative	Increase offerings in STEM fields to meet local workforce needs	\$371,280
3	Title IX funding	Create and maintain a community of respect	\$105,500
4	Deferred Maintenance	Address the growing list of Deferred Maintenance issues on campus	\$559,000
5	Staffing Solutions	Strategies to combat staffing shortages and maintain employees.	\$245,200
<b>Total</b>			<b>\$1,900,000</b>

School: LSU - Eunice

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
1	Faculty & Staff Pay	Faculty & Staff Pay above SREB average	\$475,000
2	Staffing Solutions	The cost of implementation for the proposed staffing solutions on the LSUE campus	\$265,000
3	Steam Innovation Center Initiative	Cost of equipment, technology and faculty needed to support our STEAM Innovation Center initiative	\$5,350,000
4	Emergency Preparedness	Upgrade emergency preparedness and safety enhancements for campus by providing additional staffing, cameras and equipment to support campus needs	\$336,500
5	Deferred Maintenance	Campus deferred maintenance	\$12,099,000
<b>Total</b>			<b>\$18,525,500</b>

**OPERATIONAL OR EXPANDED NEED  
PRIORITY LIST**

School: LSU - Shreveport

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
1	Faculty & Staff Merit Wage Increase	Continue to address Salary Compaction to maintain quality faculty & staff and pass SREB average	\$850,000
2	Quality STEM & Health Care Initiatives Including stellar K-12 Stem Programs	As part of the strategic plan related to health and healthy communities, LSUS has begun looking at various ways to partner within the community and develop various academic programs, certifications and licensures to achieve goals within the strategic plan. With our new state of the art Cybercollaboratory & Exercise Science Lab with the one of a kind atmospheric chamber, LSUS is poised to collaborate in teaching, research and community collaboration	\$550,000
3	Cyber Security Initiatives	LSUS wants to utilize funds to formulate a plan that will have a positive impact in the area of Cyber Security for these three main areas: Our Campus, Our Students, & Our Community. Specifically, as a second level granular measure, we want to help build the pipeline of students into LSUS in the area of Cyber Security and secondly help prepare our students for successful careers in Cyber by meeting the needs of industry employers. FY22-23 the infrastructure and programs for this will be accomplished with the \$2.5M of funds awarded. In FY23-24, LSUS will have ongoing costs to run the programs and continue to grow the initiative.	\$350,000
4	Deferred Maintenance	These are ongoing initiatives over the next two years. Due to the aging equipment, lack of controls, and finally, the inability to recruit and train Facility Plant Operators that can operate and maintain high pressure boilers for heating our campus, LSUS needs to decentralize the boiler system on campus so that each building has the ability to be heated with its own boilers. Further the High Voltage Electrical Switch Gear and the related infrastructure on campus is at end of life. If we were to have a power outage causing the switch gear to go down, we would be unable to power the entire campus. These two projects are the top two priority on our deferred maintenance list.	\$1,550,000
5	Health & Physical Education Building - Physical Recreation Area	Because of the age, design and failures of the swimming pool located in the Health & Physical Education Building, LSUS has decided it must be closed. While it will be missed, it gives us the opportunity to create a new wellness and recreation area within the space to be utilized by students. A scope of services and potential plan for the building has been determined. The plan will need to be phased over the next several years. In FY23-24, LSUS plans to complete the design and phase 1 of the plan.	\$750,000
<b>Total</b>			<b>\$4,050,000</b>

**OPERATIONAL OR EXPANDED NEED  
PRIORITY LIST**

School: **LSU - Health Sciences Center - New Orleans**

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
1	Civil Service Classified Market Adjustment	Civil Service Classified Increases	\$287,781
2	Faculty Promotion in Rank	Increases for Faculty Promotion	\$218,448
3	Faculty and Staff Salary Increases	Funding for Faculty and Staff Salary Increases	\$2,204,888
4	Operating Costs for New Building - Center for Advanced Learning	Operating Costs for Bldg. per sq. foot	\$6,000,000
5	Dental Instruments	Funding for Dental Instruments for Student Training	\$427,764
6	Group Benefits and Retirement Increases	Increases in Mandated Costs	*
7	Library Inflation	Inflation for Library Items	\$745,708
8	Inflation	Inflation for General Items	\$579,536
9	Dentistry Rural Scholar Track	Funding for Rural Scholars Program	\$56,836
10	Instructional Programs Expansion	Funding for expansion of School of Nursing and Allied Health progr	\$282,000
<b>Total</b>			<b>\$10,802,961</b>

\*Annual increases in group insurance and retirement are also requested to be funded.

School: **LSU - Health Sciences Center - Shreveport**

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
1	Legacy Hospital Costs	Hospital Transitions to Public Private Partnerships	\$14,182,719
2	Center for Medical Education and Wellness Building	Operational Costs	\$3,467,113
3	Basic Science Department Lab Renovations	Research Lab Renovations for Anatomy, Biochemistry, Microbiology, and Physiology	\$1,190,000
4	Institutional Wellness	Blood Pressure Cuff Kiosks, Enhanced Water Fountains, and Data Tracking & Reporting Program	\$50,000
5	Diversity Affairs	Expansion of Programs for Recruitment to Additional Schools	\$45,000
6	Cancer Related Fields Recruitment	Recur the \$1 million allocation from FY2023 and increase by \$2 million for recruitment in cancer related fields (related to NCI Designation)	\$3,000,000
7	Title IX Program	Operational Costs	\$73,500
8	Faculty, Unclassified, and Classified Staff Base Salary	Annualized Salary Adjustments including Fringe Benefits	\$4,608,443
<b>Total</b>			<b>\$26,616,775</b>



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## Board of Supervisors

### PROPERTY & FACILITIES COMMITTEE

BOARD OF SUPERVISORS MEETING | OCTOBER 21, 2022



## Board of Supervisors

### **Recommendation from LSU A&M to Approve Schematic Design and Authorize the President to Execute a Lease with Tiger Athletic Foundation for Renovation and Expansion of the LSU Football Operations Building, Including Construction of New Recovery and Rehabilitation Suites**

Date: October 21, 2022

#### **1. Bylaw Citation**

Pursuant to Article VII, Section 1.

- E. Lease of Immovable Property. The lease of any immovable property, as lessee or lessor, where either:
  - 2. the lease is for more than 10,000 square feet of building space
  
- G. Capital Improvements. Any contract or series of related contracts for the construction, renovation, or other capital improvement of buildings or other immovable property of the Board where either:
  - 1. the construction cost is projected to be greater than \$1 million

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

LSU A&M requests consideration and approval of Schematic Design for proposed renovations to the LSU Football Operations Building (the "Building") and approval to lease certain portions of the Building and surrounding lands to Tiger Athletic Foundation ("TAF") for the purpose of permitting TAF to construct improvements designed to ensure the availability of elite level rehabilitation, recovery and treatment facilities for all LSU A&M student athletes. Specific improvements will include: new, expanded and or reconfigured rehabilitation, recovery, treatment and performance analysis facilities including wet and hydrotherapy areas, cryotherapy chambers, hyperbaric chambers and sleep lab; office, conference, exam room and related renovations promoting more efficient care as well as greater interaction and collaboration among Strength and Conditioning, Nutrition and Athletic Training areas; relocation of the existing player's lounge; adjustments to practice fields to accommodate Building expansion; renovations to coaches and support staff office and related facilities; and related improvements (the "Work") at TAF's cost and in strict accordance with plans and specifications approved by LSU and applicable LSU policies and procedures.

The proposed lease would be effective as of December 1, 2022, or the date upon which all of the following have occurred, whichever is later: (a) the Lease is executed and delivered by both parties; (b) all necessary approvals of the Lease, as required by Applicable Laws, are obtained; and, (c) Plans and Specifications have been approved and a Notice to Proceed has been authorized and issued in accordance with the terms of the Lease.

To minimize disruption of activities normally conducted in the current facility, the Work will likely be undertaken and completed in two or more phases subject to approval by the LSU Representative. The first phase, primarily consisting of construction of the new rehabilitation

and recovery area will likely commence in December 2022 and be completed in July, 2023. The second phase, consisting of all remaining work, will likely commence in December 2023 and terminate at the latest on either October 1, 2024, or donation of the completed Work for all phases to LSU, whichever is earlier, unless extended upon written consent by the President of LSU.

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

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

### **4. Fiscal Impact**

The cost of constructing the Work, excluding FF&E, is estimated at an amount not to exceed Twenty Million (\$20,000,000) Dollars. The estimated cost of the Work may be increased only with the written consent of TAF and the LSU Representative. All costs and expenses shall be paid by TAF from private funds.

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

Based on design development drawings, qualified contractors will be asked to submit proposals on a cost of the work plus fee basis subject to a guaranteed maximum price. The contractor selected to perform the work will consult with the Architect during the design process to ensure that the final design is cost-efficient and can be completed within applicable time and budget limits. TAF supports the University's Diversity Equity and Inclusion initiatives including its Supplier Diversity Program. TAF, consistent with its obligations of good stewardship, and its Contractors shall use good faith, commercially reasonable efforts to provide opportunities for minority, women and native American owned, small and other underutilized or disadvantaged businesses ("DBEs") to compete for project related business when selecting subcontractors, suppliers and other providers. TAF further commits to obtain and provide the University with periodic reports during the Lease Term (a) identifying DBEs engaged on the Project (b) goods or services supplied or to be supplied by DBEs in connection with the Project, (c) the value of the goods or services provided, and (d) such other information as may be reasonably requested.

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

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

## 7. Parties of Interest

Board, LSUA&M and Tiger Athletic Foundation are the primary parties in interest.

## 8. Related Transactions

None.

## 9. Conflicts of Interest

None.

## 10. Attachments

1. Draft Lease for Renovations to the LSU Football Operations Building Including Construction of Rehabilitation and Recovery Suites

## RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby acknowledge that the schematic designs for the Renovations to the LSU Football Operations Building Project are in general compliance with the Campus Design Guidelines and hereby delegates the approval of the detailed plans and specifications to the LSU Office of Planning, Design, and Construction;

**BE IT FURTHER RESOLVED** that the Board authorizes William F. Tate, IV, in his capacity as President of LSU, to execute a Lease to Tiger Athletic Foundation in order to facilitate renovations to the Football Operations Building, including construction of new Rehabilitation and Recovery Suites and to execute related agreements as may be reasonably necessary to facilitate the project;

**BE IT FURTHER RESOLVED** that the Board, pursuant to the Uniform Affiliation Agreement between it and the Tiger Athletic Foundation, finds an acceptable University purpose for Tiger Athletic Foundation to enter into the proposed Lease, and any related or ancillary contracts and agreements reasonably necessary for the project; and,

**BE IT FURTHER RESOLVED** that William F. Tate, IV, in his capacity as President of LSU, or his designee, is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, to include in the Lease any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.



**LEASE AGREEMENT FOR RENOVATION AND EXPANSION  
OF THE LSU FOOTBALL OPERATIONS BUILDING INCLUDING  
CONSTRUCTION OF RECOVERY AND REHABILITATION SUITES**

**THIS LEASE AGREEMENT FOR RENOVATION AND EXPANSION OF THE LSU FOOTBALL OPERATIONS BUILDING INCLUDING CONSTRUCTION OF RECOVERY AND REHABILITATION SUITES** (herein “Lease”) is entered into as of the dates indicated on the attached Acknowledgments, by and between,

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

and

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

provides as follows:

**WITNESSETH**

**WHEREAS**, Foundation is a private non-profit Louisiana corporation described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose tax exempt purpose is to support the mission and programs of Louisiana State University and Agricultural and Mechanical College (“University”), a higher education institution under the management and supervision of Board;

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

**WHEREAS**, Board is the owner of the immovable property including but not limited to that certain building and surrounding land known as the Football Operations Building (“Building”)

and other improvements described on Exhibit “A” (the immovable property, Building and other improvements described on Exhibit “A” are sometimes collectively referred to as the “Land”);

**WHEREAS**, Foundation desires to lease portions of the Land and Building described on Exhibit “A” for the purpose of renovating and expanding the Building and making related improvements, all at Foundation’s expense and in accordance with design standards established by the Board and/or University, and Board desires to grant Foundation such a lease and limited rights of use and access in order to facilitate construction of such improvements; and,

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

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

**CERTAIN TERMS DEFINED**

“**Applicable Laws**,” refers to all laws, statutes, rules, regulations, ordinances, building codes, resolutions and orders of any Governmental Authority, including but not limited to applicable rules, regulations and architectural standards of University and Board, applicable to the parties and substantially affecting the ability of the parties to meet their obligations hereunder; provided, however, that this definition shall not be interpreted as waiving protections granted to any party against future laws impairing the obligations of contracts between the parties and/or any third parties.

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

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

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

“**Effective Date**,” refers to the later of December 1, 2022, or the date upon which all of the following have occurred: (a) this Lease is executed and delivered by the parties hereto; (b) all necessary approvals of this Lease, as required by Applicable Laws, are obtained; and, (c) the final Plans and Specifications have been approved and a Notice to Proceed has been authorized and issued in accordance with the terms of this Lease, including but not limited to Section 4.1B.

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

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

**"Improvements,"** refers to the improvements and related work to be made by Foundation in accordance with the Plans and Specifications and the terms of this Lease, said improvements including, but not limited to: new, expanded and or reconfigured rehabilitation, recovery, treatment and performance analysis facilities including wet and hydrotherapy areas, cryotherapy chambers, hyperbaric chambers and sleep lab; office, conference, exam room and related renovations promoting more efficient care as well as greater interaction and collaboration among Strength and Conditioning, Nutrition and Athletic Training areas; relocation of the existing player's lounge; adjustments to practice fields to accommodate Building expansion; renovations to coaches and support staff office and related facilities; and, related improvements.

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

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

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

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

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

**"Plans and Specifications,"** refers to one or more sets of final plans and specifications, including any amendments thereto, for design of the Improvements, materials selection and method of construction for the construction of the Improvements and for all Work related thereto,

which have been approved, in writing, by the LSU Representative.

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

“**Substantial Completion**,” refers to the date or dates on which (a) the Architect has certified to Foundation that the Work (or, if approved by the LSU Construction Monitor and the LSU Representative, any portion of the Work) has been completed substantially in accordance with the Plans and Specifications, subject to customary punch list items remaining to be completed, (b) the LSU Construction Monitor and the LSU Representative have given written approval of the Architect's certificate, which approval shall not be unreasonably delayed, withheld or conditioned, and (c) governmental certificates and approvals required to allow beneficial use and occupancy of the Improvements by the University have been obtained, including, but not limited to, a Certificate of Occupancy (whether temporary or final if applicable) and State Fire Marshal approval.

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

1.

**AGREEMENT TO LEASE**

For and in consideration of One Hundred (\$100) Dollars and other good and valuable consideration, Board hereby leases those portions of the Land and Building described on Exhibit “A” to Foundation, and hereby grants to Foundation such rights of use and access as are necessary for Foundation to perform the Work. Unless otherwise agreed to in writing by Foundation and the LSU Representative, this Lease, including all rights of use and access for construction purposes, shall terminate upon the earlier of; (a) termination of this Lease in accordance with the provisions hereof; (b) donation of the Improvements for all phases of the Work to Board as provided for herein; or (c) October 1, 2024.

2.

**AGREEMENT TO CONSTRUCT AND DONATE IMPROVEMENTS**

Foundation agrees to construct the Improvements in accordance with the Plans and Specifications and to donate the Improvements to Board after completion of the Work. It is estimated that the total cost to construct the Improvements (excluding FF&E), will not exceed Twenty Million and 00/100 Dollars (\$20,000,000.00), all of which cost and expense shall be paid by Foundation from accumulated funds or private contributions. The amount estimated for costs

and expense may be increased with the written consent of Foundation and the LSU Representative, subject to the requirements of Subsections 4.1.A and 4.1.J hereof.

3.

**USE OF PREMISES**

Foundation may use the Land only for construction of the Improvements. Foundation shall not use the Land for the sale, distribution, storage, transportation or handling of petroleum or other similar synthetic products. Foundation shall not make any use of the Land in violation of any Applicable Laws, and shall not permit any contamination or pollution on or about the Land or increase the fire or insurance hazard by any use thereof. Before beginning any Work on the Land, Foundation shall obtain any permits required by the State of Louisiana, the Parish of East Baton Rouge and the United States of America or any of their subdivisions or departments. Foundation shall not install or otherwise place storage tanks in or on the Land without the LSU Representative's prior written consent which, in addition to any other conditions required by the LSU Representative, shall be subject to the condition that any such tanks shall be located on a concrete slab and shall be surrounded by a retaining wall that will retain the products stored in the tanks in the event of any spill, discharge, leak, overflow, or other release.

4.

**CONSTRUCTION**

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

A. Plans and Specifications/Change Orders

At least thirty (30) days prior to commencement of any construction, proposed final plans and specifications approved by the LSU Construction Monitor shall be delivered to the LSU Representative for his review. The LSU Representative shall approve or disapprove such proposed final plans and specifications in writing within thirty (30) days of receipt thereof. Any request for change orders to the Plans and Specifications or to the Construction Contract shall be made to the LSU Representative, who shall approve or disapprove such request in writing within ten (10) working days of having received such request from the Foundation. Any change in work and materials relating to construction of the Improvements which either (1) materially alters the exterior appearance of the Improvements, or (2) materially alters the quality of materials or the interior appearance of any buildings forming part of the Improvements and costs more than Two

Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), is subject to the prior review and approval of the LSU Representative, which approval shall not be unreasonably withheld, delayed or conditioned. Foundation shall notify the LSU Representative in writing of any such proposed changes in work or materials, and provide to the LSU Representative copies of the proposed changes, and the LSU Representative shall either approve or disapprove any such changes within seven (7) Business Days after receipt of such notice from Foundation. If the LSU Representative fails to respond within such seven (7) day period, it shall be deemed that LSU approves such changes. Notification to the LSU Representative shall include copies of proposed change orders approved by the Contractor, the Architect, the Foundation and the LSU Construction Monitor, and shall further include sufficient information for the LSU Representative to make a determination whether to approve or disapprove such changes in the Work or materials. Complete copies of all final change orders shall be provided to the LSU Representative no later than the commencement of the Work represented by the change order, even if LSU Representative approval is not required. Changes in work or materials relating to construction of the Improvements not required to be submitted to the LSU Representative by this section shall be submitted in writing (unless written submission is waived by the LSU Construction Monitor) to and received by the LSU Construction Monitor who shall either approve or disapprove any such changes within two (2) Business Days after receipt of such request and copies of the proposed changes from Foundation. If the LSU Construction Monitor fails to respond within such two (2) Business Day period, it shall be deemed that he approves such changes.

No change order to the Construction Contract which materially and substantially deviates from the Construction Contract as originally approved shall be implemented without the prior written consent of the LSU Representative.

B. Commencement and Completion of Work

Unless delayed by Force Majeure, at its own expense, Foundation agrees to: (1) commence the Work on or before February 15, 2023, or within thirty (30) days after the LSU Representative has given written approval to the notice to proceed, whichever is later; and (2) make best reasonable efforts to achieve Substantial Completion of all Work on or before July 31, 2024, but in any event to complete all Work on or before October 1, 2024. No work shall commence until the LSU Representative has given written consent to the notice to proceed and written approval to the final proposed plans and specifications. The commencement and

completion dates set forth herein may be extended by a written request issued by the Foundation and approved in writing by the LSU Representative.

C. Construction Contract

The Work shall be performed on behalf of Foundation pursuant to the terms of the Construction Contract. Foundation shall not enter into a proposed Construction Contract without the prior written approval of the LSU Representative. Unless waived, the LSU Representative shall approve or disapprove the proposed final contract within ten (10) days of receipt from Foundation. Where appropriate, the Construction Contract and Payment and Performance Bonds shall be recorded properly with the Clerk of Court of East Baton Rouge Parish prior to commencement of the Work. Foundation shall include a liquidated damages clause acceptable to the LSU Representative in the proposed Construction Contract. Board and Foundation hereby acknowledge the following, and, to the extent practically and legally possible, the Construction Contract and all subcontracts entered into by the Contractor shall acknowledge expressly that they have been informed of the following:

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

party shall infer, based on any consent, approval or review given or undertaken by the Board, its members, employees and agents including but not limited to the LSU Representative and the LSU Construction Monitor, agreement with or endorsement of the particular matter at issue; rather, such consent, approval or review shall only be deemed to indicate “no objection” to the particular matter at issue.

D. Payment and Performance Bonds

Foundation shall require that the Contractor provide a performance and labor and materials payment bond(s) with a corporate surety authorized to do business in the State of Louisiana. Said bond(s) shall be for the greater of the full amount of the Contract Sum or the Guaranteed Maximum Price as defined and established in the Construction Contract. Both Foundation and Board shall be obligees under the bond(s).

E. Rights Concerning the Land During Construction

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

F. Access over Adjoining Property during Construction

Board hereby grants to Foundation a servitude of access over and across such other property owned by Board only in so far as such is reasonably necessary in order for the Foundation to fulfill its obligations hereunder, provided, however, that (1) such access routes are approved in



writing by the LSU Construction Monitor; and (2) Foundation shall not unreasonably interfere with Board's (or Board's lessee's) use of such other property.

