



Board of Supervisors

BOARD DEVELOPMENT

BOARD OF SUPERVISORS MEETING | JUNE 28, 2024



May 29, 2024

Mr. Gary N. Solomon, Jr.
Chair, Louisiana Board of Regents
1201 North Third Street, Ste. 6-200
Baton Rouge, LA 70802

Dear Chairman Solomon,

Pursuant to Act 472 of the 2021 Regular Session of the Louisiana Legislature, I am submitting the attached report and data pertaining to power-based violence on our campuses. Upon your approval, the report will be forwarded to the Louisiana Board of Regents.

Consistent with our transparency standards, this report will be posted on the Division of Engagement, Civil Rights & Title IX website, <https://lsu.edu/engagement/statistics-reports/>. The attached data from Form B2 Data Breakdown provides data on Confidential Advisors and Responsible Employees.

Annual Training is defined as the number of employees who complete the annual training on Power-based Violence prepared by the Board of Regents. Training was launched at most campuses starting sometime after April 1, 2024. On the A&M campus the training was launched on April 1, 2024. LSU continues to move towards 100% completion rate. On the A&M campus, the Office of Civil Rights & Title IX is partnering with the Office of Academic Affairs, Human Resource Management (HRM), as well as units and departments to help ensure the completion of the training. Additionally, over the summer months the Office of Civil Rights & Title IX provides live training to employees who do not have immediate access to technology.

The B3 spreadsheet provides information on reporting and the consequences. Title IX Coordinators were asked to provide the information on the spreadsheet within the date range of October 1, 2023, to March 31, 2024. There were two cases from LSU A&M in which a Formal Complaint was filed during the period. One of the complaints was resolved successfully by informal resolution. In the other case, the Respondent withdrew from LSU before the investigation could begin. There was one Formal Complaint filed at LSUS which underwent an investigation and hearing. The Respondent was found not responsible by the hearing panel. No other campus had a Formal Complaint filed between October 1, 2023, and March 31, 2024.

The B3 System Reporting Form presents information on annual training and a high-level look

at reporting¹. The first four rows can be interpreted as follows:

1. Responsible Employees (REs) are all employees on the campus minus the number of Confidential Advisors (CAs). (REs + CAs = total employees on a campus.) Responsible Employees are Mandatory Reporters.
2. The Board of Regents deadline to complete the annual training is December 31, 2024, and each campus will continue to partner with other units and campus leaders to move towards 100% compliance.
3. Confidential Advisors are those employees on the campus who have been designated as confidential and therefore not a Mandatory Reporter. The Board of Regents has indicated that, at minimum, we should have one CA per every 1,500 students. All campuses meet that goal. There are currently 59 Confidential Advisors across the system compared to 54 in the Fall 2023 biannual report.
4. Confidential Advisors must participate in training put on by the Board of Regents and all Confidential Advisors have completed their training.

The rest of the form provides specific information on false reports, formal complaints, and retaliation complaints. Of note, there were no instances of employees making a false report.

If you have any questions, please let me know.

Sincerely,



Jimmie M. Woods Sr.
Chair, LSU Board of Supervisors

Copy: William F. Tate, IV, President
Kim Hunter Reed, Commissioner
Todd Manuel, Vice President of Inclusion, Civil Rights & Title IX

¹ Data for the B3 Form are an aggregate from B2 Forms submitted by each chancellor. Those data by campus can be found in the attached Campus Data table.

Data from Form B2 – Information on Confidential Advisors and Responsible Employees by campus (April 24, 2024)

	LSU A&M	LSUA	LSUE	LSUS	HSC NO	HSC S	AgCenter	PBRC	HCSD	Total
Responsible Employees	7,963	392	227	460	4,049	2,171	961	464	452	17,139
Completion Annual Training *	*	*	*	*	*	*	*	*	*	*
Confidential Advisors	30	3	2	7	4	7	2	1	3	59
Completion Annual Training	30 (100%)	3 (100%)	2 (100%)	7 (100%)	4 (100%)	7 (100%)	2 (100%)	1 (100%)	3 (100%)	59
False Reports	0	0	0	0	0	0	0	0	0	0
Formal Complaints of PBV	2	0	0	1	0	0	0	0	0	3
Found Responsible	0	0	0	0	0	0	0	0	0	0
Resulting in Corrective Action	0	0	0	0	0	0	0	0	0	0
Retaliation Reports	1	1	0	0	1	1	0	0	0	4

* Note: Many campuses had not launched their annual PBV training by March 31, 2024. Responsible Employees have until December 31, 2024, to complete their training. Training numbers will be provided closer to the end of 2024.

Form B3 – System Data Report

2023-2024 Academic Year, Spring Semester [1]

Institution	Date Formal Complaint Filed [2]	Type of Complaint [3]	Status of Formal Complaint [4]	Basis for Complaint [5]	Disposition [6]	Disciplinary Status [7]	Gender of Complainant [8]	Gender of Respondent [9]
LSU A&M	2023-11-15	PBV	Closed (91 days)	Dating Violence Power Based Violence	Closed with written agreement	Probation with conditions	Female	Male
LSU A&M	2024-01-17	PBV	Closed	Dating Violence Power Based Violence	Respondent withdrew before investigation began	N/A	Male	Female
LSUS	2024-10-08	PBV	Closed (142 days)	Sexual Assault - Forcible Fondling	Not Responsible	N/A	Female	Male

[1] Beginning with AY 2023-2024, Spring Semester reporting will have an effective date of October 1st of the previous calendar year.

[2] Information about Formal Complaints is specifically required to be included in the Chancellor's report. For convenience, BOR Recommends the Title IX Coordinators' reporting in the third column serve as the basis of information to be included in the Chancellor's report, so effectively Title IX Coordinators can copy and paste their reports regarding Formal Complaints into the Chancellor's report.

[3] Type of Complaint, Title IX or Power-Based Violence (PBV).

[4] Status of investigation as it pertains to Formal Complaints filed for an accusation of power-based violence or retaliation. If closed, length of time taken to resolve complaint.

[5] Type of power-based violence or retaliation alleged.

[6] Disposition of any disciplinary processes arising from the Formal Complaints.

[7] Institution should indicate where they are in the disciplinary status and also note if there was a sanction imposed and what sanction was imposed.

[8] Although not required by law, for data collection purposes BOR requests information pertaining to the gender of both the Complainant and Respondent.

[9] Although not required by law, for data collection purposes BOR requests information pertaining to the gender of both the Complainant and Respondent.

Form B3 – System Data Report 2023-2024 Academic Year, Spring Semester¹

Louisiana State University

Confidential Advisors and Responsible Employees²	Total
a. Number of Responsible Employees	17, 139
b. Number of Confidential Advisors	59
Annual Training <i>(please include number and percentage)³</i>	Reported in Fall
a. Completion rate of Responsible Employees	
b. Completion rate of Confidential Advisors	
Responsible Employee Reporting⁴	
a. Number of employees who made false reports	0
i. Number of employees terminated	
b. Number of employees who failed to report	0
i. Number of employees terminated	
Power-Based Violence Formal Complaints⁵	
a. Formal Complaints received	3
b. Formal Complaints resulting in occurrence of power-based violence	0
c. Formal Complaints resulting in discipline or corrective action	0
Type of discipline or corrective action taken	
i. Suspension	
ii. Expulsion	
Retaliation⁶	
a. Reports of retaliation received	4
b. Investigations	0
c. Findings	
i. Retaliation occurred	
ii. Retaliation did not occur	

¹ Beginning with AY 2022-2023, Fall Semester reporting will have an effective date of October 1st of the previous calendar year.

² In accordance with Act 472, the System’s report shall include the number of Responsible Employees (i.e., employees) and Confidential Advisors for the system.

³ In accordance with Act 472, the System’s report shall include the number and percentage of Responsible Employees and Confidential Advisors who have completed annual training.

⁴ Although this section is not required by Act 472, for data collection purposes BOR requests statistics regarding a responsible employees’ failure to comply with reporting requirements.

⁵ In accordance with Act 472, the System’s report shall include (1) the number of Formal Complaints of power-based violence received by a system, (2) the number of Formal Complaints which resulted in a finding that power-based violence violations occurred, (3) the number of Formal Complaints in which the finding of power-based violations resulted in discipline or corrective action, (4) the type of discipline or corrective action taken, and (5) the amount of time it took to resolve each Formal Complaint (*see 2nd form*).

⁶ In accordance with Act 472, the System's report shall include information about retaliation which includes the number of reports of retaliation, and any findings of any investigations or reports of retaliation.



Board of Supervisors

RESEARCH AND AGRICULTURE EXTENSION COMMITTEE

BOARD OF SUPERVISORS MEETING | JUNE 28, 2024

Sepsis and Beyond:

Advancing healthcare through discovery,
innovation, and implementation

Hollis 'Bud' O'Neal, MD, MSc

Associate Professor of Medicine

Pulmonary, Critical Care, & Neurocritical Care

Louisiana State University Health Sciences Center

Medical Director of Research

Our Lady of the Lake Regional Medical Center

Baton Rouge, LA



Franciscan
Missionaries
of Our Lady
HEALTH SYSTEM

LSU BATON ROUGE
SCHOOL OF MEDICINE

Sepsis

- The most common cause of hospital admission
- The most common cause of death in hospitals
- The most common cause of hospital readmission
- The most expensive condition in hospitals
- One of the most commonly mis-diagnosed conditions



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SCHOOL OF MEDICINE

Defining sepsis

“life-threatening organ dysfunction caused by a dysregulated host response to infection”

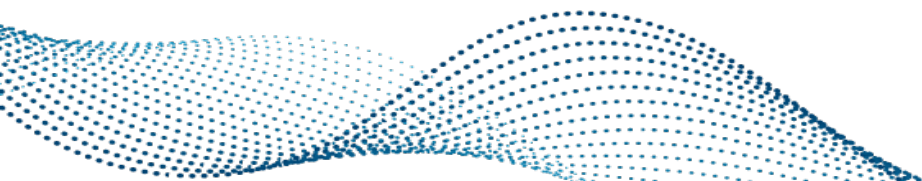
infection $\xrightarrow{\text{dysregulated host response}}$ organ dysfunction

Three major components of sepsis:

A. Infection

B. Organ Dysfunction

C. Causation (via dysregulated host response)



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Can we see the wind?

“I've never seen the wind. I see the effects of the wind, but I've never seen the wind. There's a mystery to it.”

- Rev. Billy Graham

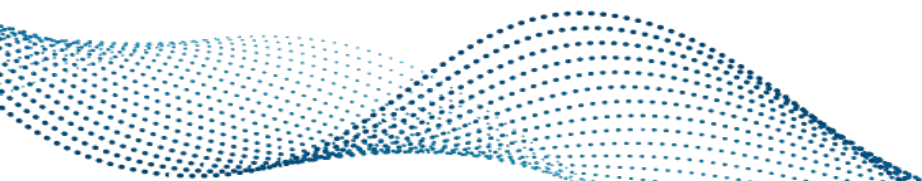
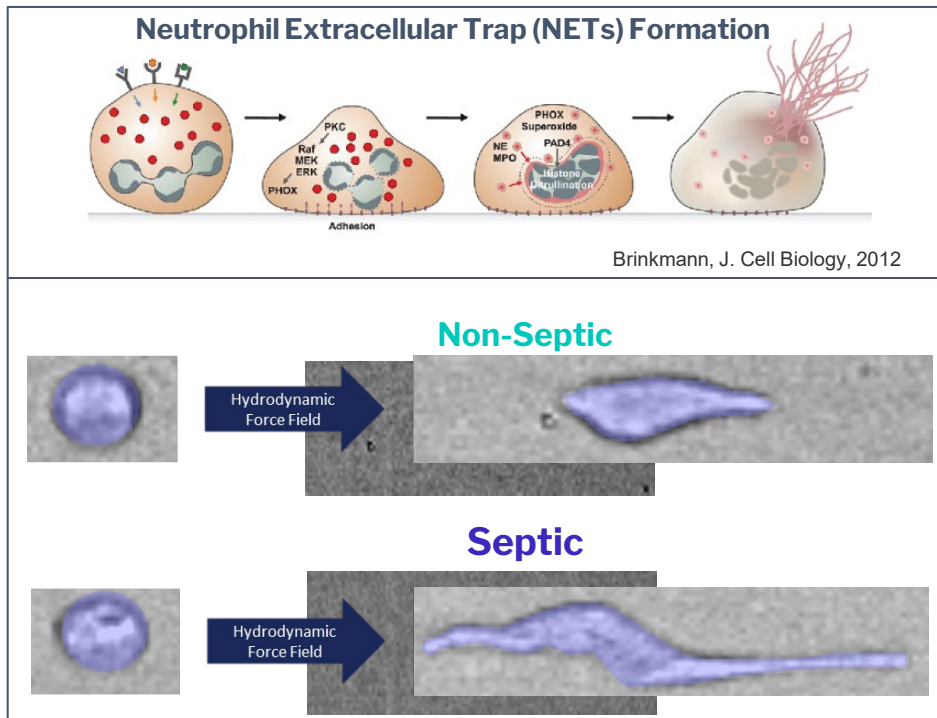
Can we see immune dysregulation? Is this the missing piece in diagnosing sepsis?



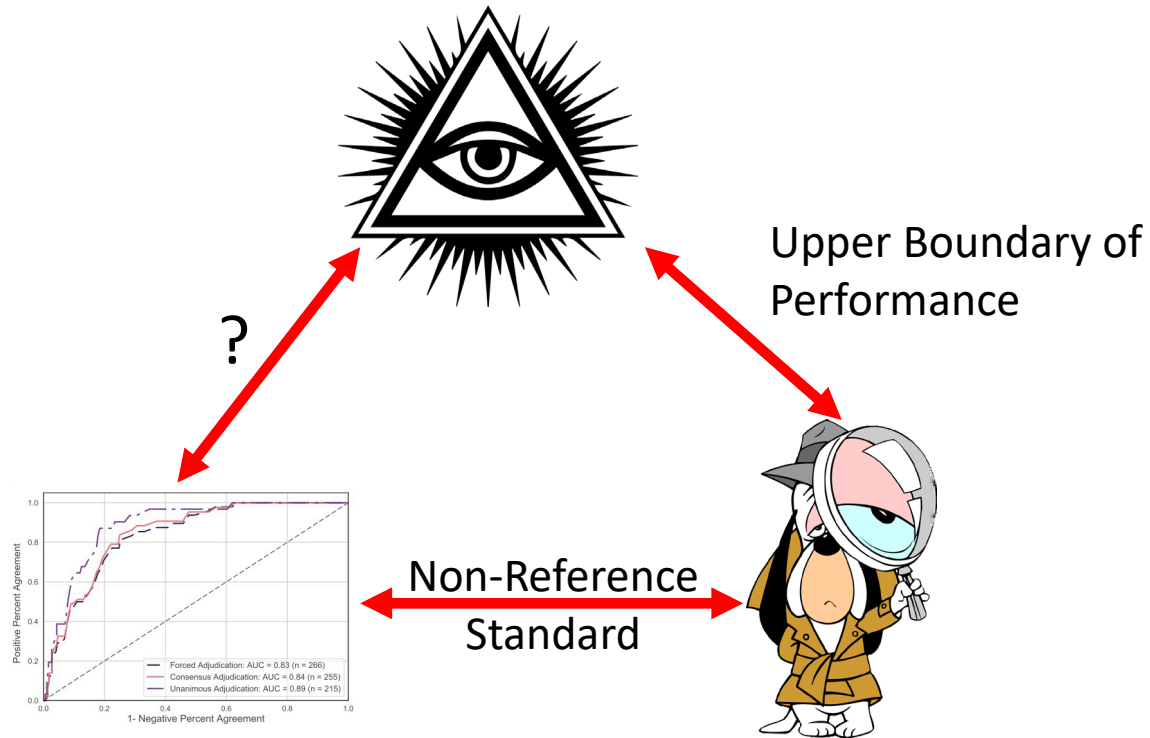
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HEALTH SYSTEM

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SCHOOL OF MEDICINE

When activated, White Blood Cells undergo structural changes



Challenge of the 'Gold Standard'



Real-world Impact

Average cost of care **reduction of \$1429** per patient tested

The fiscal impact of a rapid sepsis diagnostic in the Emergency Department (ED)

Authors: Christopher B. Thomas^{1,3}, Claude Dantonio², Alyse Hollis², Kristen Richard², Lindsey Booty², Tonya Jagneaux^{2,3}, Mark Laperouse^{2,3}, LeaAnn Teague², Christi Pierce², Hollis O'Neal Jr.^{1,2,3}

Affiliations:

1. Franciscan Missionaries of Our Lady Health System, Baton Rouge, LA, United States
2. Our Lady of the Lake Regional Medical Center, Baton Rouge, LA, United States
3. LSU Health Science Center: Baton Rouge Campus, Baton Rouge, LA, United States

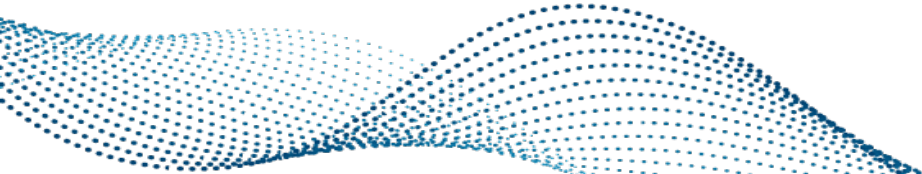


Disposition	Cost Reduction	LOS Reduction
Overall	\$1429	
Observation	\$243	
Inpatient	\$1930	1.28 Days
ICU	\$3624	2.42 Days



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An Objective Measure of The Host Response Suggests Social Determinants, Rather than Pathobiology, as a Factor in Disparate Sepsis Outcomes Among Races

Hollis R. O'Neal Jr.¹, Roya Sheybani², Miranda Mitchell¹, Henry T.K. Tse², Ajay M. Shah², Christopher B. Thomas¹

¹LSU Health Sciences Center / Our Lady of the Lake Regional Medical Center, Baton Rouge, LA, United States; Cytovale, LLC, ²Cytovale, San Francisco, CA, United States.

Results & Discussion

- Of the 150 patients included in the analysis, 92 (53%) self-reported as White and 58 (42%) Black.
- Black subjects were significantly younger (mean difference 8.3 years; $p < 0.01$) compared to White subjects (Fig. 3).
- No significant differences across race were observed in biological sex or severity of illness (Fig. 4, Fig. 5).
- Independent of race, the ISI correlated with increasing likelihood of adverse sepsis-related outcomes (Fig. 5).

Figure 3: Age distributions of Black and White subjects. Black subjects were on average 8.3 years younger than white subjects ($p < 10^{-4}$). (Bold colored lines following histograms represent kernel distribution estimations (KDE). Dashed vertical lines display median of each group).

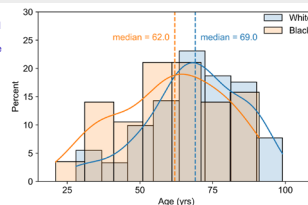


Figure 4: Biological sex of subjects across IntelliSep interpretation band and race. No significant difference was observed across race or interpretation band.

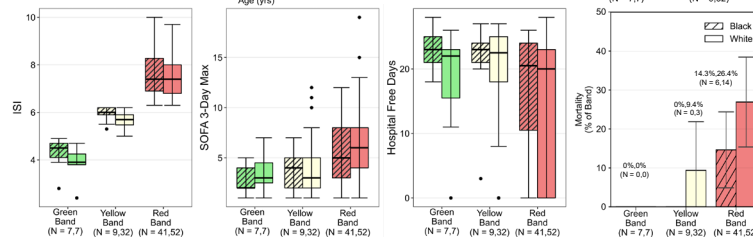
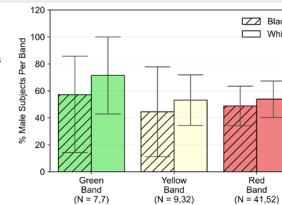
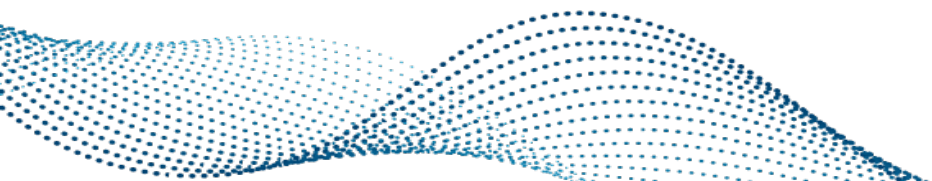
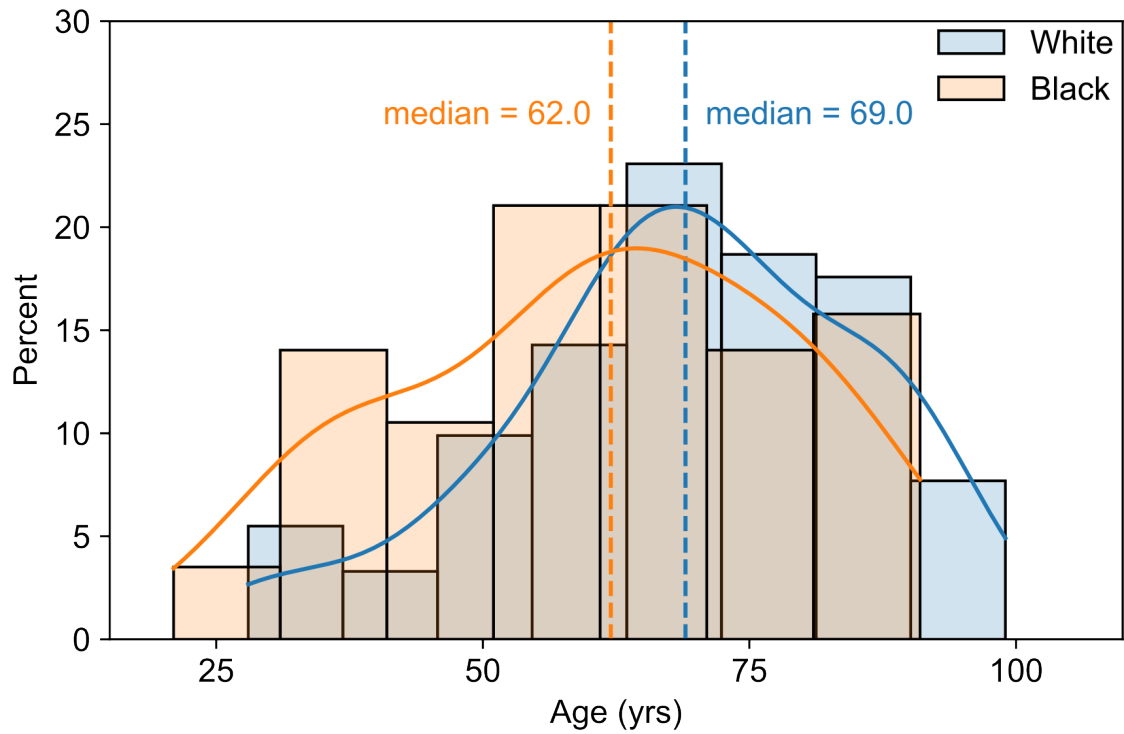


Figure 5: Measurements of immune dysregulation (ISI), organ dysfunction (SOFA, maximum of 3-days following presentation, baseline subtracted), all-cause-in-hospital mortality, and hospital free days across IntelliSep interpretation band and race. No significant difference in any of these measurements was observed across race.
Note: Hospital Free Days is defined as 28 days minus Hospital Length of Stay, where deceased subjects (in-hospital mortality) are allocated a zero value.





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HEALTH SYSTEM

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SCHOOL OF MEDICINE

LSU



Our Lady of the Lake
REGIONAL MEDICAL CENTER



Sepsis Diagnosis AI

Charles Beam, Blake Bollinger, Joel Keller, Bruce Quach

Sponsor: Dr. Tonya Jagneaux



Provider Problems

IntelliSep System

Long Analysis Times

Clinical Trial Costs





Objectives

Develop Custom LLM to
Confirm Sepsis Diagnosis

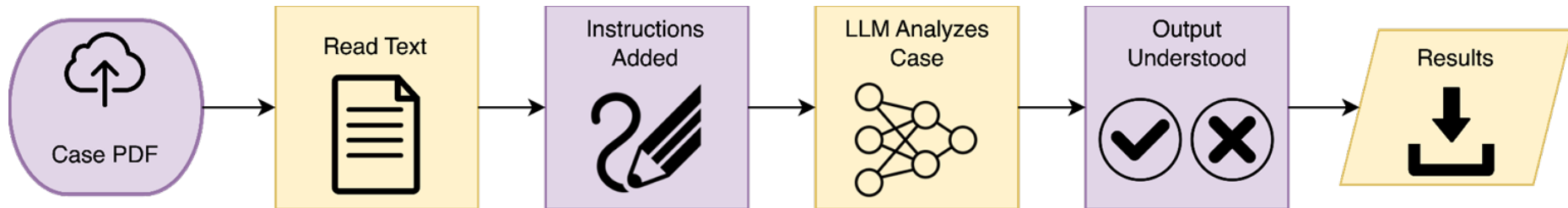
Lower Sepsis Diagnosis
Times

Speed up IntelliSep
Adoption





Our Solution





Demo



Sepsis Diagnosis Tool

Upload Patient Data PDF

 [Upload](#) or drop a file right here PDF





Bulk Tests Demo



Sepsis Diagnosis Tool

Upload Patient Data PDF

 [Upload](#) or drop a file right here PDF





Results + Discussion

81.9%

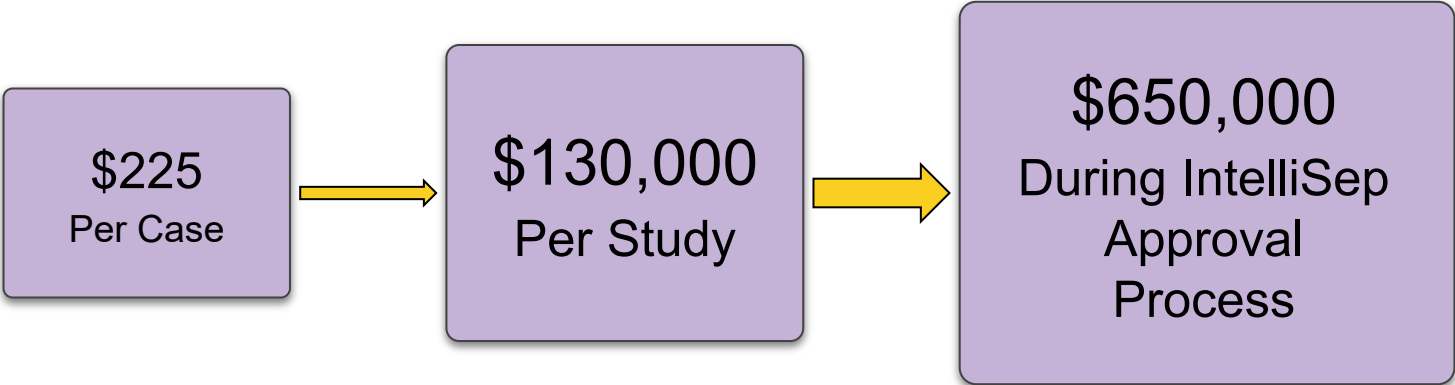
Overall Accuracy

0

False negatives in our
testing data



Financial Impact



Ethical Concerns



Model Oversight

Overseen by onsite doctors at all times.



HIPAA Concerns

End to end encryption and industry standard data security practices




Transparency


Results and decision making process are traceable




Next Steps

 Prioritize
Physician Use

Extensively test model
with real doctors

 Apply to Different
Diseases

Rare or difficult-to-
diagnose conditions

 Increase File
Format Support

CSV, XLSX, new PDF
files

Acknowledgements

Sponsor : Dr. Tonya Jagneaux and Our Lady of the Lake Regional Medical Center Baton Rouge

Collaborators : Dr. Roya Sheybani and Cytovale Team

Thank you!!



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Charles Beam
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Board of Supervisors

ACADEMIC COMMITTEE

BOARD OF SUPERVISORS MEETING | JUNE 28, 2024

Recommendation to Approve the LSU Campuses' Three-Year Academic Plans

Date: June 28, 2024

1. Bylaw Citation

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

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

2. Summary of Matter

In January 2022, the Board of Regents established a new procedure for academic programming development. The process removes the two-step process – eliminating the original Letter of Intent phase. Instead, each campus must provide a three-year academic plan, in which a comprehensive list of intended degree programs for the next three academic years are presented with relevant details for each. The purpose of institutional academic planning is to facilitate the efficient statewide coordination of academic degree program offerings, providing the opportunity for collaboration among institutions, encouraging innovation in program design to meet employer and student needs, and minimizing unnecessary program duplication. Upon Board of Regents' approval of such plans, the full Program Proposal phase begins for each individual program, which is identical to current practice.

Each LSU campus has submitted a three-year academic plan specific to their institutional mission and goals. The campuses, therefore, seek approval of the plans for AY2024-25 to AY 2026-27. The following degree programs are thus presented:

LSU A&M

Pending Programs (originally submitted in AY23-24 for submission in AY 23-24)

- Nexus Degree – Veterinary Technology
- BS Facilities Management
- BS Data Science
- Undergraduate Certificate in Data Science
- Graduate Certificate in Applied Statistics for the Social Sciences
- Graduate Certificate in Experimental Statistics for Agriculture & Natural Resources
- Graduate Certificate in Biostatistics for Health Sciences
- Graduate Certificate in Data Science

- MS Biomedical Sciences (non-thesis)
- MS Architecture
- ME Chemical Engineering

Year 1 (AY2024-25)

New Planned Programs for AY24-25

- BS Cybersecurity
- BA Design Studies
- Undergraduate Certificate in Business Communication/Business Journalism
- Undergraduate Certificate in Sports Communication
- Undergraduate Certificate in Health Communication
- Graduate Certificate in Sustainable Urban Studies
- PhD in Design
- PBC in Computer Science
- PBC in Civil Engineering
- MS Computational Molecular Medicine

On Track Programs (originally submitted in AY23-24 for submission in AY24-25)

- BS General Agriculture
- BS Construction Engineering
- PBC in Carbon Capture, Utilization & Storage
- MS Facilities Management

Terminations for AY24-25

- BS Learning Experience Design and Innovation
- DDES Cultural Preservation
- MS Human Development & Family Sciences

Year 2 (AY2025-26)

New Planned Programs for AY25-26

- Graduate Certificate in Healthcare Design Innovation
- Graduate Certificate in Higher Education Administration
- MA/PhD African and African American Studies
- MS Human Development and Family Sciences
- PhD Hispanic Studies
- PhD Philosophy

On Track Programs (originally submitted in AY23-24 for submission in AY25-26)

- 3+1 Option in BS in Nutrition & Food Science and Public Health (LSUHSCNO)

- BS Architectural Engineering
- BS Coastal Meteorology
- BS Robotics Engineering
- MS Construction Engineering
- MS Cybersecurity
- *Delayed Programs (originally submitted in AY 23-24 for submission in AY24-25)*
- Graduate Certificate in Toxicology and Environmental Regulatory Sciences

Year 3 (AY2026-27)

New Planned Programs for AY26-27

- BS Public Administration
- MA Energy, Environment and Sustainability
- MS Industrial Food Science and Technology

LSU Alexandria

Year 1 (AY2024-25)

- BS Cybersecurity
- BS Disaster Science and Emergency Management
- BA Biology

Year 2 (AY2025-26)

- BS Aviation
- BS Physics
- BA Fine Arts

Year 3 (AY2026-27)

- BA Performing Arts
- BS Agriculture

LSU Eunice

Pending

- Certificate of General Studies

Year 1 (AY2024-25)

- CTS Criminal Justice Practitioner
- CTC Basic Management
- CTC General Clerk
- CTS Entrepreneurship
- CTS Payroll Administrator
- CTC Programmer
- CTC Cyber Security

- CAS Para-professional

Year 2 (AY2025-26)

- CTC QuickBooks
- CTC Customer Service Representative

Year 3 (AY2026-27)

- CTS Emergency Management Practitioner
- CTS Application Programming
- CTS Information Systems Security

LSU Shreveport

- MS Occupational Physiology

Year 1 (AY2024-25)

- BS Healthcare Administration
- BS Data Science
- BS Social Work
- BA Pre-Law (Legal Studies)
- Graduate Certificate in Medical Cannabis Education
- Undergraduate Certificate in Certified Academic Language Therapist
- MS Leadership

Year 2 (AY2025-26)

- BS Nursing
- BS Cyber Psychology
- MS Biotechnology
- Graduate Certificate in Certified Academic Language Practitioner
- Graduate Certificate School Counselor

Year 3 (AY2026-27)

- Graduate Certificate in Casino Management
- Graduate Certificate in Data Analytics
- Graduate Certificate in Entrepreneurship
- Graduate Certificate in Finance
- Graduate Certificate in Human Resource Management
- Graduate Certificate in Marketing
- Graduate Certificate in Project Management

LSU Health Sciences Center - New Orleans

Year 1 (AY2024-25)

- PhD Biomedical Sciences

- MPH DVM/MPH Track
- Certificate in School Counseling
- Certificate in Clinical Mental Health Counseling
- Certificate in Play Therapy
- Certificate in Rehabilitation Counseling
- Certificate in Marriage and Family Counseling
- Certificate in Community-Based Dental Public Health
- AS in Dental Hygiene

Year 2 (AY2025-26)

- MS Translational Medical Sciences
- PhD Counselor Education and Supervision
- Masters in Medical Laboratory Science
- BSDT Dental Laboratory Technology
- DrPH Doctor of Public Health

Year 3 (AY2026-27)

- OTD Entry-level Doctorate in Occupational Therapy
- DDS/MPH Doctor of Dental Surgery/Masters of Public Health

LSU Health Sciences Center – Shreveport

Year 1 (AY2024-25)

- BS Degree Advancement, Cardiopulmonary Science
- Doctor of Physical Therapy Expansion
- BS Cardiovascular Technology
- Graduate Certificate in Public Health

Year 2 (AY2025-26)

- MD/MPH Combined Degree
- Dual BS in Cardiopulmonary and Medical Laboratory Science
- 3+3 Occupational Therapy Doctorate
- 3+3 Doctor of Physical Therapy
- 3+2 MS Communications Disorder Speech Language Pathologist
- Graduate Certificate in Clinical Anatomy

Year 3 (AY2026-27)

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

N/A

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve each LSU campus' three-year academic plans from AY 2024-25 to AY 2026-27.



Board of Supervisors

Request from LSU of Alexandria for Approval of Changes to its Academic Departments and Colleges

Date: June 28, 2024

1. Bylaw Citation

Pursuant to Article VII, Section 1, Paragraph N. Other Significant Matters

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

2. Summary of Matter

LSU of Alexandria is proposing several changes to its academic structure to better align resources with student demand and faculty expertise. These changes have been discussed with faculty, the deans' council, and members of the LSUA Strategic Communications Team.

1. Elimination of the Department of History, Political Science, and Disaster Science and integration of the department's faculty and academic programs into two existing departments: the Department of English and Humanities and the Department of Criminal Justice.
2. Renaming of the Department of English and Humanities to the Department of English, History, and Humanities.
3. Renaming of the Department of Criminal Justice to the Department of Criminal Justice and Civic Sciences.
4. Renaming of the College of Natural Science and Mathematics to the College of Science, Technology, and Mathematics.
5. Renaming of the Department of Communication, Languages, and Arts to the Department of Communication and Arts.

3. Review of Business Plan

N/A

4. Fiscal Impact

The proposed changes will have little fiscal impact. The elimination of one department will result in one fewer department chair. The current chair of the Department of History, Political Science, and Disaster Science receives a three-hour course reduction; if the department is eliminated, he will return to teaching a full course load (12 hours). He will also relinquish the \$4000 stipend he receives for serving as chair during the academic year (fall and spring) and the \$6000 stipend he receives for serving as chair the summer term. The operating funds currently available to the Department of History, Political Science, and Disaster Science will be divided proportionally between the renamed Department of English and Humanities and the renamed Department of Criminal Justice.

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

Explanation of Proposed Changes to LSUA's Academic Departments and Colleges

RESOLUTION

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

Request from LSU Health Sciences Center - Shreveport to Establish the Dr. Richard J. Courtney Endowed Professorship in Virology

Date: June 28, 2024

1. Bylaw Citation

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

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

2. Summary of Matter

The LSU Health Sciences Foundation in Shreveport has received \$100,000 in gifts to create and establish the Dr. Richard J. Courtney Endowed Professorship in Virology. With these gifts, they will be applying for matching funds from the Board of Regents Endowed Professorships Subprogram.

Maintaining a competitive, cutting-edge research program and investing in talented faculty educators is a priority of the Department of Microbiology and Immunology. In support of this vision, the Dr. Richard J. Courtney Endowed Professorship in Virology will facilitate the continued research productivity and academic excellence of a Virology faculty member in the Department of Microbiology and Immunology at LSUHSC-Shreveport. Faculty members who possess a proven track record of scholarly activity, grant funding, and educational excellence strengthen the reputation of LSUHSC-Shreveport and attract other successful faculty and qualified students. This endowment will augment the research program and professional development of a Department of Microbiology and Immunology, Virology Section faculty member, creating synergy within the Department and Institution as a whole.

3. Review of Business Plan

N/A

4. Fiscal Impact

N/A

5. Description of Competitive Process

N/A

6. Review of Legal Documents

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

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

N/A

RESOLUTION

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

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

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

Date: June 28, 2024

1. Bylaw Citation

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

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

2. Summary of Matter

The Bachelor of Arts (BA) degree in Honors Interdisciplinary Leadership (HIL) at LSU A&M educates honors students with a strong foundation in critical thinking, interdisciplinary perspectives, and research-driven inquiry. Directed at leadership development across disciplines, the HIL BA degree is designed for exceptional students in the Roger Hadfield Ogden Honors College at LSU A&M who want to effect positive change in Louisiana and beyond by expanding their knowledge of the great ideas and cultures that influence how we engage with each other in global societies.

The HIL BA degree program offers a premier arts and science education and a structured pathway that enables students to engage in a core curriculum and pursue their interests through elective courses involving specific topics and/or focus areas. Upon completion of the program, students will be prepared to take on leadership roles in a wide range of career opportunities, to address complex issues, articulate global perspectives, and perform across disciplinary boundaries.

Eligible students are members of the Roger Hadfield Ogden Honors College who will be admitted to this four-year undergraduate degree curriculum through a selective process. The HIL BA degree will consist of foundational courses, including HNRS 2000 Critical Analysis and Social Responsibility (focused on Louisiana and its role at the forefront of global issues, including energy development, climate resilience, and education); HNRS 2009 Physical Science for Citizens or HNRS 2010 Life Science for Citizens; and HNRS 2100 Great Conversations. The degree will include a "Founding Traditions" sequence that will explore themes in the classical, medieval, Renaissance, and modern worlds that still resonate and influence thought today. There will be an emphasis on mastering a foreign or computer language (or exploring more than one) and completing Advanced Honors seminars in topics such as Technology and Society; Philosophy, Politics, and Economics; Comparative Civilizations; and Leadership and Scholarship. Students majoring in HIL will be required to complete an Honors Capstone project, supported by research courses and defended before a faculty committee. Finally, the degree allows flexibility to pursue a wide variety of approved electives, allowing students to complete a second major or minor.

The HIL BA major is expected to admit approximately 10 percent of each incoming class, currently 100 students, and it is expected that most HIL majors will choose to pair this degree with other bachelor's degrees or minors across the university. HIL BA students will have increased exposure to a wide variety of disciplines that will enhance their knowledge and challenge their perspectives – complementing the focused specialization of any additional majors or minors – and gain a broad education that cultivates leadership skills and conceptual thinking. The Dean's Advisory Council has announced that it plans to assist the Dean in securing guaranteed employment with partners across Louisiana's business, industry, and public sectors, or a position in graduate and professional schools in the LSU System, for all HIL graduates.

LSU's Ogden Honors College HIL degree is designed for students who will pursue leadership positions in business, law, healthcare, industry, and academia. Utilizing Lightcast market research for the seven-state service area, the outlook for various manager, director, specialist, and executive roles in these job markets is excellent – 1.99M jobs are currently available, 3% above the national average. The wide-ranging occupations in areas such as business, law, healthcare, industry and academia, in total, in this region are expected to grow 14.1% in the next ten years, higher than the national growth rate of 12.6%. Furthermore, there are currently 213,559 annual openings (combination of projected growth and replacements) for the next ten years in this region. The service area only provides approximately 559 completers annually, leaving a very large demand for potential employees in these leadership positions in the region ($559/213,559 = 0.2\%$).

3. Review of Business Plan

The new program will be housed in the Ogden Honors College with the purpose of restructuring the curricular experience of leading students in the college. It is designed to rely upon pre-existing instructional, administrative, and student support resources. Participants will enter through a rigorous application process to ensure compatibility and success. Current FTE college administration, advising, and enrollment management personnel will carry out this process to allow a projected enrollment of fewer than 100 students per year classification to pursue the degree.

The program requirements rely on pre-existing honors courses of the college and of university academic departments, and their instructional staffing will be prepared under existing agreements with departments.

4. Fiscal Impact

The degree program will be supported by pre-existing models of teaching agreements with departments or individuals under which the current curriculum functions. These models include: 1) departmental replacement payments for faculty members teaching courses in the college within the course load of their departmental appointment, 2) additional compensation for faculty members teaching over their appointed load, or 3) direct hiring of contingent faculty members.

Current sources of instructional funding will be expended within these models to provide courses that apply to the major program requirements, incurring no new fiscal impact from this curricular restructuring. These pre-existing funding sources include the unit allocation of public funds, distributions from endowed professorships, and other unrestricted private funds.

The college counseling staff was recently augmented with four FTE to total six FTE dedicated to this function. This group will advise and support students pursuing this degree program and will conduct administrative processes of enrollment, substitution, and verification of requirements. It is expected that established funding levels will continue to sustain these positions and that no new funds will be needed beyond those separately requested to support the remarkable student population growth in the college.

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

N/A

RESOLUTION

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

Request from LSU Health Sciences Center - New Orleans for Approval of Mission Statement

Date: June 28, 2024

1. Bylaw Citation

Pursuant to Article VII, Section 6

Article VII. Authority of the Board

Section 6. Mission of the University

The Board will regularly review the mission of the University and the missions of all the institutions defined in Article I.

2. Summary of Matter

In preparation for the upcoming reaffirmation of the accreditation by SACSCOC, the LSU Health Sciences Center – New Orleans requests review and approval of their new mission statement.

Current mission statement:

The mission of LSUHSC-NO is to provide education, research, patient care, and community outreach. LSUHSC-NO comprises the Schools of Allied Health Professions, Dentistry, Graduate Studies, Medicine, Nursing, and Public Health.

Proposed mission statement:

We educate the future health professions workforce, lead advancement in research and scholarship, provide exceptional and equitable health care, and partner and advocate to build healthy communities.

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

N/A

RESOLUTION

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

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

Date: June 28, 2024

1. Bylaw Citation

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

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

2. Summary of Matter

The Institute for Nonprofit Administration and Research Affairs was originally approved by the Board of Regents in 2001, and reauthorized in 2009, 2014, and 2019.

The Institute for Nonprofit Administration & Research (INAR) at Louisiana State University in Shreveport seeks to gain reauthorization from the Louisiana State Board of Regents. INAR was founded in 2001 to conduct research and disseminate knowledge about nonprofit organizations. INAR strives to elevate the future of the nonprofit sector through transformative education, impactful research, and professional development. INAR is housed in the College of Arts and Sciences at Louisiana State University Shreveport. The Institute has made great strides over the past 5 years, including created and launched 3 new nonprofit degree and certificate programs, published nonprofit research reports and papers, earned \$63,000 in grants, and partnered with Louisiana Alliance for nonprofits, and co-hosted two statewide conferences with over 200 nonprofit professionals in attendance.

The nonprofit sector in Louisiana, encompassing over 22,000 organizations employing 8% of the state's workforce, faces misconceptions about its operations and impact. INAR conducts vital research to illuminate these aspects, filling a longstanding gap. Moreover, nonprofits encounter challenges in securing funding and professional development opportunities. Restricted donations often hinder overhead expenses, crucial for operational efficiency. Despite significant socioeconomic hurdles, nonprofits play a pivotal role in serving vulnerable populations and driving economic activity.

INAR addresses these challenges by offering professional development cohorts, workshops, and technical assistance to nonprofit leaders, empowering them to operate efficiently and effectively. By bridging these gaps, INAR strengthens the nonprofit sector's impact and sustainability in Louisiana.

Degrees and Certificates

The Master of Science in Nonprofit Administration (MSNPA) prepares students for middle and upper-level administrative positions in the nonprofit sector. The program's enrollment has increased to 220 students. Accredited by the Nonprofit Academic Centers Council, the MSNPA also offers the Nu Lambda Mu nonprofit academic honor society for students. The program has produced over 600 alumni nationwide, addressing the need for skilled nonprofit administrators.

Other programs include the Bachelor of Science in Nonprofit Administration (BS in NPA), and the Undergraduate and Graduate Certificates in Nonprofit Administration. These degrees meet local, state, and national workforce needs to serve the public through employment in nongovernmental and nonprofit organizations. The curriculum, designed and taught by experienced professionals, covers nonprofit management, fundraising, nonprofit law, and other essential topics. Graduates are well-prepared for entry-level roles such as Development Coordinators, Program Assistants, Volunteer Coordinators, or Administrative Assistants.

Future Plans

In 2022, INAR hired a community focused Executive Director and re-established its advisory board with members of the nonprofit and business community. The advisory board has helped INAR determine its strategic direction. In the next five years, INAR plans to engage in annual fundraising and continue to build its individual donor base and corporate sponsors. INAR will also continue to seek out foundation funding and fee for service clients that are in alignment with their mission.

In the meantime, INAR will continue to enhance its educational and build enrollment in its degree program offerings to meet the needs of nonprofit leaders. INAR will also go up for reaccreditation in its MS in Nonprofit Administration program. In the research area, INAR plans to continue its research services including its nonprofit economic and workforce reports across the state of Louisiana. INAR also hopes to upgrade its call center and be the nonprofit technical assistance center for nonprofits throughout the state. In the consulting and outreach area, INAR plans to continue to help nonprofits run more effectively by offering annual professional development workshops for nonprofits on topics that are relevant and needed. In addition, INAR hopes to develop a sustainable funding source to offer the Nonprofit Capacity Building Cohorts to nonprofits on an annual basis.

3. Review of Business Plan

INAR employs an Executive Director (Heather Carpenter) who in 2022 was named a Top 50 nonprofit leader by the Nonprofit Times, a Manager of Operations (Stacey Hargis), a Research Director (Helen Wise), a Research Manager (Rachel Taylor), and a Research Assistant (Abigail-

Huddelston William). Also employed by INAR are two academic faculty members, 10 adjuncts, 5 student workers, and 2 graduate assistants. The Manager of Operations, Stacey Hargis has been with INAR for 22 years and has been instrumental in maintaining the mission of INAR and supporting research projects. Helen Wise has been with INAR for 23 years and has been a vital and committed member of the department. Dr. Wise has continued to strengthen community relationships with INAR and establish numerous research opportunities for the department. Rachel Taylor has also been a vital employee to INAR for 10 years managing the call center.

INAR currently uses 5 offices, one classroom, and one room which houses the call center. INAR has outgrown its space and will need to look for a larger space to house our 10.5 FTEs. A server was purchased in 2017 for the call center and housed in Information Technology. Surveying software license is renewed annually. A telephone recording device for quality oversight was purchased in 2013 and again in 2018. All computer and telephone equipment needs to be updated. A funding request of \$90,000 has submitted to facilitate these updates.

4. Fiscal Impact

The Center's FY budget is \$512,042 in professional service contracts with additional revenue in the amount of \$63,000 from grants, individual and corporate contracts, and non-credit continuing courses. Estimated costs are predicted not to exceed anticipated revenue.

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

N/A

RESOLUTION

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



Board of Supervisors

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

Date: June 28, 2024

1. Bylaw Citation

Pursuant to Article VI. Section 1. Paragraph N. Other Significant Matters

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

2. Summary of Matter

LSU of Alexandria proposes to change the name of its Center for Engaged Teaching and Learning to the *Mary Boone Treuting Center for Engaged Teaching and Learning*. The center, which is housed on the second floor of the James C. Bolton Library, is a focal point for the university's ongoing efforts to promote student success through innovative programs and initiatives. Such programs and initiatives include developing opportunities for students to engage in meaningful undergraduate research; providing opportunities for students to explore potential career pathways through internships both on and off-campus; and creating hands-on, experiential learning opportunities to complement traditional classroom learning. The work of the center is overseen by Dr. Nathan Sammons, the Assistant Vice Chancellor for Engaged Teaching and Learning.

The university now considers it fitting that the Center be renamed after Dr. Mary Boone Treuting, a Professor of Psychology and former Dean of the College of Social Sciences, who passed away on January 4, 2024, after a long illness. During her thirty-three-year long career at LSUA, Dr. Treuting worked tirelessly to support the efforts of her colleagues and to enhance the experience of the university's students. Her many groundbreaking initiatives included the establishment of LSUA's Center for Teaching Excellence and the development of LSUA's First Year Experience Program. After her retirement and shortly before her death, Dr. Treuting was named Dean Emeritus of the College of Social Sciences and Professor Emeritus of Psychology.

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

N/A

RESOLUTION

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



Board of Supervisors

FINANCE COMMITTEE

BOARD OF SUPERVISORS MEETING | JUNE 28, 2024

Request to Prohibit All LSU Institutions from Withholding Student Transcripts Due to Outstanding Debt

Date: June 28, 2024

1. Bylaw Citation

Pursuant to Article VII, Section 8, D.1 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a “significant board matter.”

I. D.1 Any matter having a significant fiscal (primary or secondary) or long-term educational policy impact on the LSU System or any of its campuses or divisions.

2. Summary of Matter

Act 334 of the 2020 Regular Session of the Louisiana Legislature allows “public postsecondary education management boards authority to adopt policies to prohibit the institutions under their supervision and management from withholding student transcripts due to outstanding debt”.

The US Department of Education (DOE) amended the regulations related to financial responsibility, administrative capability, certification procedures, and ability to benefit of the Higher Education Act of 1965 by prohibiting institutions, effective July 1, 2024, from withholding student transcripts in the following situations:

- Institutions cannot withhold transcripts – or take other negative actions against a student – in cases where a debt on a student’s account is created because of an error made by the institution in administering Title IV funds, or when there is fraud or misconduct by the institution or its employees.
- Institutions will have to provide an official transcript to a student for payment periods when the student received Title IV aid and all institutional charges for that payment period were paid or included in an agreement to pay.
- Institutions will be able to utilize other existing methods of collecting a balance on a student’s account.

The ability to withhold transcripts currently serves as the primary form of leverage to collect past due student balances. The DOE regulation allows for inconsistency in how students with a past due balance could be treated regarding transcript holds. Students who may never have received Title IV could have their transcript held if they owe a past due balance where another student who received Title IV would not. Institutions could continue to withhold transcripts for payment periods in which the student did not receive Title IV funds at all, as well as for payment periods in which students did receive Title IV funds but owed the institution a balance for that payment period. However, there is currently no way to parse out a transcript to differentiate terms for which Title IV was received versus not.

To treat all students in a fair and equitable manner, it is proposed that no student transcript will be withheld for an outstanding balance and other measures will be employed to ensure debts owed to the institutions are collected.

These measures can include, but are not limited to the following:

- Students who have not paid their balance in full or who have not made payment arrangements (i.e. payment plan) to cover their balance in full for the current term may have their course schedule dropped.
- Current students who have not paid their balance in full or are delinquent on their payment plan may not be permitted to schedule classes for a future term.
- A diploma hold may be placed on any student who has a past due balance.
- Former students who owe a balance and are attempting to return to the institution should not be permitted to schedule classes until the past due balance is paid in full.
- Former students who have had their past due balance sent to collections (i.e. Attorney General's Office) and/or written off and are attempting to return to the institution should not be able to schedule classes until their past due balance is paid in full.

Each institution shall designate an individual(s) with authority to exercise professional judgment in the collection of outstanding debt.

3. Review of Business Plan

N/A

4. Fiscal Impact

Due to the inability to predict student behavior and the diversity of tuition and fees across the institutions, a precise fiscal impact cannot be quantified at this time. It is expected that the inability to withhold transcripts will increase the number of accounts sent to collections and accounts written off each year.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

Not applicable.

7. Parties of Interest

None of the parties relevant to the approval of this resolution have any related interest, nor will they receive any financial gain from this approval.

8. Related Transactions

None.

9. Conflicts of Interest

None.

10. Attachments

1. Act 334 of the 2020 Regular Session of the Louisiana Legislature

RESOLUTION

WHEREAS, any LSU institution issuing student transcripts;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, in accordance with Act 334 of the 2020 Regular Session of the Louisiana Legislature and the US Department of Education regulations, will be prohibited from withholding student transcripts due to an outstanding debt.

Each institution shall employ alternative measures to collect outstanding student debt. Each institution shall designate an individual(s) with authority to exercise professional judgment in collecting outstanding debt.

ENROLLED**ACT No. 334**

2020 Regular Session

HOUSE BILL NO. 676

BY REPRESENTATIVES EMERSON, BRYANT, CARRIER, GARY CARTER, WILFORD CARTER, DUPLESSIS, FONTENOT, FREEMAN, FREIBERG, GAINES, IVEY, TRAVIS JOHNSON, LARVADAIN, LYONS, DUSTIN MILLER, CHARLES OWEN, SELDERS, AND STEFANSKI AND SENATORS FIELDS AND JACKSON

1 AN ACT

2 To enact R.S. 17:3391, relative to student debt; to allow public postsecondary education
3 management boards to adopt policies to prohibit the institutions under their
4 supervision and management from withholding student transcripts and other records
5 due to outstanding debt or defaulting on a loan; to prohibit public postsecondary
6 education institutions from withholding certain services due to defaulting on a loan;
7 to provide for definitions; and to provide for related matters.

8 Be it enacted by the Legislature of Louisiana:

9 Section 1. R.S. 17:3391 is hereby enacted to read as follows:

10 §3391. Student records; outstanding student debt; student loan default

11 A. For purposes of this Section:

12 (1) "Debt" means any money, obligation, claim, or sum, due or owing, or
13 alleged to be due or owing, from a student.

14 (2) "Default" means the failure of a borrower to repay a loan according to
15 the terms agreed to in the promissory note.

16 B. Notwithstanding any other provision of law, each public postsecondary
17 education management board may adopt a policy to prohibit the institutions under
18 its supervision and management from doing any of the following:

19 (1) Refuse to provide a transcript for a current or former student on the
20 grounds that the student owes a debt.

1 (2)(a) Condition the provision of a transcript for a current or former student
2 on the payment of a debt other than a fee charged to provide the transcript or
3 enrollment in a repayment plan.

4 (b) Any repayment plan established as a precondition of providing a
5 transcript shall include a monthly payment amount. The monthly payment amount
6 shall be established with consideration of the current or former student's ability to
7 pay and shall not exceed fifteen percent of the student's monthly income.

8 (3) Charge a higher fee for obtaining a transcript or provide any other less
9 favorable treatment because a student or former student owes a debt.

10 (4) Use transcript issuance as a debt collection tool.

11 (5) Withhold services from a current or former student who is in default on
12 a federal loan. Services that shall not be withheld include but are not limited to:

13 (a) Providing grades.

14 (b) Providing a diploma.

15 (c) Course registration services.

16 (d) Issuing transcripts.

SPEAKER OF THE HOUSE OF REPRESENTATIVES

PRESIDENT OF THE SENATE

GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: _____

Request from LSU Health Sciences Center – Shreveport to Approve the FY2025 Expenditure of Carroll W. Feist Legacy Funds for the Feist Weiller Cancer Center and to Make Determinations of Acceptable University Purposes

Date: June 28, 2024

1. Bylaw Citation

Pursuant to Article VII, Section 1L

I. Other Significant Matters

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

2. Summary of Matter

The Feist-Weiller Cancer Center (FWCC) is an administrative component of the LSU Health Sciences Center – Shreveport (LSUHSC – S). LSUHSC – S requests Board of Supervisors approval for expenditure of \$3,614,422 in Carroll W. Feist (CFeist) Legacy funds.

The Carroll W. Feist Legacy Account was established from the bequest of Carroll W. Feist to support cancer research at the Feist-Weiller Cancer Center at LSUHSC in Shreveport. As stipulated in the Second Addendum to the Affiliation Agreement between LSU Board of Supervisors and the LSU Health Sciences Foundation in Shreveport, a budget is required for the expenditure of Legacy Account funds with the budget to be approved by the Chancellor of LSUHSC in Shreveport and the President of the Louisiana State University. The matter is before the Board in accordance with the Second Addendum and related court order, which requires budget requests in excess of \$1,000,000 (one million dollars) to have Board of Supervisors review and approval.

The campus suggests that the requested expenditure of funds will provide support for the Programs in Basic and Translational Research, Clinical Research, and Cancer Control and Prevention. In particular, requests for Intramural Grant Support, FWCC Research Infrastructure, enhanced support for clinical research needs, seed packages for faculty recruitment and expansion of space/equipment for patient related research efforts.

Pursuant to the Uniform Affiliation Agreement actions taken, particularly those involving transactions in the nature of capital expenditures must be found to have a university, rather than foundation, purpose.

3. Review of Business Plan

N/A

4. Fiscal Impact

The funds provided for in this approval would have a positive fiscal impact of \$3,614,422 on the campus.

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

1. C. Feist Legacy Budget Request FY2025_FOUNDATION APPROVED

RESOLUTION

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



Office of the Chancellor


David S. Guzick, MD, PhD
Chancellor

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

O 318-675-5240
www.lsuhs.edu

DATE: May 3, 2024

TO: LSU Board of Supervisors

FROM: David S. Guzick, MD, PhD
Chancellor 

RE: LSU Board of Supervisors Agenda Item for June Meeting

We are requesting that the Annual Feist Weiller Cancer Center Legacy Budget Request be placed on the Board of Supervisors' agenda for the June 28, 2024, meeting.

Enclosed you will find the Board Resolution along with LSU Foundation approved and signed budget request for FY 2024-2025.

Thank you for your consideration.



Board of Supervisors

Request from LSU Health Sciences Center in Shreveport to Approve the FY2025 Expenditure of Carroll W. Feist Legacy Funds for the Feist Weiller Cancer Center and to Make Determinations of Acceptable University Purposes

Date: April 26, 2024

1. Bylaw Citation

Pursuant to Article VII, Section 1L

I. Other Significant Matters

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

2. Summary of Matter

The Feist-Weiller Cancer Center (FWCC) is an administrative component of the LSU Health Sciences Center – Shreveport (LSUHSC – S). LSUHSC – S requests Board of Supervisors approval for expenditure of \$3,614,422 in Carroll W. Feist (CFeist) Legacy funds.

The Carroll W. Feist Legacy Account was established from the bequest of Carroll W. Feist to support cancer research at the Feist-Weiller Cancer Center at LSUHSC in Shreveport. As stipulated in the Second Addendum to the Affiliation Agreement between LSU Board of Supervisors and the LSU Health Sciences Foundation in Shreveport, a budget is required for the expenditure of Legacy Account funds with the budget to be approved by the Chancellor of LSUHSC in Shreveport and the President of the Louisiana State University. The matter is before the Board in accordance with the Second Addendum and related court order, which requires budget requests in excess of \$1,000,000 (one million dollars) to have Board of Supervisors review and approval.

The campus suggests that the requested expenditure of funds will provide support for the Programs in Basic and Translational Research, Clinical Research, and Cancer Control and Prevention. In particular, requests for Intramural Grant Support, FWCC Research Infrastructure, enhanced support for clinical research needs, seed packages for faculty recruitment and expansion of space/equipment for patient related research efforts.

Pursuant to the Uniform Affiliation Agreement actions taken, particularly those involving transactions in the nature of capital expenditures must be found to have a university, rather than foundation, purpose.

3. Review of Business Plan

N/A

4. Fiscal Impact

The funds provided for in this approval would have a positive fiscal impact of \$3,614,422 on the campus.

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

1. C. Feist Legacy Budget Request FY2025_FOUNDATION APPROVED

RESOLUTION

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

03/12/2024

From: Richard P. Mansour, MD
Professor of Medicine, Hematology - Oncology
Interim – Director, Feist-Weiller Cancer Center

To: David S. Guzick, MD, PhD
Chancellor

Re: Annual budget request from Carroll W. Feist Legacy funds for FY 2024 – 25

The Carroll W. Feist Legacy Account was established at the bequest of Carroll W. Feist to support cancer research at the Feist-Weiller Cancer Center (FWCC) at LSUHS in Shreveport. As stipulated in the Second Addendum to the Affiliation Agreement between the LSU Board of Supervisors and the LSU Health Sciences Foundation in Shreveport, a budget is required for the expenditure of Legacy Account funds with the budget to be approved by the Chancellor of LSUHS in Shreveport and the President of the Louisiana State University.

Feist-Weiller Cancer Center (FWCC) remains the only academic cancer center in North Louisiana. It cares for 50% of the geographic state, covering 1.6 million lives. FWCC has two major roles: the first is to advance cancer care and reduce the burden of cancer in North Louisiana, and the second is to develop research programs, faculty, and facilities that will lead to better and more innovative approaches to cancer prevention, diagnosis, and treatment. Over the last year, FWCC faculty have worked together to build a truly integrated cancer center to accomplish the directive needed for national recognition.

In 2024 the Cancer Center will have a major reduction in funding of its programs. LSU Health Chancellor, Dr. David Guzick made significant changes in the financing of LSU Health that resulted in massive savings to the budget of the Carol W. Feist legacy funds. The restructuring included moving several million dollars to other sources, which resulted in actual spending being approximately one million dollars under the allowed 4% of the trust value beginning July 2023. Our intention is to provide Dr. Guzick with these savings for the recruitment of a new Cancer Center Director.

In Fiscal Year 2023-24, Feist-Weiller Cancer Center invested in infrastructure services that slowed or shut down due to the COVID-19 epidemic. Cancer Center programs like FWCC's Precision Medicine felt the effects of COVID-19 with reduced services until July 2023. Dr. Ellen Friday obtained a \$1.7 million grant from the Eli Lilly corporation to fund the sequencing of any of our patients recently identified with newly diagnosed malignancy. This activity is ongoing, and the accrual rate is brisk. Additionally, the cancer center's tissue repository suspended new case acquisitions during the COVID19 epidemic. Due to the work of Dr. Ellen Friday and Dr. Terry Lairmore, the tissue repository is now actively banking new tissues for cancer research. Dr. Omar Franco is creating cell lines from the new tissue. Of note, cell lines are for current and future cancer research.

The following is our budget request for FY2025. The budget request will provide support for continuing programs: Basic and Translational Research; Clinical Research; and Cancer Control and Prevention. Included will be requests for existing obligations in Intramural Grant Support, FWCC Research Infrastructure including enhanced support for clinical research needs, seed packages for faculty recruitment and retention, and expansion of space/equipment for cancer related research efforts. In addition, we will support the core facilities needed to facilitate research. A detailed explanation of the budget items follows the budget summary.