G. LSU Rules and Regulations; Access During Construction

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

H. Signage

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

I. Acceptance of Construction

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

J. Funds for Construction

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

K. On Site Construction Inspector

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

L. Inspection and Survey

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

M. No Liens; Release of Recorded Liens

Foundation shall not suffer or permit any liens to be enforced against the Land or Board by reason of a failure to pay for any work, labor, services or materials supplied or claimed to have been supplied to Foundation or to anyone through or under the Foundation. If any such liens shall be recorded against the Land, Foundation shall cause the same to be released of record, or in the alternative, if the Foundation in good faith desires to contest the same, Foundation shall be privileged to do so, but in such case, Foundation shall promptly deposit with the Recorder of Mortgages of East Baton Rouge Parish a bond guaranteeing payment of any such liens and hereby agrees to indemnify, defend with an attorney of the LSU Representative's choice, and save Board harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said lien, cause the same to be discharged and released prior to the execution of such judgment.

5.

**INSURANCE**

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

A. Builder's Risk Insurance

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

B. General Liability and Property Damage Insurance

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

C. Architect's Design, Errors and Omissions

Upon execution of this Lease, Foundation shall provide the LSU Representative with evidence that the Architect has procured architect's design, errors and omissions insurance coverage for the Work in an amount acceptable to the LSU Representative, and Board shall be named as an additional insured on said policy.

5.2 Unless otherwise approved by the LSU Representative in writing, the following

requirements shall be applicable to insurance policies and coverages required pursuant to the terms of this Lease:

A. Required Insurance Shall Be Primary

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

B. Failure to Comply With Reporting Requirements

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

C. Application of Multiple Policies

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

D. No Release

Neither the acceptance of the completed Work nor the payment therefor shall release the Foundation or Contractor or insurer from applicable obligations of the insurance requirements or indemnification requirements set forth herein.

E. No Recourse

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

F. Excess Insurance

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

G. Deductibles and SIR's

The Foundation and/or Contractor shall be responsible for all deductibles and self-insured retentions.

H. No Special Limitations

The coverage required hereunder shall contain no special limitations (e.g. limitations beyond those that are normal and customary based on the policy, coverage and activity

insured) on the scope of protection afforded to Board, its members, officers, employees and authorized agents.

I. Licensed Louisiana Insurers

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

J. Occurrence Based Policies

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

K. Verification of Coverage

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

L. Additional Insureds

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

M. Additional Insurance

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

N. Blanket Policies

If any blanket general insurance policy of Foundation complies with the requirements of this Lease, such insurance shall fulfill the requirements set forth herein.

O. Limitation on Liability

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

**6.**

**DONATION OF IMPROVEMENTS AND TITLE TO IMPROVEMENTS**

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

6.2 Upon fulfillment of the conditions set forth in paragraph 6.1 (a) and 6.1 (b) hereof,

the Improvements shall be donated to and title and ownership to said Improvements shall be transferred to and shall become owned by Board. Said donation shall occur concurrently with final fulfillment of the conditions set forth in paragraph 6.1 (a) and 6.1 (b), and, upon said donation, Foundation shall have no further responsibilities, obligations or liabilities with regard to the completed Improvements, Land or the Work except as otherwise specifically set forth herein. Foundation shall bear the risk of loss with respect to the Improvements until acceptance of the donation by the LSU Representative; provided, however, Foundation's risk shall be limited to available insurance proceeds. Furthermore, prior to such donation, Foundation shall obtain guarantees and warranties from the contractor or contractors and suppliers of equipment, which guarantees and warranties shall be assigned to and shall run in favor of Board upon the donation of the Improvements, provided, however, Foundation itself shall make no warranty as to the condition of the Work. To the extent that such terms are available on commercially reasonable terms, guarantees and warranties for the construction and completion of the Improvements shall run from the later of (1) the fulfillment of the conditions set forth in paragraph 6.1 or (2) the full execution of the donation of the Improvements from the Foundation to Board or (3) occupancy for the purposes set forth herein (the "Warranty Commencement Date"), which warranties shall include but not be limited to the following items and periods if available:

- (a) For ten (10) years following the Warranty Commencement Date, all defects in materials and workmanship;
- (b) For ten (10) years following the Warranty Commencement Date, all plumbing, electrical, heating, cooling and ventilating systems; and
- (c) For the length of manufacturers' warranties, all appliances and equipment.

6.3 Upon fulfillment of the conditions set forth in Paragraph 6.1 hereof the parties agree to execute any and all documents necessary to effectuate the donation and the acceptance thereof on behalf of Board. The parties will record the donation and acceptance in the records of the parish in which Land is located.

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

interests) dedicated to complete the construction of the Improvements, and in the Improvements already constructed, to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390, which is acceptable to Board, and which accepts the obligations of the Foundation hereunder.

7.

**INDEMNIFICATION**

7.1 Foundation, for itself and for its successors, assigns, agents, contractors, employees, invitees, customers and licensees, agrees to indemnify, defend and to hold Board harmless against any loss for damages or injuries that may be suffered by Board or by any person, including but not limited to Foundation's agents, contractors, employees, invitees and licensees, to the extent such loss arises out of or is related to the Work, except with respect to acts or omissions by Board's members, officers and employees unless said members, officers and employees are acting at the direction or request of the Foundation, and Foundation agrees to defend Board with an attorney of Board's choice in any legal action against it and pay in full and satisfy any claims, demands or judgments made or rendered against Board, and to reimburse Board for any legal expenses, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder, but Foundation's costs and expenses incurred in fulfilling this indemnity and defense shall, to the extent allowed by Applicable Laws, be limited to insurance proceeds which are available for this purpose.

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



8.

**TERMINATION**

This Lease shall terminate upon donation of the Improvements to Board and acceptance by Board of said donation as set forth in paragraph 6.1(a), 6.1(b) and 6.2 hereof, or at the latest on October 1, 2024. This Lease may be extended by written consent of both parties, which consent may be granted by the LSU Representative.

9.

**NOTICES**

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

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

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

10.

**FOUNDATION DEFAULT**

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

A. Failure to Timely Commence or Complete.

Failure of Foundation to commence and/or complete the Work as set forth in this Lease, within the time frame allowed, unless such time period has been mutually extended in writing by the LSU Representative and Foundation unless such failure was caused by a Force Majeure, and which failure has continued for a period of thirty (30) days after receipt of written

notice from the LSU Representative specifying such failure and requesting that it be remedied; or

B. Deviation From Approved Plans and Specifications.

A substantial deviation, unauthorized in writing by the LSU Representative, from the plans and specifications for the Work approved by the LSU Representative, which deviation has continued for a period of thirty (30) days after receipt of written notice from the LSU Representative specifying such failure and requesting that it be remedied; or

C. Breach of Lease Covenants.

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

D. Taking of Improvements.

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

E. Involuntary Bankruptcy.

A court having jurisdiction shall enter an order for relief in any involuntary case commenced against Foundation, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction in the premises appointing a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for Foundation or any substantial part of the properties of Foundation or ordering the winding up or liquidation of the affairs of Foundation, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days; or

F. Voluntary Bankruptcy.

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

G. Abandonment of Project.

Foundation, after commencement of construction but prior to substantially

completing construction of the Improvements, abandons (with no intent to continue) construction for a period of ninety (90) consecutive days, excluding delays caused by Force Majeure.

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

## 11.

### **BOARD DEFAULT**

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

## 12.

### **MISCELLANEOUS**

#### 12.1 Relationship of Parties.

Nothing contained herein shall be deemed or construed by the parties hereto, or

by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto.

12.2 Attorneys Fees.

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

12.3 Louisiana Law to Apply.

This Lease shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in East Baton Rouge Parish, Louisiana.

12.4 Nonwaiver.

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

12.5 Severability.

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

12.6 Authorization.

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

12.7 Use of Name, Logos or Marks.

Neither party shall make use of the other party's name, logo or marks without its prior written consent.

12.8 Amendment.

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

12.9 Assignment and Mortgage.

Foundation shall not assign this Lease or any part hereof without the prior written consent of the LSU Representative, and any attempt of assignment without the prior written consent of the LSU Representative shall be null and void as to Board. Furthermore, Foundation may not mortgage or encumber its rights in or arising out of this Lease or any rights it has or might have in the Land, the Improvements or the Work without the prior written consent of the LSU Representative, and any attempt to mortgage or encumber without the prior written consent of the LSU Representative shall be null and void as to Board.

12.10 Books, Records and Audit.

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

12.11 Successors and Assigns.

All of the covenants, agreements, terms and conditions to be observed and

performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of University or Board into another educational institution or governing body.

12.12 Notice of Lease.

Foundation agrees not to record this Lease. At the Foundation's request, the parties will execute a Notice of Lease for recording in the records of East Baton Rouge Parish, and the cost of recording will be borne by Foundation.

12.13 LSU Representative.

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

12.14 Oversight By Division of Administration Office of Facility Planning and Control ("OFPC").

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

12.15 Entire Agreement.

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

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

**WITNESSES:**

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

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

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

**TIGER ATHLETIC FOUNDATION**

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

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

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

**ACKNOWLEDGMENT**

**BE IT KNOWN** that on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared William F. Tate, IV, appearing herein in his capacity as President of LSU, and appearing on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation organized and existing under the laws of the State of Louisiana, who, being by me first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Supervisors and that said instrument is the free act and deed of said corporation and was executed for the uses, purposes and benefits therein expressed.

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

WITNESSES:

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

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

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



**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

**ACKNOWLEDGMENT**

**BE IT KNOWN** that on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared Matthew T. Borman, appearing herein in his capacity as President and Chief Executive Officer of Tiger Athletic Foundation, a charitable organization, who, being by me and first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Directors and that said instrument is the free act and deed of said Foundation and was executed for the uses, purposes and benefits therein expressed.

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

WITNESSES:

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

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

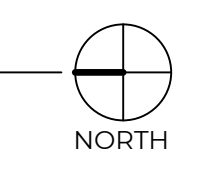
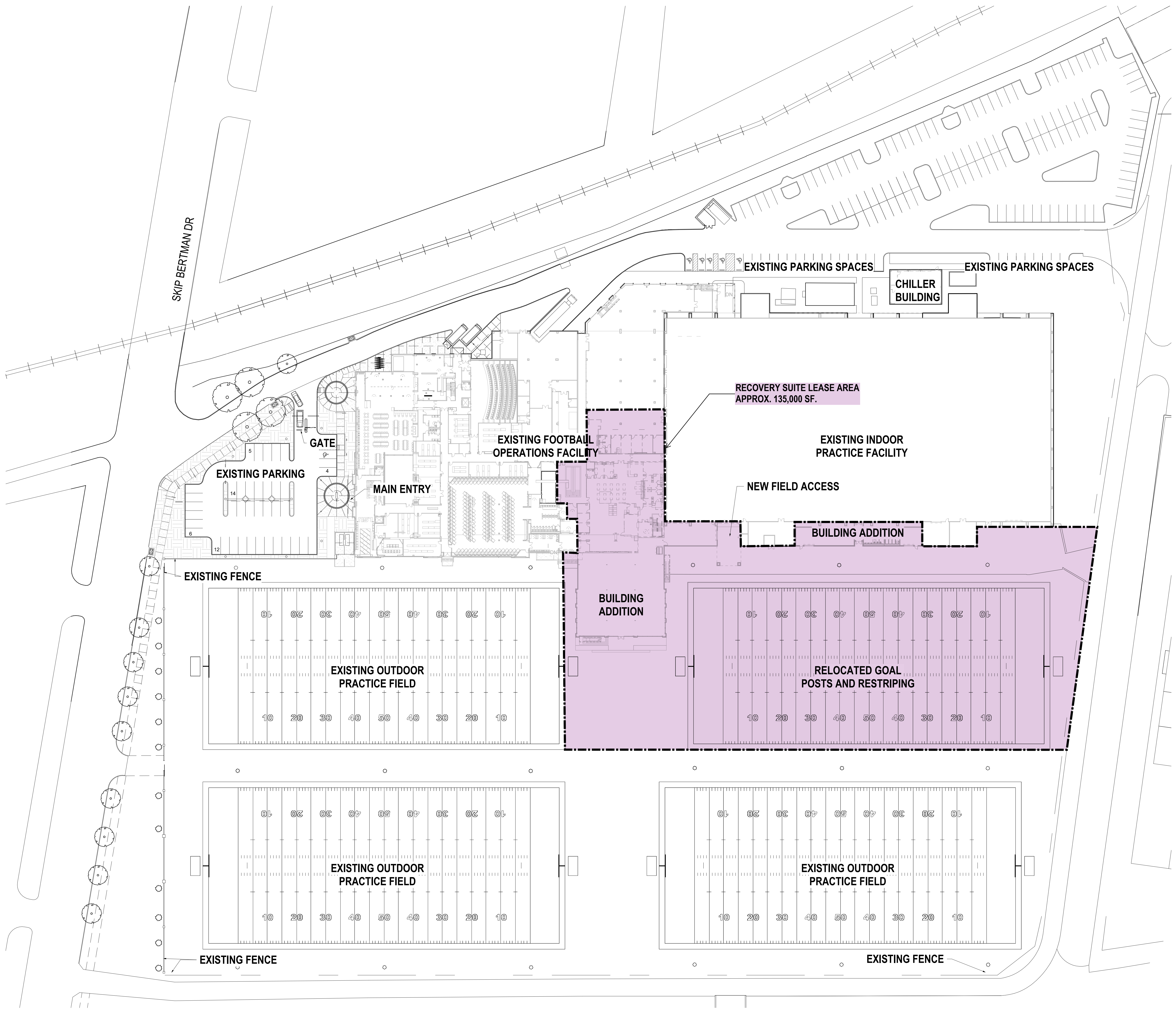
\_\_\_\_\_  
NOTARY PUBLIC

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

The area or areas depicted on the attached drawing A-1, composed of parts of the LSU Football Operations Building and parts of the Charles A McClendon Football Practice Fields, located on that certain parcel of land situated on the campus of Louisiana State University and Agricultural and Mechanical College in Section 5, Township 8 South, Range 1 West, Greensburg Land District, Parish of East Baton Rouge, Louisiana being more particularly described as follows: Beginning at Point A; said point being the intersection of the south right-of-way line of Skip Bertman Drive and the west right-of-way line for the Canadian National Railroad. Thence proceed in a westerly direction along the Skip Bertman Drive right-of-way line to Point B, then through the following State Plane Coordinate points to point G; thence proceed northerly along the west right of way line of the Canadian National Railroad to the point of beginning,

<b><u>Point</u></b>	<b><u>North Coordinate</u></b>	<b><u>East Coordinate</u></b>
<b>A</b>	<b>N695148.19</b>	<b>E3326495.30</b>
<b>B</b>	<b>N695254.68</b>	<b>E3325950.62</b>
<b>C</b>	<b>N695218.29</b>	<b>E3325879.82</b>
<b>D</b>	<b>N694301.98</b>	<b>E3325860.65</b>
<b>E</b>	<b>N694201.10</b>	<b>E3326427.30</b>
<b>F</b>	<b>N694148.42</b>	<b>E3326723.20</b>
<b>G</b>	<b>N694213.80</b>	<b>E3326857.87</b>

- SITE PLAN GENERAL NOTES**
- COORDINATE ALL CONSTRUCTION STAGING AND PARKING WITH THE LSU OFFICE OF TRAFFIC AND PARKING (GARY GRAHAM 225-578-5308). ENSURE THAT A REPRESENTATIVE FROM THE OFFICE OF TRAFFIC AND PARKING IS INCLUDED AT THE PRECONSTRUCTION MEETING. PROVIDE A DRAWING SHOWING STAGING LOCATION, CONSTRUCTION FENCING TYPE, AND TREE PROTECTION METHODS FOR PRIOR APPROVAL BY LSU P&C.
  - CONTRACTOR IS TO PROTECT EXISTING BUILDING, CONCRETE WALKS, CURBS, SIGNAGE, LIGHTING, ETC. CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY DAMAGED EXISTING SITE AND BUILDING APPURTENANCES.
  - PROTECT ALL SITE DRAINAGE STRUCTURES FROM SOIL OR DEBRIS CONTAMINATION FOR THE DURATION OF THE PROJECT. REMOVE IMMEDIATELY ANY MUD OR DEBRIS DEPOSITED ON ROADS OR SIDEWALKS OUTSIDE OF THE WORK ZONE.
  - CONTRACTOR IS TO VERIFY LOCATION OF AUTOMATIC FIRE, SMOKE, AND SPRINKLER SYSTEMS IN FIELD AND COORDINATE WORK ACCORDINGLY.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY PLYWOOD WALKWAY COVERS AND/OR BARRIERS AS DIRECTED AND APPROVED BY THE OWNER IN ORDER TO MAINTAIN CURRENT PATHS OF VEHICULAR AND PEDESTRIAN CIRCULATION AROUND THE BUILDING.
  - COORDINATE ALL TRASH AND DEBRIS CONTAINERS AND LANDSCAPE REMOVAL AND EXCAVATION WITH LSU LANDSCAPE SERVICES ASSISTANT DIRECTOR (FRED FELLNER 225-578-8877). ENSURE THAT A REPRESENTATIVE FROM THE OFFICE OF LANDSCAPE SERVICES IS INCLUDED AT THE PRECONSTRUCTION MEETING.
  - CONTRACTOR TO RECYCLE AND/OR SALVAGE AT LEAST 50% OF NON-HAZARDOUS CONSTRUCTION AND DEMOLITION, INCLUDING GLASS, METAL, AND WOOD DOORS. VERIFICATION OF LANDFILL DIVERSION RECORDS AND FINAL REPORT OF CONSTRUCTION DEBRIS TONNAGE (AND VOLUME) SHOULD BE PROVIDED TO THE OWNER UPON COMPLETION OF WORK.
  - FOR WORK OR STAGING IN OR AROUND TREES, AN ACCURATE TREE CANOPY DRIP LINE MUST BE SHOWN PRIOR TO STAGING PLAN APPROVAL.
  - CONTRACTOR MUST PROVIDE ADEQUATE WORK ZONE PROTECTION FROM UNAUTHORIZED PEDESTRIANS.
  - MAINTAIN ADA ACCESS TO AND AROUND THE BUILDING OR WORK ZONE FOR THE ENTIRE DURATION OF THE PROJECT.
  - NO PARKING, STAGING, EQUIPMENT, OFFLOADING OR STORAGE, CONCRETE WASH OUT, PAINT BRUSH WASH OUT, OR FUELING ALLOWED UNDER THE DRIP LINE OF TREES. LSU WILL CONSIDER THIS TO BE DAMAGED PROPERTY, WHEREBY A CONTRACT DEVALUATION WILL BE PROCESSED DURING SUBSTANTIAL COMPLETION. IF ACCESS, BORING, TRENCHING, OR EXCAVATION UNDER TREES IS REQUIRED, THEN IT MUST BE SHOWN ON THE STAGING PLAN AND/OR EXCAVATION PERMIT WITH WRITTEN APPROVAL OF THE CAMPUS LANDSCAPE ARCHITECTS OR ASSISTANT DIRECTOR OF LANDSCAPE SERVICES.
  - OBTAIN AN EXCAVATION PERMIT FROM FACILITY SERVICES PRIOR TO ANY EXCAVATION, REGARDLESS OF HOW MINOR THE WORK MAY BE PRIOR TO ANY EXCAVATION INCLUDING HAND DIGGING.
  - BORING, TRENCHING, AND EXCAVATION UNDER DRIP LINES OF ANY TREE MUST BE PRIOR APPROVED BY CAMPUS LANDSCAPE ARCHITECT OR ASSISTANT DIRECTOR OF LANDSCAPE SERVICES IN ADDITION TO REQUIRED APPROVED UTILITY LOCATE REQUEST.
  - PROTECT ALL SITE DRAINAGE STRUCTURES FROM SOIL OR DEBRIS CONTAMINATION FOR THE DURATION OF THE PROJECT. REMOVE IMMEDIATELY ANY MUD OR DEBRIS DEPOSITED ON ROADS OR SIDEWALKS OUTSIDE OF THE WORK ZONE.
  - CONTRACTOR SHALL SLOPE CONCRETE AWAY FROM ALL EXTERIOR DOORS AT A MINIMUM SLOPE OF 1:50.