Our community outreach program, Partners – in – Wellness (PIW) is a service and research-oriented organization bringing cancer screening to twenty-seven (27) parishes in North Louisiana. This year we have a

new mobile van outfitted for cancer screenings pertaining to breast, cervical and colon. The mobile mammography service is contributing to a large national NIH sponsored research trial testing two different technologies in screening for early breast cancer. There are new research projects examining the barriers to cervical cancer screening in underserved populations of rural North Louisiana.

The FWCC Clinical Research group has been highly active participating in the national TMIST (Tomosynthesis Mammographic Imaging Screening Trial) in the detection of early breast cancer. Of note, our site is one of the top performing sites in the country as well as the top minority accrual site in the US. The FWCC continues to support participation of experts in cancer conferences adding to the quality of patient care, as well as a visiting professorship for basic science cancer research that broadens the education of students, residents, fellows, and faculty. Additionally, we provide substantial support to four basic science researchers working on cancer research by investing in their work allowing them to be competitive for federal grants.

BUDGET REQUEST SUMMARY

1. Administrative Supplements		\$534,336
2. Seed Packages		\$363,400
i. Dr. Omar Franco	\$175,000	
ii. Dr. Taichiro Nonaka	\$57,000	
iii. Dr. Tarek M. Mohamed	\$61,400	
iv. Dr. Ana Dragoi	\$70,000	
3. CORE / Infrastructure		\$646,000
i. Equipment related expenses	\$265,000	
ii. Tissue/Serum Repository Core	\$200,000	
iii. INLET	\$90,000	
iv. CMTV Genomic Core	\$80,000	
v. Flow Core	\$11,000	
4. Intramural Grant Support		\$312,240
i. Predoctoral Awards	\$32,000	
ii. Postdoctoral Awards	\$282,240	
5. Clinical Research Programs		\$400,000
i. Clinical Trials Office	\$300,000	
ii. Precision Medicine/Genomic Sequencing	\$100,000	
6. Basic/Translational Research Programs		\$48,319
i. Epigenetics in Cancer Focus	\$48,319	
7. Partners In Wellness Community Outreach		\$300,000
8. Visiting Scientist Program		\$60,000
9. Faculty, Staff /Trainee Research Support		\$60,000
10. Cancer Research Recruitment		\$888,127
Total Budget Requested:		\$3,614,422

Details of Budget Request

1. ADMINISTRATIVE SUPPLEMENTS– BUDGET REQUEST \$534,336

To provide core services at Feist-Weiller Cancer Center, the following faculty receive administrative supplemental pay for their various duties and services:

Dr. Richard Mansour – Interim Director FWCC
Dr. Gary Burton – Assoc. Dir. Clin Trials
Dr. Connie Arnold – Research & Development
Dr. Andrew Yurochko – Assoc Dir Basic Science Research
Dr. Ellen Friday – Genome/Biorepository
Dr. James Cotelingam – Med Dir. Genome Seq Lab
Dr. Ana Dragoi – INLET Director
Dr. Rona Scott – Scientific Director
Dr. Nayanatara Swamy – Breast Radiology
Dr. Tyler Plauche – Breast Radiology
Dr. Glenn Mills – Dir BMT & Genome Labs, PIW Med Dir
Dr. Guillermo Sangster – CT/MRI reads for tumor bd/studies
Dr. Deborah Smith – PIW grant writer/researcher
Dr. TBD for Director of Stem Research in BMT Lab

2. SEED PACKAGES AND NEW FACULTY HIRES SUPPORT – BUDGET REQUEST \$363,400

In order to recruit top-notch faculty, we must offer seed packages to enable them to establish a research program/laboratory. Seed packages range from \$50,000 – \$400,000 a year depending on the seniority of the faculty and the prior success of their research program. Currently renewal of NIH/NCI grants is extremely competitive and frequently results in faculty having a lapse of funding. Retention of faculty who have a proven record of grant funding during this interim period between grants is critical to retaining these established investigators. Over the last year, we have been successful in attracting and recruiting several promising young and senior cancer researchers with NCI awards. FWCC has committed to contributing to their seed funding. This includes seed packages for Assistant Professors (MD, PhD, and DDS/PhD), NCI funded Associate professor (MD, PhD) and 2 Professors with history of NCI funding (PhD, MD/PhD).

Dr. Omar Franco	\$175,000
Dr. Taichiro Nonaka	\$ 57,000
Dr. Tarek Magdy	\$ 61,400
Dr. Ana Dragoi	\$70,000

3. FWCC INFRASTRUCTURE AND RESEARCH CORE – BUDGET REQUEST \$646,000

A Cancer Center's ability to be nationally recognized also is judged by its shared resources and cores. These core support advanced technologies are needed to accelerate discoveries by our research community. To be competitive and accelerate new discoveries, the FWCC must invest in state-of-the-art technologies and equipment. These shared resources also allow us to attract and recruit top talent. Last year, FWCC made a substantial investment in state-of-the-art equipment to support its already established core and to open new FWCC research cores to support the research community.

Programs Supported by FWCC:

Feist Weiller Cancer Center supports several Research Cores performing critical cancer research. FWCC has purchased equipment, supplies, and provided financial support in the following core programs:

- **The Research Core Facility** at LSU Health Shreveport provides investigators, post-doctoral fellows, and graduate and undergraduate students with access to a wide variety of research services, educational and training opportunities, and state-of-the-art technologies. These technologies include cellular metabolism, flow cytometry, laser capture microdissection, mass spectrometry, microarray, fluorescence, confocal, and super resolution confocal microscopy, next generation sequencing, and real-time PCR.
- **The Genomics Core** at LSU Health Shreveport offers comprehensive services and support for state-of-the art 'omics' experiments.
- **The Mass Spectrometry (MS) Core** in the LSU Health-Shreveport Research Core Facility provides efficient and cost-effective proteomics and metabolomics-based services for research investigators. For protein analysis, our principal approach is bottom-up proteomic.
- **The Microscopy Imaging Core** is a shared user facility that provides access to advanced microscopes as well as the expertise of dedicated imaging specialists.
- **The Feist-Weiller Cancer Center Tissue and Serum Repository (TSR)** supports research by insuring investigators have access to quality tissue and body fluid specimens annotated with appropriate clinical, pathologic and outcome data to facilitate their research.
- **The FWCC Innovative North Louisiana Experimental Therapeutics Program (INLET)** is a high-throughput high-content screening (HTS) facility focused on the discovery and development of drugs targeting cancer and other diseases.
- **The Immunophenotyping Core** provides investigators with experienced personnel that can execute immunophenotyping experiments related to both flow-cytometry and microscopy to advance understanding of the contribution of immunology and inflammation to disease progression.
- **The Department of Cellular Biology and Anatomy Morphology Core Facility.** The facility has all the equipment necessary for the preparation, sectioning, and staining of electron microscopy.
- **The Small Animal Imaging Facility (SAIF)** provides access to multiple technologies and resources to support the research community including PET/ CT and IVIS CT for three-dimensional cross-sectional imaging of small animals.

We identified two top priority cores for expansion which are the foundation of all cancer research. These two cores are: 1) Annotated Tissue and Serum Repositories and 2) Bioinformatics and Data Science cores. This year's budget is requested to support present cores and to expand and support the cores that have been identified by the scientific group to be top priorities this year.

Equipment, Service contract, and replacement	\$265,000
FWCC Tissue and Serum Repository	\$200,000
INLET	\$ 90,000
Translational Genomic Core	\$ 80,000
FWCC Flow Core	\$ 11,000

TISSUE AND SERUM BIOREPOSITORY SUPPORT – BUDGET REQUEST \$200,000

Our Biorepository is continuing to grow. The budget will be used to support the acquisition of new equipment, supplies, travel of key personnel to national meetings related to biorepositories, additional technician support salaries, renovations as needed and any other unforeseen expenses. The Feist –Weiller Cancer Center Biorepository serves to collect, process, store, and manage specimens collected under IRB approved protocols for future research. In addition, the biorepository offers core histology services (tissue processing, embedding, sectioning, and staining), nucleic acid isolation, whole slide scanning and specimen storage agreements. The biorepository will increase collections by the addition of specimens banked for future ctDNA isolation and services by offering cryosectioning and slide imaging for 10X genomics Visium platform. The added budget this year is to extend the tissue bank infrastructure to offer a searchable catalogue for researchers. The goal will also be to set up a system of universal consent so that all cancer related tissue will be collected and available for researchers.

INNOVATIVE NORTH LOUISIANA EXPERIMENTAL THERAPEUTICS (INLET) PROGRAM AND CORE – BUDGET REQUEST \$90,000

The Feist-Weiller Cancer Center’s (FWCC) **Innovative North Louisiana Experimental Therapeutics program (INLET)** is a high-throughput high-content screening (HTS) facility focused on the discovery and development of a wide range of drugs and genetic targets that affect human diseases including cancer, fungal, bacterial, and viral infection, neurological disorders, and cardiovascular disorders. INLET is affiliated with the Research Core Facility. This budget is required for the following: **personnel salary** (salary for one Research Associate to be paid partially from the INLET budget); **service contracts and maintenance** for Incucyte ZOOM, Incucyte S3 and Cellomics VTI; **computer software** for the Incucyte Systems as necessary and requested by the PIs; data storage **hardware**; **laboratory supplies** for projects support.

TRANSLATIONAL CMTV GENOMIC CORE – BUDGET REQUEST \$80,000

Technological advances that generate “big” data have heralded an ‘omics revolution. Genetic changes and interactions in response to any stimuli can be queried simultaneously for an entire genome/proteome rather than gene-by-gene or protein-by-protein. These technologies have been applied to understand diverse biological questions, including those in the field of cancer immunology. This budget is required for personnel salary and salary support.

FWCC FLOW CORE – BUDGET REQUEST \$11,000

This core provides instrumentation and expertise to LSU Health Shreveport investigators – and the surrounding biotech community – in a broad range of basic and medical science disciplines. Samples are prepared by individual investigators, who then deliver samples to the Core for flow cytometric analysis or cell sorting. This budget serves as a supplement for Dr. Omar Franco’s research initiative (translational studies on Prostate cancer research to better understand the molecular targetable mechanisms that drive carcinogenesis and cancer progression).

4. INTRAMURAL GRANT SUPPORT – BUDGET REQUEST \$312,240

FWCC supports the graduate, post-doctoral and faculty through its intramural grant program. The original plan for this year’s grants were to promote work in transdisciplinary approaches to cancer research in disparities, genomics, and bioinformatics, however, with the budget reality of 2024, we will not offer any grants in this category, but we will honor previously awarded multi-year grants.

PRE-DOCTORAL – BUDGET REQUEST \$32,000

LSUHSC-S has developed a system of peer-reviewed grants for graduate students working in cancer research laboratories. FWCC has committed to fund the continuation of 2 predoctoral research awards for graduate students working in the laboratories of FWCC faculty.

Dr. Stephan Witt/ Nirjhar Aloy	\$16,000
Dr. Xiuping Yu / Lin Li	\$16,000

POSTDOCTORAL – BUDGET REQUEST \$282,240

FWCC in response to improving support for the development of young post-doctoral cancer has now developed the Carol Feist Postdoctoral Research Fellowship. These awards are designed to support basic scientists and clinicians allowing the recruitment of young, promising cancer researchers into the Center. FWCC has committed to fund a maximum of 4 fellows a year (\$70,560/fellow for a total commitment of \$282,240).

Drs. Xiuping Yu / Yinglin Shi	\$70,560
Drs. Cherie Ann Nathan / Priyatosh Nath	\$70,560
Drs. Xiuping Yu / Siyuan Cheng	\$70,560
Drs. Xiaohong Lu / Erika Reese	\$70,560

5. CLINICAL RESEARCH PROGRAMS – BUDGET REQUEST \$400,000

The Clinical Research Office provides support for clinical researchers participating in NCI sponsored clinical trials as well as investigator initiated and pharmaceutical trials. The role of cancer clinical research is to develop innovative effective therapies and to further disease understanding that will improve patient's lives in addition to expanding scientific knowledge. For the Feist-Weiller Cancer Center to achieve its potential as a cancer research center, we will need to leverage the institutions resources, attract talented investigators, promote a culture that nurtures and supports investigators, and provide the resources to promote participation in clinical research. The FWCC has one of the largest Clinical Research operations at LSUHSC-S. FWCC participates with consortiums that support the state of Louisiana. The Gulf South Minority Based NCORP is a consortium of cancer investigators at LSUHSC-NO Stanley Scott CC, Mary Bird Perkins CC, Ochsner Benson CC and the FWCC at LSUHSC-S. We are the most successful Minority Based NCORP in the Country, annually registering over 800 patients to national trials of the NCI/NCORP, more than any other cancer group in the country. We have worked to expand our NCI/NCOPR funded trials. FWCC is one of the top centers to accrue patients to the Gulf South Minority Based NCORP. This year the focus of our clinical trials is to expand our investigator initiated clinical trial (IIT) portfolio and our precision medicine platform.

Cancer care and research is entering a new era – one of **Personalized Oncology or Precision Medicine**. The cornerstone of precision medicine is the ability to sequence human tumors in order to be able to identify new targets when standard therapy is not enough. FWCC runs one of the states only CLIA approved human sequencing cores allowed to identify new targets. This core can identify nearly 500 known targetable human mutations for innovative trials. Thus, we can rapidly predict what targeted or chemotherapy drug or combination of drugs may have benefit in fighting that patient's cancer. This technology allows us to design clinical research protocols that will specifically target these mutations. We are combining our research results on these cancers with drug screenings in the INLET program (see below under cores) to find new agents to treat cancer.

The budget this year will be strategically placed to support the Associate Director of Clinical Research to oversee and expand our precision medicine clinical research activities with a focus to expand our IIT portfolio. The requested amount will also be used to support research associate salaries, equipment maintenance, related travel

to meetings and training, supplies, computer software, networkable hard drives, new equipment, and other unforeseen expenses related to cancer genome research.

Clinical Trials Office	\$300,000
CLIA Cancer Genomics Lab	\$100,000

6. EPIGENETICS IN CANCER FOCUS GROUP – BUDGET REQUEST \$48,319

PIW is our cancer screening and prevention research program. This group has expanded their research focus to include cancer care and delivery. The program now offers two mobile vans that serve over 40 locations in North and Central Louisiana. Cancer screening services offered include breast cancer screening using digital tomographic mammography and ultrasound, cervical cancer, prostate cancer, colorectal, lung and Head & Neck cancer screening. Screening is offered regardless of ability to pay with free screening for those residents of our state without resources or insurance. Last year, the State and LSU supported a new mobile unit. This new van will extend our mobile capabilities to include diagnostic imaging and remote biopsy. This van is expected to be completed in June 2023. Specifically, we will support salaries, travel to meetings and training, supplies, computers, software, networkable hard drives, equipment maintenance/repair, new equipment, gasoline & other unforeseen expenses.

7. PARTNERS IN WELLNESS (PIW) SUPPORT – BUDGET REQUEST \$300,000

PIW is our cancer screening and prevention research program. This group has expanded their research focus to include cancer care and delivery. The program now offers two mobile vans that serve over 40 locations in North and Central Louisiana. Cancer screening services offered include breast cancer screening using digital tomographic mammography and ultrasound, cervical cancer, prostate cancer, colorectal, lung and Head & Neck cancer screening. Screening is offered regardless of ability to pay with free screening for those residents of our state without resources or insurance. Last year, the State and LSU supported a new mobile unit. This new van will extend our mobile capabilities to include diagnostic imaging and remote biopsy. This van is expected to be completed in June 2023. Specifically, we will support salaries, travel to meetings and training, supplies, computers, software, networkable hard drives, equipment maintenance/repair, new equipment, gasoline & other unforeseen expenses.

8. VISITING SCIENTIST PROGRAM – BUDGET REQUEST \$60,000

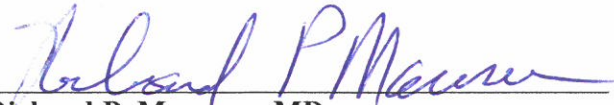
The FWCC sponsors a visiting scientist program. Leading scientists in various fields of cancer research will be invited to visit our campus and deliver seminars in their area of expertise. They will also meet with the faculty on an individual basis to facilitate collaboration and growth in knowledge of cancer research processes and to develop collaborative research ideas. Funds will be used for an honorarium, travel expenses and faculty/guest dinner expenses. External advisors to the FWCC will also be funded with these dollars.

9. FWCC FACULTY, STAFF/TRAINEE RESEARCH SUPPORT – BUDGET REQUEST \$60,000

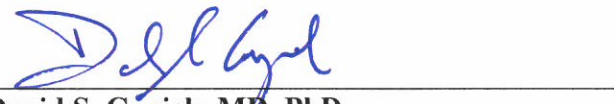
FWCC Faculty, Staff and Trainee Research Support to include travel to national meetings to present research results, visiting professorships other than those listed above, travel to obtain research training, or to be involved in development of new research projects, publication costs, new cancer related research equipment training needs and other unforeseen expenses related to cancer research.

10. RECRUITMENT FOR CANCER RESEARCH – BUDGET REQUEST \$888,127


Recruitment, salary plus benefits, and seed package to establish laboratory for new cancer research scientists.

Approved: 
Richard P. Mansour, MD
Professor of Medicine, Hematology - Oncology
Interim Director, Feist-Weiller Cancer Center

4/11/2024
Date

Approved: 
David S. Guzick, MD, PhD
Chancellor
LSU Health – Shreveport

4/11/2024
Date

Approved: 
LSU Health Sciences Foundation in Shreveport
By Tom Ostendorff, III, Chairman of the Board

4/18/24
Date

LSU



FISCAL YEAR 25 PRELIMINARY BUDGET OVERVIEW June 28, 2024

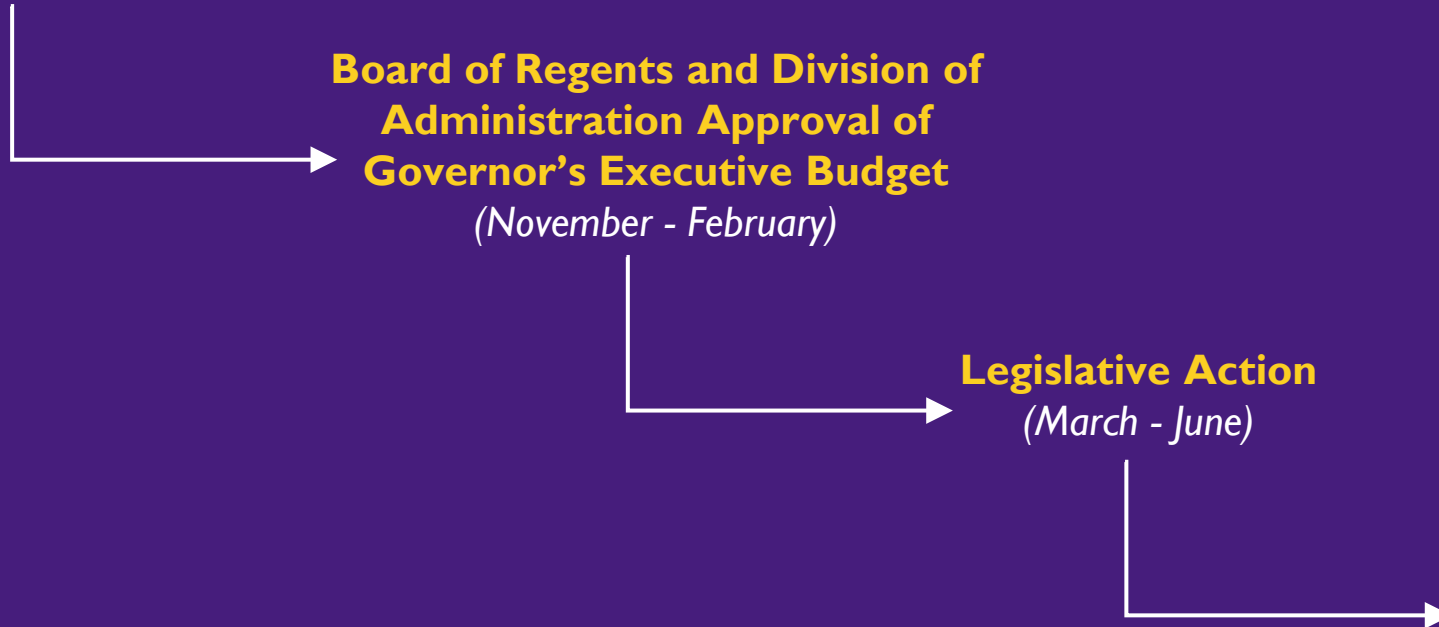
OPERATING BUDGET CYCLE

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

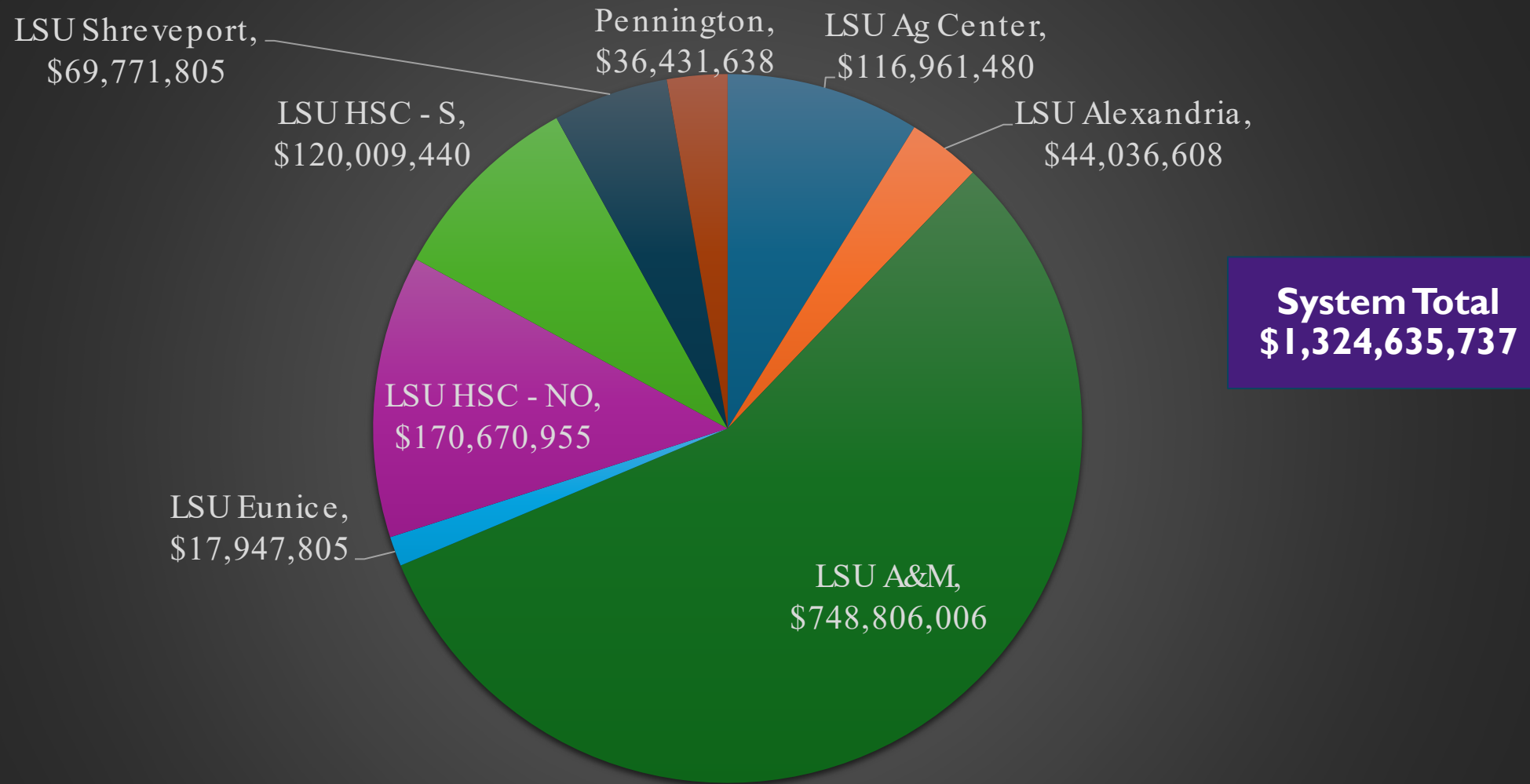
**Board of Regents and Division of
Administration Approval of
Governor's Executive Budget**
(November - February)

Legislative Action
(March - June)

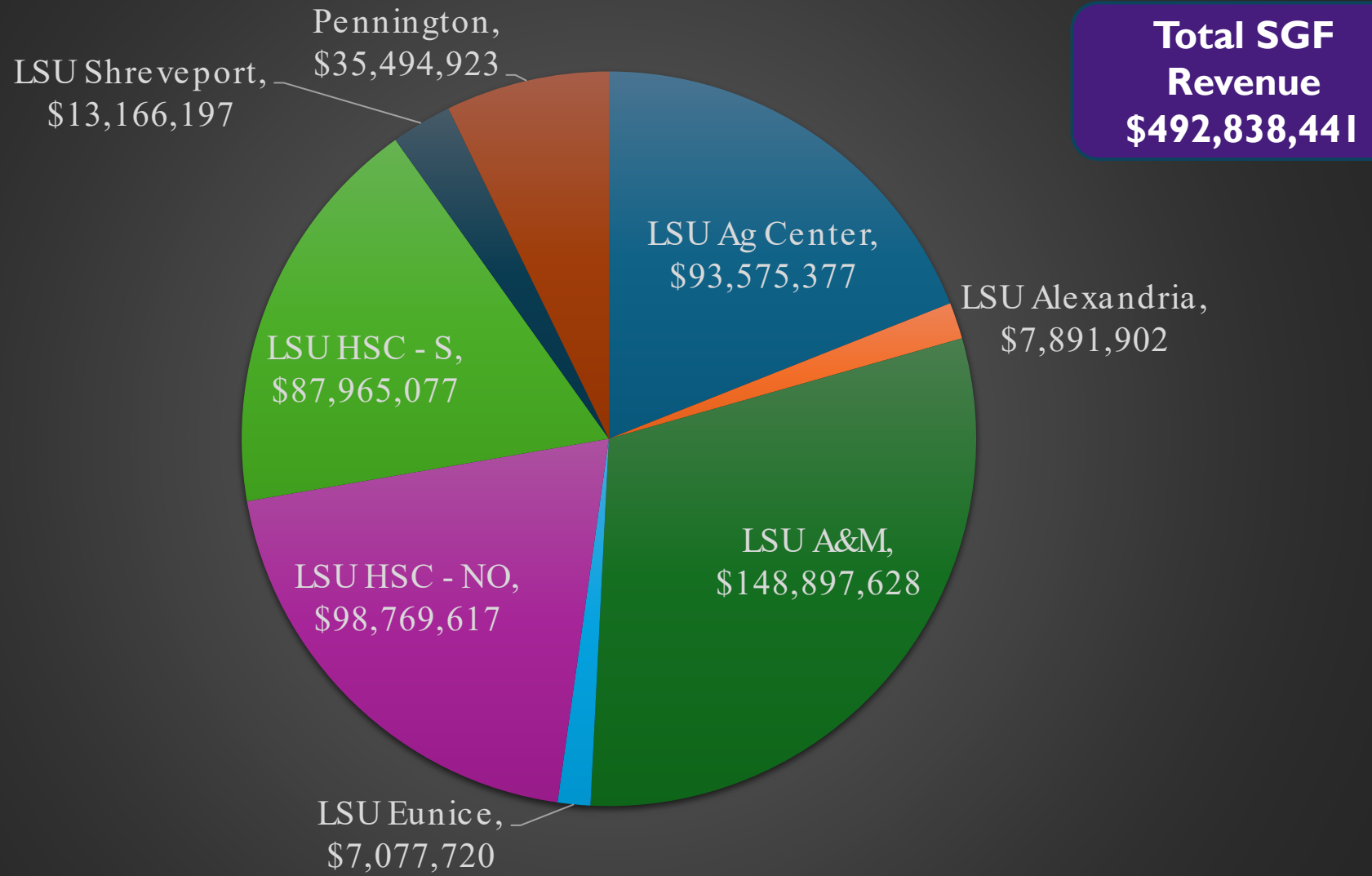
**Operating Budget
Implementation**
(July - August)



FY 2024-2025 LSU SYSTEM REVENUE

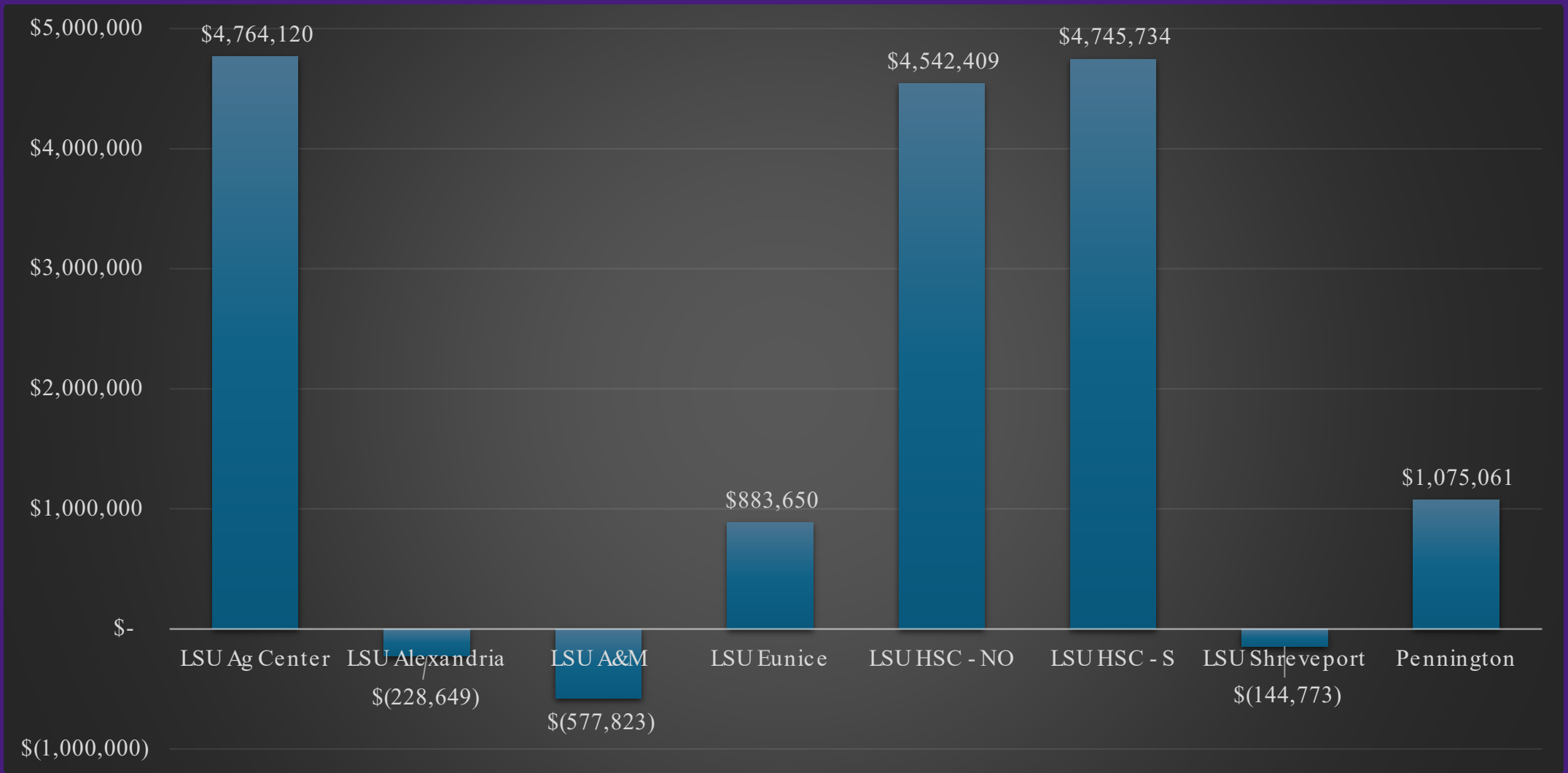


FY 2024-2025 STATE GENERAL FUND REVENUE





FY25 LSU SYSTEM DIFFERENCE FROM FY24 RECURRING BASE





FY 2025 LINE-ITEM APPROPRIATIONS

- LSU Board of Supervisors for graduate assistantships - \$6,000,000
- LSU Ag Center for modernizing research equipment - \$4,000,000
- LSU Eunice for personal services - \$1,000,000
- LSU HSC - Shreveport for operation of the Center for Medical Education- \$4,000,000
- LSU HSC New Orleans for equipment - \$4,000,000
- Pennington Biomedical Research Center for operating expenses - \$1,500,000



Board of Supervisors

PROPERTY AND FACILITIES COMMITTEE

BOARD OF SUPERVISORS MEETING | JUNE 28, 2024

Request from LSU A&M to Approve Lease with Delta Tau Delta

Date: June 28, 2024

1. Bylaw Citation

Pursuant to Article VII, Section 1

E.6 Lease for the construction or renovation of any fraternity or sorority house

2. Summary of Matter

Delta Tau Delta (DTD) seeks to lease land from LSU to construct and operate a fraternity house. DTD is a recognized Greek organization currently in good standing with the University. It does not have a permanent house on campus. It is currently subleasing the Theta Xi house, as approved by this Board at its February 2024 meeting.

The proposed DTD house will be located on W. Lakeshore Drive in a lot that is currently vacant, immediately to the east of the Tau Kappa Epsilon house.

DTD is currently in the process of designing the house and raising funds for its construction. In order to justify the fundraising and the design costs, they need to secure a ground lease for the property from LSU.

3. Review of Business Plan

The property will be leased to the House Corporation of Delta Tau Delta (L.S.U.), Inc., the corporation formed by DTD to own and maintain the house, for an annual rent of \$10 per year, the uniform ground rent rate assessed to all Greek organizations. The proposed lease is for a term of 50 years. The proposed lease requires that construction of the house be started within 2 years of the effective date of the lease and be completed within 5 years of the effective date.

DTD will be solely responsible for all costs associated with construction and operation of the building. As with all construction projects on LSU's campus, LSU must approved the plans and specifications prior to construction beginning. LSU will also verify that DTD has sufficient cash and committed financing in hand to complete the construction prior to authorizing construction to begin.

4. Fiscal Impact

The project will provide student housing and meeting space for DTD members at no cost to the University, and there is no fiscal impact to the University.

5. Description of Competitive Process

No competitive process is required, pursuant to La. R.S. 17:3361.A(1) and B.

6. Review of Legal Documents

The proposed lease uses the current LSU lease template for Greek leases which has been approved by this Board and used in several recent lease transactions with other Greek organizations. It will be reviewed by the Office of General Counsel prior to execution by the President.

7. Parties of Interest

Delta Tau Delta Fraternity
House Corporation of Delta Tau Delta (L.S.U.), Inc.

8. Related Transactions

LSUA&M and Delta Tau Delta will return to the Board for approval of the schematic design of the house, as required by the Board's Bylaws, prior to beginning construction.

9. Conflicts of Interest

None.

10. Attachments

1. Draft lease

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President of LSU or designee to execute a Ground Lease with Delta Tau Delta or its affiliated housing corporation, with such Ground Lease to contain such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

LEASE

BE IT KNOWN that on the dates hereinafter set forth, but effective as of the ___ day of _____, 20____, 24 (the "Effective Date"), before the undersigned Notaries Public, duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

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

and

HOUSE CORPORATION OF DELTA TAU DELTA (L.S.U.), INC., a corporation domiciled in Baton Rouge, in East Baton Rouge Parish, State of Louisiana. herein represented by the undersigned by virtue of a duly authorized resolution attached hereto and made a part hereof as Exhibit "A" (hereinafter referred to as "LESSEE"),

WITNESSETH:

WHEREAS, LESSEE is Louisiana Corporation formed to support the operations of the LSU Epsilon Kappa Chapter of Delta Tau Delta Fraternity (the "Fraternity");

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

One (1) certain lot or parcel of ground, situated in the Parish of East Baton Rouge, State of Louisiana, on the Louisiana State University Campus, and being designated as **LOT NUMBER 7F FRATERNITY SITES**, and being shown on a survey prepared by John J. Munding, Registered Civil Engineer, dated April 14, 1938 and revised May 18, 1938, a copy of which said survey map is recorded at Original 46, Bundle 2748 in the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana; said lot having such measurements and dimensions and being subject to such servitudes and restrictions as are more particularly shown on said map.

And being further described as follows:

INSERT METES & BOUNDS PROPERTY DESCRIPTION

Tax Parcel No. _____ (LSU Campus)

herein the "Leased Premises;"

WHEREAS, LESSEE desires to construct, operate, and maintain a house on the Leased Premises for the purposes of conducting the activities of Fraternity, including allowing members of Fraternity to live in the house;

WHEREAS, LESSOR and LESSEE desire to enter into this Lease for the purposes set forth herein, and

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

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

2. For the consideration and upon the terms and conditions hereinafter expressed, LESSOR hereby leases the Leased Premises to LESSEE ~~from the Effective Date hereof~~ for a term of 50 (Fifty) years, commencing on the Effective Date. ~~This Lease shall terminate on (Month)(Day), 2074,~~ unless terminated earlier in accordance with the provisions of this Lease. Furthermore, in consideration for the lease of the Leased Premises by LESSOR to LESSEE, LESSEE shall do the following:

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

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

- a. The location of any Improvements on the Leased Premises shall require the prior approval of the LSU Representative.
- b. The University shall have the sole authority to determine whether the Contractor for any Improvements or Work and/or whether the LESSEE in connection therewith have complied with the plans, specifications and other contractual obligations assumed by Contractor and/or LESSEE.
- c. Subject to the provisions of Section 16 hereof, there is hereby reserved to the University the right to require the removal of the Improvements should the LESSEE and/or Fraternity fail, refuse or neglect to comply with the material rules, regulations, requirements and provisions set forth herein.
- d. Construction of the Improvements shall commence no later than 2 years from the Effective Date and shall achieve substantial completion, and occupancy of the Improvements commenced, no later than 5 years from the Effective Date.

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

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

6. LESSEE, Fraternity and their invitees shall use their best efforts to keep the Leased Premises and any improvements thereon free from any and all contamination and pollution. LESSEE, Fraternity and their invitees shall not store any hazardous or toxic substance on or about the Leased Premises or any improvements thereon. LESSEE and Fraternity agree to notify University immediately of any and all contamination or pollution discovered on, about, or near the Leased Premises or any improvements thereon. LESSEE and Fraternity, each in solido, shall save and hold LESSEE and University harmless and defend and indemnify LESSOR and University for any charge or liability resulting from any contamination or pollution present on or about the Leased Premises or in or on any improvements thereon if such contamination or pollution was caused in whole or in part by LESSEE and Fraternity and/or an invitee of either.

7. In the event any constructions, renovations, alterations, or improvements are made on or about the Leased Premises or on or about any buildings or improvements located thereon, (other than with respect to any Work, which shall be governed by Exhibit "C" hereto) and a laborer's or materialman's lien or claim is filed against the Leased Premises or any part thereof as a result of said constructions, renovations, alterations, or improvements, LESSEE shall within twenty (20) days of knowledge of the recordation of any such claim or lien have such claim or lien cancelled or deposit with the recorder of mortgages of East Baton Rouge Parish, Louisiana, a bond or adequate funds guaranteeing payment of said lien or claim in full.

8. LESSEE acknowledges that it has recently examined and inspected the Leased Premises and found them in good and safe condition; however, because the Leased Premises are currently being utilized to support the University Lakes Restoration Project, there is the potential for the Leased Premises to be adversely affected to the extent that reexamination and inspection of the Leased Premises prior to taking possession for the purposes intended (e.g., construction of the Improvements and for the operation of a home for the Fraternity at Louisiana State University) LESSEE reserves the right to re-examine and re-inspect the Premises after the removal of any all dredging and/or construction equipment currently located on the Premises. Should the Premises be found to no longer be in good and safe condition, then LESSOR agrees, in its sole discretion, either: (i) to return the Premises to good and safe condition prior to LESSEE taking possession of the Premises or (ii) to terminate this Lease. LESSEE and Fraternity, each in solido, agree to defend, indemnify, save and hold LSU harmless from any responsibility or liability, including gross negligence, strict liability, negligence, or any other fault whatsoever, sole or concurrent with any other person or entity, for loss or damage to any person whomsoever or to the property of LESSEE, Fraternity or others arising from the present or future condition or upkeep and maintenance of the Leased Premises or any construction thereon, LESSEE's and/or Fraternity's activities and/or operations on or about the Leased Premises or those of their tenants or invitees and/or any way arising out of, incidental to, and/or related to any activities and/or operations conducted on or near the Leased Premises. LESSEE and University agree to defend, indemnify, save and hold LESSOR and University harmless from any responsibility whatsoever for any and all liability including gross negligence, strict liability, negligence or any other fault, sole or concurrent, for loss, injuries, or damages caused to LESSEE, Fraternity, their tenants, invitees or others by any vice or defect of the Leased Premises or any constructions or improvements thereon or LESSEE's or Fraternity's or their tenants' or invitees' activities and/or operations on or about the Leased Premises. LESSEE and Fraternity expressly assume all such liability, and LESSEE and Fraternity agree to defend and indemnify LESSOR and University and to hold LESSOR and University harmless from any and all losses, injuries, or damages (including costs and reasonable attorney's fees) to any person or persons whomsoever and to the property of any persons whomsoever arising out of, or incidental or related to, LESSEE's, Fraternity's, or their tenants' or invitees' occupancy, use, operation, condition, including but not limited to contamination or pollution or condition of the Leased Premises. LESSEE's and Fraternity's obligation to defend LESSOR and University shall include payment of all reasonable costs, expenses, and fees of legal counsel of LESSOR's and University's choice.

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

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

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

- a. constitutes an imminent danger to any person; or

- b. becomes uninhabitable and LESSEE fails to take timely and reasonable actions to repair it; or
- c. has been abandoned by LESSEE or Fraternity; or
- d. constitutes a nuisance; or
- e. has not been used or occupied for a period of more than one hundred eighty (180) days; provided that if LESSEE is actively engaged in making repairs or in seeking to obtain funding to make repairs, LESSOR will reasonably cooperate with LESSEE and LESSOR will not exercise its rights under this section unless and until it reasonably determines, after discussions with LESSEE, that LESSEE will be unable to do make such repairs.

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

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

13. LESSOR and LESSEE agree that in the event of any fact, occurrence, circumstance, or condition that would cause LESSEE to be in default of any term, condition, or obligation under any loan, mortgage, or other agreement existing between LESSEE and any Lender, then said Lender and LESSEE shall provide notice of same to LESSOR and University, and LESSOR and University shall have the right (but not the obligation) within thirty (30) calendar days after receipt of said notice to take such action as may be required to cure said default. In the event that LESSOR or University elects to cure said default, it shall be entitled to recover from LESSEE all costs, fees, and expenses incurred curing said default. By execution of this instrument, LESSOR and University do not assume, bind themselves for, or guarantee performance by LESSEE of, any present and future obligation arising under the Lease.

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

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

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

other security interest in the Improvements or LESSEE's leasehold interest, provided that the LSU Representative has expressed its written consent to such mortgage or other security interest as provided for in section 14, any mortgage of the Improvements-an opportunity to cure said default, and if said default is not cured within thirty (30) days of such notice, University shall have the right to require the removal of the Improvements by the LESSEE. Furthermore, the entirety of all loan proceeds secured by such a mortgage or security interest shall be used solely and exclusively for the acquisition, design, construction, renovation and/or improvement of said property.

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

18. With respect to any matter that requires the consent of either Board or University, unless the Lease specifically provides otherwise, such consent may be given by the LSU Representative.

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

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

- a. Permitted Uses. Subject to the terms and provisions hereof, LESSEE and Fraternity shall use the Leased Premises and the buildings and improvement thereon solely for the housing, dining, and personal living needs of the LSU students and for the conduct of appropriate social and organizational activities of the Fraternity. LESSEE and Fraternity's use of the Leased Premises and the buildings and improvement thereon shall comply at all times with all applicable laws, orders, ordinances, zoning ordinances, regulations, and statutes of any federal, state, parish or municipal government now or hereafter in effect, including all environmental laws and regulations, as well as all applicable LSU Rules and Regulations.
- b. Prohibited Uses. The possession, use, and/or consumption of any alcoholic beverage in or upon the Leased Premises or the buildings and improvement thereon must be in compliance with all applicable federal, state, or local statutes, ordinances, rules or regulations, and any rules or regulations adopted by LSU, including but not limited to LSU Policy Statement 78 as it may be amended from time to time. Controlled substances, as defined by federal, state, or local statutes, ordinances, rules or regulations shall not be possessed, used or sold in or upon the Leased Premises or the buildings and improvement thereon in violation of applicable law. The illegal possession, use and/or sale in or upon the Leased Premises or the buildings and improvement thereon of any controlled substance or illegal drugs is strictly prohibited. Any criminal behavior or violation of LSU Rules and Regulations, including but not limited to, assault and battery, hazing, or sexual misconduct are also strictly prohibited. Neither the Leased Premises nor the buildings and improvement thereon shall be used at any time for the purpose of carrying on any business, profession or trade of any kind whatsoever.

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

- a. purchase the Improvements in accordance with Applicable Laws for an amount equal to the book value as of such termination date of the unamortized portion of the Improvements based on a thirty-five (35) year amortization; or
- b. require that, subject to approval by the LSU Representative, LESSEE assign, sublease or otherwise transfer its interest in the Improvements and its rights under the Lease to another LSU affiliated fraternity or sorority in good standing with University, or assign, sublease or transfer its Lease to a non-profit approved by LESSOR as an affiliate organization; or
- c. subject to the provisions of Section 16 hereof, require LESSEE, at LESSEE's expense, to remove the Improvements from the Leased Premises and restore the Leased Premises to a clean and orderly unimproved condition provided.

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

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

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

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

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

26. This Lease, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto and supersedes any prior agreements relative to the Leased Premises. This Lease can only be modified in writing signed by the parties hereto.

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

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

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

[Signatures on Following Page]

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

WITNESSES:

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

PRINTED NAME: _____

PRINTED NAME: _____

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

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

THUS DONE AND SIGNED in _____, Louisiana, on this ____ day of _____, 20_____, in the presence of me, Notary, and the following competent witnesses, who have signed in the presence of the parties and me, Notary.

WITNESSES:

**HOUSE CORPORATION OF DELTA
TAU DELTA (L.S.U.), INC.**

PRINTED NAME: _____

PRINTED NAME: _____

By: _____
PRINTED NAME: _____

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

WITNESSES:

INTERVENOR:

Printed Name: _____

**EPSILON KAPPA CHAPTER OF DELTA
TAU DELTA FRATERNITY**

Printed Name: _____

By: _____

Title: _____

Date: _____

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

Date: June 28, 2024

1. Bylaw Citation

Pursuant to Agreement and Act of Lease between LSU and Kappa Alpha Theta, Section:

3.h. No assignment without consent of LSU

2. Summary of Matter

Kappa Alpha Theta (KAT) operates a chapter of its sorority on LSU's campus. It owns a house, located on land owned by LSU and leased to the Delta Kappa Chapter of Kappa Alpha Theta House Corporation beginning in 1965.

Most Greek organizations place the ground lease and the ownership of the house in a separate housing corporation which exists solely for that purpose. In some cases, the housing corporation is specific to the local chapter, holding that one piece of property. In other cases, the organization has a national housing corporation which holds some or all houses located on campuses across the country.

Currently, the lease with LSU is with a local housing corporation, the Delta Kappa Chapter of Kappa Alpha Theta House Corporation. KAT seeks to transfer the lease and ownership of the house to its national housing corporation, the Kappa Alpha Theta Fraternity Housing Corporation. This is a routine transaction for Greek organizations on campus.

The transaction will have no impact on LSU or Kappa Alpha Theta's activities on campus.

3. Review of Business Plan

No business plan is necessary, as this is a technical change in ownership structure of the property that will not otherwise impact Kappa Alpha Theta's legal relationship with LSU.

4. Fiscal Impact

There is no fiscal impact for this transaction.

5. Description of Competitive Process

Not Applicable.

6. Review of Legal Documents

LSU will grant its consent to the private parties entering into the Assignment and Assumption of Lease, a draft of which is attached. LSU is not otherwise a party to the agreement. The agreement

recognizes that it does not otherwise change any terms of the lease. It will be reviewed by Office of General Counsel prior to execution by the President.

7. Parties of Interest

Delta Kappa Chapter of Kappa Alpha Theta Fraternity
Delta Kappa House Corporation of Kappa Alpha Theta Fraternity
Kappa Alpha Theta Fraternity Housing Corporation

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. Assignment and Assumption of Lease (draft)

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board"), does hereby authorize the President of LSU, or designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute and deliver a Consent to Assignment and Assumption of Lease from Delta Kappa House Corporation of Kappa Alpha Theta Fraternity to Kappa Alpha Theta Fraternity Housing Corporation required by the terms of its Agreement and Act of Lease with LSU dated February 2, 1965 and to provide any other approvals or authorizations necessary for this transaction.

ASSIGNMENT AND ASSUMPTION OF LEASE

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

This **ASSIGNMENT AND ASSUMPTION OF LEASE** (this “Assignment”) is made and entered into effective as of this ____ day of _____, 2024 (the “Effective Date”), by and between **DELTA KAPPA HOUSE CORPORATION OF KAPPA ALPHA THETA FRATERNITY**, a Louisiana nonprofit corporation (“Assignor”), and **KAPPA ALPHA THETA FRATERNITY HOUSING CORPORATION**, an Indiana nonprofit corporation (“Assignee”).

Recitals:

A. The 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 (“Landlord”), and Assignor, as tenant, entered into that certain Agreement and Act of Lease dated February 2, 1965, as amended by that certain Amendment to Lease dated August 22, 1996 (as amended from time to time, the “Lease”), with respect to the chapter house and additions thereto (and the lot or parcel of ground on which the same is located) located on the Louisiana State University Campus, Parish of East Baton Rouge, Louisiana, as more particularly described in the Lease (the “Premises”).

B. Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all rights, interests and obligations as tenant under the Lease.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, mutually agree as follows:

1. As of the Effective Date, Assignor does hereby assign, transfer, convey and set over unto Assignee all of its rights, interests and obligations as tenant under the Lease. Assignee hereby accepts the transfer and assignment of Assignor’s interests in and to the Lease, and Assignee agrees to assume the rights, interests and obligations of Assignor as tenant under the Lease.

2. Assignor shall indemnify, defend and hold Assignee harmless from and against any and all claims, demands, losses, damages, expenses and costs (including reasonable attorney’s fees) arising, occurring or accruing on or before the Effective Date in connection with the Lease or the Premises. Assignee shall indemnify, defend and hold Assignor harmless from and against any and all claims, demands, losses, damages, expenses and costs (including reasonable attorney’s fees) arising, occurring or accruing after the Effective Date in connection with the Lease or the Premises.

3. Assignee’s address for purpose of notices to be sent to the tenant under the Lease is 8740 Founders Rd., Indianapolis, IN 46268, Attention: Chief Financial Officer.

4. This Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

5. This Assignment may be executed on any number of separate counterparts, each of which when executed shall be an original and all of which when taken together shall constitute one and the same agreement.

6. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Louisiana.

7. All terms and conditions of the Lease are hereby fully ratified and affirmed, as modified by this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption of Lease to be executed as of the date first above written.

ASSIGNOR:

**DELTA KAPPA HOUSE CORPORATION OF
KAPPA ALPHA THETA FRATERNITY**, a
Louisiana nonprofit corporation

Witness: _____

By: _____

Witness: _____

Name: _____

Title: _____

ASSIGNEE:

**KAPPA ALPHA THETA FRATERNITY
HOUSING CORPORATION**, an Indiana nonprofit
corporation

Witness: _____

By: _____

Witness: _____

Name: _____

Title: _____

The undersigned landlord hereby
consents to the foregoing Assignment
and Assumption of Lease

**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

By: _____
Name: _____
Title: _____

Witness: _____
Witness: _____

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

Date: June 28, 2024

1. Bylaw Citation

Pursuant to Article VII, Section 1

E. Lease of Immovable Property

2. Summary of Matter

The LSU AgCenter controls LSU's Pecan Research Station, located in Bossier Parish. Due to budget constraints and diminished pecan production in Louisiana, the AgCenter no longer conducts research at this location.

The Caddo-Bossier Parishes Port Commission seeks to lease 36.371 acres of land at the Pecan Research Station in order to expand and optimize one of the port's existing facilities.

3. Review of Business Plan

The lease will be for a term of 99 years, the maximum allowed by law. The Port is extending and reconfiguring rail lines used for loading and unloading cargo at the port. The extended rail lines will need to run through the Pecan Research Station land. This transaction is one small part of the broader improvements to the port.

4. Fiscal Impact

An appraisal was obtained showing that the fair market value of the property is \$845,000, as of December 4, 2023. The lease provides for a single up-front rent payment in the same amount, \$845,000. LSU will remain the owner of the land, and possession of the land will revert to LSU at the expiration of the 99-year lease term.

5. Description of Competitive Process

Because the lease is to a public body, no competitive process is required by La.R.S. 17:3361.A(4).

6. Review of Legal Documents

The proposed lease agreement will be reviewed by the Office of General Counsel prior to execution by the President.

7. Parties of Interest

Caddo-Bossier Parishes Port Commission

8. Related Transactions

None

9. Conflicts of Interest

None

10. Attachments

1. Transmittal Letter
2. Draft Lease Agreement
3. Property Diagram

RESOLUTION

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



Office of Vice President for Agriculture
101 J. Norman Efferson Hall
Baton Rouge, LA 70803-0106
Phone: (225) 578-4161
Fax: (225) 578-4143

May 21, 2024

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

RE: **Significant Board Matter**
Lease of Property
Pecan Research Station
Caddo Parish
Shreveport, Louisiana

Due to budget restraints and diminishing constituency in the pecan industry there is no longer research conducted at the Pecan Research Station. The Caddo-Bossier Parishes Port Commission, a political subdivision and commission created pursuant to the provisions of Chapter 37 of Title 34 of the Louisiana Revised Statutes of 1950, as amended (the "Act"), herein represented by and appearing through its Executive Port Director, Eric England has requested the long-term lease of 36.371 acres for expansion and logistic optimization of their existing facility.

The AgCenter is further requesting the Board of Supervisors to authorize and empower you at this time to sign any subsequent lease(s) regarding the Pecan Research Station which you believe is in the best interest of LSU.

As this project is in support of the AgCenter and its mission, we enclose herewith our request for approval and ask that it be placed on the agenda of the Board of Supervisors June 28, 2024 meeting.

I certify that, to the best of my knowledge, I have provided all necessary documentation and that the information contained therein is complete, accurate, and in compliance with Article VII, Section 1, E.5 of the Bylaws of the Board of Supervisors. I agree to cooperate in any issues related to this matter. Please let me know if any additional information is needed.

Sincerely,

Matthew R. Lee, Ph.D.
Vice President for Agriculture
Dean of College of Agriculture

MRL:dgf

Attachments

xc: Mr. Hampton Grunewald
Mr. Patrick Martin
Mr. Dale G. Frederick

LEASE AGREEMENT

BETWEEN THE

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

AND

CADDO-BOSSIER PARISHES PORT COMMISSION

DATED AS OF

_____, 2024

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LEASE AGREEMENT

STATE OF LOUISIANA

PARISH OF CADDO

This Lease Agreement is made and entered into to be effective as of the _____ day of _____, 2024, by and between the **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**, a public constitutional corporation herein appearing through and represented by its President, William F. Tate, IV, whose address is 104 University Administration Building, 3810 West Lakeshore Drive, Baton Rouge, Louisiana 70808, duly authorized to appear herein in accordance with Section 2.A of the Bylaws of Louisiana State University Board of Supervisors, (hereinafter referred to as the "Lessor"); and the **CADDO-BOSSIER PARISHES PORT COMMISSION**, tax payer identification No. XX-XXX-5043, a political subdivision and commission created pursuant to the provisions of Chapter 37 of Title 34 of the Louisiana Revised Statutes of 1950, as amended (the "Act"), herein represented by and appearing through its Executive Port Director, Eric England, whose address is 6000 Doug Attaway Blvd., Shreveport, Louisiana 71115, duly authorized to appear herein in accordance with a resolution adopted by the Caddo-Bossier Parishes Port Commission, a copy of which is attached hereto and made a part hereof, (hereinafter referred to as the "Lessee").

WITNESSETH:

WHEREAS, the Lessor is the owner of a tract of land located in Caddo Parish, Louisiana more particularly described hereinbelow;

WHEREAS, the Lessor desires to provide the Lessee access to a certain tract of land to establish rail access between the Lessee's northern and southern properties; construct utility lines and provide future access to the I-69 service road and other industrial activities related thereto. (hereinafter sometimes referred to as the "Project");

WHEREAS, the Lessor and the Lessee desire to enter into this Lease Agreement to facilitate their mutual objectives.

NOW, THEREFORE, for and in consideration of the terms, condition and covenants herein contained and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Lessor and the Lessee contract and agree as follows:

ARTICLE I: PREMISES

Section 1.1: Leased Premises

The Lessor hereby exclusively leases and lets unto the Lessee and the Lessee hereby leases and lets from the Lessor a tract of land containing approximately Thirty-Six (36.371) acres, more or less, located in Caddo Parish, Louisiana, (commonly referred to as the LSU Pecan Station). Said tract is hereinafter referred to as the "Leased Premises" and its location is shown on Exhibit A attached hereto.

Section 1.2: Use of Premises

The Leased Premises shall be occupied and used by the Lessee to establish rail access between the Lessee's northern and southern properties; construct utility lines and provide future

access to the I-69 service road and other industrial activities related thereto pursuant to Exhibits, 1, 2 and 3, respectively, attached hereto. The Leased Premises and Improvements may not be used for any unlawful purpose.

Section 1.3: Access

The Lessor covenants that so long as the Lessee is not in default under any of the terms and conditions of this Lease Agreement, the Lessee shall have and enjoy the right of ingress and egress in and to the Leased Premises with an exclusive right to use any railroad, road, roadway, and utilities.

Section 1.4: Signs

The Lessee shall be entitled to erect, install, and maintain on the Leased Premises identification and advertising signs, directional signage, monuments, railroad safety crossing signage and apparatuses, as appropriate.

Section 1.5: Lien Claims

The Lessee hereby covenants to unconditionally indemnify the Lessor from and against and save the Lessor harmless from any and all lien claims of any nature whatsoever arising out of or in any manner connected with the construction, installation, erection, maintenance, repairs, occupancy, use and/or operation of any improvements, facilities and/or equipment of the Lessee or any third person on or about the Leased Premises by or at the direction of or with the permission of the Lessee. The Lessee further agrees that it shall, in the event any such liens are filed, forthwith affect their removal and/or satisfaction; provided, however, the Lessee shall have the right, at its sole cost and expense and after having given the Lessor prior written notice of its intent to do so, to contest by appropriate legal proceedings diligently conducted in good faith, the amount, validity or application, in whole or in part, of any such lien or liens, provided (i) such proceedings shall suspend the collection of such lien(s), (ii) neither the Leased Premises nor any rent therefrom, nor any part of either, would be in danger of attachment, forfeiture, loss or similar consequence, and (iii) that the Lessee shall first furnish security to bond said lien(s) off of the Leased Premises. Except as otherwise provided hereinabove, at the Lessor's request, the Lessee shall furnish to the Lessor written proof of payment of any item which would, or might, constitute the basis for such lien on the Leased Premises or upon its interest in this Lease Agreement, if not paid.

Section 1.6: Inspection of Leased Premises

The Lessor shall during normal business hours be permitted and allowed to enter the Leased Premises to inspect the condition of the same and/or the Lessee's operations to determine compliance with the terms of this Lease Agreement, and further, the Lessor shall be permitted to make such repairs and/or engage in such maintenance as may be necessary with respect to any facilities as it may have installed upon or about the Leased Premises and, to the extent that the obligation to make such repairs and/or to engage in such maintenance is the Lessee's hereunder, the Lessor shall be permitted to undertake the same and shall be paid for the cost of charges therefor by the Lessee upon the presentment of invoices therefor. Provided, however, the Lessee is afforded the opportunity to make such repairs and/or engage in such maintenance and fails to execute same within ten (10) days.

Section 1.7: Modification to and Construction on Leased Premises

The Lessee may make modifications to and/or construct or place improvements on or about the Leased Premises. Should the Lessee desire to make any modifications and/or construct or place any improvements on the Leased Premises, the Lessee agrees to provide to the Lessor a complete set of plans and specifications detailing such changes or improvements which the Lessee proposes to make prior to commencing such changes or improvements for informational

purposes. All construction and improvements shall comply with all applicable laws, rules, regulations, and building codes. All buildings and other permanent improvements constructed or placed on the Leased Premises by the Lessee shall remain the property of the Lessee during the term of this Lease Agreement and any renewal or extension hereof and shall at all times be maintained in good, safe, and usable condition by, and at the sole expense of the Lessee. The Lessee shall have the right to remove any of its equipment, inventory, trade fixtures, and any other personal property from the Leased Premises at any time during the term of this Lease Agreement without the Lessor's consent.

All Improvements, including buildings or other constructions permanently attached to the ground of the Leased Premises and machinery, appliances, equipment, and other movable property shall be owned by the Lessee. All Improvements that are buildings or other constructions permanently attached to the ground of the Leased Premises shall be subject to separate ownership by the Lessee. Such separate ownership shall be evidenced by an instrument executed by the Lessor and the Lessee and filed for registry in the conveyance records of the parishes wherein the Leased Premises are located. To the extent that any of the Improvements consist of machinery, appliances, equipment or other movable property, such Improvements shall remain movable property at all times and shall not become immobilized by declaration, destination or otherwise.

Section 1.8: Warranty

The Lessor represents and warrants that it is the owner of the Leased Premises and is fully authorized to enter into this Lease Agreement with the Lessee. In addition, the Lessor represents and warrants that it has not granted any mortgages or pledges of the property leased hereunder. It is understood and agreed that any mortgage, pledge or other encumbrance by the Lessor of the property leased hereunder shall be subordinate to this Lease Agreement and that any such mortgage, pledge or other encumbrance shall contain specific provisions providing that all improvements or appurtenances on the property leased hereunder are excluded from such mortgage, pledge or encumbrance and that the Lessee hereunder retains the right to remove any and all such improvements and appurtenances in accordance with the terms of this Lease Agreement.

The Lessee takes the Leased Premises "as is" and acknowledges their suitability for its intended purpose. The Lessor makes no warranties of fitness regarding the Leased Premises and/or any improvements or equipment thereon.

ARTICLE II: TERM

Section 2.1: Primary Term

The ~~primary t~~Term of this Lease Agreement shall commence on the Effective Date and shall continue for a period of ninety-nine (99) years after the ~~date on which this Lease Agreement is signed by all parties~~Effective Date.