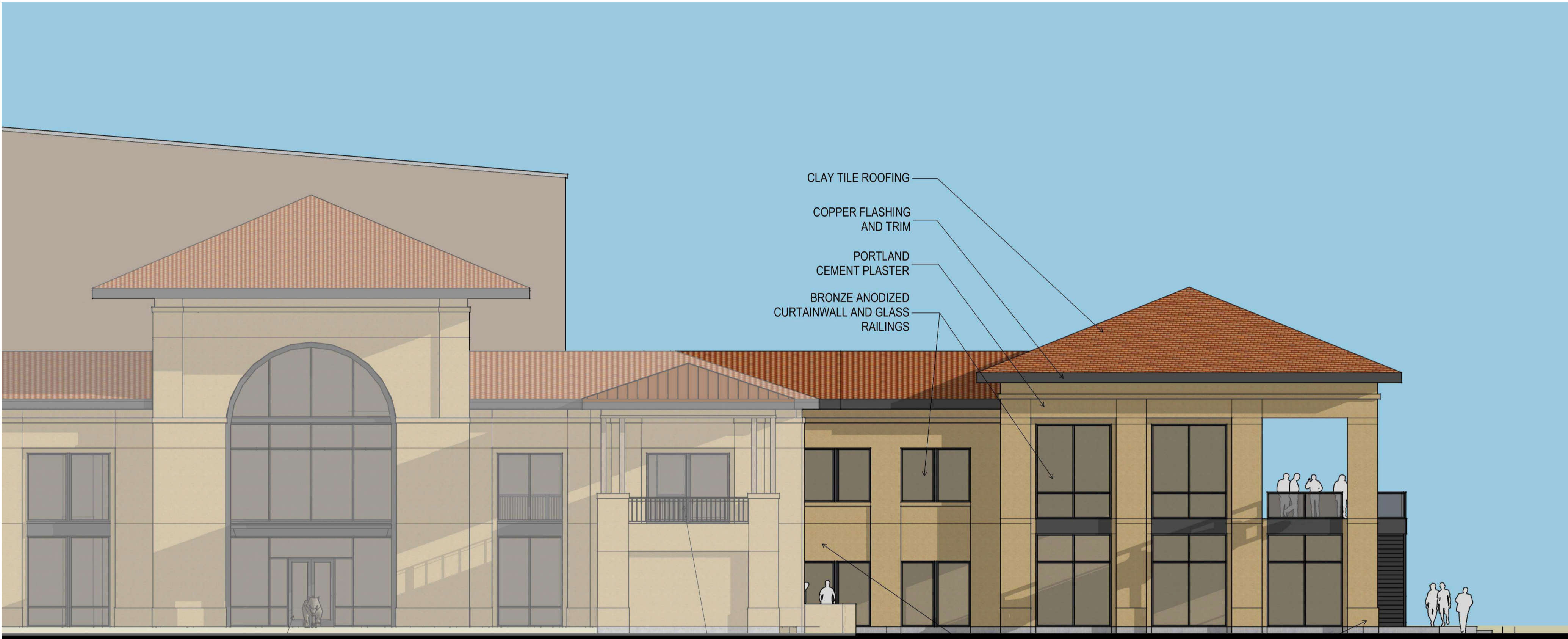
REVISION	DATE

**LSU**



**Our Lady  
of the Lake  
Health**

**CHAMPIONSHIP HEALTH PARTNERS**



CLAY TILE ROOFING

COPPER FLASHING AND TRIM

PORTLAND CEMENT PLASTER

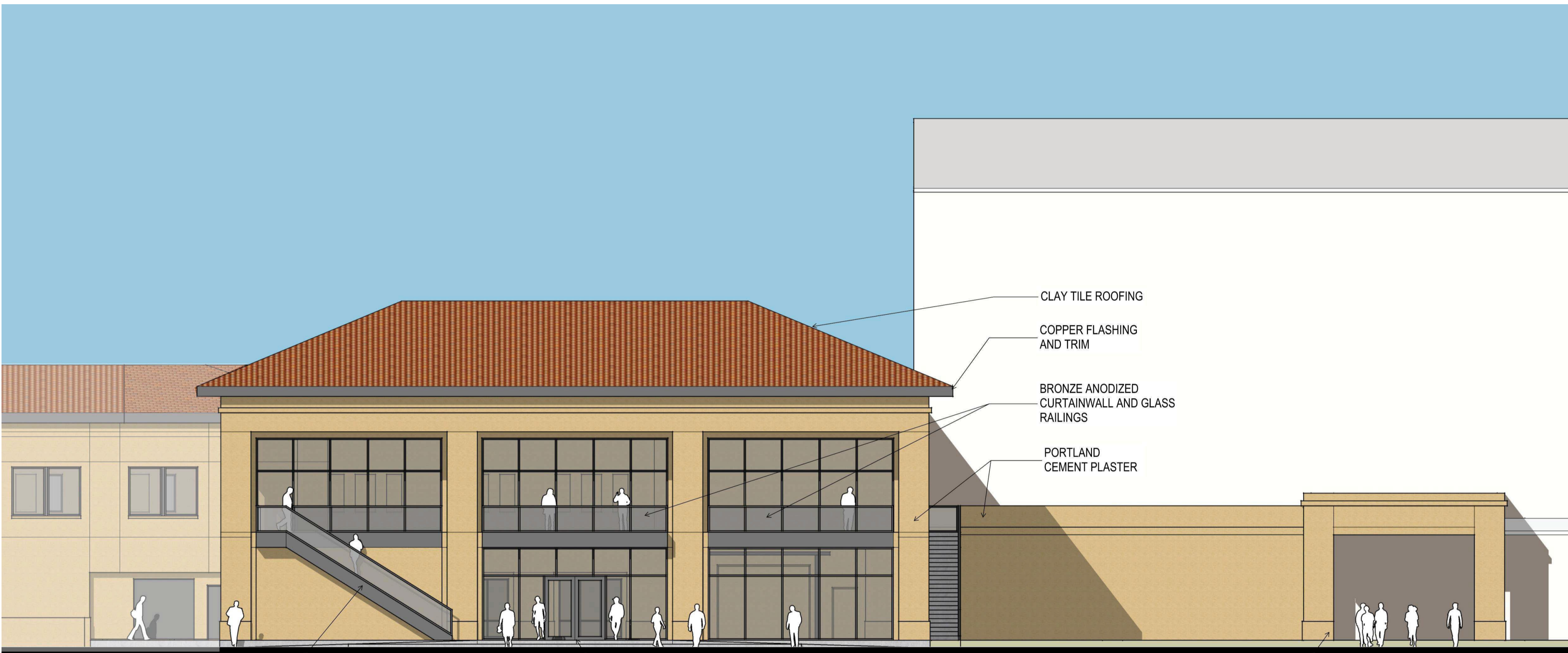
BRONZE ANODIZED CURTAINWALL AND GLASS RAILINGS

EXISTING LOBBY ENTRANCE

EXISTING HEAD COACH BALCONY

NEW RECOVERY SUITE EXPANSION

ELEVATION - NORTH



CLAY TILE ROOFING

COPPER FLASHING AND TRIM

BRONZE ANODIZED CURTAINWALL AND GLASS RAILINGS

PORTLAND CEMENT PLASTER

STAIR TO BALCONY

ENTRANCE TO SPORTS MEDICINE

NEW ENTRANCE TO INDOOR PRACTICE FACILITY

ELEVATION - WEST



3D VIEW



3D VIEW

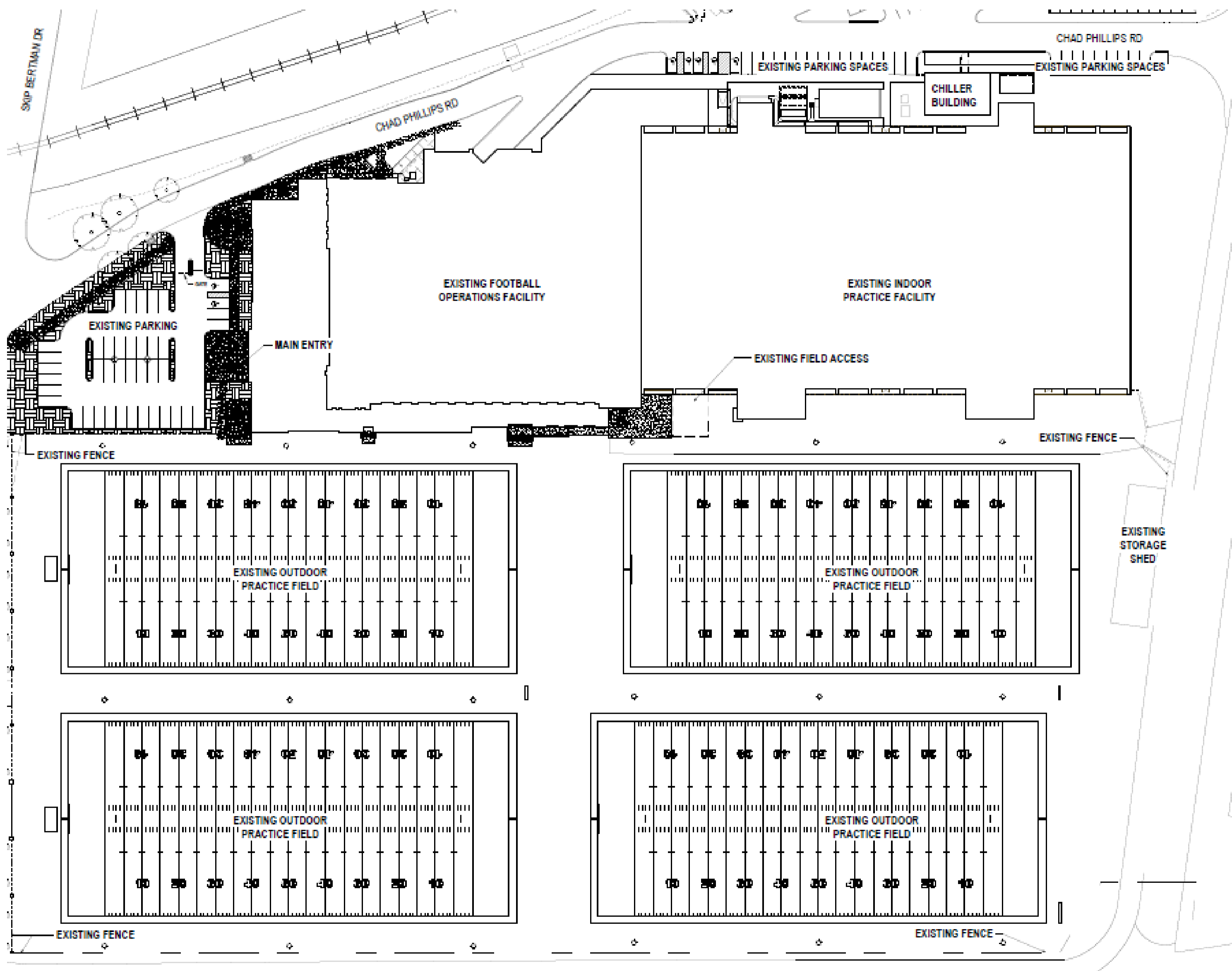




3D VIEW

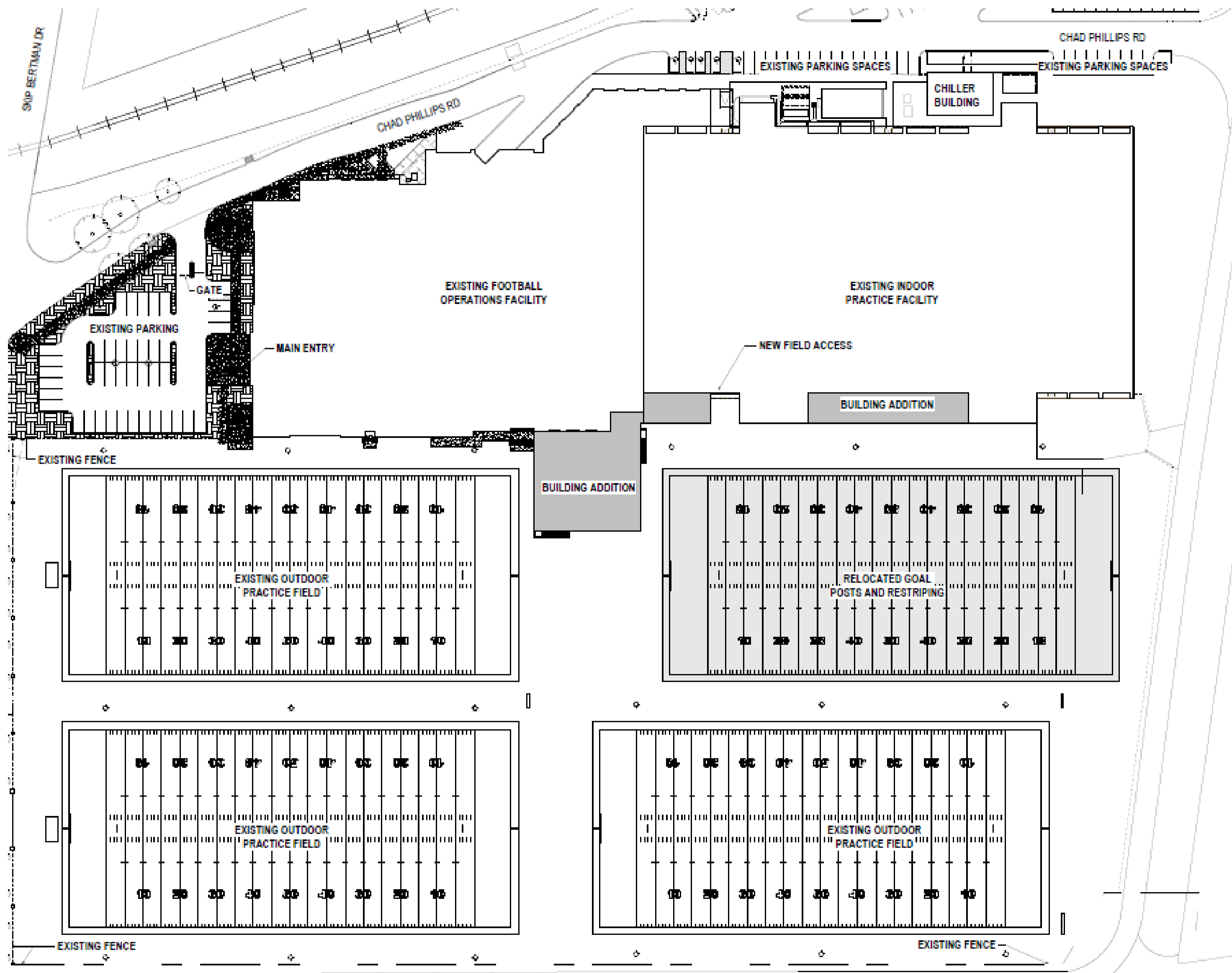


3D VIEW



EXISTING SITE PLAN





PROPOSED SITE PLAN



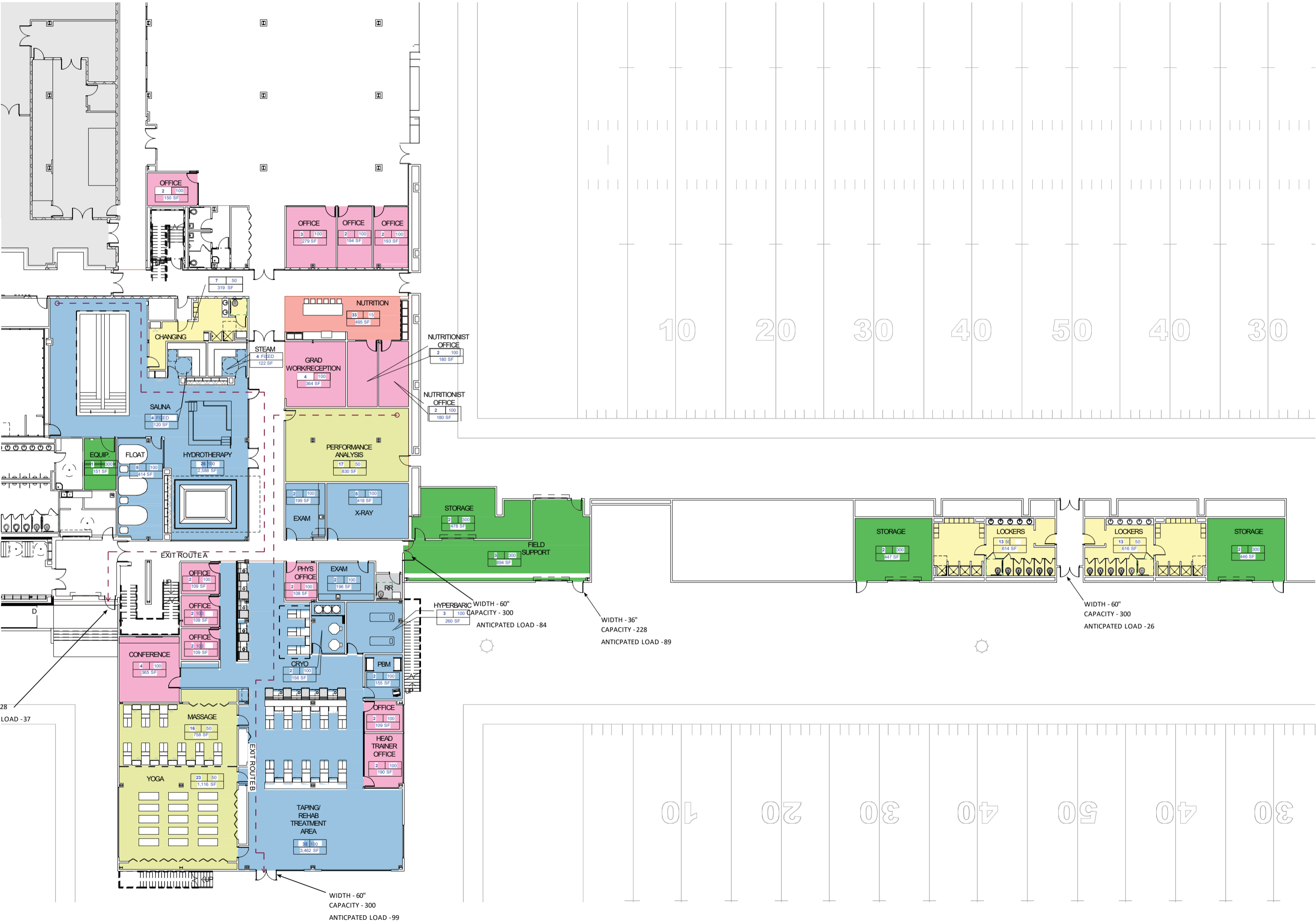
**EXIT TRAVEL DISTANCE**

PATH A - 201'-0"  
 PATH B - 147'-0"

**OCCUPANCY BASED ON USE**

- OFFICE - 100 GROSS
- STORAGE - 300 GROSS
- LOCKER ROOM - 50 GROSS
- TRAINING/MEDICAL OUTPATIENT - 100 GROSS
- EXERCISE ROOM - 50 GROSS
- UNCONCENTRATED - 15 GROSS

**TOTAL OCCUPANT COUNT - 255**



**CODE ANALYSIS - LEVEL 1**

1/16" = 1'

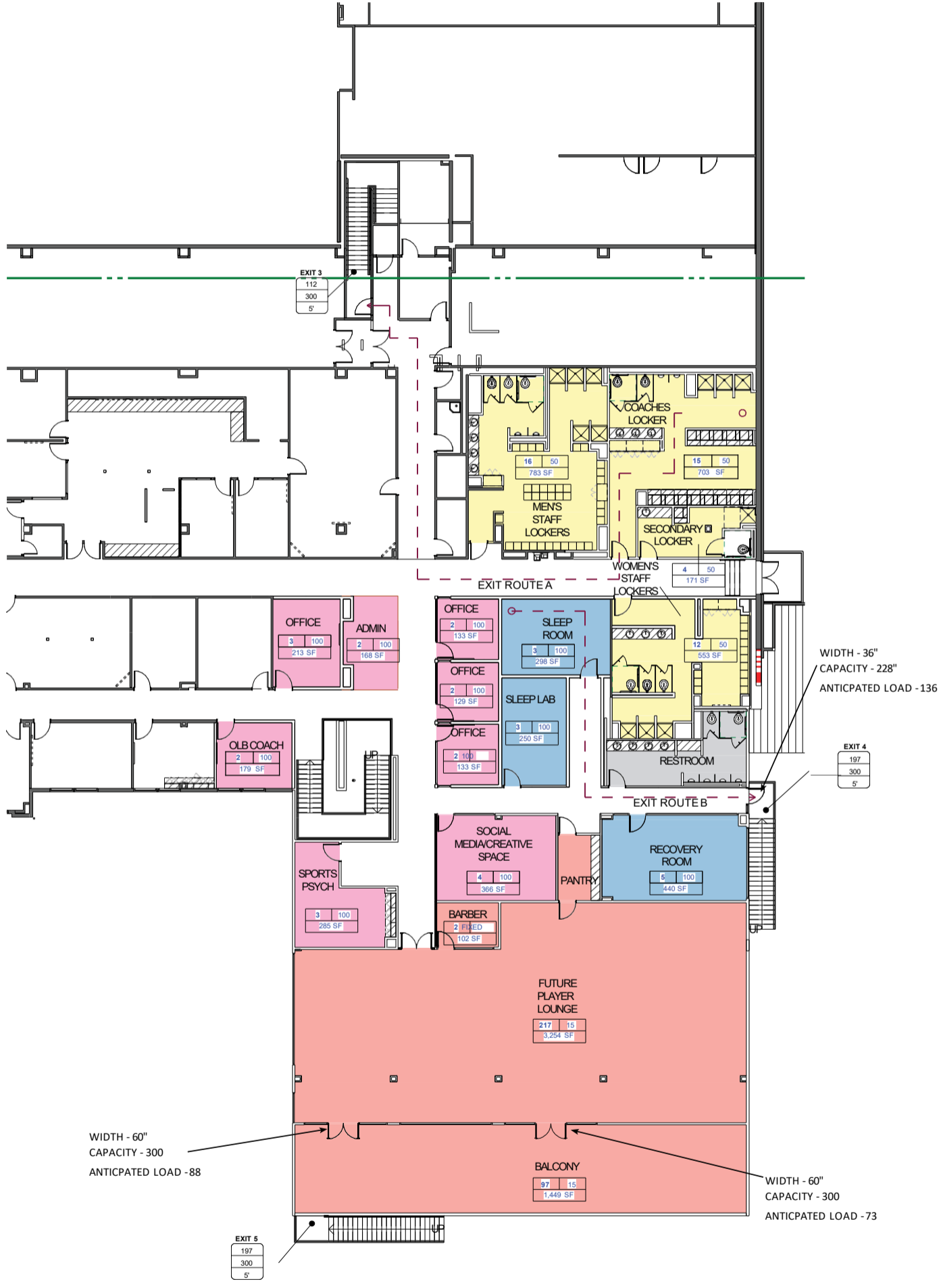
**EXIT TRAVEL DISTANCE**

PATH A - 155'-6"  
 PATH B - 119'-6"

**OCCUPANCY BASED ON USE**

- OFFICE - 100 GROSS
- STORAGE - 300 GROSS
- LOCKER ROOM - 50 GROSS
- TRAINING/MEDICAL OUTPATIENT - 100 GROSS
- EXERCISE ROOM - 50 GROSS
- UNCONCENTRATED - 15 GROSS

**TOTAL OCCUPANT COUNT - 394**



**CODE ANALYSIS - LEVEL 2**

1/16" = 1' N ⊖



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## Board of Supervisors

### ATHLETICS COMMITTEE

BOARD OF SUPERVISORS MEETING | OCTOBER 21, 2022



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## Board of Supervisors

### Request from LSU A&M for Approval of Employment Contract Extension for Scott Woodward, Athletics Director

**Date:** October 21, 2022

#### **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.

Paragraph L, Subparagraph 3. Appointments and all other personnel actions relating to Varsity Athletics Coaches and Athletic Directors making a salary of \$250,000 or above.