~~Section 2.2: Renewal Terms~~

~~Provided the Lessee is in compliance with all terms of this Lease Agreement, the Lessee may renew this Lease Agreement for up to two (2) renewal terms of twenty (20) years each.~~

Section 2.32: Assignment of Lease Agreement

The Lessee shall not assign, sublet, mortgage, or pledge this Lease Agreement or any interest herein or in the Leased Premises or any part thereof, nor shall any assignment, sublease, or transfer of whatever kind of any interest of the Lessee herein by operation of law or by reason of the Lessee's bankruptcy become effective, without the prior written consent of the ~~Lessor~~LSU

Representative, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, no assignment or sublease of this Lease Agreement shall be or become effective unless and until the Lessee shall deliver to the Lessor-LSU Representative a written assumption and agreement by said assignee or sublessee, together with, in such form as the Lessor-LSU Representative may reasonably require, adequate assurance of such assignee's or sublessee's ability to perform, accept, observe and be bound by each and all of the terms, provisions and stipulations of this Lease Agreement; and provided further that any such assignment or sublease shall not extend beyond the Primary Term hereof, nor shall any such assignment or sublease release or relieve the Lessee of any obligations to the Lessor hereunder, it being understood and agreed that in such event the Lessee and its assignee and/or sublessee shall remain bound *in solido* under this Lease Agreement.

ARTICLE III: RENTALS

Section 3.1: Rentals

Upon the execution of this Lease Agreement, the Lessee shall pay the Lessor the sum of Eight Hundred Forty-Five Thousand and No/100 (\$845,000.00) Dollars.

ARTICLE IV: OPERATIONS

Section 4.1: Pollution Control

The Lessee agrees that it shall comply with all applicable federal, state and local laws, regulations and common law as they may exist currently or as they may be amended in the future, pertaining to protection of the environment or human health and safety at the Leased Premises and/or in the vicinity of any of its operations or activities that may be permitted hereunder, and/or at or upon such other premises as it may by these covenants have the right to use or occupy, whether or not in connection with others, in violation of applicable governmental statute, rule or requirements as the Lessor may from time to time reasonably and uniformly adopt in pursuit of such governmental regulations. In this connection, the Lessee shall also obtain all required local, state, and federal permits or authority needed to construct facilities and/or conduct the operations or activities contemplated under this Lease Agreement. A copy of all such permits will be provided to the Lessor.

Section 4.2: Special Acknowledgements

(1) The Lessee acknowledges the Leased Premises form a part of an industrial park utilized for heavy industrial and manufacturing uses. The risks and inconveniences inherent in such locations are obvious and are assumed by the Lessee. Except as otherwise directly provided by this Lease Agreement, the Lessee hereby releases the Lessor from any liability for exposure of any person, including but not limited to, the Lessee, its employees, agents, customers, and any other person on or about the Leased Premises with the Lessee's permission, to pollutants, chemicals or other contaminants of any kind, no matter how such exposure occurs.

(2) Potable water and sanitary sewer lines may be installed within the Leased Premises and hookups to these utilities will be constructed to ensure compliance with all statutory and regulatory requirements including, but not limited, back flow prevention and other related requirements of the State Plumbing Code.

Section 4.3: Compliance with Laws and Regulations

The Lessee's exercise of such rights and/or privileges as may be extended hereunder shall at all times be in full compliance with all applicable laws, rules, and regulations, including safety regulations, of the Parishes of Caddo and Bossier, State of Louisiana, the United States, and other governmental authorities now or hereafter having jurisdiction thereof and/or any of their

duly empowered agencies and/or instrumentalities.

Section 4.4: General Indemnification

The Lessee shall indemnify, defend, and hold the Lessor harmless against all fines, costs, attorney's fees, penalties, and third-party claims, demands or causes of action arising out of or related to activities of the Lessee on the Leased Premises unless caused or occasioned by the negligence or willful misconduct of the Lessor, its representatives, agents, servants, or employees.

Section 4.5: Lessee Insurance

In pursuit, but not in derogation, of or by way of substitution for the Lessee's obligations hereunder, the Lessee shall at all times cause to be maintained at its sole cost and expense minimum insurance coverage as required by the Lessor. The Lessor shall provide the Lessee with a copy of the current Lessor's Minimum Insurance Requirements prior to the execution of this Lease Agreement.

The Lessee shall not use the Leased Premises in such a manner as to increase the existing rates of insurance premiums paid by the Lessor with respect to its operations and activities in the vicinity of the Leased Premises.

ARTICLE V: TERMINATION

Section 5.1: Termination

This Lease Agreement may be terminated by the mutual consent of the parties. In the event of termination, the Lessee shall quit and surrender the Leased Premises to the Lessor.

Section 5.2: Events of Default

The following shall be "Events of Default" under this Lease Agreement, and the terms "Event of Default" or "Default" shall mean whenever they are used in this Lease Agreement, any one or more of the following events:

- (a) The insolvency, assignment for the benefit of creditors, adjudication as a bankrupt of the Lessee or the appointment of a receiver for substantially all of the Lessee's property and/or the Lessee's interest in this Lease Agreement;
- (b) The issuance of execution against the Lessee's interest in this Lease Agreement or any legal process which by operation of law would cause the Lessee's interest in this Lease Agreement to pass to any person other than the Lessee or its successor, assignee, mortgagee, or sublessee pursuant to Section 2.3;
- (c) The failure or refusal of the Lessee to perform any agreement, covenant, condition, obligation and/or undertaking herein contained or required by operation of law and/or to observe or comply with any of the terms, provisions or conditions of this Lease Agreement, and the continuance of such for a period of sixty (60) days after written notice thereof;
- (d) The failure of the Lessor in the observance or performance of any term, obligation or covenant required to be performed by the Lessor under this Lease Agreement or by operation of law, shall constitute a default by the Lessor of this Lease Agreement;
- (f) The Lessee shall give the Lessor ten (10) days written notice to cure any default,

and thereafter in the event said default is not cured, the Lessee may, but shall not be obligated to:

- (i) Remedy such default, and in connection therewith may pay expenses and employ counsel, provided the Lessee shall have the right to remedy such default without notice in the event of an emergency. All sums expended or obligations incurred by the Lessee in connection therewith shall be paid by the Lessor to the Lessee on demand.

Section 5.3: Event of Expropriation

In the event the Leased Premises is reduced by expropriation for any reason, the Lessor shall credit the Lessee for any lease payments made in proportion to the reduction in acreage, but only to the extent of the proportionate share of any payments received by Lessor as compensation for such expropriation.

Section 5.4: Waiver of Breach or Default – Cumulative Remedies

Waiver by any party of any breach or Default of this Lease Agreement shall not be deemed a waiver of similar or other breaches or Defaults, nor shall the failure of any party to take action by reason of any such breach or Default deprive such party of the right to take action at any time while such breach or Default continues. The rights and remedies created by this Lease Agreement shall be cumulative and nonexclusive of those to which the parties may be entitled pursuant to law. The right to exercise all such rights and remedies is hereby reserved. The use and availability of one remedy shall not be taken to exclude or waive the right to use another. In order to entitle any party to exercise any remedy reserved to it in this Lease Agreement, it shall not be necessary to give any notice, other than such notice as is herein expressly required.

ARTICLE VI: MEDIATION

Section 6.1: Disputes Subject to Mediation

All disputes between the Lessor and the Lessee shall be submitted to mediation in accordance with the provisions of Section 6.2 of this Lease Agreement.

Section 6.2: Mediation

With respect to any dispute between the Lessor and the Lessee, the Lessor and the Lessee shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. Within five (5) days of the request of any party, the requesting party shall attempt to employ the services of a third person mutually acceptable to the Lessor and the Lessee to conduct such mediation within five (5) days of his appointment. If the Lessor and the Lessee are unable to agree on such third person or, if on completion of such mediation the parties are unable to agree and settle the dispute, the dispute shall be referred to the First Judicial District Court, Caddo Parish, Louisiana.

ARTICLE VII: MISCELLANEOUS

Section 7.1: Quiet Enjoyment

The Lessor covenants that during the entire term of this Lease Agreement and for so long as the Lessee shall perform all covenants on its part to be performed, the Lessee shall and may peaceably and quietly have, hold, and enjoy the Leased Premises.

Section 7.2: Notices

All notices under this Lease Agreement must be sent by First Class United States Mail, postage prepaid, and/or electronic mail. Notice to the party shall be served at their address shown

below, or such other address as the party may have notified in writing to the other.

- (a) Lessor:
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL COLLEGE
ATTN: William F. Tate, IV, President
104 University Administration Building
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808
[Email address generalcounsel@lsu.edu](mailto:generalcounsel@lsu.edu)
- (b) Lessee:
CADDO-BOSSIER PARISHES PORT COMMISSION
ATTN: Eric England, Executive Port Director
6000 Doug Attaway Boulevard
Shreveport, Louisiana 71115
EricE@portcb.com

Section 7.3: Eminent Domain

If all or a portion of the Leased Premises shall be taken or sold in any proceeding by public authorities, by means of condemnation, expropriation, appropriation or otherwise be acquired for public or quasi-public purposes, there shall be equitable reduction in rent proportionate to the reduction of the amount taken. Nothing herein shall affect or diminish the Lessee's right to seek compensation for any portion of the Leased Premises taken. In the event the taking of the Leased Premises is less than total, then the Lessee shall have the option to evaluate how the taking affects the Lessee's property and/or operation, and the Lessee is given the sole discretion to terminate this Agreement if the Lessee determines it substantially diminishes the Lessee's ability to operate.

Section 7.4: Recordation

Neither the Lessor nor the Lessee shall record this Lease without prior written consent of the other party. The Lessor and Lessee shall execute and acknowledge a memorandum of this Lease Agreement for recording purposes.

Section 7.5: Entire Agreement

This Lease Agreement embodies the entire agreement between the parties with respect to the leasing and use of the Leased Premises. Any amendment must be in writing and executed by all parties.

Section 7.6: Captions

The article and subsection headings and captions contained herein are included for convenience only and shall not be considered a part hereof or affect in any manner the construction or interpretation of this Lease Agreement.

Section 7.7: Severability

The parties agree that if it should ever be held by a court of competent jurisdiction that any one or more articles, subsections, clauses, or provisions of this Lease Agreement are invalid or ineffective for any reason, any such article, subsection, clause, or provision shall be deemed separate from the remainder of this Lease Agreement and shall not affect the validity and enforceability of such remainder.

Section 7.8: Successors and Assigns

The covenants, terms, conditions, and obligations set forth and contained in this Lease

Agreement shall be binding upon and inure to the benefit of the Lessor and the Lessee and their respective successors and assigns.

Section 7.9: Governing Law

The parties understand and agree this Lease Agreement, its terms and conditions and any interpretation thereof shall be governed by the laws of the State of Louisiana, without giving effect to any conflicts of law principles. Venue shall be exclusively in Caddo Parish, Louisiana.

Section 7.10: Force Majeure

Whenever a period of time herein is prescribed for the taking of any action by the Lessor or the Lessee, neither the Lessor or the Lessee shall be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to riots, acts of God, war or changes in or new governmental laws, regulations or restrictions, and such nonperformance or delay in performance by the Lessor or the Lessee shall not constitute a breach or default under this Lease Agreement nor give rise to any claim against such party for damages.

Section 7.11: LSU Representative

The LSU Representative shall be the President of LSU or his written designee. Unless otherwise provided for by the President of LSU, the Executive Vice President for Finance & Administration shall be deemed to be the President's designee for purposes of this Lease Agreement.

(SIGNATURES CONTINUED ON THE FOLLOWING PAGES)

IN WITNESS WHEREOF, this Lease Agreement has been executed by the Lessor in the presence of the undersigned witnesses and me, Notary Public, in triplicate, each of which for all purposes, shall be deemed an original and all of which shall evidence but one agreement between the parties hereto, on this _____ day of _____, 2024, to be effective on the date first written above.

Lessor:

WITNESSES:

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

Sign: _____
Print Name:

By: _____
William F. Tate, IV, President

Sign: _____
Print Name:

Notary Public

IN WITNESS WHEREOF, this Lease Agreement has been executed by the Lessee in the presence of the undersigned witnesses and me, Notary Public, in triplicate, each of which for all purposes, shall be deemed an original and all of which shall evidence but one agreement between the parties hereto, on this _____ day of _____, 2024, to be effective on the date first written above.

Lessee:

WITNESSES:

**CADDO-BOSSIER PARISHES PORT
COMMISSION**

Sign: _____
Print Name:

By: _____
Eric England, Executive Port Director

Sign: _____
Print Name:

Notary Public

Exhibit A

Legal Description Of Leased Premises

A certain parcel of land containing 32.236 acres or 1,404,222 square feet, more or less, located in Lot 3 of Robson Plantation as recorded in Plat Book 250, Page 47 of the records of Caddo Parish, Louisiana, in Section 19 and 30, Township 16 North, Range 12 West and in Section 38 (Theoretical Sections 24 and 25), Township 16 North, Range 13 West, Louisiana Prime Meridian, Northwestern Land District, Caddo Parish, Louisiana, being more particularly described as follows:

BEGINNING at a point which lies 260 feet south and 230 feet west of the northwest corner of said Section 30, as per the description of a 99.956-acre tract recorded in Conveyance Book 283, Page 276 of the records of Caddo Parish, Louisiana, and proceed North 84° 30' 12" West along the southeasterly property line of the LSU Pecan Research Station a distance of 592.16 feet to the apparent easterly high bank of Bayou Pierre; thence proceed along said high bank the following 10 courses and distances:

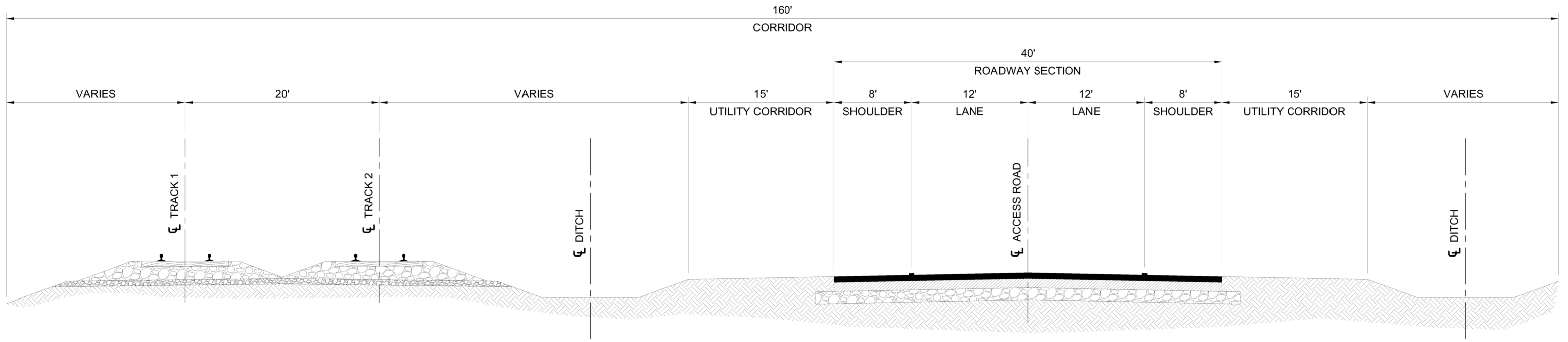
- North 03° 12' 47" East a distance of 132.02 feet;
- North 06° 39' 30" West a distance of 68.12 feet;
- North 05° 02' 44" East a distance of 80.05 feet;
- North 00° 48' 52" East a distance of 151.84 feet;
- North 08° 47' 29" West a distance of 96.85 feet;
- North 15° 19' 44" West a distance of 138.09 feet;
- North 33° 16' 47" West a distance of 71.43 feet;
- North 24° 58' 29" West a distance of 87.10 feet;
- North 36° 32' 58" West a distance of 210.22 feet;
- North 48° 23' 39" West a distance of 54.77 feet to the southeasterly right-of-way of Robson

Road; thence leaving said high bank proceed North 25° 39' 54" East along said right-of-way a distance of 476.40 feet to a found 2" iron pipe; thence proceed North 48° 43' 38" East along said right-of-way a distance of 416.87 feet; thence leaving said right-of-way proceed South 37° 14' 44" East a distance of 1486.51 feet to a point on said southeasterly property line of the LSU Pecan Research Station; thence proceed South 43° 08' 48" West along said property line a distance of 797.17 feet to the POINT OF BEGINNING, all as further shown on a Map of Proposed Servitude prepared by Coyle Engineering Co., Inc., and being a portion of that property described in Instrument No. 673269 of the records of Caddo Parish, Louisiana.

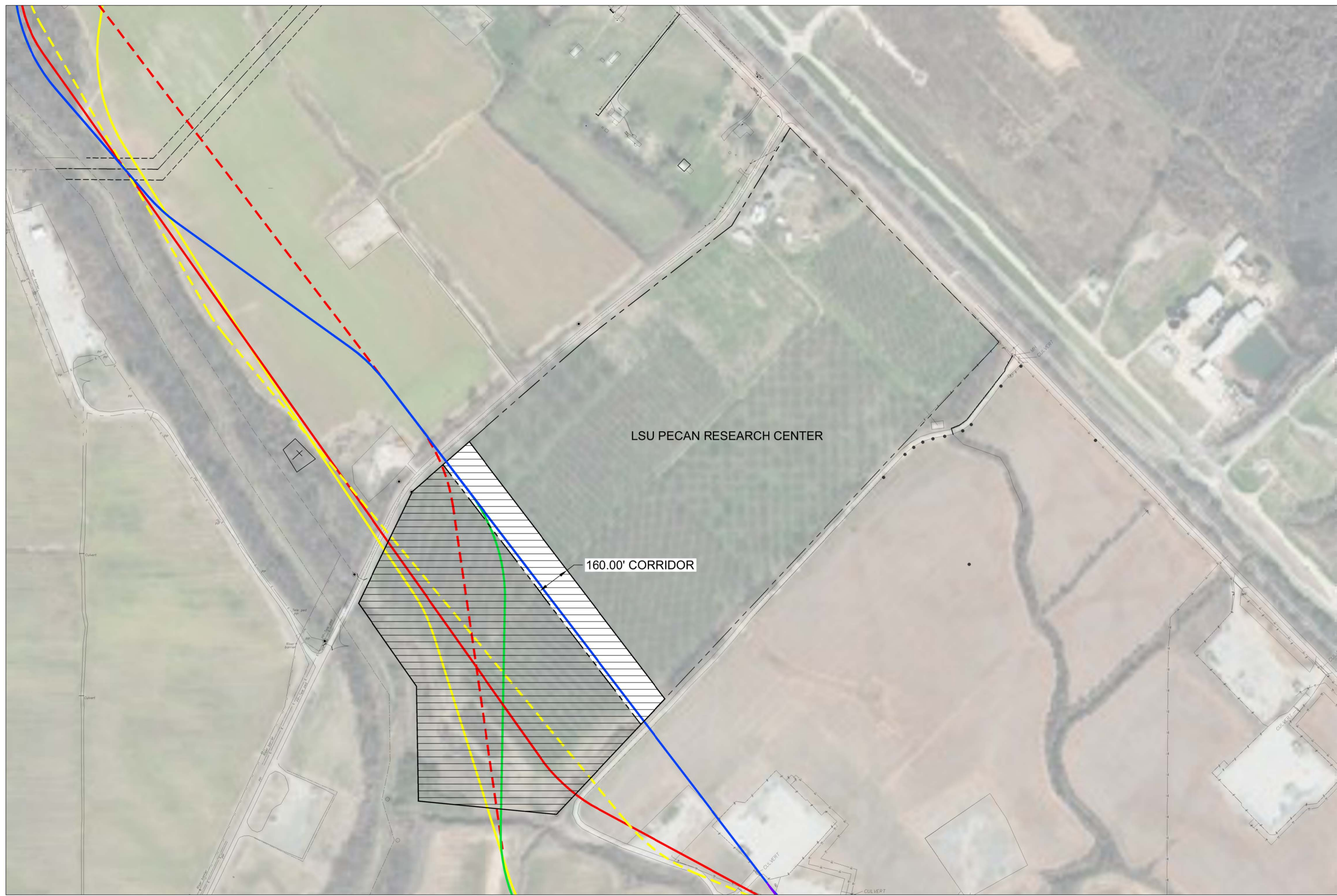


CADDO BOSSIER PORT
UPRR WEST PROPERTY RAIL EXPANSION
SHREVEPORT, LA

LSU PECAN FARM PROPERTY - EXHIBIT 1



TYPICAL SECTION
N.T.S.



CADDO BOSSIER PORT
UPRR WEST PROPERTY RAIL EXPANSION
SHREVEPORT, LA

LSU PECAN FARM PROPERTY - EXHIBIT 3

Request from LSU Agricultural Center to Approve the Schematic Design for the Burden Welcome Center

Date: June 27, 2024

1. Bylaw Citation

Pursuant to Article VII, Section 1

H. Schematic Designs: Exterior elevations of new or renovated building designs

2. Summary of Matter

The proposed Burden Welcome Center will be a transformative addition to the Burden Botanic Gardens, serving as the primary gateway for visitors and providing essential guidance, comprehensive information on extension programs, and enhanced event opportunities. This facility will be a beacon of the LSU AgCenter, offering the Louisiana community an immersive experience into the rich tapestry of Burden's 440 acres of greenspace in the heart of Louisiana's Capitol City.

The new Burden Welcome Center will greatly enhance accessibility to the LSU AgCenter Botanic Gardens, LSU Rural Life Museum, historic Windrush Gardens, and miles of recreational trails throughout the property. This state-of-the-art facility will offer visitors a comprehensive understanding of the myriad unique places and exciting research initiatives available for exploration at the Burden Museum & Gardens. It will serve as an educational ambassador, guiding visitors through the diverse natural attractions and providing enriching information about the ongoing work conducted by the LSU AgCenter. From young school children to the elderly, the Welcome Center will be an indispensable resource, fostering a deeper appreciation for the natural world and the innovative research being undertaken within this verdant oasis.

The Burden family's gift of the Burden property, one of the largest donations ever made to LSU, has provided the community with a unique and special place to enjoy and explore nature, understand history, conduct LSU AgCenter-based research and educational programs, and inspire hopes for the future.

The project will be funded from donations and administered through LSU Foundation. In the coming months, prior to the start of construction, approval of this Board will be sought for a lease between LSU and the LSU Foundation to authorize the construction.

The Board has previously reviewed and approved an earlier schematic design for this project, at its December 2020 meeting. Since that time, cost escalations and other factors have forced revisions to the schematic design to insure that the project both meets the needs of the Burden Botanical Gardens and is affordable within the fundraising targets.

3. Review of Business Plan

The LSU AgCenter will operate the new Burden Welcome Center as part of its overall operations of the Burden Botanic Gardens.

4. Fiscal Impact

There will be no fiscal impact from approval of the schematic designs. Full fiscal details will be provided when Board approval for the construction lease is sought.

5. Description of Competitive Process

The LSU Foundation used its standard competitive processes for selection of the architect and the CMAR contractor.

6. Review of Legal Documents

Not applicable for approval of schematic design.

7. Parties of Interest

LSU Foundation
Eskew Dumez Ripple (Architect)
Buquet & Leblanc (CMAR Contractor)

8. Related Transactions

In the coming months, Board approval will be sought for a construction lease with the LSU Foundation, which will be the final Board approval process for the project.

9. Conflicts of Interest

None

10. Attachments

1. Vice President Letter
2. Burden Welcome Center Schematic Design (Site Plan & the Exterior Elevations)

RESOLUTION

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



Office of Vice President for Agriculture
101 J. Norman Efferson Hall
Baton Rouge, LA 70803-0106
Phone: (225) 578-4161
Fax: (225) 578-4143

May 21, 2024

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

RE: **Significant Board Matter**
Burden Welcome Center Schematic Design
Burden Botanic Gardens
Baton Rouge, Louisiana

The LSU AgCenter Burden Botanic Gardens requests approval by the Board of Supervisors for the Schematic Design of the Burden Welcome Center. The proposed Burden Welcome Center will be a transformative addition, serving as the primary gateway for visitors and providing essential guidance, comprehensive information on extension programs, and enhanced event opportunities. This facility will act as a beacon of the LSU AgCenter, offering the Louisiana community an immersive experience into the rich tapestry of Burden's 440 acres of greenspace in the heart of Louisiana's Capitol City.

The new Burden Welcome Center will greatly enhance accessibility to the LSU AgCenter Botanic Gardens, LSU Rural Life Museum, historic Windrush Gardens, and miles of recreational trails throughout the property. This state-of-the-art facility will offer visitors a comprehensive understanding of the myriad unique places and exciting research initiatives available for exploration at the Burden Museum & Gardens. It will serve as an educational ambassador, guiding visitors through the diverse natural attractions and providing enriching information about the ongoing work conducted by the LSU AgCenter. From young school children to the elderly, the Welcome Center will be an indispensable resource, fostering a deeper appreciation for the natural world and the innovative research being undertaken within this verdant oasis.

The Burden family's gift of the Burden property, one of the largest donations ever made to LSU, has provided the community with a unique and special place to enjoy and explore nature, understand history, conduct LSU AgCenter-based research and educational programs, and inspire hopes for the future.

As this project supports the AgCenter and its mission, we enclose herewith our request for approval and ask that it be placed on the agenda of the Board of Supervisors June 28, 2024, meeting.

I certify that, to the best of my knowledge, I have provided all necessary documentation and that the information contained therein is complete, accurate, and in compliance with Article VII, Section 1, H of the Bylaws of the Board of Supervisors. I agree to cooperate in any issues related to this matter. Please let me know if any additional information is needed.

Sincerely,

Matthew R. Lee, Ph.D.
Vice President for Agriculture
Dean of College of Agriculture

MRL:dgf

Attachments

xc: Mr. Hampton Grunewald
Mr. Patrick Martin
Mr. Dale G. Frederick

Eskew Dumez Ripple⁺

LSU Burden Welcome Center

100% Schematic Design

MAY 24 2024

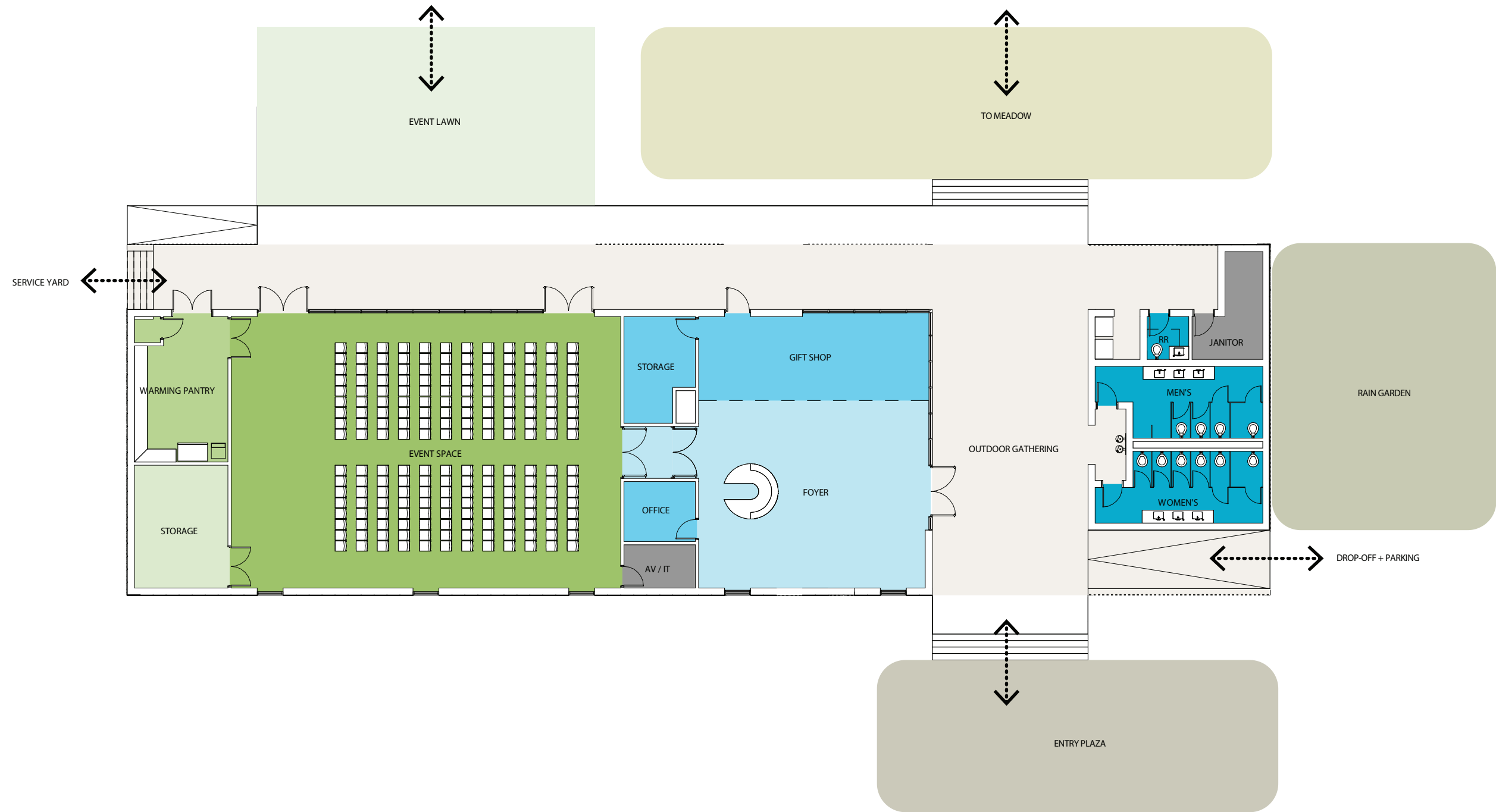


Site Plan



Legend

- 1 Views to building
- 2 New parking area entry
- 3 Loading zone
- 4 Parking
- 5 Rain Garden
- 6 Bridge
- 7 Roof scupper | rain water feature
- 8 Rear plaza
- 9 Entry plaza | breezeway
- 10 Event lawn (68' x 120')
- 11 Temporary bus parking
- 12 Bus/trail access
- 13 Future garden
- 14 Future Rose Garden Lawn
- 15 Crushed gravel drive
- 16 Service access | parking
- 17 Future admin. | cafe



ENCLOSED AREA= 6500 SF
COVERED AREA = 3000 SF

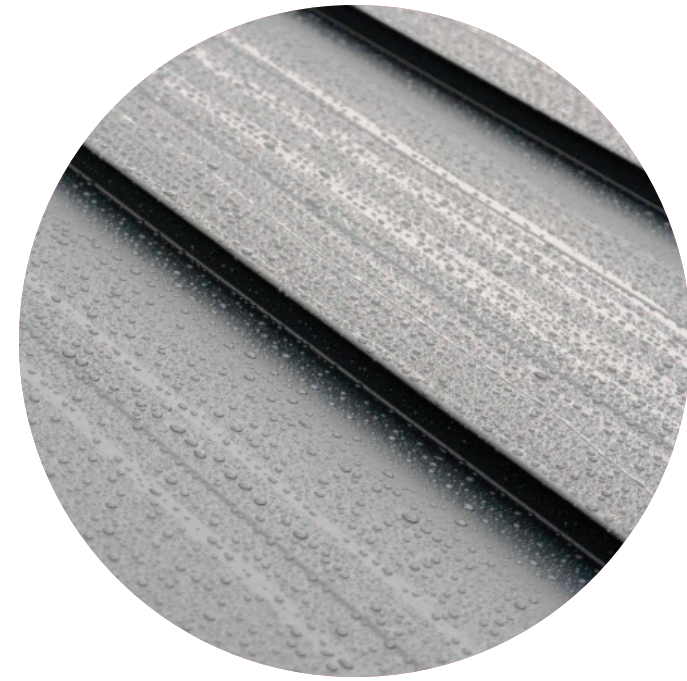




WOOD SLATS



WOOD SIDING



STANDING SEAM METAL









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

Date: June 28, 2024

1. Bylaw Citation

Pursuant to Article VII, Section 1

G. Capital Improvements

2. Summary of Matter

The LSU Health Sciences Center – New Orleans (LSUHSC-NO) proposes to enter into the Cooperative Endeavor Agreement with the City of New Orleans for street improvements related to the approved Campus Stormwater Infrastructure Capital Outlay project. The purpose of the agreement is to formalize the joint planning and implementation (such as design approvals and approvals of temporary street closures) for the sub-surface and surface street improvements on the Downtown campus. The City of New Orleans and LSU desire to accomplish a valuable public purpose of reducing flooding impacts of rain events for LSU Health Sciences Center New Orleans’s campus by replacing and increasing the size of the subsurface drainage system; reducing impervious surfaces and reducing on-street parking from higher water prone areas. Additionally, the project will support the city’s bicycle plan by providing dedicated and protected travel lanes.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

The Campus Stormwater Infrastructure Capital Outlay project was approved by the Board of Supervisors during the September 8,2023 board meeting.