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

This resolution is to approve a contract extension for the Athletics Director. His current contract expires on April 30, 2025. This amendment will provide an extension through April 30, 2029.

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

The proposed amendment will maintain his current base compensation through FY2022-23 but add incentive compensation related to the academic performance of the department up to a maximum of \$250,000. For FY 2023-24 and following, his base salary will increase to \$1.85M and continue the academic incentives. There are two one-time \$500,000 bonuses in FY25 and FY29 based upon meeting certain benchmarks among the various teams.

A comparison of the current contract to the proposed contract with incentives is attached.

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

The Athletics Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletics Department, and supplemental income committed by affiliated organizations. No state general fund or tuition dollars are used.

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

N/A

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

The amended contract was prepared by the Office of General Counsel.

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

N/A

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



N/A

**9. Conflicts of Interest**

N/A

**10. Attachments**

1. Compensation Summary Spreadsheet
2. Amended and Restated Contract of Employment

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve and authorize President William F. Tate IV, or his designee, to sign the amended and restated employment agreement with Scott Woodward as provided in this item.

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This Amended and Restated Employment Agreement (the “Agreement”) is made effective October \_\_, 2022, by and among BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (hereinafter “LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate IV, its duly authorized President, RYAN ERIC, LLC (“COMPANY”), a limited liability company organized under the laws of the State of Louisiana, herein represented by Scott Woodward, and SCOTT WOODWARD (hereinafter “WOODWARD”) (LSU, COMPANY, and WOODWARD are hereinafter sometimes referred to collectively as the “Parties”), and amends and restates, in its entirety, the Employment Agreement, dated as of May 6, 2019, by and among the Parties. For and in consideration of the promises, mutual covenants, obligations and agreements of the Parties to be by them respectively kept and performed as hereunder set forth, it is agreed as follows:

1. **Employment.** Subject to the terms and conditions of this Agreement, LSU does hereby employ WOODWARD as its Director of Athletics at Louisiana State University and Agricultural and Mechanical College, located in Baton Rouge, Louisiana, on the terms and conditions set forth herein.
  - A. WOODWARD represents and warrants that he is fully qualified to serve, and is available for employment, in this capacity.
  - B. WOODWARD will report directly to the President of LSU (the “President”) and shall confer with the President or the President’s designee(s) on a regular basis as determined by the President and on major matters as necessary and appropriate.
  - C. WOODWARD shall oversee, administer, review, and periodically evaluate the Department of Athletics (the “Department”), including the entire intercollegiate athletic program at LSU, and shall perform such other duties, consistent with his status as the Director of Athletics, as the President may assign.
  - D. WOODWARD will lead, supervise and promote all intercollegiate athletic programs in the Department, and shall perform his duties and personally comport himself at all times in a manner consistent with the high moral, ethical and academic standards of LSU and the Department.
  - E. WOODWARD hereby agrees to accept such employment and to devote his attention and best efforts, on a full-time basis, to the performance of his duties hereunder.

- F. WOODWARD hereby agrees and promises that he shall, upon request, provide proof to LSU that he has been issued a Louisiana driver's license and that all vehicles registered in his name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
- G. Pursuant to NCAA Bylaw 11.2, WOODWARD hereby confirms that he has an affirmative obligation to cooperate fully in the NCAA<sup>1</sup> infractions process, including the investigation and adjudication of a case, and that, if found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process, including suspension without pay or termination of employment.
- H. WOODWARD hereby agrees and understands that he is responsible for complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to LSU Permanent Memorandum 73 ("PM-73"), for which LSU will provide resources and periodic training, and, as a mandatory reporter under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which Employee has knowledge or receives notice to LSU's Title IX Coordinator and other appropriate designee as required by PM-73;
2. **Term.** The term of this Agreement shall be for a definite term, commencing on May 6, 2019, and ending on April 30, 2029, unless terminated sooner in accordance with Section 8 of this Agreement or extended pursuant to Section 9.B of this Agreement or by mutual written agreement of the Parties.
3. **Duties and Responsibilities.** In consideration of the compensation specified in this Agreement, WOODWARD shall devote his full time and best efforts to the performance of his duties under this Agreement. Such duties shall include all duties that the President may assign as provided in Section 1 of this Agreement, all duties as set forth in the Director of Athletics' job description on file with the Department, and the specific duties listed in Section 1 and this Section 3, which list is intended to be illustrative and not exhaustive. Among his specific duties, WOODWARD shall:
- A. Develop and implement plans, policies, procedures and programs that are in compliance with LSU, SEC<sup>2</sup> and NCAA rules and regulations and applicable local, state and federal laws, and which promote the mission of the Department, LSU's high standard of academic excellence and the general welfare of student-athletes.

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<sup>1</sup> "NCAA" shall mean the National Collegiate Athletic Association and its successors.

<sup>2</sup> "SEC" shall mean the Southeastern Conference, its successor or any other athletics conference of which LSU may become a member.

WOODWARD shall consult with LSU's Provost and others, as appropriate, to encourage and monitor academic progress of student-athletes toward graduation. WOODWARD shall also ensure that all Department staff members actively support the Department's commitment to academic achievement for each student-athlete;

- B. Manage and oversee the Department's men's and women's intercollegiate sports through each coach and, senior athletic staff, including coordinating and/or overseeing the recruitment, selection (negotiates and approves contracts, subject to President and/or Board approval) and evaluation (including approving salaries, subject to President and/or Board approval) of all coaches. WOODWARD shall promote athletic excellence on local, conference and national levels for all of the men's and women's intercollegiate athletic programs;
- C. Manage and oversee all Department staff members, including coordinating and/or overseeing the recruitment, selection and evaluation (including approving salaries) of all Department staff members. WOODWARD shall establish and periodically refine, as necessary, the Department's organizational structure to ensure the effective management of human resources;
- D. Consult with and submit reports, recommendations and supporting documents to the President and/or other persons, LSU governing bodies or committees, as necessary, to make decisions regarding academics, capital expansion, staffing, budget appropriations or other aspects of LSU's athletic programs or for other purposes as requested;
- E. Know, recognize and comply with all applicable laws, as well as all applicable policies, rules and regulations of LSU, the SEC and the NCAA and supervise and take appropriate steps to promote and ensure that all Department staff knows, recognizes and complies with all such laws, policies, rules and regulations. WOODWARD shall work with others as directed by the President to develop and implement a comprehensive ongoing program of compliance education for coaches, student-athletes and boosters. WOODWARD shall immediately report to the Department's senior compliance officer if WOODWARD has reasonable cause to believe that any person or entity, including without limitation, representatives of LSU's athletic interests, has violated or is likely to violate or may potentially have violated any such laws, policies, rules or regulations.
- F. Cooperate fully and completely, and will use his best efforts to ensure that his staff members cooperate fully and completely, with any investigation of any alleged violation of any of the covenants enumerated herein, conducted by LSU, the SEC, or the NCAA;
- G. Take prompt corrective or disciplinary action to address any non-cooperation by any staff member.

- H. Consult with LSU's General Counsel (and other LSU-engaged counsel, as directed by the LSU General Counsel), regarding NCAA or similar rules compliance issues, and shall assist in investigating all cases where a violation has or may have occurred;
- I. Oversee all fiscal operations (including short and long-term budgetary and fiscal planning and monitoring for budget performance) and assume overall responsibility for Department finances and facilities to ensure sound business practices;
- J. Maintain responsibility for the scheduling of intercollegiate sporting events, all aspects of the Department's operations and all aspects of LSU's athletic facilities including, but not limited to, evaluating the condition of athletic facilities for safety and comparison with SEC and national standards;
- K. Develop and implement programs to increase revenue sources for the Department, including effective plans for marketing and promotions as well as fundraising strategies to promote donor support of the athletic program. WOODWARD shall participate in negotiations and presentations to promote the Department and LSU to sponsors and donors;
- L. Serve as a primary spokesperson for the Department, promoting the philosophy and mission of LSU and its athletic program with faculty, staff, students, alumni, the media and the general public on a local and national basis. As such spokesperson, WOODWARD shall participate in, among others, speaking engagements, news conferences, radio, television and other media appearances;
- M. Represent the Department at LSU, SEC, NCAA, community and other meetings and conventions. WOODWARD shall also serve at the request of the President on any committees as appropriate;
- N. Cultivate and advance a positive and respectful learning and working environment to provide an unsurpassed student-centered learning experience;
- O. Observe, respect, and promote the principles of institutional control in every aspect of the Department and all of its intercollegiate athletics program;
- P. Perform all other duties customarily performed by directors of athletics of commensurate rank serving other NCAA member institutions; and
- Q. Perform other duties reasonably assigned by the President.

4. **Compensation.**

- A. **Base Salary.** LSU agrees to pay WOODWARD an annual base salary of Five Hundred and Twenty-Five Thousand Dollars (\$525,000) ("Base Salary"), payable in twelve (12) equal monthly installments, and pro-rated for partial years.

B. Supplemental Compensation to Company. In addition to the Base Salary, COMPANY shall be entitled to receive annual supplemental compensation as compensation for providing WOODWARD's personal services towards enhancing the revenue of the Department and promoting, appearing on, or participating in, as requested, and making all reasonable efforts to make successful, LSU sanctioned television, radio and internet programs and other activities related to increasing revenues for LSU and the Department ("Supplemental Compensation"). Supplemental Compensation shall be payable in twelve (12) equal monthly installments. Supplemental Compensation may be paid by a foundation affiliated with LSU (a "Foundation"), subject to the approval of LSU and the Foundation. In the event that any that any payment or benefit which may be paid by a Foundation under this Agreement is not paid or provided by a Foundation, LSU shall immediately make said payment or provide said benefit to WOODWARD or COMPANY, as the case may be. This Supplemental Compensation is not considered part of Base Salary.

(1) Supplemental Compensation shall be paid in the following annual sums, pro-rated for partial years:

2022-2023:	\$850,000
2023-2024:	\$1,325,000
2024-2025:	\$1,325,000
2025-2026:	\$1,325,000
2026-2027:	\$1,325,000
2027-2028:	\$1,325,000
2028-2029:	\$1,325,000

(2) The parties acknowledge that the efforts required of WOODWARD to be provided by COMPANY under this Section 4.B. in connection with the promotion and production of radio, television and internet programs and other related activities are critical to the success of the Department.

(3) LSU shall own all rights to, and retain all revenue generated from, such programs and activities and shall be entitled, at its option, to produce and market the radio, television, and internet programs and other related activities, or to negotiate with third parties for the production and marketing of such programs and activities. COMPANY shall not permit WOODWARD to, and WOODWARD shall not, appear without the prior written approval of the President 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. COMPANY shall not permit WOODWARD to, and WOODWARD shall not, appear in or make any commercial or commercial endorsement without the prior written approval of the President.

C. Milestone Performance Payment.

- (1) WOODWARD will be entitled to a \$500,000 Milestone Performance Payment if at anytime prior to July 1, 2025, LSU either: a) wins a national championship in any varsity sport, or b) wins a total of 3 SEC championships across all varsity sports, or c) qualifies for the BCS semi-final game.
- (2) WOODWARD will be entitled to a second Milestone Performance Payment of \$500,000 if between July 2, 2025 and July 1, 2029 LSU either: a) wins a national championship in any varsity sport, or b) wins a total of 3 SEC championships across all varsity sports, or c) qualifies for the BCS semi-final game.

D. Academic Performance Bonuses. WOODWARD acknowledges that academic achievement of the department is an essential component of his responsibilities. Therefore, if WOODWARD achieves the following academic performance goals he will be entitled to the following incentive compensation:

- (1) One \$75,000 payment annually if each team individually achieves an APR score of at least 930 or the then current minimum level established by the NCAA to remain fully eligible for all competition. (For this metric, APR score will be based upon a single year calculation.)
- (2) \$75,000 annually for the institution's APR score, calculated on a single year basis, being ranked not lower than the top 66 2/3% of teams in the SEC conference.
- (3) \$100,000 annually for a Graduation Success Rate of 88% or higher. (For this metric, GSR scores will be based upon a single year calculation).

E. Ongoing Market Check. If at any time during the Term after May 1, 2024, the aggregate annual compensation payable to WOODWARD and COMPANY hereunder (i.e. Base Salary, Supplemental Compensation, Longevity Bonuses, and Incentive Compensation, taken together) for the then-remaining Term (on a per-year average basis) is not within the top quartile of the Southeastern Conference Directors of Athletics' aggregate annual compensation (on a per-year average basis for their respective remaining employment terms) and each team individually achieving an APR score of at least 930 or then current minimum level established by the NCAA to remain fully eligible for all competition, then upon written notice

thereof from WOODWARD to LSU, the parties shall enter good faith negotiations with respect to the necessary amendment(s) for a period of up to one hundred twenty (120) days following the written notice referenced in the previous sentence. For purposes of this section only - Incentive Compensation shall be included in the calculation of aggregate annual compensation payable to WOODWARD and COMPANY hereunder solely to the extent that the applicable incentive criteria were achieved during the last full contract year immediately prior to the calculation date, and incentive compensation shall be included in the corresponding calculations for other Southeastern Conference Directors of Athletics on the same basis.

5. **Retirement and Fringe Benefits.** WOODWARD shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, WOODWARD will also receive the following benefits, part or all of which may be payable by a Foundation, subject to approval of LSU and the Foundation:

- A. A family membership in a social club, athletic club, or country club, provided that: (i) monthly dues may be payable from Foundation funds, subject to approval of the Foundation; (ii) business-related expenses incurred in accordance with LSU and Foundation policy may be reimbursed from Foundation funds; and (iii) WOODWARD shall be responsible for payment of all personal charges;
- B. An appropriate mobile communications device and service;
- C. Use of two (2) courtesy vehicle(s) provided by dealership(s) and related insurance which may be reimbursed from Foundation funds; and
- D. Other reasonable and related employee benefits to be provided by a Foundation, as authorized by the President after a review by the LSU General Counsel or his designee and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

6. **Additional Revenue.**

- A. Subject to limitations imposed by this Section and compliance with applicable laws and Governing Athletics Regulations<sup>3</sup>, if any, and LSU's PM-11, WOODWARD

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<sup>3</sup> "Governing Athletic Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies or procedures, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the NCAA or the SEC



may earn or receive other revenue while employed by LSU provided, however, that WOODWARD shall obtain prior written approval from the President, which approval shall not be unreasonably withheld, before engaging in any commercial or private venture, transaction or endorsement, including the use of WOODWARD's name by any commercial, public or private entity. In accordance with NCAA rules, WOODWARD, whenever reasonably requested, but in no event less than annually, shall provide a written detailed account to LSU's President for all athletically-related income and benefits from sources outside LSU (including the amount and source of all such income). The approval of such athletically-related income and benefits shall be consistent with University Rules<sup>4</sup> related to outside income and benefits, if any, applicable to all full-time or part-time employees.

- B. If required by the NCAA, WOODWARD shall report annually to the President on or before the NCAA due date of each contract year, all athletically-related income from sources outside LSU, and LSU shall have reasonable access to all records of WOODWARD to verify this report.
- C. LSU does not guarantee any amount of Additional Revenue.

7. **Retirement Benefits.**

No sums paid or authorized under this Agreement, except for the Base Salary, shall be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. Only the Base Salary shall be considered for the purpose of computation of retirement benefits. State retirement benefit amounts will be computed on Base Salary only and in accordance with the limitations of Louisiana state retirement law.

8. **Termination.**

- A. Termination by LSU for Cause. At all times, WOODWARD shall serve at the pleasure of the President. LSU, acting through its President, may terminate this Agreement at any time for cause, which shall include, the following:

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or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the athletic programs of LSU. Governing Athletic Rules also shall include any acts of Congress or the State of Louisiana regulating college athletics, officials, athletes, or competition.

<sup>4</sup> "University Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies or procedures, bylaws, and constitution, and any and all amendments, supplements, or modifications thereto promulgated hereafter by LSU, including, without limitation, its President and the Director of Athletics, or by the Board of Supervisors.

- (1) Committing a material and substantial violation (including repeated lesser violations) of Governing Athletics Regulations; failing promptly to report any such material and substantial violation by another person to the Director of Compliance; or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;
- (2) A material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person under the supervision of Employee 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 and Employee did not report such violation as required by this Agreement, or (ii) Employee failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletics Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- (3) Pleading guilty or no-contest, or being convicted of (i) any felony, or (ii) any crime involving gambling, drugs, or alcohol;
- (4) Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings Employee into substantial public disrepute sufficient, at the discretion of LSU, in a manner sufficient to materially impair Employee's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude and breaches the high moral and ethical standards applicable to Employee as a visible representative of LSU, including but not limited to, a knowing and material act of dishonesty, misrepresentation, or fraud, or an act of violence where Employee is the aggressor; in each case whether or not it rises to level of criminal prosecution by the relevant authorities;
- (5) Unreasonable refusal or repeated failure to perform any duties imposed upon Employee herein, or failing to perform the same to the best of Employee's reasonable ability;
- (6) Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- (7) Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud in any written or verbal statements, including résumés,

provided by Employee to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person under Employee's supervision to commit such fraud;

- (8) Failure to respond fully and truthfully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person under Employee's supervision to fail to so respond;
- (9) 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;
- (10) 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;
- (11) 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;
- (12) Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by Employee is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a health care provider and used in accordance therewith.
- (13) 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;

- (14) Failing to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person under Employee's supervision to fail to reasonably cooperate in such investigation and enforcement;
- (15) 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);
- (16) Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which Employee has actual knowledge;
- (17) 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;
- (18) 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
- (19) Knowingly committing material violation(s) of the terms of this Agreement; provided, however, that in each case, to the extent curable, Employee has not cured the circumstances constituting "cause" within seven days of written notice thereof from University.

It is recognized that this sub-section (8.A) encompasses findings or determinations of violations during employment of WOODWARD at LSU or any other institution of higher learning.