5. Description of Competitive Process

Not Applicable.

6. Review of Legal Documents

Appropriate legal documents have been reviewed by LSUHSC-NO and the City of New Orleans

7. Parties of Interest

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

City of New Orleans

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. Transmittal Letter
2. Cooperative Endeavor Agreement

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President of LSU or designee to execute the Cooperative Endeavor Agreement for the Gravier St. improvements as well as subsequent agreements for street improvements related to the approved Campus Stormwater Infrastructure Capital Outlay project with the City of New Orleans with such agreement to contain such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.



OFFICE OF THE CHANCELLOR

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

June 28,2024

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

Dear Dr. Tate,

In accordance with the rules established by Article VII, Section 1 G, I am submitting a request for approval of the Cooperative Endeavor Agreement with the City of New Orleans for street improvements related to the approved Campus Stormwater Infrastructure Capital Outlay project. The purpose of the agreement is to formalize the joint planning and implementation, such as design approvals and approvals of temporary street closures, for the sub-surface and surface street improvements on the Downtown campus. The improvements will reduce the flooding impacts of rain events for the campus by replacing and increasing the size of the subsurface drainage system; reduce impervious surfaces and reduce on-street parking from higher water prone areas. This will protect students, faculty, and staff cars from flooding. The improvements will mitigate building flooding. Additionally, the project will support the city's bicycle plan by providing dedicated and protected travel lanes.

The Campus Stormwater Infrastructure Capital Outlay project was approved by the Board of Supervisors during the September 8,2023 board meeting.

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

Respectfully yours,

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

Steve Nelson, MD
Chancellor

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

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

**STREET IMPROVEMENTS ON GRAVIER STREET (FROM CLAIBORNE TO S.
GALVEZ)**

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is made by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, represented by William Tate, IV, President, Louisiana State University Health Sciences Center – New Orleans (“**LSU**”). The City and LSU may sometimes be referred to as the “**Parties**”. This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

THE RECITALS

WHEREAS, pursuant Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

WHEREAS, LSU is a public educational institution, which principal address is located at 433 Bolivar St. New Orleans, LA,70112;

WHEREAS, the City and LSU desire to accomplish a valuable public purpose of reducing flooding impacts of rain events for LSU Health Sciences Center New Orleans’s campus by replacing and increasing size of subsurface drainage system; reducing impervious surfaces, and reducing on-street parking from higher water prone areas; in addition the project will support the city’s bicycle plan by providing dedicated and protected travel lanes;

WHEREAS, LSU is paying for design and construction services; coordinating design with the city of New Orleans Department of Public Works, Sewage and Water Board, and other existing public utilities; and

WHEREAS, the City will support the project during the design process though design

approvals and during construction by permitting temporary street closures and allowing LSUHSC and the Louisiana Office of Facility Planning and Control to manage the construction.

NOW THEREFORE, the City and LSU, each having the authority to do so, agree as follows:

I. SCOPE OF WORK

The scope of work includes sub-surface and surface street improvements on Gravier Street from Claiborne Avenue to S. Galvez Street (the “**Work**”).

II. OBLIGATIONS OF THE PARTIES.

A. Obligations of LSU. LSU will:

1. Fund the Work;
2. Ensure that its contractor is fully licensed, insured, and bonded;
3. Ensure said Work will be done in accordance with 2015 General Specifications of the City Department of Public Works and applicable City ordinances; and
4. Submit all designs for City approval prior to the start of construction.

B. Obligations of the City. The City will:

1. Administer this Agreement through the Department of Public Works (the “Department”);
2. Grant LSU and its contractor permission to perform the Work.

III. FUNDING/COMPENSATION.

LSU will fund this work in its entirety. No funding will be provided to LSU by the City.

IV. DURATION AND TERMINATION.

A. Duration of Agreement. This Agreement will be effective for one (1) year from the Effective Date.

B. Extension. The City can opt to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and that additional funding, if required, is allocated by the City Council.

C. Termination for Cause. Either party may terminate this Agreement for cause provided that written notice of the intention to terminate this Agreement is given and states with

particularity the cause for termination. "Cause" is defined as the failure to comply with the terms and provisions of this Agreement as provided in Section I of this Agreement.

V. NON-DISCRIMINATION.

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, LSU (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that LSU's employees are treated during employment without regard to their race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, LSU will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with LSU in any of LSU's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by LSU. LSU agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

VI. NOTICES.

Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

Director, Department of Public Works
City of New Orleans
1300 Perdido Street, Suite 6W03
New Orleans, LA 70112

&
City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To LSU:

Kirk Deslatte
LSU Health Sciences Center – New Orleans
433 Bolivar St. Suite 803
New Orleans, LA 70112

Commented [SM1]: Please complete.

Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

VII. MISCELLANEOUS PROVISIONS.

A. Prohibition Against Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of the LSU will render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to LSU pursuant to this Agreement without regard to LSU's or satisfactory performance.

B. Non-Solicitation Statement. LSU swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. LSU has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

C. Convicted Felon Statement. LSU swears that it complies with City Code § 2-8(c). No principal, member, or officer of LSU has been convicted of or pled guilty to a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records in the past five years.

D. Audit and Other Oversight. LSU will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires LSU to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, LSU agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

E. **Independent Contractor.** LSU expressly agrees and acknowledges that it is an independent contractor.

F. **Governing Law and Jurisdiction.** Any dispute arising from or relating to this Agreement or the performance of any obligations under this Agreement shall be resolved in accordance with the laws of the State of Louisiana. LSU consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas of jurisdiction on account of the residence elsewhere.

G. **Rules of Construction.** This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. The singular number includes the plural, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against either party on the basis of which party drafted the language.

H. **Severability.** The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, if a court of competent jurisdiction finds any provision to be unenforceable as written, the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If a court finds any provision is not subject to reformation, that provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never included, and the remaining provisions of this Agreement shall remain in full force and effect.

I. **Survival of Provisions.** All representations and warranties and all responsibilities regarding record retention, access, and ownership, cooperation with Office of Inspector General investigations, and indemnification shall survive the termination of this Agreement and continue in full force and effect.

J. **No Third-Party Beneficiaries.** This Agreement is entered into for the exclusive benefit of the City and LSU and the parties expressly disclaim any intent to benefit any person that is not a party to this Agreement.

K. **Non-Waiver.** The failure of either-party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other party shall not affect or be deemed a waiver of any party's right to insist upon compliance with the terms and conditions of the Agreement, to exercise any rights, or to seek any available remedy with respect to any default, breach, or defective performance.

L. **Agreement Binding.** This Agreement is not assignable by either party unless authorized by a validly executed amendment.

M. **Modifications.** This Agreement shall not be modified except by written amendment executed by authorized representatives of the parties.

N. **Voluntary Execution.** LSU has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

O. **No Expectation of Benefit or Special Treatment.** LSU swears that, as a result of this donation of the funding that is the subject of this Agreement or otherwise, it has no expectation of benefit or special treatment with regard to other contracts or potential contracts with the City.

P. **Complete Agreement.** This Agreement supersedes and replaces any and all prior agreements, negotiations, and discussions between the parties with regard to the terms, obligations, and conditions of this Agreement.

VIII. ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

(Signatures contained on the following page)

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the City and LSU, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL,
MAYOR

Executed on this ____ day of _____, 2024.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

LSU

BY: _____
WILLIAM TATE, IV,
PRESIDENT LOUISIANA STATE UNIVERSITY

FEDERAL TAX I.D. NO. 726087770

Request from LSU to Approve a Lease Agreement with the LSU Foundation for University House

Date: June 28, 2024

1. Bylaw Citation

Pursuant to Article VII, Section 1, Paragraph E of the Bylaws of the Louisiana State University Board of Supervisors, this matter requires approval by the Board:

- E. The lease of any immovable property, as lessor or lessor, where either:
1. the lease is potentially for a term of more than five (5) years . . .

2. Summary of Matter

In September 2023 the LSU Foundation, through its subsidiary University House L3C, purchased a residence located at 188 South Lakeshore Drive as an investment, with the intention of making the house available to LSU as an appropriate space for development and advancement events and activities and as a residence for the President of LSU. The proposed lease provides an initial term of 10 years, with options to renew for two additional 10-year terms, contingent upon LSU continuing to use the house for the intended purposes.

The house is currently being renovated by the LSU Foundation to become compliant with the ADA and LSU design standards, as directed by LSU Planning Design and Construction. Upon execution of the lease, LSU will become responsible for maintenance and operation but will pay no rent. The Foundation will be responsible for any major repairs and has created a dedicated internal fund to cover such expenses.

3. Review of Business Plan

- Ten-year lease, with options to renew for two additional ten-year terms, contingent upon continued use by the President for development events and/or residence.
- LSU will be responsible for maintenance and operation, including ordinary repairs, utilities, and insurance, but will pay no rent.

4. Fiscal Impact

LSU is responsible for maintenance and operation of the current Presidential residence. Those funds can be re-directed to the new residence.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The lease and all exhibits will not be formally accepted until these documents have been prepared and/or reviewed by the University and the LSU Foundation. The LSU Office of General Counsel will have final review and approval prior to lease execution.

7. Parties of Interest

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

LSU
LSU Foundation
University House L3C

8. Related Transactions

None.

9. Conflicts of Interest

None.

10. Attachments

- i. DRAFT Lease between LSU and University House L3C

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or designee, to execute a lease agreement with University House L3C in which the property at 188 S. Lakeshore Drive will be leased to the University, with the lease to contain such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.

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

THIS LEASE AGREEMENT (“Lease”) is made and entered this _____ day of _____, 2024, by and between **University House L3C**, a limited liability company authorized to do business in the State of Louisiana (“University House”), and 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 (“LSU”).

RECITALS

WHEREAS, University House is a low-profit limited liability company whose sole member is the LSU Foundation, which is organized and operated for charitable, educational, and scientific purposes in support of the Louisiana State University System;

WHEREAS, University House is the owner of immovable property located in East Baton Rouge Parish, Louisiana, having a street address of 188 South Lakeshore Drive, Baton Rouge, LA 70808;

WHEREAS, University House is desirous of leasing the immovable property (the "Property"), together with all appurtenances thereto to LSU, and LSU is desirous of leasing said Property from University House, on the terms and conditions stated herein;

WHEREAS, it is intended that the Property will fulfill the public purposes of providing (1) a meeting and event space for the President of the LSU System to utilize for the development and advancement of LSU, and (2) a personal residence for the President of the LSU System;

WHEREAS, LSU expects to receive a benefit of equal or greater value than its obligations set forth in this Agreement;

THEREFORE, IN CONSIDERATION OF THE COVENANTS AND OBLIGATIONS contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Article I **Term**

This lease is granted for a term of ten (10) years, commencing on July 1, 2024 and ending on July 1, 2034. The parties may, by written agreement, renew this Lease for up to two (2) additional ten-year periods, upon the same terms and conditions.

Article II **Rent**

All sums payable by LSU under this Lease shall constitute Rent; the Rent includes: (a) all Utility Costs for which LSU is liable hereunder; (b) all insurance premiums for which LSU is liable hereunder; and (c) all Operating Expenses for which LSU is liable hereunder.

Article III
Utilities

LSU will promptly pay, directly to the appropriate supplier, the cost of all natural gas, heating, cooling, energy, light, power, sewer service, telecommunications, internet, water, refuse disposal and other utilities and services supplied to the Property, together with any related installation or connection charges or deposits (collectively, "Utility Costs") incurred during the Term.

Article IV
Insurance

4.1 For the duration of this Agreement, LSU shall maintain insurance coverage sufficient to provide for the replacement value of the Property. Subject to the foregoing, LSU will provide the same or substantially similar lines of coverage and policy limits as those used for other campus buildings.

4.2 To the fullest extent permitted by law, LSU hereby waives all claims against University House and its Representatives (collectively, the "Indemnitees") for damage to any property or injury to or death of any person in, upon or about the Property arising at any time and from any cause. LSU shall hold Indemnitees harmless from and defend Indemnitees from and against all claims, liabilities, judgments, demands, causes of action, losses, damages, costs and expenses, including reasonable attorney's fees, for damage to any property or injury to or death of any person arising from (a) the use or occupancy of the Property by LSU, except such as is caused by the sole negligence or willful misconduct of University House, its agents, employees or contractors, (b) the negligence or willful misconduct of LSU in, upon or about the Property, or (c) any breach or default by LSU under this Lease.

Article V
Property Taxes

5.1 Both parties to this Lease are exempt from the payment of ad valorem taxes under Louisiana law. However, should a state or local governing body determine at any time that the Property is subject to ad valorem taxation, LSU will be responsible for the payment of such Property Taxes as additional consideration for this Lease. If University House receives a refund of any Property Taxes which LSU has paid, University House will refund the same to LSU after deducting therefrom all related costs and expenses.

5.2 "Property Taxes" means taxes, assessments (special, betterment, or otherwise), levies, fees, rent taxes, excises, impositions, charges, water and sewer rents and charges, and all other government levies and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are imposed or levied upon or assessed against the Property. Property Taxes include University House's costs and expenses of review and contesting any Property Tax. If at any time during the Term the present system of ad valorem taxation of immovable property is changed so that in lieu of the whole or any part of the ad valorem tax on real property, or in lieu of increases therein, University House is assessed a capital levy or other tax with respect to the Property or a federal, state, or local income, franchise, excise or similar tax, assessment, levy, or charge (distinct from any now in effect) or any similar substitute tax or levy, then all of such taxes, assessments, levies or charges, to the extent so measured or based, will be deemed to be a Property Tax.

Article VI
Operating Expenses

6.1 LSU will pay all Operating Expenses during the Term of this Lease. "Operating Expenses" means all costs and expenses incurred with respect to maintenance and operation of the Property including, but not limited to: maintenance, repair and replacement of component parts of the heating, ventilation, air conditioning, plumbing, electrical, mechanical, utility and safety systems, paving and parking areas, driveways; maintenance of exterior areas such as gardening and landscaping, snow and leaf removal; maintenance and repair of roof membrane, flashings, gutters, downspouts, roof drains, skylights and waterproofing; painting; lighting; cleaning; refuse removal; security; rentals or lease payments paid by LSU for rented or leased personal property used in the operation or maintenance of the Property; and fees for required licenses and permits.

6.2 Operating Expenses do not include the cost of Major Repairs, which remain the responsibility of University House, pursuant to Article IX below.

Article VII
Use of Premises

7.1 LSU shall use the Property as (1) a meeting space for the President of the LSU System to utilize for the development and advancement of LSU, and (2) the personal residence of the President of the LSU System. LSU will not cause or permit the Property to be used for any other purpose or in any way which (a) constitutes a violation of any provision of this Lease, or (b) constitutes a violation of any federal, state, or local law.

7.2 LSU will take all actions necessary to comply with all applicable federal, state or local statutes, ordinances, notes, regulations, orders, recorded declarations, covenants and requirements regulating the use by LSU of the Property, including, without limitation, the Occupational Safety and Health Act and the Americans with Disabilities Act.

7.3 Upon the expiration or termination of the Lease, LSU will surrender the Property to University House broom clean and in the condition which LSU is required to maintain the Property under this Lease.

7.4 Hazardous Materials

(a) LSU will not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Property by LSU, its agents, employees, contractors, sublessees or invitees in any way that conflicts with the University Safety Manual and its procedures for handling Hazardous Materials.

(b) LSU agrees to: (1) notify University House immediately of any contamination, claim of contamination, release, loss or damage involving Hazardous Materials, (2) after consultation with University House, clean up the contamination in full compliance with and the University Safety Manual; and (3) indemnify, defend and hold University House harmless from and against any claims, suits, causes of action, costs and fees, including, without limitation, attorney's fees and costs, arising from or connected with any such contamination, claim of contamination, release,

loss or damage. LSU will fully cooperate with University House and provide such documents, affidavits and information as may be requested by University House (1) to comply with any environmental law, or (2) as otherwise deemed reasonably necessary by University House in its discretion. LSU will notify University House promptly in the event of any spill or other release of any Hazardous Material at, in, on, under or about the Property which is required to be reported to a governmental authority under any Environmental Law, will promptly forward to University House copies of any notices received by LSU relating to alleged violations of any Environmental Law, will promptly pay when due any fine or assessment against University House, LSU or the Property and remove or bond any lien filed against the Property relating to any violation of LSU's obligations with respect to Hazardous Material.

(c) University House will have the right, but not the obligation, without in any way limiting University House's other rights and remedies under this Lease, to enter upon the Property, or to take such other actions as it deems necessary or advisable, to investigate, clean up, remove or remediate any Hazardous Material or contamination by Hazardous Material present on, in, at, under or emanating from the Property in violation of LSU's obligations under this Lease or under any laws regulating Hazardous Material or that LSU is liable under this Lease to clean up, remove or remediate. University House will have the right, at its election, in its own name or as LSU's agent, to negotiate, defend, approve and appeal, at LSU's expense, any action taken or order issued by any governmental agency or authority against LSU, University House or the Property relating to any Hazardous Material or under any related law or the occurrence of any event or existence of any condition that would cause a breach of any of the covenants set forth in this Section.

(d) If University House determines in good faith that a release or other environmental condition may have occurred during the Term, University House may require an environmental audit of the Property by a qualified environmental consultant at LSU's cost,. LSU will, at its sole cost and expense, take all actions recommended in such audit to remediate any environmental conditions for which it is responsible under this Lease.

7.5 University House or its agents may enter the Property, upon twenty-four (24) hours' notice to LSU (except in the case of an emergency) for routine property inspections and maintenance or for any other purpose University House deems reasonably necessary.

Article VIII **Condition and Maintenance of the Property**

8.1 LSU hereby accepts the Property in its present condition, "AS IS", "WHERE IS", and "WITH ALL FAULTS." LSU represents and warrants that LSU has made its own inspection of and inquiry regarding the condition of the Property and is not relying on any representations of University House thereto. The Property shall be maintained in at least the condition which exists upon the execution of this Lease, subject to University House's obligation to undertake Major Repairs, as set forth in Article IX.

8.2 University House and LSU acknowledge and agree that University House shall have NO obligations relating to the ordinary repair or maintenance of the Property; LSU shall be solely responsible for same via its obligation to pay Operating Expenses. Provided, however, that University House may elect to repair or maintain the foundation, roof, building systems (including the HVAC system), structural

supports and exterior walls of the improvements on the Property, if LSU fails to perform its obligations set forth in Article VI above, after due notice and an opportunity to cure. University House shall notify LSU if it elects to maintain or repair any or all of the foregoing. In such an event, LSU shall pay to University House upon demand any reasonable cost or expense incurred by University House relating to such maintenance or repair. In no event will University House be obligated to maintain or repair windows, doors, or glass. LSU will promptly report in writing to University House any defective condition known to it which either University House or LSU is required to repair.

8.3 At its sole cost and expense, LSU will keep all portions of the Property (including without limitation, all systems and equipment, i.e., HVAC systems, doors, windows and floors) in good order, condition and repair (including repainting and refinishing, as needed). LSU will provide for the regular inspection and maintenance of the heating and air conditioning system by a heating and air conditioning professional. At LSU's request, University House may elect to perform LSU's maintenance and repair obligations hereunder and LSU will reimburse University House for all costs incurred in doing so promptly upon receipt of an invoice from University House.

8.4 If any portion of the Property or any system or equipment on the Property which LSU is obligated to repair cannot be fully repaired or restored at reasonable cost, LSU will promptly notify University House that in LSU's opinion such repair or replacement constitutes a needed Major Repair.

Article IX **Major Repairs**

9.1 University House shall be responsible for all Major Repairs on or to the Property during the Term of this Lease. "Major Repairs" means any large installations, alterations, additions, or improvements to the Property that enhance the value of the Property, extend the Property's useful life, or allow for a new use. This includes, but is not limited to, replacement of the HVAC system; replacement of the roof or exterior envelope of any buildings on the Property; repair of the foundation; and replacement of the plumbing, electrical, or mechanical systems.

9.2 All Major Repairs will be performed in accordance with plans and specifications approved in advance by both LSU and University House. University will procure all necessary permits and licenses before undertaking any Major Repairs on the Property and will perform all work in a good and workmanlike manner employing materials of good quality and in conformity with all applicable legal requirements, including licensure and insurability of contractors. LSU and University House will collaborate to ensure that any Major Repairs maintain continuity of design, are in harmony with campus standards, and do not unreasonably increase LSU's Operational Expenses on the Property.

9.3 It is agreed that LSU shall not, absent its agreement, be responsible for the payment of any expenses incurred or for the value of any Major Repairs to the Property or any part thereof.

9.4 In order to ensure the availability of funds to pay for Major Repairs, University House shall maintain on hand a reserve fund (hereinafter "Major Repairs Reserve Fund") during the Term of this Lease. The initial value of the Major Repairs Reserve Fund shall be Three-Hundred Thousand Dollars (\$300,000), with the intent to add additional funds as University House and the LSU Foundation deem reasonable.

Article X
Assignment and Subletting

LSU may not assign or transfer this Lease or sublease the Property or any part thereof or interest therein, or mortgage, pledge or hypothecate its leasehold interest.

Article XI
Defaults and Remedies

11.1 LSU's right to continue in possession of the Property is conditioned upon LSU's performance of each of LSU's obligations under this Lease.

11.2 Each of the following constitutes an "Event of Default" under this Lease:

- (a) LSU fails to perform any of LSU's obligations under this Lease and such failure continues for a period of 30 days after notice from University House; provided that if more than 30 days are reasonably required to complete such performance, LSU will not be in default if LSU commences such performance within the 30 day period and thereafter diligently pursues its completion; or
- (b) LSU abandons the Property in whole or in part. LSU's failure to use the Property for either of the two (2) permitted uses set forth in Article VII constitutes abandonment; or
- (c) LSU uses the Property for any other purpose other than those specified in this Lease.

11.3 On the occurrence of an Event of Default, University House may, at any time thereafter, with or without notice or demand, and without limiting University House in the exercise of any right or remedy which University House may have:

- (a) Terminate the Lease Term by written notice to LSU. LSU will then immediately surrender the Property to University House. Following termination, University House shall have all the rights and remedies of a University House provided at law or in equity; or
- (b) Pursue any other remedy now or hereafter available to University House under the laws of Louisiana.

Article XII
Miscellaneous Provisions

12.1 LSU on performing its obligations hereunder will peacefully and quietly have, hold and enjoy the Property throughout the Lease Term without any manner of hindrance from University House, subject however to all the terms and provisions hereof.

12.2 The obligations of University House will be binding upon the assets of University House which comprise the Property but not upon other assets of University House or the LSU Foundation, its sole member. No individual Representative will be personally liable under this Lease or any other instrument, transaction or undertaking contemplated hereby.

12.3 University House will not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of LSU, LSU's employees, invitees, customers or any other person or about the Property, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising in or about the Property, or from other sources or places; or (d) any curtailment or interruption in utility services. LSU will give University House prompt notice upon the occurrence of any accident or casualty at the Property. The provisions of this Section will not exempt University House from liability for its gross negligence or willful misconduct; provided, however, University House will not be liable for any consequential damages.

12.4 To the fullest extent permitted by law, University House will indemnify and hold harmless LSU from any liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands or judgments arising from any act of negligence of University House, except to the extent arising out of LSU's negligence or willful misconduct or breach of this Lease. This indemnity does not cover claims arising from the presence or release of Hazardous Materials.

12.5 LSU will give written notice of any failure by University House to perform any of its obligations under this Lease to University House. University House will not be in default under this Lease unless University House fails to cure such non-performance within 30 days after receipt of LSU's notice or such longer period as may be required to diligently complete such matter. If University House cannot perform any of its obligations due to events beyond its reasonable control, the time provided for performing such obligations will be extended by a period of time equal to the duration of such events. Events beyond University House's reasonable control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty or weather conditions, shortages of labor or material, and delays caused by third parties such as permitting authorities.

12.6 If LSU defaults in the performance of any obligation under this Lease, University House will have the right (but is not required) to perform such obligation and, if necessary, to enter upon the Property. All costs incurred by University House pursuant to this section will be payable to University House immediately on demand. University House may exercise the foregoing rights without waiving any of its other rights or releasing LSU from any of its obligations under this Lease.

12.7 A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable will not invalidate the remainder of such provision, which will remain in full force and effect.

12.8 All amendments to this Lease must be in writing and signed by all parties. Any other attempted amendment will be void.

12.9 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery, electronic mail, or by placing same in the United States Mail, properly addressed and postage prepaid to:

University House:

Leu Anne Greco
VP/General Counsel
3796 Nicholson Drive
Baton Rouge, LA 70802
lgreco@lsufoundation.org

LSU:

Carlton "Trey" Jones, III
Deputy General Counsel
3810 West Lakeshore Drive, Suite 124
Baton Rouge, LA 70808
jones@lsu.edu

12.10 The validity, interpretation, and performance of this Lease shall be controlled by and construed in accordance with the laws of the State of Louisiana. The parties hereto waive trial by jury in any action, proceeding or counterclaim brought by any party(ies) against any other party(ies) on any matter arising out of or in any way connected with this Lease or the relationship of the parties hereunder.

12.11 This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts will constitute a single binding instrument.

[The remainder of this page is intentionally left blank]

[University House L3C Signature page for Lease of 188 S. Lakeshore Drive]

IN WITNESS WHEREOF, the undersigned duly authorized representative has signed this Lease on behalf of University House L3C on the ____ day of _____, 2024, to be effective on July 1, 2024, in the presence of the undersigned competent witnesses, who hereunto signed their names with me, Notary after due reading of the whole.

WITNESSES

UNIVERSITY HOUSE L3C

Printed Name: _____

Printed Name: _____

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

Notary Public

Printed Name
LSBA Roll No. _____
My Commission is for life.

[LSU Signature page for Lease of 188 S. Lakeshore Drive]

IN WITNESS WHEREOF, the undersigned duly authorized representative has signed this Lease on behalf of LSU on the ____ day of _____, 2024, to be effective on July 1, 2024, in the presence of the undersigned competent witnesses, who hereunto signed their names with me, Notary, after due reading of the whole.

WITNESSES

**LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL
COLLEGE**

Printed Name: _____

By: _____

Name: _____

Printed Name: _____

Title: _____

Notary Public

Printed Name

LSBA Roll No. _____

My Commission is for life.



Board of Supervisors

ATHLETICS COMMITTEE

BOARD OF SUPERVISORS MEETING | JUNE 28, 2024



Board of Supervisors

Request from LSU Athletics to Approve New Employment Agreements for Assistant Basketball Coaches

Date: June 28, 2024

1. Bylaw Citation

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

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

* * * *

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

2. Summary of Matter

This resolution seeks approval of the new employment agreements for Jalen Courtney-Williams and David Patrick. The key terms of the employment agreements are summarized below:

Name	Title	Proposed Start Date	Proposed End Date	Total Certain Compensation ^a
Jalen Courtney-Williams	Assistant Basketball Coach	4/15/2024	6/30/2027	\$400,000
David Patrick	Assistant Basketball Coach	5/20/2024	6/30/2027	\$600,000

Notes:

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

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

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

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Office of General Counsel has reviewed the proposed agreements.

7. Parties of Interest

LSU and the above-named personnel.

8. Related Transactions

None.

9. Conflicts of Interest

None known.

10. Attachments

1. Employment Agreement: Jalen Courtney-Williams.
2. Employment Agreement: David Patrick.

RESOLUTION

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

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 28th day of June, 2024, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate IV, its duly authorized President, and Jalen Courtney-Williams (“Employee”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “Athletics Director”: The Director of Athletics at LSU.
 - B. “Base Salary”: The annualized sum of \$400,000.
 - C. “Contract Year”: An annual period from January 1 to December 31 during the Term.
 - D. “End Date”: June 30, 2027.
 - E. “Position”: Assistant Coach for the Team.
 - F. “President”: The President of LSU.
 - G. “Program”: The intercollegiate men’s basketball program at LSU.
 - H. “Relocation Incentive”: The one-time payment of \$25,000.
 - I. “Start Date”: April 15, 2024.
 - J. “Supplemental Compensation”: The annualized sum of \$25,000.
 - K. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** This Agreement shall be for a definite term (“Term”), commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 or 12 of this Agreement.
3. **Employment.** LSU does hereby employ Employee in the Position for the Term. Employee will report directly to the Head Coach of the Team. It is the intention of the parties that Employee will serve in the Position for the entirety of the Term. Employee acknowledges and agrees that Employee is not eligible for and will not be considered for or granted tenure by LSU.
4. **Duties and Responsibilities.** Employee’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the Head Coach and Athletics Director:

- A. Performing all duties reasonably assigned to Employee by the Head Coach of the Team or the Athletics Director so long as such duties are consistent with those duties typically assigned to primary recruiting assistant coaches at colleges or universities at the same competitive level as LSU;
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Devoting full professional attention and efforts to promoting the Program and fulfilling the necessary coaching responsibilities and duties;
- D. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletics Association (“NCAA”), the Southeastern Conference (“SEC”), LSU, and any other conference rules or policies which may be subsequently implemented (hereinafter collectively referred to as “Governing Athletics Regulations”);
- E. Promoting an atmosphere of compliance within the Program;
- F. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletics Director and the Director of Compliance;
- G. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 (“PM-73”), and understanding and complying with the mandatory obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which Employee has knowledge or receives notice to LSU’s Title IX Coordinator as required by PM-73;
- H. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including but not limited to Permanent Memorandum 55;
- I. Cooperating fully, truthfully and without undue delay in any investigation, infractions process or adjudication of any matter under Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time;
- J. Cooperating fully, truthfully and without undue delay in any LSU internal investigation or inquiry;
- K. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- L. Understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in

which admissions, financial aid, academic services for student athletes, and recruiting are conducted consistent with LSU's mission;

- M. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletics Director;
 - N. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Athletics Department, the Program and LSU;
 - O. Using reasonable efforts, through due care and supervision, to ensure that all student athletes and other individuals under or subject to Employee's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Athletics Department, the Program and LSU;
 - P. Maintaining a presence on campus and in the Program, except for absences approved by the Athletics Department; and
 - Q. Using reasonable efforts to promote the goal of LSU that every student athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes.
5. **Sports Camps.** Subject to Governing Athletics Regulations and Athletics Department guidelines, rules and regulations, Employee may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any additional compensation from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay Employee the Base Salary annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. Any amounts due to Employee under this Section for a partial Contract Year shall be prorated.
7. **Media Participation, License to NIL, and Supplemental Compensation.**
- A. **License.** As owner of the rights to Employee's name, image and likeness, Employee grants to the University and Athletics Department, during the Term of this Agreement, a perpetual, non-exclusive and non-transferrable license of the names, nicknames, initials, autograph, likeness, images, pictures, video, depictions, resemblance, quotes, phrases, interviews, coaching records, philosophies and methods attributable to Employee obtained during the Term, and all derivatives thereof, for any current or future uses for promoting the University, Athletics Department or the Program. This license shall include the intellectual property rights and services of Employee in connection with promoting, appearing on, or participating in, as requested, and making reasonable efforts to make successful,

LSU-sanctioned television, radio, social media and internet programs, including streaming services, concerning LSU and the Team.