- B. NCAA Enforcement. WOODWARD is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, WOODWARD may also be subject to disciplinary or corrective action by the NCAA as set forth in the provisions of the NCAA enforcement procedures if WOODWARD is found by the NCAA or LSU to be in violation of NCAA Bylaws. WOODWARD agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA.
- C. Notice. If LSU terminates this Agreement for cause under this Section 8, it shall give written notice to WOODWARD of its intention to so terminate this Agreement specifying the contractual provision upon which LSU relies thereon, the conduct which is the basis for the intent to terminate, and the intended effective date of termination, and shall allow Woodward a reasonable time period to respond to the notice.
- D. Termination for Cause/Loss of Compensation and Benefits. In the event this Agreement is terminated for cause under this Section 8, WOODWARD shall not be entitled to receive all or any part of Base Salary, Supplemental Compensation, bonus(es), other compensation or benefits of any nature under this Agreement, which have not been fully earned as of the date of termination. In no case shall LSU be liable to WOODWARD for the loss of any collateral business opportunities, or any other benefits, perquisites, income or consequential damages suffered by WOODWARD as a result of LSU's termination for cause under this Section 8.
- E. Termination by LSU Other Than for Cause. This Agreement may be terminated by LSU at any time other than for cause (as delineated in Section 8.A) upon ten (10) days written notice to WOODWARD. In the event of such termination by LSU other than for cause, LSU shall pay to WOODWARD and COMPANY, as applicable, as liquidated damages, in lieu of any and all legal remedies or equitable relief, the following: WOODWARD's Base Salary and COMPANY's Supplemental Compensation for the remaining term of this Agreement. The total liquidated damages owed under this Section 8.B shall be paid by LSU to WOODWARD and COMPANY in substantially equal monthly installments beginning the last day of the month of termination and continuing for the remaining term of this Agreement, unless otherwise excused, negated, reduced or extinguished under this Section 8.E. LSU may elect to accelerate the payment of any liquidated damages due. This Section 8.E is subject, however, to the following:
  - (1) All fringe benefits furnished by LSU shall terminate upon the date of termination of this Agreement, or in accordance with the terms of the specific benefit plan.

- (2) WOODWARD is required to mitigate LSU's obligations under this Section 8.E by making reasonable and diligent efforts (under the circumstances and opportunities then prevailing) to obtain an athletic director or other comparable employment position as soon as practicable following such termination.
- (3) If WOODWARD is employed elsewhere post-termination in an athletic director or other comparable employment position, LSU's obligations to pay WOODWARD and COMPANY as set forth in this Section 8.E shall be reduced by WOODWARD's and COMPANY's total compensation received from all sources related to such comparable position during the remaining term of this Agreement. LSU shall pay such reduced amount in substantially equal monthly installments after the date of WOODWARD's first day of employment elsewhere for the remaining term of this Agreement.
- (4) WOODWARD agrees that as a condition of him and COMPANY receiving any payment as set forth in this Section 8.E, except for earned but unpaid compensation to the date of termination and any legally protected rights WOODWARD has under any employee benefit plan maintained by LSU, WOODWARD or, in the case of any amounts due after WOODWARD's death, the person to whom those amounts are payable (collectively, the "Payee") must execute a comprehensive mutual release within sixty (60) days of the date of WOODWARD's termination in the form determined from time to time by LSU in its sole but reasonable discretion. Generally, the release will require the Payee and the Payee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees and assigns to release and forever discharge LSU and its trustees, officers, directors, agents, attorneys, successors and assigns from any and all claims, suits and/or causes of action that grow out of or are in any way related to WOODWARD's employment with LSU, other than any claim that LSU has breached this Agreement. This release will include, but not be limited to, any claim that LSU violated the Public Health Services Act; the Age Discrimination in Employment Act; the Older Worker's Benefit Protection Act; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1965 (as amended); the Family and Medical Leave Act; any state, federal law or local ordinance prohibiting discrimination, harassment or retaliation in employment; any claim for wrongful discharge in violation of public policy, claims of promissory estoppel or detrimental reliance, defamation, intentional infliction of emotional distress; or the public policy of any state; or any federal; state or local law relating to any matter contemplated by WOODWARD. The release will also require LSU, on behalf of itself and all of its and its trustees, officers, directors, agents, attorneys, successors, assigns, and affiliates, to release and forever discharge Payee and the Payee's personal or legal representatives,

executors, administrators, successors, heirs, distributees, devisees, legatees and assigns from any and all claims, suits and/or causes of action that grow out of or are in any way related to WOODWARD's employment with LSU. Upon WOODWARD's termination of employment with LSU, the Payee will be presented with a release and if the Payee fails to timely execute the release, the Payee agrees to forego any payment from LSU. WOODWARD and LSU acknowledge that each such party is an experienced person knowledgeable about the claims that might arise in the course of employment with LSU and knowingly agrees that the payments upon such termination provided for in this Agreement are satisfactory consideration for the release of all possible claims described in the release.

- (5) For purposes of this Section 8.E, any reference to WOODWARD's "termination of employment" by LSU (or any form of the phrase "termination of employment") shall mean WOODWARD's "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and Treasury Regulation Section 1.409A-1 (h).

F. Termination by WOODWARD. WOODWARD recognizes that his promise to work for LSU for the entire term of this Agreement is an essential consideration in LSU's decision to enter into this Agreement and employ him as the Director of Athletics. The value of this Agreement to LSU would be diminished were he to resign or otherwise terminate his employment as the Director of Athletics prior to the expiration of this Agreement. Accordingly, WOODWARD understands and agrees that he may, nevertheless, resign or otherwise terminate his employment under this Agreement prior to the expiration of this Agreement, but only upon the following terms and conditions:

- (1) WOODWARD agrees to provide the President with notice prior to engaging in any discussions or negotiations, directly or indirectly, for his prospective employment at any time before the expiration of this Agreement at any place other than LSU;
- (2) WOODWARD shall provide LSU with written notice of his termination of this Agreement;
- (3) Neither WOODWARD nor COMPANY shall be entitled to receive all or any part of Base Salary, Supplemental Compensation, bonus(es), other compensation or benefits of any nature under this Agreement, which have not been fully earned as of the date of termination; and
- (4) If WOODWARD terminates this Agreement on or before July 1, 2026, WOODWARD will pay (or will cause to be paid by a third party) to LSU as liquidated damages, and not as a penalty, an amount equal to TWO

MILLION DOLLARS (\$2,000,000.00). If Woodward terminates this agreement after July 1, 2026 but prior to July 1, 2028 WOODWARD will pay (or will cause to be paid by a third party) to LSU as liquidated damages, and not as a penalty, an amount equal to ONE MILLION DOLLARS (\$1,000,000.000). These liquidated damages are intended to reimburse LSU for expenses including, but not limited to (i) searching for, recruiting and hiring a new Director of Athletics, (ii) relocating a new Director of Athletics, and (iii) buying out the contract, if necessary, of the new Director of Athletics. The Parties agree that the liquidated damages provided for in this Section 8.F are a reasonable approximation of the damages that LSU would suffer were WOODWARD to terminate this Agreement within his first three years of employment by LSU. WOODWARD shall pay all such amounts to LSU within sixty (60) days after the date of WOODWARD's termination.

- G. Suspension or Other Disciplinary Action. If WOODWARD is found to have violated any law or Governing Athletic Rules or University Rules, WOODWARD may be subject to suspension or other disciplinary or corrective action as set forth in the NCAA enforcement provisions in addition to the actions LSU may take in accordance with Section 8.A or other provisions of this Agreement or LSU's written policies and procedures. In lieu of termination for cause, LSU may, at its sole discretion, suspend WOODWARD for a period not to exceed ninety (90) days for any one or more of the acts or omissions representing grounds for termination for cause under Section 8.A of this Agreement. LSU shall give WOODWARD written notice of the basis for the suspension and a reasonable time period to respond to the notice. During a period of suspension under this Section 8.G in lieu of termination for cause, neither WOODWARD nor COMPANY shall be entitled to receive any pro-rata portion of compensation, including but not limited to Base Salary, Supplemental Compensation or bonuses, under Section 4 of this Agreement; provided that if grounds for termination for cause under Section 8.A are ultimately found not to exist and WOODWARD is reinstated after such suspension, WOODWARD and COMPANY shall be entitled to promptly receive all amounts that were withheld during such suspension.
- H. Records and Information. All materials or articles of information, including, without limitation, personnel records or any other material or data, furnished to WOODWARD by LSU or developed by WOODWARD on behalf of LSU or at LSU's direction or for LSU's use or otherwise in connection with WOODWARD's employment hereunder are and shall remain the sole property of LSU. Within seventy-two (72) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, WOODWARD shall immediately cause any such materials in his possession or control, including, but not limited to, all building facility keys, courtesy vehicle keys, LSU credit cards, telephones and computers (including all other LSU issued technological devices) to be delivered to LSU.



- I. Death or Disability. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate automatically and shall be null and void upon the death of WOODWARD or if WOODWARD becomes totally or permanently disabled (as defined in Section 409A of the Internal Revenue Code) or is otherwise unable to perform duties in the essential functions of the job, with or without a reasonable accommodation. In the event of the inability of WOODWARD to perform the obligations described in this Agreement by reason of illness 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 one hundred twenty (120) 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.
- J. Interference with Coaches, Athletic Staff or Athletes. In the event of termination, WOODWARD agrees that he will not interfere with LSU's coaches, athletic staff or student-athletes or otherwise obstruct LSU's ability to transact business. If WOODWARD violates this provision, WOODWARD will not be entitled to any payments under Section 8.E and will be required to return any payments made pursuant to Section 8.E that have been disbursed.
- K. Waiver of Claims. The financial consequences of termination of this Agreement 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, neither WOODWARD nor LSU shall be entitled to receive any objective relief not specifically provided for herein, 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, camp or other outside activity, or expectation income, 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 WOODWARD of information or documents required by law. WOODWARD acknowledges that in the event of termination of this Agreement for cause, without cause, or otherwise, WOODWARD shall have no right to occupy the position of Director of Athletics and that his sole remedies are provided herein and shall not extend to injunctive relief. WOODWARD further acknowledges that he is not eligible for and agrees that he will not be considered for or granted tenure by LSU.

9. **Pre-existing Governing Athletic Rules Compliance Matters.**

- A. Disclosures. Prior to signing this Agreement, LSU's President, General Counsel and Senior Associate Athletic Director for Compliance have fully disclosed to

WOODWARD all material compliance issues relating to Governing Athletic Rules that are outstanding and known to any athletic department compliance personnel or to any employee of LSU at the Vice President level or above.

10. **Entire Contract.** This Agreement constitutes and expresses the entire agreement and understanding of the Parties concerning the employment of WOODWARD 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. All 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 this Agreement,
11. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by each of the other Parties, such approval and acceptance to be acknowledged in writing.
12. **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.
13. **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.
14. **Assignment.** Neither WOODWARD nor COMPANY may assign any rights or obligations that they respectively have under this Agreement.
15. **Sovereign Immunity Not Waived.** 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,
16. **“Force Majeure” Clause.** Neither party shall be considered in default performance of his or its 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, wind or flood or any requirements of law, or an act of God.
17. **Notice.** Any notice provided for herein shall be in writing and shall be deemed to have been given, delivered, or served when delivered personally to the party who is to receive

such notice or when mailed by U.S. registered or certified mail, postage prepaid, to such party.

Unless hereinafter changed by written notice to WOODWARD, any notice to LSU shall be sent to:

LSU Office of the President  
Attn: President  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808

With a copy to:  
LSU Office of Legal Affairs and General Counsel  
Attn: General Counsel  
3810 West Lakeshore Drive, Suite 124  
Baton Rouge, LA 70808

Unless hereinafter changed by written notice to LSU, any notice to WOODWARD shall be delivered or mailed to the following address or home address on file:

Scott Woodward  
LSU Director of Athletics  
LSU Athletics Administration Building  
Baton Rouge, LA 70803

18. **Governing Law and Jurisdiction.** This Agreement shall be subject to and construed in accordance with the laws of Louisiana. Any action to enforce this Agreement shall be brought in a state or federal court of competent jurisdiction located within East Baton Rouge Parish, Louisiana.

IN WITNESS WHEREOF, the Parties hereto have executed this Amended and Restated Employment Agreement and made it effective on the day, month and year first above written.

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

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

\_\_\_\_\_  
Scott Woodward, Director of Athletics

RYAN ERIC, LLC

By: \_\_\_\_\_  
Scott Woodward, Authorized Signatory



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## Board of Supervisors

### RISK MANAGEMENT COMMITTEE

BOARD OF SUPERVISORS MEETING | OCTOBER 21, 2022



Office of Internal Audit

Louisiana State University

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

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# Quarterly Audit Summary

*Fiscal Year 2023, 1<sup>st</sup> Quarter*



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## Health Sciences Center Shreveport (HSCS)

### **Supplemental Compensation**

#### Audit Initiation:

This audit was included on the Board-approved audit plan. Consulting firm Ernst & Young (EY) conducted the engagement.

#### Audit Scope and Objectives:

The objective of the review was to assess the process for authorizing, calculating, and distributing clinical supplements to HSCS physicians. The scope covered the period of July 1, 2020, through June 30, 2021. Samples were selected from the Urology, Oral Maxillofacial Surgery (OMFS), and Neurosurgery departments.

#### Audit Findings and Recommendations:

EY provided management with the following recommendations to improve controls related to physician compensation:

- Enhance documentation surrounding physician pay, including fair market value analyses and work relative value unit calculations.
- Implement formalized policies and procedures to govern physician contract administration and supplemental pay such as inclusion of term/renewal clauses, document retention requirements, monitoring for compliance, and processes for initiating, reviewing, approving, and remitting supplemental pay to physicians.
- Consider utilizing tools or technology to enable physicians to record hours worked for various coverage and on-call contracts, which would improve the accuracy of physician hours used to calculate third party invoices and enhance documentation of approvals.

#### Management's Response and Corrective Action Plan:

Management agreed with the recommendations and is in the process of implementing corrective action, which will be complete by June 30, 2023.



## Health Care Services Division (HCSD)

### **Evaluation and Management (E&M) Levels**

#### Audit Initiation:

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

#### Audit Scope and Objectives:

The primary objective of this review was to evaluate the effectiveness of controls at Lallie Kemp Regional Medical Center (LAK) designed to mitigate risks related to assigning E&M levels and billing for patient services. The scope covered outpatient encounters that occurred during Fiscal Year 2022.

#### Audit Findings and Recommendations:

Based on the results of testing, we offered LAK management the following recommendations:

- Strengthen controls regarding documentation of patient encounters including fully completing the information required for the system to generate the E&M level. Should the E&M level be assessed manually, the code should be selected in accordance with LAK policy, supported by the information documented in the patient’s medical record.
- Continue working through the backlog of overdue accounts and, going forward, ensure past due accounts are referred to the Louisiana Office of Debt Recovery timely.

#### 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 November 30, 2022.

## Louisiana State University Eunice (LSUE)

### **Management Letter (Louisiana Legislative Auditor)**

#### Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor’s (LLA) Office.

### Audit Scope and Objectives:

The primary purpose of the procedures was to evaluate controls LSUE uses to ensure accurate financial reporting, compliance with applicable laws and regulations, and accountability over public funds. In addition, they determine whether management took action to correct the from the prior report. The scope covered the period July 1, 2020, through June 30, 2022.

### Audit Findings and Recommendations:

Three prior audit findings were corrected; however, the prior report findings related to controls over student refunds, submission of past due student accounts receivable for collection, and compliance with timekeeping record requirements have not been resolved. As such, LLA provided the following recommendations:

- Review and update its procedures for issuing student refunds to ensure proper segregation of duties exist and that all transactions are sufficiently reviewed and approved prior to the refund being issued.
- Update and follow its written procedures on submitting past due accounts to the Attorney General for collection to ensure compliance with state law.
- Design and implement written policies and procedures that require attendance certifications be submitted timely and monitoring to ensure that the certifications are being completed.

### Management's Response and Corrective Action Plan:

Management is in the process of implementing controls and procedures, which they plan to be complete by January 31, 2023.



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## Board of Supervisors

### MEETING MINUTES

BOARD OF SUPERVISORS MEETING | OCTOBER 21, 2022

MINUTES  
LSU BOARD OF SUPERVISORS MEETING

*Board Room, University Administration Building  
3810 West Lakeshore Drive, Baton Rouge, LA 70808*

*Thursday, September 8 – Friday, September 9, 2022 | Time: 2:00 p.m. & 9:00 a.m. CT*

I. Call to Order and Roll Call

Mr. Rémy Voisin Starns, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on September 8, 2022.

Present

Mr. Rémy Voisin Starns, Chair  
Ms. Valencia Sarpy Jones, Chair-elect  
Mr. Robert Dampf, Past Chair  
Ms. Laurie Lipsey Aronson  
Mr. Glenn Armentor  
Mr. Wayne Brown  
Mr. Randy Morris  
Mr. Patrick C. Morrow  
Ms. Lizzie Shaw  
Mr. Collis Temple Jr.  
Ms. Mary Leach Werner  
Mr. James Williams  
Mr. Jimmie Woods  
Mr. Richard Zuschlag

Absent

Mr. Jay Blossman  
Mr. Lee Mallett

Also participating in the meeting were the following: Dr. William F. Tate IV, President of LSU; Mr. Winston DeCuir, General Counsel for LSU; University officer and administrators of the campuses; faculty and staff representatives; interested citizens and representatives of the news media.

II. Invocation and Pledge of Allegiance

The invocation was offered by Mr. Brandon LaGrone, mass communications junior and member of the President's Millennial Scholars Program. The Pledge of Allegiance was delivered by MS. Lizzie Shaw and Mr. Carlos Brister, Southern University Student Body President.

III. Public Comment

There were no individuals registered for public comment.

IV. Committee Meetings

Mr. Starns adjourned the regular meeting to convene the committee meetings.

#### 4.A. Research and Agricultural Extension Committee

Present for the Research and Agricultural Extension Committee were Ms. Werner, Ms. Aronson, Mr. Brown, Ms. Jones, Mr. Morris, Ms. Shaw and Mr. Temple.

##### 4.A.1. Presentation on LSU AgCenter Rice Breeding and Genetics

Adam Famoso, rice breeder and geneticist, provided an informative report.

No action needed on the item.

#### 4.B. Academic Committee

Present for the Academic Committee were Mr. Armentor, Mr. Morrow, Mr. Dampf, Ms. Jones, Ms. Shaw, Mr. Woods, and Mr. Williams.

##### 4.B.1. Recommendation to Approve a Tuition Increase for LSU's University Laboratory School

Upon motion by Mr. Morrow, seconded by Mr. Dampf, the item was approved without objection

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the tuition increase for LSU's University Laboratory School.

##### 4.B.2. Consent Agenda

There were six items on the consent agenda.

Upon motion by Mr. Morrow, seconded by Mr. Williams, the following items were approved without objection.

Request from LSU A&M for Continued Authorization of the Stephenson Disaster Management Institute

**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 continued authorization of the Stephenson Disaster Management Institute.

Request from LSU Eunice to Establish the Margaret Edwards Nursing Scholarship

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Eunice to establish the Margaret Edwards Nursing Scholarship.

Request from LSU Eunice to Establish the LSUE Athletic Scholarship

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

Request from LSU Alexandria to Name the Alexandria Business Foundation Conference Room

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Alexandria to name the Alexandria Business Foundation Conference Room.

Request from the LSU A&M to Convert the Hermann Moyses, Jr./Louisiana Bankers Association Chair of Banking into Two Endowed Professorships

**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 conversion of the Hermann Moyses, Jr./Louisiana Bankers Association Chair of Banking into two endowed professorships:

- Herman Moyses, Jr./Louisiana Bankers Association Professorship in Financial Services
- Hermann Moyses, Jr./Louisiana Bankers Association Professorship in Banking

**BE IT FURTHER RESOLVED** that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the request from LSU A&M to convert the Hermann Moyses, Jr./Louisiana Bankers Association Chair of Banking into two endowed professorships:

- Herman Moyses, Jr./Louisiana Bankers Association Professorship in Financial Services
- Hermann Moyses, Jr./Louisiana Bankers Association Professorship in Banking

Recommendation to Approve an Addition to the LSU Campuses' Three-year Academic Plan

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the addition to the LSU Campuses' Three-year Academic Plan.

#### **4.C. Finance Committee**

Present for the Finance Committee were Mr. Brown, Mr. Woods, Ms. Aronson, Ms. Werner, and Mr. Zuschlag.

##### **4.C.1. Recommendation to Approve the Fiscal Year 2022-2023 Operating Budget**

Upon motion by Ms. Aronson, seconded by Ms. Werner, the item was approved without objection.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the operating budget for the fiscal year ending June 30, 2023, providing:

- a) Final approval and commitment authorization of funds for unrestricted educational and general, medical, and related expenses in the amount of \$1,268,550,270 for the campuses shown below.

LSU A&M  
LSU Agricultural Center  
LSU Alexandria  
LSU Eunice  
LSU Shreveport  
LSU Health Sciences Center, New Orleans

LSU Health Sciences Center, Shreveport  
LSU Pennington Biomedical Research Center  
The Hospital and Central Office of the LSU Health Care Services Division

- b) Commitment authorizations for auxiliary enterprises, grants and contracts, and other restricted funds estimated to be \$2,000,563,290.
- c) Transactions included or referred to in the operating budget that otherwise require Board approval are not approved by mere inclusion in the operating budget.

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

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

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

4.C.2. Supplier Diversity Update

Ms. Kimberly Lewis provided current statistics on the status of the Supplier Diversity Program.

4.C.3. Board Scholarship Program

This item was tabled for a later date.

**4.D. Property and Facilities Committee**

Present for the Property and Facilities were Mr. Morrow, Mr. Brown, Ms. Aronson, Mr. Dampf, Mr. Woods, and Mr. Zuschlag.

4.D.1. Request for the Approval of the FY 2023-2024 Five-Year Capital Outlay Budget Request and First Year Prioritized List for Louisiana State University

No action taken on the item. (*See item VIII*)

4.D.2. Utilities Initiative Update

Status report of the initiative given by Mr. Tony Lombardo.

**4.E. Athletics Committee**

Present for the Athletics Committee were Mr. Temple, Mr. Armentor, Mr. Brown, Mr. Dampf, Ms. Jones, Mr. Morrow, Ms. Werner, and Mr. Williams.

4.E.1. Request from LSU Athletics to Increase Baseball Ticket Prices, Parking, and Tradition Fund

Upon motion by Mr. Dampf, seconded by Mr. Williams, the item was approved without objection.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby approve the amendment to the LSU Athletic Ticket, Parking, and Tradition Fund Policy pertaining Schedule C for LSU Baseball season ticket pricing as presented on September 8, 2022; and

**BE IT FURTHER RESOLVED**, the Board authorizes season parking increases up to \$25 per lot per season with written approval by the President or designee, in consultation with the Board Chair and Athletics Committee Chair.

**4.F. Risk Management Committee**

Present for the Risk Management Committee were Ms. Aronson, Mr. Armentor, Mr. Brown, Mr. Dampf, Ms. Shaw, Mr. Temple, Ms. Werner, Mr. Williams, Mr. Woods, and Mr. Zuschlag.

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

4.F.1. Update on Clinical Trials Program at HSCNO/HCS

Mr. Brackin provided an informative report.

4.F.2. 2022 4<sup>th</sup> Quarter Audit Summary

Upon motion by Mr. Dampf, seconded by Mr. Woods, the report was accepted without objection.

4.F.3. Fiscal Year 2022 Annual Report

Upon motion by Ms. Werner, seconded by Mr. Dampf, the report was accepted without objection.

V. Reconvene Board Meeting

On Friday, June 17, 2022, the regular meeting was called to order. Roll call was conducted.

Present

Mr. Rémy Voisin Starns, Chair  
Ms. Valencia Sarpy Jones, Chair-elect  
Mr. Robert Dampf, Past Chair  
Ms. Laurie Lipsey Aronson  
Mr. Glenn Armentor  
Mr. Wayne Brown  
Mr. Lee Mallett  
Mr. Randy Morris  
Mr. Patrick C. Morrow  
Ms. Lizzie Shaw  
Mr. Collis Temple Jr.  
Ms. Mary Leach Werner  
Mr. James Williams  
Mr. Jimmie Woods



Mr. Richard Zuschlag

Absent

Mr. Jay Blossman

VI. Approval of Minutes from the August 2, 2022 Meeting

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

VII. Policy Updates following 2022 Legislative Session

- A. Act 727 of 2022 (Free Speech Policy)
- B. Act 464 of 2022 (Student Discipline Policy)

Upon motion by Mr. Temple, seconded by Mr. Zuschlag, the policy changes were approved without objection.

VIII. Approval of the FY 2023-2024 Five-Year Capital Outlay Budget Request and First Year Prioritized List for Louisiana State University

Upon motion by Mr. Morrow, seconded by Mr. Dampf, the item was approved without objection.

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

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

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

IX. Personnel Actions Requiring Board Approval

Upon motion by Ms. Jones, seconded by Mr. Mallett, the item was approved without objection.

X. Reports to the Board

- A. LSU Semi-Annual Financial Report for the Six-Month Period Ending June 30, 2022
- B. LSU Quarterly Supplier Diversity Spend Report for Period Ending June 30, 2022
- C. Affiliated Entities Reimbursement Report
- D. Q4 Personnel Actions Information Report

Upon motion by Ms. Werner, seconded by Mr. Dampf, the reports were approved.

XI. Reports from Faculty Advisors and Staff Advisors

Dr. Kamboj provided an informative report on behalf of the Faculty Advisors

Ms. Tammy Millican provided an informative report on behalf of the Staff Advisors.

XII. President's Report

The president provided an informative report.

XIII. Chancellor's Report

The chancellors provided updates and news from their respective campuses.

XIV. Approval of Committee Recommendations

Mr. Starns called for a motion to accept all committee recommendations. Motion to approve by Mr. Armentor, seconded by Mr. Mallett. Without objection, the recommendations were approved.

XV. Chair's Report

Mr. Starns reflected on the past year as chairman.

XVI. Oath of Office for Chair

Mr. James Williams administered the Oath of Office to Ms. Valencia Sarpy Jones.

XVII. Election of Chair-Elect

Mr. Williams reported that the Nominating Committee met on July 18. After due deliberation, the committee voted to nominate Mr. Jimmie Woods, Sr. as Chair-Elect.

Chairman Jones opened the floor for additional nominations. Motion by Mr. Starns to close nominations. The motion was seconded by Mr. Morrow. Without objections, the nominations were closed.

Chairman Jones called for a vote in favor of electing Mr. Jimmie Woods as chair-elect. Without objection, Mr. Woods was elected as chair-elect.

XVIII. Oath of Office for Chair-Elect

Former Appellate Court Judge Regina Bartholomew-Woods administered the Oath of Office to Mr. Jimmie Woods, Sr.

XIX. Resolution Reading

On behalf of the Board of Supervisors, Chairman Jones presented a resolution to Mr. Starns for his service as the 2021-22 Chair. The Board voted unanimously to approve the following resolution.

**WHEREAS**, Chairman Rémy Voisin Starns was appointed by Governor John Bel Edwards to the LSU Board of Supervisors on June 5, 2018, from the First Congressional District; and

**WHEREAS**, Chairman Starns was chosen among his peers as Chair-Elect and assumed the role of Chairman on September 10, 2021; and

**WHEREAS**, Chairman Starns' leadership focus encompassed the entirety of LSU's 8 campuses, agricultural extension, and extensive research across 64 parishes; and

**WHEREAS**, Chairman Starns conferred degrees on the largest and most diverse graduating classes; and

**WHEREAS**, Chairman Starns shaped the future of LSU by initiating long-term efforts such as NCI Designation, carbon capture and hydrogen fuel initiatives, procurement of a brand-new supercomputer, creation of the cyber security program, and the complete revamping of the Title IX, Diversity, and Inclusion programs; and

**WHEREAS**, Chairman Starns successfully led historic diplomatic efforts for LSU, meeting with congressional delegation partners in Washington D.C. and across the State of Louisiana; and

**WHEREAS**, Chairman Starns established and hosted the first ever Louisiana Higher Education Leadership Dinner attended by Governor John Bel Edwards, the Supervisors and System Presidents of all higher education systems in Louisiana, and the Regents; and

**WHEREAS**, Chairman Starns supported and advocated for increased access to educational opportunities for all students by the permanent installation of test-optional admissions at LSU; and

**WHEREAS**, Chairman Starns spotlighted medical education and research, including a bariatric surgical procedure that he personally experienced; and

**WHEREAS**, Chairman Starns cultivated an environment which resulted in record legislative appropriations and donations which exceeded \$500 million; and

**WHEREAS**, Chairman Starns championed efforts to increase opportunities for all prospective students particularly those from historically underrepresented or resource-challenged backgrounds; and

**THEREFORE BE IT RESOLVED**, the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College wishes to express its deepest gratitude and appreciation to Chairman Rémy Voisin Starns for his tireless devotion, exemplary leadership, and unequalled service in support of the entire university system and for fulfilling his role as Chairman while exhibiting the highest standards of honor, courage, and professionalism.

XX. Remarks

Remarks presented to the chairman by Ms. Katrina Dunn, the Immediate Past President of the A.P. Tureaud, Sr., LSU Black Alumni Chapter.

XXI. Adjournment

Without an further business before the Board, a motion to adjourn by Mr. Williams, seconded by Mr. Mallett.





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## Board of Supervisors

### REPORTS TO THE BOARD

BOARD OF SUPERVISORS MEETING | OCTOBER 21, 2022

**Report to LSU Board of Supervisors:  
All Campuses Last 3 Years**

**Transfers of Title to Immovable Property**

Updated September 28, 2022

<b>2022-2023</b>						
<b>Campus</b>	<b>Transfer Description</b>	<b>Value</b>	<b>State ID</b>	<b>Site Code</b>	<b>Approved by</b>	<b>Transfer Date</b>
<b>2021-2022</b>						
<b>Campus</b>	<b>Transfer Description</b>	<b>Value</b>	<b>State ID</b>	<b>Site Code</b>	<b>Approved by</b>	<b>Transfer Date</b>
<b>2020-2021</b>						
<b>Campus</b>	<b>Transfer Description</b>	<b>Value</b>	<b>State ID</b>	<b>Site Code</b>	<b>Approved by</b>	<b>Transfer Date</b>
<b>HSCNO</b>	Purchase of Property at 508-510 S. Galvez St., New Orleans	\$240,000	n/a	n/a	Interim Pres. Gallig	08/28/20
<b>LSU A&amp;M</b>	Act of Donation by Tiger Athletic Foundation of Alex Box Team Room Renovations	\$397,736			Int. Pres. Galligan	03/08/21
<b>LSU A&amp;M</b>	Act of Donation by Tiger Athletic Foundation of Cox Academic Center Computer Lab	\$820,002			Int. Pres. Galligan	03/08/21
<b>LSU A&amp;M</b>	Act of Donation by Tiger Athletic Foundation of Football Operations Air Handler Upgrades	\$479,094			Int. Pres. Galligan	03/08/21
<b>LSU A&amp;M</b>	Act of Donation by Tiger Athletic Foundation of Gymanastic Practice Facility Vault Life Installation	\$142,871			Int. Pres. Galligan	03/08/21
<b>LSU A&amp;M</b>	Act of Donation by Tiger Athletic Foundation of PMAC Floor Expansion and Refinishing	\$159,662			Int. Pres. Galligan	03/08/21
<b>LSU A&amp;M</b>	Act of Donation by Tiger Athletic Foundation of Pete Maravich Assembly Center Indoor Lighting Replacement	\$83,873			Int. Pres. Galligan	03/08/21
<b>LSU A&amp;M</b>	Act of Donation by Tiger Athletic Foundation of Tiger Stadium East and West Bowl Structural Repairs	\$484,496			Int. Pres. Galligan	03/08/21
<b>LSU A&amp;M</b>	Act of Donation by Tiger Athletic Foundation of Tiger Stadium Room Updatesawton	\$421,587			Int. Pres. Galligan	03/08/21
<b>LSU A&amp;M</b>	Act of Donation by Tiger Athletic Foundation of Tiger Stadium North Players Chute Improvements	\$151,620			Int. Pres. Galligan	03/08/21
<b>LSU A&amp;M</b>	Act of Donation by Tiger Athletic Foundation of Tiger Stadium West Plaza National championship Monument Upgrades	\$88,034			Int. Pres. Galligan	03/08/21
<b>LSU A&amp;M</b>	Act of Donation by SLA, LLC of Julian T. White Mural to the atrium of the design building in the College of Art & Design	\$56,000			Int. Pres. Galligan	05/27/20

**Report to LSU Board of Supervisors:  
All Campuses Last 3 Years**

**Approval of Requests for Timber Sales**

Updated September 28, 2022

<b>2022-2023</b>							
<b>Campus</b>	<b>Location</b>	<b>Parish</b>	<b>Acreage</b>	<b>Payment</b>	<b>Designated Timber to be Removed:</b>	<b>Approved by</b>	<b>Approval Date</b>
<b>2021-2022</b>							
<b>Campus</b>	<b>Location</b>	<b>Parish</b>	<b>Acreage</b>	<b>Payment</b>	<b>Designated Timber to be Removed:</b>	<b>Approved by</b>	<b>Approval Date</b>
<b>2020-2021</b>							
<b>Campus</b>	<b>Location</b>	<b>Parish</b>	<b>Acreage</b>	<b>Anticipated Payment</b>	<b>Designated Timber to be Removed:</b>	<b>Approved by</b>	<b>Approval Date</b>
AgCenter	Lee Memorial Forest	Washington	168	\$53,990.00	Pine saw timber, pine pulpwood, hardwood saw timber, and hardwood pupl components	AVP Martin	9/16/2020
AgCenter	Bob R. Jones Widlwild Research Station	E. Feliciana	91	\$145,000.00	Pine saw timber, pine pulpwood, hardwood saw timber, and hardwood pupl components	AVP Martin	3/1/2021

**Report to LSU Board of Supervisors:  
All Campuses Last 3 Years**

**Capital Improvements Projects above \$175,000**

Updated September 28, 2022

	<b>2022-2023</b>		<b>AMOUNT APPROVED</b>	<b>FUNDS SOURCE</b>	<b>APPROVED BY</b>	<b>APPROVAL DATE</b>
<b>LSU</b>	Chemical Engineering Building- Shop 164 Renovations		\$275,000	Engineering Excellence Fund	Exec. VP Lewis	08/02/22
	UREC New Challenge Course 2022		\$250,000	Auxiliary Funds	Exec. VP Lewis	08/02/22
		<b>Total LSU</b>	<b>\$525,000</b>			
<b>LSUS</b>	University Center Heating Water Boilers		\$300,000	Operational Funds	Exec. VP Lewis	06/13/22
		<b>Total LSUS</b>	<b>\$300,000</b>			
	<b>TOTAL CAPITAL PROJECTS APPROVALS 2022-2023</b>		<b>\$825,000</b>			



**Report to LSU Board of Supervisors:  
All Campuses Last 3 Years**

**Capital Improvements Projects above \$175,000**

Updated September 28, 2022

	2021-2022		AMOUNT APPROVED	FUNDS SOURCE	APPROVED BY	APPROVAL DATE
LSU	Alex Box: Exterior Councourse Stair Repairs		\$216,000	MRA Funds	Exec. VP Lewis	05/25/22
	Chemistry & Materials Building: Room 144C Renovations		\$286,000	Restricted, Federal Grants, Contracts, Research	Interim Exec. VP Torres	01/19/22
	Child Care Center Playground Renovations		\$250,000	Other: Grant for playgrounds	Exec. VP Lewis	06/15/22
	ECA Bldg 3 & 12 Roof Repairs		\$550,000	Auxiliary Funds	Exec. VP Lewis	02/11/22
	French House Honors College Site & Landscaping Improvements Phase 1a		\$460,000	Ancillary Self Generated Revenue	Interim Exec. VP Torres	09/07/21
	Himes, Lockett and Prescott-1st Floor Restrooms Modifications for ADA Compliance		\$360,000	Facility Access Fee-Auxiliary Self Gen Funds	Interim Exec. VP Torres	10/06/21
	Johnston Hall 2nd-3rd Floor SW Wing Renovation		\$198,000	Other: Indirect Cost Allocation	Exec. VP Lewis	05/10/22
	Life Sciences Building-Room 613 Lab Renovations		\$260,000	Operational Funds	Interim Exec. VP Torres	12/01/21
	Life Sciences Building-Rooms 512 & 515 Lab Renovations		\$225,000	Operational Funds	Interim Exec. VP Torres	01/19/22
	PERTT Electrical Improvements, Phase 2		\$280,000	Auxiliary Funds	Exec. VP Lewis	06/14/22
	Residential College: Boiler Replacement Design		\$250,000	Auxiliary Funds	Exec. VP Lewis	05/10/22
	Student Union 4th Floor Renovation for Student Affairs		\$250,000	Auxiliary Funds	Exec. VP Lewis	05/10/22
	Student Union Ballroom Renovations		\$880,000	Auxiliary Funds	Exec. VP Lewis	03/15/22
	SVM: Pharmacy Relocation to Main Lobby		\$350,000	Self-Generated	Exec. VP Lewis	02/11/22
	SVM: Rm 2536, 2538, 2538A, 2540 Lab Renovations		\$190,000	Operational Funds	Exec. VP Lewis	04/13/22
	Tiger Stadium Level 3B Structural Repairs		\$455,000	Auxiliary Funds	Interim Exec. VP Torres	01/19/22
	WCA Bldg 5: Roof Repairs		\$245,000	Auxiliary Funds	Exec. VP Lewis	02/11/22
	<b>Total LSU</b>		<b>\$5,705,000</b>			
LSUA	HVAC UVC Additions		\$226,500	CARES Act Funding	Interim Exec. VP Torres	01/22/22
	Room UVC Additions		\$200,000	CARES Act Funding	Interim Exec. VP Torres	01/23/22
	Room UVC Additions Budget Increase		\$90,000	CARES Act Funding	Exec. VP Lewis	04/21/22
	<b>Total LSUA</b>		<b>\$516,500</b>			
LSUE	Health Technology Building Gas System Upgrade/Lab Reno		\$187,000	CARES Act Funding	Exec. VP Lewis	\$44,694
	Plumbing Fixture Upgrade		\$268,920	CARES Act Funding	Interim Exec. VP Torres	11/01/21
	<b>Total LSUE</b>		<b>\$455,920</b>			
LSUS	Bronson Hall Elevator Equipment & cab Upgrades		\$290,000	Operational Funds	Interim Exec. VP Torres	07/26/21
	HPE Building Equipment Pavilion Climate Chamber budget <i>additional funds added to original \$203,000</i>		\$92,000	Operational Funds	Interim Exec. VP Torres	07/05/21
	New Science Building Annex		\$385,000	Operational Funds	Exec. VP Lewis	05/13/22
	Pool Closure		\$318,000	Operational Funds	Exec. VP Lewis	02/22/22
	<b>Total LSUS</b>		<b>\$1,085,000</b>			
HSCNO	Allied Health/School of Nursing (AHSON) 3rd Fl. Coffee Kiosk		\$175,000	Operational Funds	Exec. VP Lewis	05/24/22
	Lions Eye Center 1st Floor Restrooms		\$450,000	Operational Funds	Exec. VP Lewis	05/24/22
	Medical Education Building (MEB) 4th Fl. Restrooms		\$278,000	Operational Funds	Exec. VP Lewis	05/24/22
	<b>Total HSCNO</b>		<b>\$903,000</b>			
<b>TOTAL CAPITAL PROJECTS APPROVALS 2021-2022</b>			<b>\$8,665,420</b>			

**Report to LSU Board of Supervisors:  
All Campuses Last 3 Years**

**Capital Improvements Projects above \$175,000**

Updated September 28, 2022

	<b>2020-2021</b>		<b>AMOUNT APPROVED</b>	<b>FUNDS SOURCE</b>	<b>APPROVED BY</b>	<b>APPROVAL DATE</b>
<b>LSU</b>	Alex Box Champions Club Seating Replacement		\$225,000	Self-Generated	Interim Exec. VP Torres	04/22/21
	Chemistry & Materials Building: Room 122 Renovations		\$276,901	Self-Generated	Exec. VP Layzell	09/05/20
	Chemical Engineering Building Shop Renovation		\$225,000	Operational Funds	Interim Exec. VP Torres	06/27/20
	Design Building Boyce Gallery		\$220,000	Operational Funds	Interim Exec. VP Torres	04/28/21
	Firing Range Facility rebid		\$375,000	Operational Funds/Other Funds	Exec. VP Layzell	09/15/20
	Hill Memorial Library room 108 & 109 Renovations		\$348,000	Foundation Funds	Interim Exec. VP Torres	04/01/21
	Hodges Hall 119-132A-132D-148-150 Renovations		\$220,000	Operational Funds	Interim Exec. VP Torres	04/01/21
	Jesse Coates 3rd Floor Biology Lab Renovations		\$495,000	Other Ancillary self-generated revenues	Interim Exec. VP Torres	12/16/20
	PERTT 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
	Thomas Boyd Hall Office of the Bursar Renovation 2021		\$185,000	Cares Act Funding	Interim Exec. VP Torres	04/22/21
	University Stores Renvations for Parking & Transportation		\$730,000	Other Ancillary self-generated revenues	Interim Exec. VP Torres	12/16/20
	<b>Total LSU</b>		<b>\$4,674,901</b>			
<b>LSUS</b>	Noel Library Student Development Suite		\$318,000	Operational Funds	Interim Exec. VP Torres	03/08/21
	HPE Building Equipment Pavilion Climate Chamber		\$203,000	Operational Funds	Interim Exec. VP Torres	03/29/21
	Science Building & Technology Center Building Emergency Power System		\$305,000	Tuition & Fees	Exec. VP Layzell	10/22/20
	Sports Fields Drainage Improvements (Options A,B,C)		\$202,298	Operational Funds	Interim Exec. VP Torres	04/09/21
	Technology Center Air Handling Unit Replacement Budget Increase Additional Funds		\$135,000	Operational Funds	Interim Exec. VP Torres	04/22/21
	Technology Center Air Handling Unit Replacement		\$360,000	Operational Funds	Interim Exec. VP Torres	01/15/21
	<b>Total LSUS</b>		<b>\$1,523,298</b>			
<b>HSCNO</b>	Data Center HVAC Replacement of Air Cooled Chiller		\$260,000	Operational Funds	Interim Exec. VP Torres	04/20/21
		<b>Total HSCNO</b>	<b>\$260,000</b>			
<b>HSCS</b>	Med/Peds and Genral Internal Renovations		\$387,225	Fees generated from physician collections	Interim Exec. VP Torres	11/17/20
		<b>Total HSCS</b>	<b>\$387,225</b>			
<b>HCS D</b>	Lallie Kemp Modular Clinic Building		\$490,000	Other Funds: Cares Act Funding	Interim Exec. VP Torres	03/23/21
		<b>Total HCS D</b>	<b>\$490,000</b>			
<b>PBRC</b>	Renovations to Animal Metabolism & Behavioral Core Facility			\$300,000 Federal Grant Funding/ \$165,000		
	Comparative Biology Bldg. E		\$465,000	Operational Funds	Interim Exec. VP Torres	05/07/21
	<b>Total PBRC</b>		<b>\$465,000</b>			
<b>TOTAL CAPITAL PROJECTS APPROVALS 2020-2021</b>			<b>\$7,800,424</b>			