- B. **Supplemental Compensation/Royalty.** As a royalty for the license granted herein, Employee will earn and receive Supplemental Compensation, which shall be payable in equal monthly installments and may be paid from affiliated foundation funds. Any amounts due to Employee under this Section for a partial Contract Year shall be prorated.
 - C. **Ownership of Programming.** LSU shall exclusively own all rights to any television, radio, and internet programs and shall be entitled, at its option, to produce and market the programs or negotiate with third parties for the production and marketing of the programs. LSU shall retain all revenue generated by the programs including but not limited to that received from program sponsors for commercial endorsements used during the programs. "Program sponsors" shall include, but not be limited to, those persons or companies who make financial contributions supporting, or who pay a fee for, commercial announcements and endorsements used on the programs.
8. **Post-Season Incentive Compensation.** In the event the Team participates in post-season game(s), Employee may be eligible for Post-Season Incentive Compensation as if a non-contracted employee in accordance with LSU's most recent Additional Compensation Policy for Post-Season Athletics." If payable, Post-Season Incentive Compensation shall be paid within 60 days of achieving the applicable goal. Post-Season Incentive Compensation is additional compensation for the extra services required of Employee in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. If Employee does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination of employment, Employee shall not be entitled to Post-Season Incentive Compensation. Post-Season Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Fringe Benefits and Leave.** Unless otherwise specified herein, Employee is entitled to participate in the fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Employee shall also be entitled to the following benefits:
- A. **Apparel.** As part of any third-party apparel and/or equipment-related contract with LSU, Employee acknowledges and agrees that the Team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by Employee in furtherance of Employee's employment duties and team-related activities as applicable to Employee's employment with LSU.
 - B. **Car Allowance.** Employee shall receive an automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 per month or (2) to the

extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.

- C. **No Annual Leave.** Because of the specific nature of Employee's job duties and the irregular times during which Employee will be required to perform those job duties (for example, working more than 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), Employee acknowledges and agrees that Employee will not earn or accrue annual leave.
1. Employee's compensation has been mutually negotiated with this understanding, and both Employee and LSU agree that the compensation would be less if Employee were entitled to earn annual leave.
 2. If any administrative tribunal, statewide elected official, state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires Employee to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines that it must comply with the opinion or ruling, then Employee's Base Salary shall be reduced by the dollar value of the annual leave for which Employee is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which Employee's earning of annual leave is calculated to begin, and Employee shall repay to LSU the amount of the reduction. Employee shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by Employee and LSU) from the date on which the Employee is given notice that Employee will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, Employee may waive Employee's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
- D. **No Overtime.** Employee qualifies and is designated as exempt under the Fair Labor Standards Act and is not entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- E. **Relocation Incentive.** If indicated in Section 1 of the Agreement, Employee shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if Employee does not continue employment with the University for at least two full years, unless the reason for Employee's discontinuation of employment is due to University terminating this Agreement per Section 11(B). In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

- F. **Retirement Plan.** Employee is entitled to participate in the retirement programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Employee understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from Employee's compensation except as to the Base Salary and any earned Post-Season Incentive Compensation, and Employee shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. Employee further acknowledges that other sums paid shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
- G. **Sick Leave.** Employee shall accrue and use sick leave in accordance with LSU policy.

10. **Additional Revenue.**

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

11. Termination and Suspension.

A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU at any time prior to its expiration, upon written notice to Employee.

1. For purposes of this Section, “cause” for termination shall be defined as:
 - a. If, as determined by LSU and without the need for any adjudication by any other entity, Employee commits any material and substantial violation (or repeated lesser violations) of Governing Athletics Regulations, fails promptly to report any such violation by another person to the Director of Compliance, or commits a material and substantial violation of any LSU policies, rules, or procedures;
 - b. If, as determined by LSU and without the need for any adjudication by any other entity, there is any material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after Employee knew or had constructive knowledge that it was about to occur or was occurring, or (ii) Employee failed to follow reasonable policies and procedures established in writing by the Athletics Department to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
 - c. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings Employee into substantial public disrepute sufficient, at the reasonable discretion of LSU, to materially impair Employee’s ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Employee as a visible representative of LSU, including but not limited to acts of dishonesty, misrepresentation, fraud or violence that may or may not rise to the level of warranting criminal prosecution by the relevant authorities;
 - d. Unreasonable refusal or repeated failure to perform any duties imposed upon Employee herein (including but not limited to those duties specified in this Agreement), or failing to perform the same to the best of Employee’s reasonable ability;
 - e. Failing to cooperate in the investigation, infractions process, adjudication or enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly

permitting any other person under Employee's supervision to fail to reasonably cooperate in such investigation and enforcement;

- f. Subject to any right of administrative appeal permitted or granted to Employee by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by Employee of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of Employee which were permitted, encouraged, or condoned by Employee, or about which violations Employee knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of any previously undisclosed violations during Employee's prior employment at another institution);
- g. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which Employee has knowledge;
- h. Failure by Employee to engage in, and use best efforts to ensure that personnel under Employee's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including but not limited to failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
- i. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
- j. Prolonged absence from LSU without permission, which will not be unreasonably withheld;
- k. Failure to respond fully and truthfully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person under Employee's supervision to fail to so respond;

- l. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by Employee to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including but not limited to transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- m. Being charged with or convicted of either: (i) any felony, or (ii) any crime involving larceny, embezzlement, fraud, gambling, drugs, or alcohol;
- n. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, an online or in-person sportsbook, or any other method of gambling; or knowingly permitting any student athlete or other individual under Employee's control, authority, or supervision to participate in such activity;
- o. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom Employee knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under Employee's control, authority, or supervision to furnish such information or data;
- p. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or substances to such degree and for such appreciable period as to substantially impair Employee's ability to perform the duties herein;
- q. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by Employee is prohibited by law or Governing Athletics Regulations, excepting the use or possession of substances or drugs lawfully prescribed by a health care provider, and used in accordance therewith;
- r. Encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under Employee's control, authority, or supervision of any controlled substances, steroids, or

other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Regulations; or

s. Violating any material term of this Agreement.

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

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

b. Prior to the effective date of termination in the notice, Employee shall have the right to present a written statement and any supporting materials to the Athletics Director detailing why the Employee believes LSU should rescind its notice of termination. The Athletics Director or the Athletics Director's designee may extend the effective date of termination in writing to allow additional time to consider Employee's response.

c. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide Employee written notice of a decision. If confirmed, termination of employment shall be effective on the date of termination previously identified.

d. Within seven calendar days of receipt of the decision of the Athletics Director, Employee may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final.

e. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided by the Employee and materials considered by the Athletics Director. The request for review by the President shall not suspend the effective date of the termination.

f. Within 14 calendar days of the submission, Employee will be provided written notice of the decision of the President, which shall be final.

3. Should the Employee be reinstated following a request for review, Employee shall be paid any lost compensation and benefits, retroactive to the date such compensation and benefits ceased.

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

B. Termination by LSU without Cause.

1. LSU shall have the right to terminate this Agreement without cause upon written notice to Employee.
2. In the event of termination by LSU without cause, all of Employee's compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to Employee for any sums or damages other than the liquidated damages provided for herein and as well as Post-Season Incentive Compensation (if any) that has been earned but not paid. The termination date shall be the date designated by LSU in the notice of termination.
3. If LSU terminates employment during the Term without cause, LSU will pay Employee liquidated damages in the amount of 80 percent of the Base Salary and Supplemental Compensation (if any) which would have been payable to Employee through the remaining Term of the Agreement.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period equal to the amount of time then remaining in the Term. LSU's obligation to pay liquidated damages under this Section shall terminate upon the death of Employee.

5. In the event of termination by LSU without cause, Employee shall have the duty to mitigate and use best efforts to obtain similar athletics-related employment in another position with compensation at fair market value. Employee shall exercise due diligence and good faith in seeking qualifying employment so long as the liquidated damage obligation exists. In the event Employee obtains such other employment, Employee must notify LSU and provide documentation reasonably requested by LSU to determine the amount of compensation received by Employee and the amount of offset due to LSU. Mitigation shall be calculated as follows:
 - a. If new employment is via contract, LSU shall reduce future payments by the greater of (i) the average annual compensation of Employee's new employment agreement (regardless of term) or (ii) the specific annual compensation due during the remainder of the Term of this Agreement.
 - b. If new employment is not via contract (i.e., at-will), LSU will reduce future payments by the specific annual compensation due for the remainder of the Term of this Agreement.

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

6. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause Employee to lose compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are not easy to determine with certainty. Accordingly, the parties have bargained for this liquidated damages provision. The parties further agree that the liquidated damages herein are not in any way a penalty.

C. Termination by Employee Without Cause.

1. Employee shall have the right to terminate this Agreement without cause upon 30 days written notice to LSU. In the event Employee terminates this Agreement without cause, Employee will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief.
2. In the event of termination by Employee without cause, all of Employee's compensation and benefits provided for in this Agreement shall terminate

on the termination date, which, unless otherwise agreed to in writing by LSU and Employee, shall be the earlier of: (a) the date on which Employee provides notice of termination to LSU; (b) the date on which Employee accepts employment from another employer; or (c) the date on which Employee performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to Employee for any amounts other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate Employee to repay unearned compensation and fees previously or inadvertently paid by LSU under the premise that Employee would fulfill the Term of this Agreement.

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

D. Suspension or Other Disciplinary Action.

1. LSU may impose suspension or leave without pay for a period no longer than 120 days for any act or omission which would be grounds for discipline or termination for cause as defined herein. Imposition of such sanctions

shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, Employee shall be provided written notice of the grounds for the suspension and shall have seven calendar days from receipt of such notice to respond in writing to the Athletics Director. After review of any such response, the Athletics Director or the Athletics Director's designee will provide Employee with written notice of a decision and/or suspension. Suspension under this subsection shall not limit any rights of LSU to terminate Employee for cause.

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

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

F. **Exclusivity of Remedy.** The financial consequences of termination of this Agreement or suspension are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither Employee nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives, for damages, including consequential damages by reason of any alleged economic loss, including but not limited to loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of benefits, loss of fees from speaking, camps or other outside activity, damages allegedly sustained because of alleged humiliation or defamation, or any other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the

release by LSU or Employee of information or documents which are public or as otherwise required by law. Employee acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, Employee shall have no right to occupy the Position and that Employee's sole remedies are provided herein and shall not extend to injunctive relief. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION LIMITING LIABILITY AND EXCLUDING CONSEQUENTIAL DAMAGES AND OTHER REMEDIES IS ESSENTIAL AND IS A MATERIAL INDUCEMENT FOR THE UNIVERSITY TO ENTER INTO THIS AGREEMENT. ACCORDINGLY, SUCH PROVISIONS SHALL BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISIONS AND SHALL BE ENFORCED AS SUCH, REGARDLESS OF ANY BREACH OR OTHER OCCURRENCE HEREUNDER.

G. **Interference with Athletics.** During any period where Employee receives post-termination liquidated damages, compensation or benefits, Employee agrees that Employee will not interfere with LSU student athletes or otherwise obstruct the ability of LSU or the Athletics Department to transact business. If Employee violates this provision, LSU shall be entitled to discontinue any post-termination liquidated damages, compensation or benefits and may seek to recover any payments that have been disbursed.

12. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to Employee. Notice of termination under this Section shall be in writing and shall establish a date of termination 12 months from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.

13. **University Property.** All property that is provided to, or developed or acquired by, Employee as part of or in conjunction with Employee's employment by LSU, regardless of the format or manner in which the property may be retained or stored, shall remain the sole property of LSU. This shall include, without limitation, all documents, files, personnel records, recruiting records, team information, athletic equipment, films, statistics, keys, credit cards, computers, software programs, and electronic devices that Employee may have access to or come into possession of during employment. Excluded from this provision are Employee's personal notes, personal playbooks, memorabilia, diaries and other personal records, which the Employee may retain. Employee is required to return to LSU all LSU property in Employee's possession within seven calendar days of termination or separation of employment. Employee shall also return any courtesy vehicle provided under this Agreement within seven calendar days of termination or separation of employment. Employee agrees that LSU may withhold any liquidated damage payments or other compensation due Employee pending return of property under this Section.

14. **Duty of Loyalty.** Unless notice of termination under this Section has been given by either party, neither Employee nor Employee's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for Employee with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletics Director.
15. **Duty to Cooperate.** Both during and after the end of employment with LSU, Employee agrees, without additional compensation (other than reimbursement for reasonable associated expenses post-employment), to cooperate with LSU in any investigation, internal or otherwise, of any possible violation of law (including Title IX) or violation of any rule, policy or regulation of LSU (including PM-73), the SEC or the NCAA. Employee agrees (a) to be reasonably available to answer questions regarding any matter with which Employee was involved while employed by LSU, and (b) to cooperate with LSU during the course of any proceedings arising out of any matter with which Employee has knowledge or information.
16. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
17. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the matters contemplated hereby and shall, upon the Effective Date, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
18. **Indirect Actions Prohibited.** Any act which Employee is prohibited from doing directly in this Agreement shall not be done indirectly by Employee or another person on Employee's behalf or at Employee's behest.
19. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by Employee, such approval and acceptance to be acknowledged in writing.
20. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
21. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

22. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
23. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
24. **Additional Conditions of Employment.**
- A. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, Employee hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, Employee shall provide proof to LSU that Employee has been issued a Louisiana driver’s license and that all vehicles registered in Employee’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
- B. **Background Checks and Disclosures.** Prior to commencing employment, Employee shall be required to submit to background checks as deemed appropriate by the University. Employee’s employment is contingent upon a satisfactory background check in accordance with University policy. In addition, prior to signing this Agreement, Employee must disclose to the University any and all criminal, civil or administrative matters from the prior five years, including those currently pending but excluding non-felony traffic infractions. Failure to disclose all such matters to the University will serve as a basis to terminate employment for cause.
- C. **Approvals.** This Agreement is subject to any approvals that must be obtained in accordance with law or University policy. No provision of this Agreement shall be enforceable until signed by all parties and, if required by policy, approved by the Board of Supervisors.
25. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.
26. **Buyout.** LSU acknowledges that a necessary element of Employee accepting employment with the LSU is LSU's commitment to pay up to \$42,500 of the expense Employee will incur as a result of terminating employment with Creighton University and commencing employment with the LSU. LSU has authorized the reimbursement of Employee for this

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 20th day of May, 2024, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate IV, its duly authorized President, and David Patrick (“Employee”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:

- A. “Athletics Director”: The Director of Athletics at LSU.
- B. “Base Salary”: The annualized sum of \$400,000.
- C. “Contract Year”: An annual period from January 1 to December 31 during the Term.
- D. “End Date”: June 30, 2027.
- E. “Position”: Associate Head Coach for the Team.
- F. “President”: The President of LSU.
- G. “Program”: The intercollegiate men’s basketball program at LSU.
- H. “Relocation Incentive”: The one-time payment of \$25,000 to be paid within thirty (30) days of the Start Date.
- I. “Start Date”: May 20, 2024.
- J. “Supplemental Compensation”: The annualized sum for the following periods:

Start Date through June 30, 2025	\$200,000
July 1, 2025 through June 30, 2026	\$225,000
July 1, 2026 through June 30, 2027	\$250,000
- K. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Term.** This Agreement shall be for a definite term (“Term”), commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 or 12 of this Agreement.

3. **Employment.** LSU does hereby employ Employee in the Position for the Term. Employee will report directly to the Head Coach of the Team. It is the intention of the parties that Employee will serve in the Position for the entirety of the Term. Employee acknowledges and agrees that Employee is not eligible for and will not be considered for or granted tenure by LSU.

4. **Duties and Responsibilities.** Employee's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the Head Coach and Athletics Director:
- A. Performing all duties reasonably assigned to Employee by the Head Coach of the Team or the Athletics Director so long as such duties are consistent with those duties typically assigned to primary recruiting assistant coaches at colleges or universities at the same competitive level as LSU;
 - B. Promoting the success of the Team and its student athletes both athletically and academically;
 - C. Devoting full professional attention and efforts to promoting the Program and fulfilling the necessary coaching responsibilities and duties;
 - D. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletics Association ("NCAA"), the Southeastern Conference ("SEC"), LSU, and any other conference rules or policies which may be subsequently implemented (hereinafter collectively referred to as "Governing Athletics Regulations");
 - E. Promoting an atmosphere of compliance within the Program;
 - F. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletics Director and the Director of Compliance;
 - G. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 ("PM-73"), and understanding and complying with the mandatory obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which Employee has knowledge or receives notice to LSU's Title IX Coordinator as required by PM-73;
 - H. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including but not limited to Permanent Memorandum 55;
 - I. Cooperating fully, truthfully and without undue delay in any investigation, infractions process or adjudication of any matter under Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time;
 - J. Cooperating fully, truthfully and without undue delay in any LSU internal investigation or inquiry;

- K. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
 - L. Understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting are conducted consistent with LSU's mission;
 - M. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletics Director;
 - N. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Athletics Department, the Program and LSU;
 - O. Using reasonable efforts, through due care and supervision, to ensure that all student athletes and other individuals under or subject to Employee's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Athletics Department, the Program and LSU;
 - P. Maintaining a presence on campus and in the Program, except for absences approved by the Athletics Department; and
 - Q. Using reasonable efforts to promote the goal of LSU that every student athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes.
5. **Sports Camps.** Subject to Governing Athletics Regulations and Athletics Department guidelines, rules and regulations, Employee may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any additional compensation from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay Employee the Base Salary annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. Any amounts due to Employee under this Section for a partial Contract Year shall be prorated.
7. **Media Participation, License to NIL, and Supplemental Compensation.**
- A. **License.** As owner of the rights to Employee's name, image and likeness, Employee grants to the University and Athletics Department, during the Term of this Agreement, a perpetual, non-exclusive and non-transferrable license of the names, nicknames, initials, autograph, likeness, images, pictures, video, depictions, resemblance, quotes, phrases, interviews, coaching records, philosophies and methods attributable to Employee obtained during the Term, and all derivatives

thereof, for any current or future uses for promoting the University, Athletics Department or the Program. This license shall include the intellectual property rights and services of Employee in connection with promoting, appearing on, or participating in, as requested, and making reasonable efforts to make successful, LSU-sanctioned television, radio, social media and internet programs, including streaming services, concerning LSU and the Team.

- B. **Supplemental Compensation/Royalty.** As a royalty for the license granted herein, Employee will earn and receive Supplemental Compensation, which shall be payable in equal monthly installments and may be paid from affiliated foundation funds. Any amounts due to Employee under this Section for a partial Contract Year shall be prorated.
 - C. **Ownership of Programming.** LSU shall exclusively own all rights to any television, radio, and internet programs and shall be entitled, at its option, to produce and market the programs or negotiate with third parties for the production and marketing of the programs. LSU shall retain all revenue generated by the programs including but not limited to that received from program sponsors for commercial endorsements used during the programs. "Program sponsors" shall include, but not be limited to, those persons or companies who make financial contributions supporting, or who pay a fee for, commercial announcements and endorsements used on the programs.
8. **Post-Season Incentive Compensation.** In the event the Team participates in post-season game(s), Employee may be eligible for Post-Season Incentive Compensation as if a non-contracted employee in accordance with LSU's most recent Additional Compensation Policy for Post-Season Athletics." If payable, Post-Season Incentive Compensation shall be paid within 60 days of achieving the applicable goal. Post-Season Incentive Compensation is additional compensation for the extra services required of Employee in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. If Employee does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination of employment, Employee shall not be entitled to Post-Season Incentive Compensation. Post-Season Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Fringe Benefits and Leave.** Unless otherwise specified herein, Employee is entitled to participate in the fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Employee shall also be entitled to the following benefits:
- A. **Apparel.** As part of any third-party apparel and/or equipment-related contract with LSU, Employee acknowledges and agrees that the Team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by Employee in furtherance of Employee's employment duties and team-related activities as applicable to Employee's employment with LSU.

- B. **Car Allowance.** Employee shall receive an automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 per month or (2) to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.
- C. **No Annual Leave.** Because of the specific nature of Employee's job duties and the irregular times during which Employee will be required to perform those job duties (for example, working more than 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), Employee acknowledges and agrees that Employee will not earn or accrue annual leave.
1. Employee's compensation has been mutually negotiated with this understanding, and both Employee and LSU agree that the compensation would be less if Employee were entitled to earn annual leave.
 2. If any administrative tribunal, statewide elected official, state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires Employee to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines that it must comply with the opinion or ruling, then Employee's Base Salary shall be reduced by the dollar value of the annual leave for which Employee is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which Employee's earning of annual leave is calculated to begin, and Employee shall repay to LSU the amount of the reduction. Employee shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by Employee and LSU) from the date on which the Employee is given notice that Employee will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, Employee may waive Employee's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
- D. **No Overtime.** Employee qualifies and is designated as exempt under the Fair Labor Standards Act and is not entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- E. **Relocation Incentive.** If indicated in Section 1 of the Agreement, Employee shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if Employee does not continue employment with the University for at least two full years, unless the reason for Employee's discontinuation of employment is due to University terminating this Agreement per Section 11(B). In accordance with Internal Revenue Service

regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

- F. **Retirement Plan.** Employee is entitled to participate in the retirement programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Employee understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from Employee's compensation except as to the Base Salary and any earned Post-Season Incentive Compensation, and Employee shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. Employee further acknowledges that other sums paid shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
- G. **Sick Leave.** Employee shall accrue and use sick leave in accordance with LSU policy.

10. Additional Revenue.

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

- D. Employee shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletics Director, which will not be unreasonably withheld.

11. Termination and Suspension.

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

1. For purposes of this Section, “cause” for termination shall be defined as:
 - a. If, as determined by LSU and without the need for any adjudication by any other entity, Employee commits any material and substantial violation (or repeated lesser violations) of Governing Athletics Regulations, fails promptly to report any such violation by another person to the Director of Compliance, or commits a material and substantial violation of any LSU policies, rules, or procedures;
 - b. If, as determined by LSU and without the need for any adjudication by any other entity, there is any material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after Employee knew or had constructive knowledge that it was about to occur or was occurring, or (ii) Employee failed to follow reasonable policies and procedures established in writing by the Athletics Department to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
 - c. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings Employee into substantial public disrepute sufficient, at the reasonable discretion of LSU, to materially impair Employee’s ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Employee as a visible representative of LSU, including but not limited to acts of dishonesty, misrepresentation, fraud or violence that may or may not rise to the level of warranting criminal prosecution by the relevant authorities;
 - d. Unreasonable refusal or repeated failure to perform any duties imposed upon Employee herein (including but not limited to those duties specified in this Agreement), or failing to perform the same to the best of Employee’s reasonable ability;

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

law or Governing Athletics Regulations; or knowingly permitting any other person under Employee's supervision to fail to so respond;

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

- r. Encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under Employee's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Regulations; or
 - s. Violating any material term of this Agreement.
2. The process for termination for cause is as follows:
- a. Prior to termination for cause, LSU shall provide Employee written notice of termination with a designated effective date of termination. The notice of termination shall be provided at least seven calendar days before the effective date of termination and shall be signed by the Athletics Director or the Athletics Director's designee. The notice of termination shall reference the facts upon which termination is authorized.
 - b. Prior to the effective date of termination in the notice, Employee shall have the right to present a written statement and any supporting materials to the Athletics Director detailing why the Employee believes LSU should rescind its notice of termination. The Athletics Director or the Athletics Director's designee may extend the effective date of termination in writing to allow additional time to consider Employee's response.
 - c. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide Employee written notice of a decision. If confirmed, termination of employment shall be effective on the date of termination previously identified.
 - d. Within seven calendar days of receipt of the decision of the Athletics Director, Employee may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final.
 - e. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided by the Employee and materials considered by the Athletics Director. The request for review by the President shall not suspend the effective date of the termination.
 - f. Within 14 calendar days of the submission, Employee will be provided written notice of the decision of the President, which shall be final.

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

B. Termination by LSU without Cause.

1. LSU shall have the right to terminate this Agreement without cause upon written notice to Employee.
2. In the event of termination by LSU without cause, all of Employee's compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to Employee for any sums or damages other than the liquidated damages provided for herein and as well as Post-Season Incentive Compensation (if any) that has been earned but not paid. The termination date shall be the date designated by LSU in the notice of termination.
3. If LSU terminates employment during the Term without cause, LSU will pay Employee liquidated damages in the amount of 80 percent of the Base Salary and Supplemental Compensation (if any) which would have been payable to Employee through the remaining Term of the Agreement.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period equal to the amount of time then remaining in the

Term. LSU's obligation to pay liquidated damages under this Section shall terminate upon the death of Employee.

5. In the event of termination by LSU without cause, Employee shall have the duty to mitigate and use best efforts to obtain similar athletics-related employment in another position with compensation at fair market value. Employee shall exercise due diligence and good faith in seeking qualifying employment so long as the liquidated damage obligation exists. In the event Employee obtains such other employment, Employee must notify LSU and provide documentation reasonably requested by LSU to determine the amount of compensation received by Employee and the amount of offset due to LSU. Mitigation shall be calculated as follows:
 - a. If new employment is via contract, LSU shall reduce future payments by the greater of (i) the average annual compensation of Employee's new employment agreement (regardless of term) or (ii) the specific annual compensation due during the remainder of the Term of this Agreement.
 - b. If new employment is not via contract (i.e., at-will), LSU will reduce future payments by the specific annual compensation due for the remainder of the Term of this Agreement.

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

6. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause Employee to lose compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are not easy to determine with certainty. Accordingly, the parties have bargained for this liquidated damages provision. The parties further agree that the liquidated damages herein are not in any way a penalty.

C. Termination by Employee Without Cause.

1. Employee shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event Employee terminates this Agreement without cause, Employee will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief.

2. In the event of termination by Employee without cause, all of Employee's compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU and Employee, shall be the earlier of: (a) the date on which Employee provides notice of termination to LSU; (b) the date on which Employee accepts employment from another employer; or (c) the date on which Employee performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to Employee for any amounts other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate Employee to repay unearned compensation and fees previously or inadvertently paid by LSU under the premise that Employee would fulfill the Term of this Agreement.
3. If Employee terminates employment at any time before the End Date, Employee will pay to LSU as liquidated damages an amount as follows:
 - a. Fifty percent of all remaining Base Salary which would have been payable to Employee for the remaining Term if Employee accepts employment in a non-head coaching position with another SEC men's basketball program; or
 - b. Twenty-five percent of all remaining Base Salary which would have been payable to Employee for the remaining Term if Employee accepts employment in a non-head coaching position other than as described above or terminates employment for any other reason;
 - c. Except, however, no liquidated damages will be owed if Employee accepts any collegiate head coaching position or position in a professional league; terminates the Agreement after the conclusion of the final season of the Term (including any post-season play, if applicable); or if Employee terminates within 60 days of Matt McMahon's last day of employment with LSU as Head Coach.
4. This is an agreement for personal services. The parties recognize that termination of this Agreement by Employee prior to its expiration by lapse of Term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement for the Program, in addition to potentially increased compensation costs and loss of goodwill or sales, which damages are impossible to determine with any certainty. Accordingly, the parties have bargained for this liquidated damages provision. The parties further agree that the liquidated damages herein are not in any way a penalty.

D. Suspension or Other Disciplinary Action.

1. LSU may impose suspension or leave without pay for a period no longer than 120 days for any act or omission which would be grounds for discipline or termination for cause as defined herein. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, Employee shall be provided written notice of the grounds for the suspension and shall have seven calendar days from receipt of such notice to respond in writing to the Athletics Director. After review of any such response, the Athletics Director or the Athletics Director's designee will provide Employee with written notice of a decision and/or suspension. Suspension under this subsection shall not limit any rights of LSU to terminate Employee for cause.
2. Employee shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
3. Notwithstanding any other provision of this Agreement to the contrary, if Employee is suspended by the SEC or NCAA, Employee shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, Employee shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

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

F. Exclusivity of Remedy. The financial consequences of termination of this Agreement or suspension are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither Employee nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives, for damages, including consequential damages by reason of any alleged economic loss, including but not limited to loss

of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of benefits, loss of fees from speaking, camps or other outside activity, damages allegedly sustained because of alleged humiliation or defamation, or any other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or Employee of information or documents which are public or as otherwise required by law. Employee acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, Employee shall have no right to occupy the Position and that Employee's sole remedies are provided herein and shall not extend to injunctive relief. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION LIMITING LIABILITY AND EXCLUDING CONSEQUENTIAL DAMAGES AND OTHER REMEDIES IS ESSENTIAL AND IS A MATERIAL INDUCEMENT FOR THE UNIVERSITY TO ENTER INTO THIS AGREEMENT. ACCORDINGLY, SUCH PROVISIONS SHALL BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISIONS AND SHALL BE ENFORCED AS SUCH, REGARDLESS OF ANY BREACH OR OTHER OCCURRENCE HEREUNDER.

- G. **Interference with Athletics.** During any period where Employee receives post-termination liquidated damages, compensation or benefits, Employee agrees that Employee will not interfere with LSU student athletes or otherwise obstruct the ability of LSU or the Athletics Department to transact business. If Employee violates this provision, LSU shall be entitled to discontinue any post-termination liquidated damages, compensation or benefits and may seek to recover any payments that have been disbursed.

12. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to Employee. Notice of termination under this Section shall be in writing and shall establish a date of termination 12 months from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.

13. **University Property.** All property that is provided to, or developed or acquired by, Employee as part of or in conjunction with Employee's employment by LSU, regardless of the format or manner in which the property may be retained or stored, shall remain the sole property of LSU. This shall include, without limitation, all documents, files, personnel records, recruiting records, team information, athletic equipment, films, statistics, keys, credit cards, computers, software programs, and electronic devices that Employee may have access to or come into possession of during employment. Excluded from this provision are Employee's personal notes, personal playbooks, memorabilia, diaries and other personal records, which the Employee may retain. Employee is required to return to LSU all LSU property in Employee's possession within seven calendar days of termination

or separation of employment. Employee shall also return any courtesy vehicle provided under this Agreement within seven calendar days of termination or separation of employment. Employee agrees that LSU may withhold any liquidated damage payments or other compensation due Employee pending return of property under this Section.