**Report to LSU Board of Supervisors:  
All Campuses Last 3 Years**

**Design Contracts**

Updated September 28 2022

	2022-2023		Designer Fee	Reimbursables or other fees	Revised Total	Designer	Approved by	Approval Date
<b>LSU A&amp;M</b>	College of Science Masterplan Study Update 2021 Planning Study		\$74,650	\$0	\$74,650	Coleman Partners Architects	AVP Mahaffey	11/03/21
	Tiger Stadium Level 3B Structural Repairs		\$42,163	\$1,000	\$43,163	Wardlaw Lasseigne & LeBourf LLC	AVP Mahaffey	01/24/22
	SVM Pharmacy Relocation to Main Lobby		\$36,513	\$2,500	\$39,013	Tipton Associates APAC	AVP Mahaffey	02/01/22
	Foster Hall Basement, Frst, Second Floor Renovations 2022		\$31,765	\$0	\$31,765	Bradley-Blewster & Associates	AVP Mahaffey	02/02/22
	Chenistry & Materials Bldg Room 144C Renovations		\$31,765	\$1,000	\$32,765	Bradley-Blewster & Associates	AVP Mahaffey	02/02/22
	SVM Grant Application for DLAM Vivarium Lab Expansion Planning Study		\$17,000	\$0	\$17,000	Washer Hill Lipscomb Cabaniss Architecture LA LLC-WHLC Architecture	AVP Mahaffey	03/10/22
	Student Union Ballroom Renovations		\$77,935	\$26,840	\$104,775	NANO LLC	AVP Mahaffey	03/17/22
	Lab School STEAM K-12 Education Outreach Center Planning Study		\$24,500	\$0	\$24,500	Tipton Associates APAC	AVP Mahaffey	03/29/22
	Nelson Memorial Bldg. Renovations		\$25,813	\$23,780	\$49,593	Didier Architecture	AVP Mahaffey	04/18/22
	Residential College Boiler Replacement		\$15,500	\$0	\$15,500	IMC Consulting Engineers	AVP Mahaffey	05/09/22
	Johnston Hall 2nd & 3rd Floor SW Wing Renovations		\$14,000	\$4,000	\$18,000	Tipton Associates APAC	AVP Mahaffey	05/10/22
	<b>Subtotal</b>		<b>\$391,605</b>	<b>\$59,120</b>	<b>\$450,725</b>			
<b>LSU A&amp;M</b>	SVM Auditorium, Restroom and Lab Renovations		\$287,538	\$0	\$287,538	Bradley-Blewster & Associates	Architect Selection Bd.	07/20/22
	SVM Junior Surgery Renovations		\$328,413	\$0	\$328,413	Hoffpauir Studio LLC	Architect Selection Bd.	07/20/22
	<b>Subtotal</b>		<b>\$615,951</b>	<b>\$0</b>	<b>\$615,951</b>			
	<b>Total LSU A&amp;M</b>		<b>\$1,007,556</b>	<b>\$59,120</b>	<b>\$1,066,676</b>			
<b>HSCS</b>	Renovation of Gross Anatomy Lab		\$98,313	\$0	\$98,313	Aillet, Fenner, Jolly & McClelland, Inc.	Architect Selection Bd.	10/13/21
	<b>Total HSCS</b>		<b>\$98,313</b>	<b>\$0</b>	<b>\$98,313</b>			
<b>LSUE</b>	New Baseball Stadium Athletic Complex Facility		\$699,071	\$0	\$699,071	RHH Architects, APAC	Architecture Selection Bd	09/21/22
	<b>Total LSUE</b>		<b>\$699,071</b>	<b>\$0</b>	<b>\$699,071</b>			
	<b>Total All 2022-2023</b>		<b>\$1,804,940</b>	<b>\$59,120</b>	<b>\$1,864,060</b>			

**Report to LSU Board of Supervisors:  
All Campuses Last 3 Years**

**Design Contracts**

Updated September 28 2022

	2021-2022 Design Contracts	Designer Fee	Reimbursables or other fees	Revised Total	Designer	Approved by	Approval Date
<b>LSU A&amp;M</b>	French House Honors College Site & Landscaping Improvements Phase 1a	\$37,800	\$18,315	\$56,115	CARBO Landscape Architecture	AVP Mahaffey	08/27/21
	Himes, Lockett & Prescott: 1st Floor Restrooms Modifications for ADA Compliance	\$39,165	\$7,000	\$46,165	GD Architecture LLC	AVP Mahaffey	10/29/21
	John P. Laborde Energy Law Center Renovations	\$34,409	\$1,500	\$35,909	Tipton Associates APAC	AVP Mahaffey	08/13/21
	Music Building: Hurricane Ida Roof Repair	\$18,600	\$5,000	\$23,600	Coleman Partners Architects	AVP Mahaffey	11/03/21
	West Canal Gas Piping Relocation	\$22,208	\$0	\$22,208	Infinity Engineering Consultants	AVP Mahaffey	10/19/21
	<b>Subtotal</b>	<b>\$152,182</b>	<b>\$31,815</b>	<b>\$183,997</b>			
<b>LSU A&amp;M</b>	Frey UPS1 Replacement and System Upgrades	\$131,442	\$0	\$131,442	Assaf Simoneaux Tauzin & Associates (AST)	Engineer Selection Bd.	07/14/21
	Roofing Repairs and Building Waterproofing Life Sciences Annex	\$11,949	\$0	\$11,949	Post Architects, LLC	Architect Selection Bd.	05/18/22
	Campus-wide Security Lighting	\$258,958	\$0	\$258,958	Carbo Landscape Architecture	Landscape Arch. Select. Bd.	09/22/21
	SCP-Deferred Maintenance for Infrastructure, Renovation and Streets	\$529,436	\$0	\$529,436	Remson Haley Herpin Architects APAC	Architect Selection Bd.	05/18/22
	Student Union Ballroom Renovations	\$77,935	\$26,840	\$104,775	NANO LLC	Architect Selection Bd.	05/18/22
	Student Union Roof Replacement	\$164,881	\$0	\$164,881	BE-CI, Inc. & Neal Johnson LLC, AJV	Architect Selection Bd.	01/19/22
		<b>Subtotal</b>	<b>\$1,174,601</b>	<b>\$26,840</b>	<b>\$1,201,441</b>		
	<b>Total LSU A&amp;M</b>	<b>\$1,326,783</b>	<b>\$58,655</b>	<b>\$1,385,438</b>			
<b>HSCNO</b>	Lions Eye Center New 1st Floor Restroom	\$22,775	\$0	\$22,775	Mathes Brierre Architects	AVP Mahaffey	04/25/21
	Medical Education Bldg. 4 Floor Restrooms Repairs	\$13,600	\$0	\$13,600	Mathes Brierre Architects	AVP Mahaffey	05/03/21
	<b>Subtotal HSCNO</b>	<b>\$36,375</b>		<b>\$36,375</b>			
<b>HSCNO</b>	Campus Storm Water Infrastructure Upgrades	231927	\$0	\$231,927	CSRS, LLC	Engineer Selection Bd.	01/12/22
	Medical Education Bldg. Laboratory Renovations	\$926,559	\$0	\$926,559	Gould Evans + Perkins Eastman, AJV	Engineer Selection Bd.	09/15/21
	Roof Replacement Lions Eye Center	\$76,405	\$0	\$76,405	Lachin Architects, APC	Architect Selection Bd.	11/17/21
	<b>Subtotal HSCNO</b>	<b>\$1,234,891</b>	<b>\$0</b>	<b>\$1,234,891</b>			
	<b>Total HSCNO</b>	<b>\$1,271,266</b>	<b>\$0</b>	<b>\$1,271,266</b>			
<b>HSCS</b>	Stonewall Facility Renovations & Additions	\$78,714	\$0	\$78,714	Prevot Design Services, APAC	Architect Selection Bd.	07/21/21
	Renovation of Gross Anatomy Lab	\$98,313	\$0	\$98,313	Aillet, Fenner, Jolly & McClelland, Inc.	Architect Selection Bd.	10/13/21
	Replacement of Air Handler 1, C-Building	\$274,143	\$0	\$274,143	Aillet, Fenner, Jolly & McClelland, Inc.	Engineer Selection Bd.	04/20/22
	Comprehensive Emergency Water Supply Improvements	\$544,559	\$0	\$544,559	Prevot Design Services	Architect Selection Bd.	05/18/22
	<b>Total HSCS</b>	<b>\$995,729</b>	<b>\$0</b>	<b>\$995,729</b>			
<b>LSUA</b>	New Student Success Center	\$515,616	\$0	\$515,616	Ashe Broussard Weinzettle Architects	Architect Selection Bd.	11/17/21
		<b>Total LSUA</b>	<b>\$515,616</b>	<b>\$0</b>	<b>\$515,616</b>		
<b>LSUE</b>	Health Technology Building Medical Gas System Upgrade	\$16,800	\$0	\$16,800	WHLC Architecture	AVP Mahaffey	04/25/22
	Touchless Plumbing Fixture Project	\$26,143	\$0	\$26,143	M&E Conculnting	AVP Mahaffey	10/29/21
	<b>Total LSUE</b>	<b>\$42,943</b>	<b>\$0</b>	<b>\$42,943</b>			
<b>LSUS</b>	Physical Plant Office Bldg. Reroof	\$10,310	\$0	\$10,310	Sutton Beebe Babin Architects, LLC	AVP Mahaffey	09/24/21
	Science Building Research Annex	\$36,205	\$0	\$36,205	Sutton Beebe Babin Architects, LLC	AVP Mahaffey	02/11/22
	Sports Field Drainage Improvements	\$19,435	\$0	\$19,435	Nixon Eengineering Solutions	AVP Mahaffey	02/10/22
	Swimming Pool Closure	\$33,013	\$0	\$33,013	Edmonds Engineering Services	AVP Mahaffey	08/25/21
	University Center Heating Water Boiler	\$26,655	\$0	\$26,655	P+A An EMA Company	AVP Mahaffey	12/13/21
	<b>Subtotal</b>	<b>\$125,618</b>	<b>\$0</b>	<b>\$125,618</b>			
<b>LSUS</b>	Bldg. Exterior Walls, Technology Center & Science Bldg.	\$117,901	\$0	\$117,901	Sutton Beebe Babin Architects, LLC	Architect Selection Bd.	09/15/21
	Replacement-High-Voltage System Grid (Campuswide) Ph. 1 H&PE Bldg.	\$39,303	\$0	\$39,303	Estes, McClure & Associates, Inc.	Engineer Selection Bd.	04/20/22
	<b>Subtotal</b>	<b>\$157,204</b>	<b>\$0</b>	<b>\$157,204</b>			
	<b>Total LSUS</b>	<b>\$282,822</b>	<b>\$0</b>	<b>\$282,822</b>			
	<b>TOTAL ALL CAMPUSES 2021-2022</b>	<b>\$4,435,159</b>	<b>\$58,655</b>	<b>\$4,493,814</b>			

**Report to LSU Board of Supervisors:  
All Campuses Last 3 Years**

**Design Contracts**

Updated September 28 2022

	2020-2021 Design Contracts	Designer Fee	Reimbursables or other fees	Revised Total	Designer	Approved by	Approval Date
<b>LSU A&amp;M</b>	Chemistry & Materials Bldg. Room 122 Renovations	\$31,130	\$1,000	\$32,130	Bradley Blewster & Associates	AVP Mahaffey	09/08/20
	Bldg. Demolition Group 1 Abatement Design Services	\$11,747	\$20,241	\$31,988	Wynn L. White Consulting Engineers	AVP Mahaffey	05/07/21
	Bldg. Demolition Group 2 Abatement Design Services	\$14,050	\$17,320	\$31,370	Rayner Consulting Group LLC	AVP Mahaffey	05/07/21
	Jesse Coates Biology Teaching Labs Ronovation-3rd Floor	\$44,524	\$5,000	\$49,524	Greenleaf Lawson Architects	AVP Mahaffey	12/01/20
	Military Science Bldg.-Pre-Programming Study	\$17,250	\$0	\$17,250	Facility Programming LTD	AVP Mahaffey	04/07/21
	PERTT Phase 2 Electrical Improvements	\$28,591	\$0	\$28,591	Nesbit and Associates LLC	AVP Mahaffey	11/20/20
	SVM Condenser Water Line Replacement	\$25,782	\$0	\$25,782	Assaf Simoneaux Tauzin & Associates (AST)	AVP Mahaffey	01/19/21
	SVM DLAM Expansion Planning Study	\$45,000	\$1,200	\$46,200	Washer Hill Lipscomb Cabaniss Architecture LA LLC-WHLC Architecture	AVP Mahaffey	12/11/20
	SVM Main Bldg. Junior Surgery Renovation Program Planning Study	\$16,500		\$16,500	Tipton Associates APAC	AVP Mahaffey	03/05/21
	<b>Subtotal</b>	<b>\$234,573</b>	<b>\$43,761</b>	<b>\$279,335</b>			
<b>LSU A&amp;M</b>	Renewable Natural Resources Repairs to HVAC, Ductwork & Roof	\$302,704	\$0	\$302,704	Assa Simoneaux Tauzin & Associates (AST)	Engineer Selection Bd.	10/14/20
	SVM Accreditation Repairs	\$192,294	\$0	\$192,294	Owen & White Inc.	Engineer Selection Bd.	10/14/20
		<b>Subtotal</b>	<b>\$192,294</b>	<b>\$0</b>	<b>\$192,294</b>		
	<b>Total LSU A&amp;M</b>	<b>\$426,867</b>	<b>\$43,761</b>	<b>\$471,629</b>			
<b>AgCenter</b>	John M. Parker Agricultural Center Coliseum & Livestock Show Barn Reno	\$24,476	\$0	\$24,476	Fushion Architects APAC	Architect Selection Bd.	03/16/22
	Tornado Damage Reconstruction, Dean Lee Research Ctr.	\$409,069	\$0	\$409,069	Alliance Design Group, LLC	Architect Selection Bd.	05/19/21
		<b>Total</b>	<b>\$433,545</b>	<b>\$0</b>	<b>\$433,545</b>		
<b>HSCNO</b>	MEB 3rd Floor Restrooms Renovation	\$13,600	1.10 x actual	Fee + Reimbursables	Mathes Brierre Architects	AVP Mahaffey	09/16/20
	Dental School Hurrican Zeta Damage	\$19,781	\$0	\$19,781	Duplantier & Meric Architects, LLC	AVP Mahaffey	04/15/21
	Central Plant Water Softener Pipe Distribution	\$30,000	\$0	\$30,000	Huseman & Associates	AVP Mahaffey	05/18/21
		<b>Total</b>	<b>\$63,381</b>	<b>\$0</b>	<b>\$63,381</b>		
<b>HSCS</b>	6th Floor Department of Medicine Renovations-Phase I	\$48,420	1.15 x Actual	Fee + Reimbursables	Prevot Design	AVP Mahaffey	09/18/19
		<b>Total</b>	<b>\$48,420</b>	<b>\$0</b>	<b>\$48,420</b>		
<b>LSUS</b>	Administration Bldg. Foundation Lobby & Chancellors Suite	\$15,800	\$0	\$15,800	Sutton Beebe Babin Architects	AVP Mahaffey	02/08/21
	Business & Education Bldg. Convert Classrooms to Office 2nd Floor	\$12,294	\$0	\$12,294	Sutton Beebe Babin Architects	AVP Mahaffey	02/05/21
	Technology Center Collaboratory Technology Equipment Room	\$16,995	\$0	\$16,995	Sutton Beebe Babin Architects	AVP Mahaffey	11/9/2020
	Noel Library Student Development Suite	\$38,022	\$0	\$38,022	Sutton Beebe Babin Architects	AVP Mahaffey	02/02/21
	Technology Center Bldg. Replacement of End of Life Air Handling Units	\$23,650	\$0	\$23,650	Purtle & Associates, LLC	AVP Mahaffey	01/14/21
	University Center Diversity & Inclusion office	\$16,365	\$0	\$16,365	Sutton Beebe Babin Architects	AVP Mahaffey	02/08/21
		<b>Subtotal</b>	<b>\$123,126</b>	<b>\$0</b>	<b>\$123,126</b>		
<b>LSUS</b>	Vehicular & Pedestrian Bridge to Pilots Point Apartments	\$102,522	\$0	\$102,522	Cothren, Graff, Smoak, Engineering	Engineer Selection Bd.	04/14/21
		<b>Subtotal</b>	<b>\$102,522</b>	<b>\$0</b>	<b>\$102,522</b>		
	<b>Total LSUS</b>	<b>\$225,648</b>	<b>\$0</b>	<b>\$225,648</b>			
	<b>TOTAL ALL CAMPUSES 2020-2021</b>	<b>\$764,316</b>	<b>\$43,761</b>	<b>\$976,611</b>			

**Report to LSU Board of Supervisors:  
All Campuses Last 3 Years**

**Foundation Construction Related Agreements\***

*\*Donation to follow upon completion and acceptance of all work or as stated in the agreement*

Updated September 28, 2022

<b>2022-2023</b>					<b>Estimated</b>	<b>Approval</b>	
<b>Document Type</b>	<b>Campus</b>	<b>Lessor</b>	<b>Lessee</b>	<b>Project</b>	<b>Cost</b>	<b>Date</b>	<b>Approved by</b>
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Football Operations Head Coach Office 2022	\$325,000	8/30/2022	Exec. VP Lewis
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	PMAC Statue Plaza Site Work & Installation	\$400,000	7/5/2022	Exec. VP Lewis
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Soccer Stadium Barrier Wall 2022	\$95,000	8/30/2022	Exec. VP Lewis
<b>2021-2022</b>					<b>Estimated</b>	<b>Approval</b>	
<b>Document Type</b>	<b>Campus</b>	<b>Lessor</b>	<b>Lessee</b>	<b>Project</b>	<b>Cost</b>	<b>Date</b>	<b>Approved by</b>
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Athletics Administration Building Women's Basketball Office Renovation	\$750,000	6/21/2021	Int. Exec VP Torres
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Multi-Facility Instant Review Upgrades	\$265,000	12/1/2021	Int. Exec VP Torres
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	PMAC Women's Basketball Training Room Renovations	\$450,000	8/5/2021	Int. Exec VP Torres
License for Use Agreement	PBRC	LSU BoS	Tiger Athletic Foundation	Tiger Stadium North Structural Repairs 2021	\$100,000	9/8/2021	Int. Exec VP Torres
<b>2020-2021</b>					<b>Estimated</b>	<b>Approval</b>	
<b>Document Type</b>	<b>Campus</b>	<b>Lessor</b>	<b>Lessee</b>	<b>Project</b>	<b>Cost</b>	<b>Date</b>	<b>Approved by</b>
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	PMAC Retractable Bleacher Repairs	\$100,000	11/16/2020	Int. Exec VP Torres
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

**Report to LSU Board of Supervisors:  
All Campuses Last 3 Years**

**Grants of Mineral Rights**

Updated September 28, 2022

<b>2022-2023</b>															
<b>Campus that Benefits</b>	<b>Sale Date</b>	<b>State Lease #</b>	<b>Leased to:</b>	<b>Operated by</b>	<b>Release Date</b>	<b>Parish</b>	<b>Section, Township, Range</b>	<b>Acres Bid</b>	<b>Lease Term</b>	<b>Cash Bonus</b>	<b>Price Per Acre</b>	<b>Rentals/Year</b>	<b>Royalty</b>	<b>Accepted Acres</b>	<b>Accepted Bonus</b>
LSUS	03/09/22	22062	Cypress Energy Co.			Caddo	S37-T17N-13W	50.850	3 yrs.	\$101,700.00	\$2,000.00	\$50,850.00	22.5%	50.850	\$101,700.00
<b>2021-2022</b>															
<b>Campus that Benefits</b>	<b>Sale Date</b>	<b>State Lease #</b>	<b>Leased to:</b>	<b>Operated by</b>	<b>Release Date</b>	<b>Parish</b>	<b>Section, Township, Range</b>	<b>Acres Bid</b>	<b>Lease Term</b>	<b>Cash Bonus</b>	<b>Price Per Acre</b>	<b>Rentals/Year</b>	<b>Royalty</b>	<b>Accepted Acres</b>	<b>Accepted Bonus</b>
n/a															
<b>2020-2021</b>															
<b>Campus that Benefits</b>	<b>Sale Date</b>	<b>State Lease #</b>	<b>Leased to:</b>	<b>Operated by</b>	<b>Release Date</b>	<b>Parish</b>	<b>Section, Township, Range</b>	<b>Acres Bid</b>	<b>Lease Term</b>	<b>Cash Bonus</b>	<b>Price Per Acre</b>	<b>Rentals/Year</b>	<b>Royalty</b>	<b>Accepted Acres</b>	<b>Accepted Bonus</b>
n/a															

**Report to LSU Board of Supervisors:  
All Campuses**

**Other Agreements and Approval Requests**

Updated September 28, 2022

2022-2023				
Document Type	Campus	Lessor or Seller or Assignor	Lessee or Buyer or Assignee	Related Agreements or Purpose
2021-2022				
Document Type	Campus	Lessor or Seller or Assignor	Lessee or Buyer or Assignee	Related Agreements or Purpose
Option Term 5 to State Lease #19-9975	AgCenter	Corpus Christ Church-Epiphany Catholic Church	AgCenter Extension Center Space	Change end date to 6/22/2022
Amendment 3 Option Term 3- State Lease # 19-9975	AgCenter	Corpus Christ Church-Epiphany Catholic Church	AgCenter Extension Center Space	Adds 5 1-yr. option terms, exercises 1 term and changes the insurance coverage administrator.
Revision to Prior Authorization to enter into CEA & Lease with La. Dept. of Agriculture & Forestry	AgCenter	LSU BoS	Louisiana Dept. of Agriculture and Forestry	Joint Operation and Maintenance of AgChemistry Building
Option Term 1 to State Lease #19-4756	AgCenter	Northeast Educational Development Foundation	AgCenter Rural Development Center	Changes end date to 6/30/2023
Option Term 2 to State Lease #19-4756	AgCenter	Northeast Educational Development Foundation	AgCenter Rural Development Center	Changes end date to 6/30/2022
Option Term 3 to State Lease #19-10302	AgCenter	Town of Vidalia	AgCenter Concordia Extension Service	Changes end date to 6/13/2022
Option Term 4 to State Lease #19-10302	AgCenter	Town of Vidalia	AgCenter Concordia Extension Service	Changes end date to 6/13/2023
Estoppel Certificate for LSU Real Estate and Facilities Foundation & Charity Hospital Redevelopment LLC of Charity Hospital	HCS D	LSU Board of Supervisors & Real Estate & Facilities Foundation	In Favor of 1532 Tulane Partners Holdco, LLC	Estoppel Agreement
Use Agreement for Site Evaluations at Administration Headquarter on Airline Highway, Baton Rouge	HCS D	LSU BoS	East Baton Rouge City Parish, Department of Transportation and Drainage	Conduct a field investigation of the surface pavement adjacent to the existing facility.
Amendment 3 and Option Term	HSCS	Haynes Peavy	HSCS	Clinic Space for the Partners in Wellness Clinic
License for Use of Facilities & Premises	LSU	LSU	CenTrio Energy South, LLC	Provide site evaluation of the property for the Initial Modernization Project
Assignment and Assumption of Lease	LSU	LSU BoS	Gamma Iota Housing Corp of Pi Kappa Phi Fraternity	Transfer of Lease from current housing corporation to a different housing corporation
CEA Implementing Grant Under Community Development Block Grant Disaster Recovery Program	LSU	LSU, City-Parish, REFF & the Office of Community Development		Adding \$5 million in funding for the University Lakes Project.
License for Use of Facilities & Premises	LSU	LSU	Drakes Catering, Inc.	Provide catering services within the Champions Club under its own liquor license
1st Amendment to Lease Agreement	Pennginton Biomedical Research Center	PBRC	Our Lady of the Lake Physician Group LLC	Effective Date amended to October 18, 2021 and termination date to October 31, 2022.



**Report to LSU Board of Supervisors:  
All Campuses**

**Other Agreements and Approval Requests**

Updated September 28, 2022

	2020-2021			
Document Type	Campus	Lessor or Seller or Assignor	Lessee or Buyer or Assignee	Related Agreements or Purpose
Cooperative Endeavor Agreement for local funding of Phase 1 of Lakes Improvements	LSU Board of Supervisors, East Baton Rouge Parish, BREC and University Lakes, LLC			CEA Implement Grant under the Community Development Block Grant providing local funding
Ground Lease and Sublease Agreement	LSU A&M	LSU BoS	Unversity Lakes LLC	Leases LSU site & sublease the City-Parish site to Univeristy Lakes, LLC for purpose of performing the project
Fire Marshall Covenant for LSU Old President's Hosue	LSU A&M	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
2nd Amendment to Ground Lease	LSU A&M	LSU BoS	LSU Foundation	Amend to reduce leased land area to the footprint of the building
1st Amendment to CEA for lease of land for construction & operation of La. Emerging Technology Center Building	LSU A&M	LSU BoS	LSU Research Foundation	Amend CEA to include revised land area.
Consent to Assignment & Termination of Lease	LSU A&M	Alpha Gamma House Corp of Pi Kappa Alpha Corporation	Epsilon Zeta Housing Corporation	Assignment or sale of existing leasehold interest
Consent to Leasehold Mortgage	LSU A&M	LSU BoS	House of Southern Woods Corporation	Needed to provide information to lender regarding mortgage loan with CHI
Option Term 4 to State Lease #19-9975	AgCenter	Corpus Christ Church-Epiphany Catholic Church	AgCenter Extension Center Space	Change end date to 6/22/2021
Option Term 2 to State Lease #19-10302	AgCenter	Town of Vidalia	AgCenter Concordia Extension Service	Changes end date to 6/30/2021
Amendment 1 to Inter-Agency Lease #08-10306	HSCNO	HSCNO	Office of State Police	Office Space in exchange for security services
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	LCRC	HSCNO	HSCNO agrees to manage & finance repairs to equipment in HSCNO's leased area of LCRC Building
Acknowledgement regarding Transaction & Approval of Qualified Assignee	HSCNO	LSU BoS	Brookfield District Energy USA, LLC d/b/a/ Enwave USA	Acknowledgment Regarding Transaction and Approval of Qualified Assignee
Amendment #1 and Option Term to State Lease #19-4688	HSCS	CLM Properties	HSCS	Medical Resident housing

**Report to LSU Board of Supervisors:  
All Campuses Last 3 Years**

**PM60 Projects \$75,000 to \$175,000**

Updated September 28, 2022

	2022-2023		AMOUNT APPROVED	FUNDS SOURCE	APPROVED BY	APPROVAL DATE
<b>LSU</b>	Athletic Administration Bldg. Rm 225 Nutrition Ctr Renovations		\$115,000	Auxiliary Funds	Exec. VP Lewis	09/12/22
	Campus Wide Roadway Seal Coating Rebid		\$150,000	Other Ancillary Self Gen Revenue	Exec. VP Lewis	08/02/22
	PMAC South Plaza Drainage and Paving Improvements		\$150,000	Auxiliary Funds	Exec. VP Lewis	08/02/22
	South Quad Dr. Paving Repairs & Sidewalk Improvements		\$120,000	Other Ancillary Self Gen Revenue	Exec. VP Lewis	08/02/22
	Vet School East Lot ADA Parking, Sidewalk, Drainage Improvements		\$100,000	Auxiliary Funds	Exec. VP Lewis	08/02/22
	<b>Total LSU</b>		<b>\$635,000</b>			
<b>LSUS</b>	Physical Plant Roof Replacement increased cost-amount of low bid		\$104,975	Operational Funds	Exec. VP Lewis	08/10/22
	<b>Total LSUS</b>		<b>\$104,975</b>			
<b>HCSD</b>	Lallie Kemp Helipad		\$133,164	Other- Covid-19 ARP Rural Funds	Exec. VP Lewis	09/07/22
	<b>Total HCSD</b>		<b>\$133,164</b>			
	<b>Total All Campuses</b>		<b>\$873,139</b>			

**Report to LSU Board of Supervisors:  
All Campuses Last 3 Years**

**PM60 Projects \$75,000 to \$175,000**

Updated September 28, 2022

	2021-2022		AMOUNT APPROVED	FUNDS SOURCE	APPROVED BY	APPROVAL DATE
LSU	459 Commons AHU 3 & 4 Chilled & Heating Water Coil Replacement		\$88,964	Auxiliary Funds	Exec. VP Lewis	05/13/22
	Alpha Phi Flooring Renovations		\$80,000	Auxiliary Funds	Exec. VP Lewis	05/24/22
	Braille Signage: Interior ADA Wayfinding Multiple Buildings		\$100,000	Other- Ancillary Self-Gen Funds- Facility Access Fee	Interim Exec. VP Torres	10/19/21
	Design Building Deck Project 2021		\$60,000	Self-Gen: Funds from Alumni donations	Interim Exec. VP Torres	12/20/21
	ECA Activities Building: Interior Painting		\$125,000	Auxiliary Funds	Exec. VP Lewis	02/11/22
	Exterior ADA Building Ramps-Multiple Buildings		\$158,000	Other- Ancillary Self-Gen Funds- Facility Access Fee	Interim Exec. VP Torres	11/03/21
	Hill Farm-Sweet Potato Farm Renovations		\$75,000	Self-Gen: Donor Money for the Hill Farm Teaching Facility & Newsom Gardens Project Fund	Interim Exec. VP Torres	11/03/21
	Hodges Hall B16, B16B, B16C, B22 Renovations		\$75,000	Operational Funds	Exec. VP Lewis	04/13/22
	Jesse Coates Hall 3rd Floor Laboratory Lighting		\$75,000	Operational Funds	Exec. VP Lewis	05/05/22
	Life Sciences Bldg: Basement Suite B24- Rms 24A, 24B, 24C & 24D Lab		\$97,605	Operational Funds	Interim Exec. VP Torres	12/10/21
	Life Sciences Bldg: Rooms 387, 387A & 387B Lab Renovations		\$103,000	Operational Funds	Interim Exec. VP Torres	12/01/21
	Music Building Hurricane Ida Roof Repair		\$145,000	Insurance Claim	Interim Exec. VP Torres	10/19/21
	Stephenson Veterinary Hospital Landscape & Irrigation Installation		\$140,000	Self Gen-allocated in Stephenson Veterinary Hospital construction budget	Exec. VP Lewis	03/15/22
	Student Union Suite 109 Renovations for PTS		\$1,000,000	Auxiliary Funds	Exec. VP Lewis	06/14/22
	Student Union: Room 188 Renovation for ITS		\$105,000	Operational Funds	Exec. VP Lewis	05/05/22
	SVM Main Building Access Control System Replacement		\$120,000	Operational Funds	Exec. VP Lewis	03/15/22
	SVM Room 2536, 2538, 2538A Lab Renovations <b>budget increase from \$115,000</b>		\$165,000	Operational Funds	Interim Exec. VP Torres	07/06/21
	SVM: 2202, 2202A, 2203 Casework Installation/Lab Renovations		\$128,000	Operational Funds	Interim Exec. VP Torres	01/13/22
	Tiger Stadium Turf Replacment 2022		\$125,000	Other Funds- allocated for replacement after concener	Exec. VP Lewis	03/15/22
		<b>Total LSU</b>	<b>\$2,965,569</b>			
AgCenter	Irrigation Reservoir Weir/Discharge Replacement		\$78,760	Operational Funds	Exec. VP Lewis	05/13/22
		<b>Total LSUA</b>	<b>\$78,760</b>			
LSUA	The Oaks Residential Housing Exteriort Repair		\$174,600	Operational Funds	Exec. VP Lewis	05/13/22
		<b>Total LSUA</b>	<b>\$174,600</b>			



**Report to LSU Board of Supervisors:  
All Campuses Last 3 Years**

**PM60 Projects \$75,000 to \$175,000**

Updated September 28, 2022

	SVM Room 2536, 2538, 2538A Lab Renovations		\$115,000	Operational Funds	Interim Exec. VP Torres	06/17/21
	Thomas Boyd Hall Office of the Bursar Renovations 2021		\$145,000	Auxiliary Funds	Interim Exec. VP Torres	02/23/21
	Tiger Park Foul Ball Netting Extensions		\$115,000	Auxiliary Funds	Interim Exec. VP Torres	12/16/20
	Tiger Park Foul Ball Netting Extensions budget increase		\$158,583	Auxiliary Funds	Interim Exec. VP Torres	06/17/21
	Touchdown Village East Lot Asphalt Repairs		\$150,000	Auxiliary Funds	Interim Exec. VP Torres	04/22/21
	UREC Outdoor Exercise Area		\$125,000	Auxiliary Funds	Interim Exec. VP Torres	03/04/21
	West Canal Gas Piping Relocation		\$75,000	Operational Funds	Interim Exec. VP Torres	02/23/21
		<b>Total LSU</b>	<b>\$2,805,876</b>			
<b>LSUA</b>	Chambers Hall for Nursing		\$106,000	Operational Funds	Exec. VP Layzell	09/13/20
		<b>Total LSUA</b>	<b>\$106,000</b>			
<b>LSUS</b>	Administration Building Upgrades to Chancellor Suite and Foundation Lobby		\$130,425	Operational Funds	Interim Exec. VP Torres	03/08/21
	Business & Education Building Convert Classrooms to Offices 2nd Floor		\$90,000	Operational Funds	Interim Exec. VP Torres	03/08/21
	Noel Library Weather Proofing		\$170,000	Tuition & Fees	Interim Exec. VP Torres	12/07/20
	Shreveport Tech Center Collaboratory 3D Printer Rooms		\$141,400	Tuition & Fees	Interim Exec. VP Torres	11/23/20
	University Center Diversity & Inclusion Office Space		\$130,000	Operational Funds	Interim Exec. VP Torres	04/01/21
		<b>Total LSUS</b>	<b>\$661,825</b>			
	<b>TOTAL PM60 PROJECTS APPROVALS 2020-2021</b>		<b>\$3,573,701</b>			

**Report to LSU Board of Supervisors:  
All Campuses Last 3 Years**

**Property Leases**

Updated September 28, 2022

2022-2023													
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
HSCNO	LSU BoS	City of New Orleans		Lease of Airspace in New Orleans between the HSCNO Center for Advanced Learning & Simulation & the Clinical Science Research Building		09/15/22	50 years	11' wide & 53' long about 20' 10" above S. Prieur Street	\$5,130 2022-26, increasing every 4 years		8	5-year	President Tate
2021-2022													
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	Phi Gamma of Chi Omega House Corp.	Lot 16 Sorority Row	New Lease for land and for Related Construction	n/a	05/03/22	02/09/64	n/a	\$10.00	n/a	n/a	n/a	President Tate
AgCenter	LSU BoS	Fitch Brothers Chorolois	Iberia Research Station, Iberia parish	Crop and Cattle Production		06/21/22	06/20/26	209.65 acres	\$1,245.00	n/a	4	1-year	President Tate
AgCenter	LSU BoS	Sligo Road Circle M Ranch, LLC	Station, Caddo Parish	Crop Production	12/05/19	06/22/22	06/21/25	99.956 acres	\$1,475.00	n/a	7	1-year	President Tate
HSCNO	HSCNO	CurVir Biotechnology & NeuResto Therapeutics	Lions Eye Center, New Orleans	Lease Agreement	n/a	07/01/21	06/30/21	229	\$4,122.00		4	1-year	Interim Pres. Galligan
HSCNO	HSCNO	LSU Health Foundation New Orleans	450 S. Claiborne Ave., New Orleans	Adaptive Reuse of Standislaus Hall as a Nursing Home	06/18/21	11/01/21	10/31/22	43,317	\$619,911.50	\$14.30	Monthly up to 5 yrs.		President Tate

**Report to LSU Board of Supervisors:  
All Campuses Last 3 Years**

**Property Leases**

Updated September 28, 2022

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
LSU A&M	WC Dock, LLC	LSU	Road, Ste. 100, Baton Rouge	For use by Academic Affairs		02/01/21	01/31/26	6,689	\$106,992.00	\$16.00	1	5-year	Interim Pres. Galligan
LSU A&M	LSU BoS	Epsilon Zeta House Corp. of Alpha Tau Omega Fraternity	Lot 3 Fraternity Row, 15 Fraternity Lane, Baton Rouge	Fraternity House	06/18/21	06/18/21	06/30/56		\$10.00				Pres. Galligan
LSU A&M	Omega House Corporation	ServisFirst Bank	Row, 3930 W. Lakeshore Dr., Baton Rouge	renovations and additions to Fraternity House	06/18/21								Interim Pres. Galligan
LSU A&M	Sigma Chi Alumni Assn. of La. through House of Southern Woods	Constatine Housing Initiative	Lot 16 Fraternity Row, 27 Dalrymple Dr., Baton Rouge	Consent to Leasehold Mortgage	06/18/21								Pres. Galligan
AgCenter	AgCenter	Our Veterans Memorial Park Inc.	Lee Memorial Forest	Veterans Memorial Wall	09/13/19	06/30/21	06/29/61	3 acres	n/a				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	450A S. Clairborne Ave, New Orleans	Adaptive Reuse of Stanislaus Hall for nursing home services to residents and nursing home education to students & faculty of HSCNO	06/18/21	11/01/21	10/31/22	43,317	\$619,599.50			Monthly	Pres. Tate
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 Supervisors:  
All Campuses Last 3 Years**

**Schematic Design**

Updated September 28, 2022

<b>2022-2023</b>				
<b>Campus</b>	<b>Project</b>	<b>Architect</b>	<b>Approved by</b>	<b>Approval Date</b>
<b>2021-2022</b>				
<b>Campus</b>	<b>Project</b>	<b>Architect</b>	<b>Approved by</b>	<b>Approval Date</b>
<b>2020-2021</b>				
<b>Campus</b>	<b>Project</b>	<b>Architect</b>	<b>Approved by</b>	<b>Approval Date</b>
<b>LSU</b>	Mobility Implementation- Phase I	CARBO/Reed Hilderbrand	LSU Board of Supervisors	12/04/20
	New Science Building	Eskew Dumez Ripple APAC	LSU Board of Supervisors	04/10/21
<b>AgCenter</b>	Burden Museum & Gardens Welcome Center	EskewDumezRipple/CARBO/Suzanne Turner Associates	LSU Board of Supervisors	12/04/20
<b>LSU HSCS</b>	Center for Medical Education and Wellness	Coleman Partners Architects/Perkins + Will, AJV	LSU Board of Supervisors	09/16/20



**Report to LSU Board of Supervisors:  
All Campuses Last 3 Years**

**Servitudes**

Updated September 28, 2022

<b>2022-2023</b>								
<b>Campus/Lessor</b>	<b>Lessee</b>	<b>Servitude or Right-of-Way Location</b>	<b>Acreage</b>	<b>Payment</b>	<b>Length of Term</b>	<b>Type of Document</b>	<b>Approved by</b>	<b>Approval Date</b>
LSU	Entergy	New Medical School Housing, New Orleans			In perpetuity	Right-of-Way to run power	William F. Tate IV	5/13/2022
ExxonMobil Pipeline Co.	LSU	St. Gabriel, Iberville Parish			In perpetuity	Right-of-Way to construct water pipeline to new firing range	William F. Tate IV	4/28/2022
<b>2021-2022</b>								
<b>Campus/Lessor</b>	<b>Lessee</b>	<b>Servitude or Right-of-Way Location</b>	<b>Acreage</b>	<b>Payment</b>	<b>Length of Term</b>	<b>Type of Document</b>	<b>Approved by</b>	<b>Approval Date</b>
AgCenter	CLECO Power LLC	Rapides Parish			In perpetuity	Line Extension Agreement	William B. Richardson	7/14/2021
AgCenter	Boardwalk Louisiana Midstream, LLC	East Baton Rouge Parish			In perpetuity	Pipeline construction for transmission of communication signals	William F. Tate, IV	11/11/2021
<b>2020-2021</b>								
<b>Campus/Lessor</b>	<b>Lessee</b>	<b>Servitude or Right-of-Way Location</b>	<b>Acreage</b>	<b>Payment</b>	<b>Length of Term</b>	<b>Type of Document</b>	<b>Approved by</b>	<b>Approval Date</b>
AgCenter/LSUA	CLECO Power LLC	Rapides Parish			In perpetuity	Servitude Agreement	Int. Pres. Galligan	12/22/2020
AgCenter	Iris Solar, LLC	Washington Parish	839.531		As long a used by Grantee for purposes herein granted	Servitude/Right of Way Agreement	Int. Pres. Galligan	3/23/2021
LSU A&M	ExxonMobil Pipeline	East Baton Rouge Parish at Innovation Park			in perpetuity	Right-of-Way Consent Agreement	Int. Pres. Galligan	5/12/2021