14. **Duty of Loyalty.** Unless notice of termination under this Section has been given by either party, neither Employee nor Employee's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for Employee with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletics Director.
15. **Duty to Cooperate.** Both during and after the end of employment with LSU, Employee agrees, without additional compensation (other than reimbursement for reasonable associated expenses post-employment), to cooperate with LSU in any investigation, internal or otherwise, of any possible violation of law (including Title IX) or violation of any rule, policy or regulation of LSU (including PM-73), the SEC or the NCAA. Employee agrees (a) to be reasonably available to answer questions regarding any matter with which Employee was involved while employed by LSU, and (b) to cooperate with LSU during the course of any proceedings arising out of any matter with which Employee has knowledge or information.
16. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
17. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the matters contemplated hereby and shall, upon the Effective Date, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
18. **Indirect Actions Prohibited.** Any act which Employee is prohibited from doing directly in this Agreement shall not be done indirectly by Employee or another person on Employee's behalf or at Employee's behest.
19. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by Employee, such approval and acceptance to be acknowledged in writing.
20. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

21. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
22. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
23. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
24. **Additional Conditions of Employment.**
- A. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, Employee hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, Employee shall provide proof to LSU that Employee has been issued a Louisiana driver’s license and that all vehicles registered in Employee’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
- B. **Background Checks and Disclosures.** Prior to commencing employment, Employee shall be required to submit to background checks as deemed appropriate by the University. Employee’s employment is contingent upon a satisfactory background check in accordance with University policy. In addition, prior to signing this Agreement, Employee must disclose to the University any and all criminal, civil or administrative matters from the prior five years, including those currently pending but excluding non-felony traffic infractions. Failure to disclose all such matters to the University will serve as a basis to terminate employment for cause.
- C. **Approvals.** This Agreement is subject to any approvals that must be obtained in accordance with law or University policy. No provision of this Agreement shall be enforceable until signed by all parties and, if required by policy, approved by the Board of Supervisors.
25. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.



Board of Supervisors

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

Date: June 28, 2024

1. Bylaw Citation

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

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

* * * *

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

2. Summary of Matter

This resolution seeks approval of a new employment agreement Jake Amos, Head Coach of the LSU Men’s Golf Team. The key terms of the agreement are summarized below:

Name	Title	Proposed Start Date	Proposed End Date	Proposed Total Certain Compensation ^a
Jake Amos	Head Men’s Golf Coach	6/1/2024	6/30/2029	\$290,000

Notes:

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

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

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

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Office of General Counsel has reviewed the Employment Agreement.

7. Parties of Interest

LSU and the above-named personnel.

8. Related Transactions

None.

9. Conflicts of Interest

None known.

10. Attachment

Employment Agreement: Jake Amos.

RESOLUTION

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

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 28th day of June, 2024, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate IV, its duly authorized President, and Jacob Amos (“Employee”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:

A. “Athletics Director”: The Director of Athletics at LSU.

B. “Base Salary”: The annualized sum for the following periods:

Start Date through June 30, 2025:	\$290,000
July 1, 2025 through June 30, 2026:	\$295,000
July 1, 2026 through June 30, 2027:	\$300,000
July 1, 2027 through June 30, 2028:	\$305,000
July 1, 2028 through June 30, 2029:	\$310,000

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

D. “End Date”: June 30, 2029.

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

F. “President”: The President of LSU.

G. “Program”: The intercollegiate Golf program at LSU.

H. “Relocation Incentive”: The one-time payment of \$25,000.

I. “Start Date”: June 1, 2024.

J. “Team”: The intercollegiate Men’s Golf team which is a part of the Program.

2. **Term.** This Agreement shall be for a definite term (“Term”), commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 or 12 of this Agreement.

3. **Employment.** LSU does hereby employ Employee in the Position for the Term. Employee will report directly to the Athletics Director or the Athletics Director’s designee. It is the intention of the parties that Employee will serve in the Position for the entirety of the Term. Employee acknowledges and agrees that Employee is not eligible for and will not be considered for or granted tenure by LSU.

4. **Duties and Responsibilities.** Employee’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletics Director:
- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
 - B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (“NCAA”) play, or that of any similar or successor organization;
 - C. Hiring and firing (subject to appropriate budget approvals, such approvals not to be unreasonably withheld or delayed) and managing the assistant coaches and other athletic staff necessary and appropriate to assist Employee in meeting the responsibilities herein;
 - D. Performing all duties reasonably assigned to Employee by the Athletics Director so long as such duties are consistent with those duties typically assigned to head coaches at colleges or universities at the same competitive level as LSU;
 - E. Promoting and monitoring the success of the Team and its student-athletes both athletically and academically;
 - F. Directing the Team, including management of staff, budget, and other resources;
 - G. Understanding and agreeing that Employee and Employee’s staff, with the reasonable assistance of LSU, are bound by and must be reasonably knowledgeable of and comply with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (“SEC”) and/or LSU (hereinafter collectively referred to as “Governing Athletics Regulations”);
 - H. Promoting an atmosphere of compliance within the Program;
 - I. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletics Director and the Director of Compliance;
 - J. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including, but not limited to, Permanent Memorandum 73 (“PM-73”) and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which Employee has knowledge or receives notice to LSU’s Title IX Coordinator and other appropriate designee as required by PM-73.

- K. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including but not limited to Permanent Memorandum 55;
- L. Cooperating fully, truthfully and without undue delay in any investigation, infractions process or adjudication of any matter under Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time;
- M. Cooperating fully, truthfully and without undue delay in any LSU internal investigation or inquiry;
- N. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- O. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student-athletes, and recruiting can be conducted consistent with LSU's mission;
- P. Cultivating and maintaining reasonable interaction with the Board of Supervisors, affiliated foundations, athletic conferences, institutional alumni, the media, the public, students, faculty, staff and other members of the LSU community, in accordance with the policies and instructions of the Athletics Director;
- Q. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
- R. Using reasonable efforts, through due care and supervision, to ensure that all student-athletes and other individuals under or subject to Employee's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Athletics Department, the Program and LSU;
- S. Using reasonable efforts to promote the goal of LSU that every student-athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student-athletes and the faculty and administrators of LSU in connection with the academic pursuits of student-athletes;
- T. Understanding and complying with NCAA Bylaw 11.1.1.1, which provides: "An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach;" and

- U. Performing all other reasonable duties customarily performed by head coaches of similar programs at colleges or universities at the same competitive level as LSU.
5. **Sports Camps.** Subject to Governing Athletics Regulations and Athletics Department guidelines, rules and regulations, Employee may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any additional compensation from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay Employee the Base Salary annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. Any amounts due to Employee under this Section for a partial Contract Year shall be prorated.
7. **Media Participation and License to NIL.**
- A. **License.** As owner of the rights to Employee's name, image and likeness, Employee grants to the University and Athletics Department a perpetual, non-exclusive and non-transferrable license of the names, nicknames, initials, autograph, likeness, images, pictures, video, depictions, resemblance, quotes, phrases, interviews, coaching records, philosophies and methods attributable to Employee obtained during the Term, and all derivatives thereof, for any current or future uses for promoting the University, Athletics Department or the Program. This license shall include the intellectual property rights and services of Employee in connection with promoting, appearing on, or participating in, as requested, and making reasonable efforts to make successful, LSU-sanctioned television, radio, social media and internet programs, including streaming services, concerning LSU and the Team.
- B. **Ownership of Programming.** LSU shall exclusively own all rights to any television, radio, and internet programs and shall be entitled, at its option, to produce and market the programs or negotiate with third parties for the production and marketing of the programs. LSU shall retain all revenue generated by the programs including but not limited to that received from program sponsors for commercial endorsements used during the programs. "Program sponsors" shall include, but not be limited to, those persons or companies who make financial contributions supporting, or who pay a fee for, commercial announcements and endorsements used on the programs.
8. **Incentive Compensation.** Employee shall be entitled to Incentive Compensation as follows. Incentive Compensation shall be paid within 60 days of achieving the applicable goal and may be payable, in whole or in part, from affiliated foundation funds.
- A. **Post-Season Incentive Compensation (Men's Team).** Post-Season Incentive Compensation is additional compensation for the extra services required of Employee in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. If Employee does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination of employment, Employee shall not be entitled to

Post-Season Incentive Compensation. The maximum amount of Post-Season Incentive Compensation payable in a Contract Year shall be \$90,000.

- | | | |
|----|--------------------------------------|--------------|
| 1. | SEC Champion: | \$10,000 AND |
| 2. | Appearance at NCAA Regional: | \$ 5,000 AND |
| 3. | NCAA Regional Championships (Top 30) | \$ 5,000 AND |
| 4. | NCAA Tournament (Top 15) | \$10,000 AND |
| 5. | NCAA Tournament (Top 8) | \$15,000 AND |
| 6. | NCAA Tournament (Top 4) | \$20,000 AND |
| 7. | NCAA National Championship | \$25,000 |

B. **Post-Season Incentive Compensation (Women's Team).** Employee shall also be eligible to earn one-half of the amounts listed above for each listed benchmark achieved by the Women's Golf team. The maximum amount for Post-Season Incentive Compensation under this Section 8(B) is \$45,000 per Contract Year.

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

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

D. **Academic Incentive Compensation.** In the event the single-year Academic Performance Rate ("APR") for the Program exceeds a score of 940, LSU agrees to pay Employee Academic Incentive Compensation in the amount of \$5,000 for that Contract Year. Academic Incentive Compensation, if payable, shall be considered earned on the date on which the APR for LSU is released and shall be paid within 60 days of such date. To be eligible for such Academic Incentive Compensation, Employee must be employed by LSU as of the date on which the incentive is earned.

9. **Fringe Benefits and Leave.** Unless otherwise specified herein, Employee is entitled to participate in the fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Employee shall also be entitled to the following benefits:

- A. **Apparel.** As part of any third-party apparel and/or equipment-related contract with LSU, Employee acknowledges and agrees that the Team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by Employee in furtherance of Employee's employment duties and team-related activities as applicable to Employee's employment with LSU.
- B. **Car Allowance.** Employee shall receive an automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$999 per month, or (2) to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.
- C. **Club Membership.** Membership in a country club, such as the University Club of Baton Rouge, provided that (i) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy may be reimbursed from affiliated foundation funds; and (ii) Employee shall be responsible for payment of all non-business charges and expenses.
- D. **No Annual Leave.** Because of the specific nature of Employee's job duties and the irregular times during which Employee will be required to perform those job duties (for example, working more than 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), Employee acknowledges and agrees that Employee will not earn or accrue annual leave.
1. Employee's compensation has been mutually negotiated with this understanding, and both Employee and LSU agree that the compensation would be less if Employee were entitled to earn annual leave.
 2. If any administrative tribunal, statewide elected official, state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires Employee to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines that it must comply with the opinion or ruling, then Employee's Base Salary shall be reduced by the dollar value of the annual leave for which Employee is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which Employee's earning of annual leave is calculated to begin, and Employee shall repay to LSU the amount of the reduction. Employee shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by Employee and LSU) from the date on which the Employee is given notice that Employee will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, Employee may waive Employee's right to annual leave (both retroactively and/or

prospectively) in lieu of making the payments that would otherwise be required under this Section.

- E. **No Overtime.** Employee qualifies and is designated as exempt under the Fair Labor Standards Act and is not entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- F. **Relocation Incentive.** If indicated in Section 1 of the Agreement, Employee shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if you do not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.
- G. **Retirement Plan.** Employee is entitled to participate in the retirement programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Employee acknowledges and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from Employee's compensation except as to the Base Salary and any earned Post-Season Incentive Compensation, and Employee shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. Employee further acknowledges that other sums paid shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
- H. **Sick Leave.** Employee shall accrue and use sick leave in accordance with LSU policy.

10. Additional Revenue.

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), Employee may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that Employee shall obtain prior written approval from the President before engaging in any commercial or private venture (other than a passive investment), including the use of Employee's name by any commercial, public or private entity. As required by NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, Employee shall report annually to the President and the Athletics Director, in writing, all athletically-related income or benefits received by Employee from sources outside LSU, and shall provide LSU reasonable access to all records necessary to verify this report. LSU does not guarantee any amount of Additional Revenue.

- B. Employee shall not, without written approval of the President and the Athletics Director and compliance with PM-11, arrange for or agree to the receipt of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Except for routine news media interviews or educational or development programs for which no compensation is received, Employee shall not appear on or in any radio, television, or internet programs or other electronic media other than those produced or sponsored by LSU without the prior written approval of the Athletics Director or the Athletics Director's designee.
- D. Employee shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletics Director, which will not be unreasonably withheld.

11. Termination and Suspension.

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

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

- d. Unreasonable refusal or repeated failure to perform any duties imposed upon Employee herein (including but not limited to those duties specified in this Agreement), or failing to perform the same to the best of Employee's reasonable ability;
- e. Failing to cooperate in the investigation, infractions process, adjudication or enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person under Employee's supervision to fail to reasonably cooperate in such investigation and enforcement;
- f. Subject to any right of administrative appeal permitted or granted to Employee by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by Employee of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of Employee which were permitted, encouraged, or condoned by Employee, or about which violations Employee knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of any previously undisclosed violations during Employee's prior employment at another institution);
- g. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which Employee has knowledge;
- h. Failure by Employee to engage in, and use best efforts to ensure that personnel under Employee's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including but not limited to failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
- i. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or

- j. Prolonged absence from LSU without permission, which will not be unreasonably withheld;
- k. Failure to respond fully and truthfully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person under Employee's supervision to fail to so respond;
- l. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by Employee to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including but not limited to transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- m. Being charged with or convicted of either: (i) any felony, or (ii) any crime involving larceny, embezzlement, fraud, gambling, drugs, or alcohol;
- n. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, an online or in-person sportsbook, or any other method of gambling; or knowingly permitting any student athlete or other individual under Employee's control, authority, or supervision to participate in such activity;
- o. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom Employee knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under Employee's control, authority, or supervision to furnish such information or data;
- p. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or substances to such degree and for such

appreciable period as to substantially impair Employee's ability to perform the duties herein;

- q. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by Employee is prohibited by law or Governing Athletics Regulations, excepting the use or possession of substances or drugs lawfully prescribed by a health care provider, and used in accordance therewith;
- r. Encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under Employee's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Regulations; or
- s. Violating any material term of this Agreement.

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

- a. Prior to termination for cause, LSU shall provide Employee written notice of termination with a designated effective date of termination. The notice of termination shall be provided at least seven calendar days before the effective date of termination and shall be signed by the Athletics Director or the Athletics Director's designee. The notice of termination shall reference the facts upon which termination is authorized.
- b. Prior to the effective date of termination in the notice, Employee shall have the right to present a written statement and any supporting materials to the Athletics Director detailing why the Employee believes LSU should rescind its notice of termination. The Athletics Director or the Athletics Director's designee may extend the effective date of termination in writing to allow additional time to consider Employee's response.
- c. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide Employee written notice of a decision. If confirmed, termination of employment shall be effective on the date of termination previously identified.
- d. Within seven calendar days of receipt of the decision of the Athletics Director, Employee may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final.

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

B. Termination by LSU Without Cause.

1. LSU shall have the right to terminate this Agreement without cause upon written notice to Employee.
2. In the event of termination by LSU without cause, all of Employee's compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to Employee for any sums or damages other than the liquidated damages provided for herein and as well as Post-Season Incentive Compensation (if any) that has

been earned but not paid. The termination date shall be the date designated by LSU in the notice of termination.

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

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

6. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause Employee to lose compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are not easy to determine with

certainty. Accordingly, the parties have bargained for this liquidated damages provision. The parties further agree that the liquidated damages herein are not in any way a penalty.

C. Termination by Employee Without Cause.

1. Employee shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event Employee terminates this Agreement without cause, Employee will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. Employee shall have the option to pay such amount in a lump sum or in equal monthly installments over a period equal to the amount of time then remaining in the Agreement.
2. If Employee terminates employment at any time before the End Date, Employee will pay to LSU as liquidated damages an amount as follows:
 - a. Fifty percent of all remaining Base Salary which would have been payable to Employee for the remaining Term if Employee accepts employment with another SEC golf program; or
 - b. Twenty-five percent of all remaining Base Salary which would have been payable to Employee for the remaining Term if Employee accepts employment in any other golf program other than as described above or terminates employment for any other reason.
3. In the event of termination by Employee under this Section, all of Employee's compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU and Employee, shall be the earlier of: (a) the date on which Employee provides notice of termination to LSU; (b) the date on which Employee accepts employment from another employer; or (c) the date on which Employee performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to Employee for any amounts other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate Employee to repay unearned compensation and fees previously or inadvertently paid by LSU under the premise that Employee would fulfill the Term of this Agreement.
4. This is an agreement for personal services. The parties recognize that termination of this Agreement by Employee prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement for the Program, in addition to potentially increased compensation costs and loss of goodwill or sales, which damages are impossible to determine with any certainty.

Accordingly, the parties have bargained for this liquidated damages provision. The parties further agree that the liquidated damages herein are not in any way a penalty.

D. Suspension or Other Disciplinary Action.

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

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

F. Exclusivity of Remedy. The financial consequences of termination of this Agreement or suspension are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither Employee

nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives, for consequential damages by reason of any alleged economic loss, including but not limited to loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of benefits, loss of fees from speaking, camps or other outside activity, damages allegedly sustained because of alleged humiliation or defamation, or any other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or Employee of information or documents required by law. Employee acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, Employee shall have no right to occupy the Position and that Employee's sole remedies are provided herein and shall not extend to injunctive relief. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION LIMITING LIABILITY AND EXCLUDING CONSEQUENTIAL DAMAGES AND OTHER REMEDIES IS AN ESSENTIAL AND MATERIAL INDUCEMENT FOR THE UNIVERSITY TO ENTER INTO THIS AGREEMENT. ACCORDINGLY, SUCH PROVISIONS SHALL BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISIONS AND SHALL BE ENFORCED AS SUCH, REGARDLESS OF ANY BREACH OR OTHER OCCURRENCE HEREUNDER.

- G. **Interference with Athletics.** During any period where Employee receives post-termination liquidated damages, compensation or benefits, Employee agrees that Employee will not interfere with LSU student-athletes or otherwise obstruct the ability of LSU or the Athletics Department to transact business. If Employee violates this provision, LSU shall be entitled to discontinue any post-termination liquidated damages, compensation or benefits and may seek to recover any payments that have been disbursed.
12. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to Employee. Notice of termination under this Section shall be in writing and shall establish a date of termination 12 months from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.
13. **University Property.** All property that is provided to, or developed or acquired by, Employee as part of or in conjunction with Employee's employment by LSU, regardless of the format or manner in which the property may be retained or stored, shall remain the sole property of LSU. This shall include, without limitation, all documents, files, personnel records, recruiting records, team information, athletic equipment, films, statistics, keys, credit cards, computers, software programs, and electronic devices that Employee may have access to or come into possession of during employment. Excluded from this

provision are Employee's personal notes, personal playbooks, memorabilia, diaries and other personal records, which the Employee may retain. Employee is required to return to LSU all LSU property in Employee's possession within seven calendar days of termination or separation of employment. Employee shall also return any courtesy vehicle provided under this Agreement within seven calendar days of termination or separation of employment. Employee agrees that LSU may withhold any liquidated damage payments or other compensation due Employee pending return of property under this Section.

14. **Duty of Loyalty.** Unless notice of termination under this Section has been given by either party, neither Employee nor Employee's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for Employee with any other institution of higher education, professional athletic team, or another athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletics Director.
15. **Duty to Cooperate.** Both during and after the end of employment with LSU, Employee agrees, without additional compensation (other than reimbursement for reasonable associated expenses post-employment), to cooperate with LSU in any investigation, internal or otherwise, of any possible violation of law (including Title IX) or violation of any rule, policy or regulation of LSU (including PM-73), the SEC or the NCAA. Employee agrees (a) to be reasonably available to answer questions regarding any matter with which Employee was involved while employed by LSU, and (b) to cooperate with LSU during the course of any proceedings arising out of any matter with which Employee has knowledge or information.
16. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
17. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the matters contemplated hereby and shall, upon the Effective Date, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
18. **Indirect Actions Prohibited.** Any act which Employee is prohibited from doing directly in this Agreement shall not be done indirectly by Employee or another person on Employee's behalf or at Employee's behest.
19. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by Employee, such approval and acceptance to be acknowledged in writing.

20. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
21. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
22. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
23. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
24. **Additional Conditions of Employment.**
- A. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, Employee hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, Employee shall provide proof to LSU that Employee has been issued a Louisiana driver’s license and that all vehicles registered in Employee’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
- B. **Background Checks and Disclosures.** Prior to commencing employment, Employee shall be required to submit to background checks as deemed appropriate by the University. Employee’s employment is contingent upon a satisfactory background check in accordance with University policy. In addition, prior to signing this Agreement, Employee must disclose to the University any and all criminal, civil or administrative matters from the prior five years, including those currently pending but excluding non-felony traffic infractions. Failure to disclose all such matters to the University will serve as a basis to terminate employment for cause.
- C. **Approvals.** This Agreement is subject to any approvals that must be obtained in accordance with law or University policy. No provision of this Agreement shall be enforceable until signed by all parties and, if required by policy, approved by the Board of Supervisors.



Board of Supervisors

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

Date: June 28, 2024

1. Bylaw Citation

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

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

* * * *

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

2. Summary of Matter

This resolution seeks approval of a new employment agreement Jay Clark, Head Coach of the LSU Women’s Gymnastics Team. The new employment agreement will replace the existing employment agreement, which expires on June 30, 2027. The key terms of the agreement are summarized below:

Name	Title	Proposed Start Date	Proposed End Date	Proposed Total Certain Compensation ^a
Jay Clark	Head Women’s Gymnastics Coach	5/1/2024	6/30/2031	\$410,000

Notes:

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

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

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

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Office of General Counsel has reviewed the Employment Agreement.

7. Parties of Interest

LSU and the above-named personnel.

8. Related Transactions

None.

9. Conflicts of Interest

None known.

10. Attachment

Employment Agreement: Jay Clark.

RESOLUTION

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

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 28th day of June, 2024, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate IV, its duly authorized President, and Jeffery J. Clark (“Employee”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:

- A. “Athletics Director”: The Director of Athletics at LSU.
- B. “Base Salary”: The annualized sum of \$400,000.
- C. “Contract Year”: An annual period from January 1 to December 31 during the Term.
- D. “End Date”: June 30, 2031.
- E. “Position”: Head Coach for the Team.
- F. “President”: The President of LSU.
- G. “Program”: The intercollegiate gymnastics program at LSU.
- H. “Start Date”: May 1, 2024.
- I. “Supplemental Compensation”: The annualized sum for the following amounts:

Start Date through June 30, 2025:	\$ 10,000
July 1, 2025 through June 30, 2026:	\$ 20,000
July 1, 2026 through June 30, 2027:	\$ 30,000
July 1, 2027 through June 30, 2028:	\$ 40,000
July 1, 2028 through June 30, 2029:	\$ 50,000
July 1, 2029 through June 30, 2030:	\$ 60,000
July 1, 2030 through June 30, 2031:	\$ 70,000
- J. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Term.** This Agreement shall be for a definite term (“Term”), commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 or 12 of this Agreement. On the Start Date, the existing Employment Agreement between Employee and LSU, dated September 16, 2020, and previously amended December 1, 2020, and June 15, 2023, shall terminate and shall be replaced with this Agreement.

3. **Employment.** LSU does hereby employ Employee in the Position for the Term. Employee will report directly to the Athletics Director or the Athletics Director’s designee. It is the

intention of the parties that Employee will serve in the Position for the entirety of the Term. Employee acknowledges and agrees that Employee is not eligible for and will not be considered for or granted tenure by LSU.

4. **Duties and Responsibilities.** Employee's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletics Director:

- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
- B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association ("NCAA") play, or that of any similar or successor organization;
- C. Hiring and firing (subject to appropriate budget approvals, such approvals not to be unreasonably withheld or delayed) and managing the assistant coaches and other athletic staff necessary and appropriate to assist Employee in meeting the responsibilities herein;
- D. Performing all duties reasonably assigned to Employee by the Athletics Director so long as such duties are consistent with those duties typically assigned to head coaches at colleges or universities at the same competitive level as LSU;
- E. Promoting and monitoring the success of the Team and its student-athletes both athletically and academically;
- F. Directing the Team, including management of staff, budget, and other resources;
- G. Understanding and agreeing that Employee and Employee's staff, with the reasonable assistance of LSU, are bound by and must be reasonably knowledgeable of and comply with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference ("SEC") and/or LSU (hereinafter collectively referred to as "Governing Athletics Regulations");
- H. Promoting an atmosphere of compliance within the Program;
- I. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletics Director and the Director of Compliance;
- J. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including, but not limited to, Permanent Memorandum 73 ("PM-73") and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which Employee has knowledge or receives notice

to LSU's Title IX Coordinator and other appropriate designee as required by PM-73.

- K. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including but not limited to Permanent Memorandum 55;
- L. Cooperating fully, truthfully and without undue delay in any investigation, infractions process or adjudication of any matter under Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time;
- M. Cooperating fully, truthfully and without undue delay in any LSU internal investigation or inquiry;
- N. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- O. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student-athletes, and recruiting can be conducted consistent with LSU's mission;
- P. Cultivating and maintaining reasonable interaction with the Board of Supervisors, affiliated foundations, athletic conferences, institutional alumni, the media, the public, students, faculty, staff and other members of the LSU community, in accordance with the policies and instructions of the Athletics Director;
- Q. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
- R. Using reasonable efforts, through due care and supervision, to ensure that all student-athletes and other individuals under or subject to Employee's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Athletics Department, the Program and LSU;
- S. Using reasonable efforts to promote the goal of LSU that every student-athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student-athletes and the faculty and administrators of LSU in connection with the academic pursuits of student-athletes;
- T. Understanding and complying with NCAA Bylaw 11.1.1.1, which provides: "An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or

her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach;” and

U. Performing all other reasonable duties customarily performed by head coaches of similar programs at colleges or universities at the same competitive level as LSU.

5. **Sports Camps.** Subject to Governing Athletics Regulations and Athletics Department guidelines, rules and regulations, Employee may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any additional compensation from operation of sports camps or clinics.

6. **Compensation.**

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

B. **Retention.** If Employee maintains uninterrupted employment through June 30, 2025, Employee shall be entitled to one-time Supplemental Compensation under this Section in the amount of \$100,000. This Supplemental Compensation is for additional stability and value brought to the Team and Program and is payable within 60 days of achievement.

7. **Media Participation, License to NIL, and Supplemental Compensation.**

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

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

8. **Incentive Compensation.** Employee shall be entitled to Incentive Compensation as follows. Incentive Compensation shall be paid within 60 days of achieving the applicable goal and may be payable, in whole or in part, from affiliated foundation funds.

A. **Post-Season Incentive Compensation.** Post-Season Incentive Compensation is additional compensation for the extra services required of Employee in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. If Employee does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination of employment, Employee shall not be entitled to Post-Season Incentive Compensation. The maximum amount of Post-Season Incentive Compensation payable in a Contract Year shall be \$130,000.

1. Post-Season SEC Incentive Compensation Goals (maximum of \$40,000 per year):

- a. SEC Meet Champion \$ 25,000 OR
- b. SEC Season Champion \$ 25,000 OR
- c. Both SEC Meet Champion AND SEC Season Champion \$ 40,000

2. Post-Season NCAA Incentive Compensation Goals (maximum of \$90,000 per year):

- a. Appearance in NCAA Tournament \$ 5,000 OR
- b. NCAA Final 16 \$ 10,000 OR
- c. NCAA Final 8 \$ 25,000 OR
- d. NCAA Final 4 \$ 50,000

AND

- e. NCAA National Champion \$ 40,000

B. **Coaching Recognition Incentive Compensation.** Employee may earn Coaching Recognition Incentive Compensation for receiving the following recognition. Coaching Recognition Incentive Compensation, if payable, shall be considered earned as of the first date any of the listed honors is named and shall be paid within 60 days of that date. The maximum amount of Coaching Recognition Incentive Compensation payable in a contract year shall be \$40,000.

- 1. SEC Coach of the Year \$15,000 AND
- 2. National Coach of the Year \$25,000

C. **Academic Incentive Compensation.** In the event the single-year Academic Performance Rate (“APR”) for the Program exceeds a score of 940, LSU agrees to pay Employee Academic Incentive Compensation in the amount of \$5,000 for that Contract Year. Academic Incentive Compensation, if payable, shall be considered earned on the date on which the APR for LSU is released and shall be paid within 60 days of such date. To be eligible for such Academic Incentive Compensation, Employee must be employed by LSU as of the date on which the incentive is earned.

9. **Fringe Benefits and Leave.** Unless otherwise specified herein, Employee is entitled to participate in the fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Employee shall also be entitled to the following benefits:

A. **Apparel.** As part of any third-party apparel and/or equipment-related contract with LSU, Employee acknowledges and agrees that the Team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by Employee in furtherance of Employee’s employment duties and team-related activities as applicable to Employee’s employment with LSU.

B. **Car Allowance.** Employee shall receive an automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$999 per month, or (2) to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.

C. **Club Membership.** Membership in a country club, such as the University Club of Baton Rouge, provided that (i) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy may be reimbursed from affiliated foundation funds; and (ii) Employee shall be responsible for payment of all non-business charges and expenses.

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

1. Employee’s compensation has been mutually negotiated with this understanding, and both Employee and LSU agree that the compensation would be less if Employee were entitled to earn annual leave.

2. If any administrative tribunal, statewide elected official, state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires Employee to earn annual leave, and such rule or

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

- E. **No Overtime.** Employee qualifies and is designated as exempt under the Fair Labor Standards Act and is not entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- F. **Relocation Incentive.** If indicated in Section 1 of the Agreement, Employee shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if you do not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.
- G. **Retirement Plan.** Employee is entitled to participate in the retirement programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Employee understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from Employee's compensation except as to the Base Salary and any earned Post-Season Incentive Compensation, and Employee shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. Employee further acknowledges that other sums paid shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
- H. **Sick Leave.** Employee shall accrue and use sick leave in accordance with LSU policy.

10. Additional Revenue.

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

11. Termination and Suspension.

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU at any time prior to its expiration, upon written notice to Employee.
 - 1. For purposes of this Section, “cause” for termination shall be defined as:
 - a. If, as determined by LSU and without the need for any adjudication by any other entity, Employee commits any material and substantial violation (or repeated lesser violations) of Governing Athletics Regulations, fails promptly to report any such violation by another person to the Director of Compliance, or commits a material and substantial violation of any LSU policies, rules, or procedures;
 - b. If, as determined by LSU and without the need for any adjudication by any other entity, there is any material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or

continues to occur after Employee knew or had constructive knowledge that it was about to occur or was occurring, or (ii) Employee failed to follow reasonable policies and procedures established in writing by the Athletics Department to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;

- c. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings Employee into substantial public disrepute sufficient, at the reasonable discretion of LSU, to materially impair Employee's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Employee as a visible representative of LSU, including but not limited to acts of dishonesty, misrepresentation, fraud or violence that may or may not rise to the level of warranting criminal prosecution by the relevant authorities;
- d. Unreasonable refusal or repeated failure to perform any duties imposed upon Employee herein (including but not limited to those duties specified in this Agreement), or failing to perform the same to the best of Employee's reasonable ability;
- e. Failing to cooperate in the investigation, infractions process, adjudication or enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person under Employee's supervision to fail to reasonably cooperate in such investigation and enforcement;
- f. Subject to any right of administrative appeal permitted or granted to Employee by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by Employee of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of Employee which were permitted, encouraged, or condoned by Employee, or about which violations Employee knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of any previously undisclosed violations during Employee's prior employment at another institution);
- g. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which Employee has knowledge;

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

Employee's control, authority, or supervision to participate in such activity;

- o. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom Employee knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under Employee's control, authority, or supervision to furnish such information or data;
- p. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or substances to such degree and for such appreciable period as to substantially impair Employee's ability to perform the duties herein;
- q. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by Employee is prohibited by law or Governing Athletics Regulations, excepting the use or possession of substances or drugs lawfully prescribed by a health care provider, and used in accordance therewith;
- r. Encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under Employee's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Regulations; or
- s. Violating any material term of this Agreement.

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

- a. Prior to termination for cause, LSU shall provide Employee written notice of termination with a designated effective date of termination. The notice of termination shall be provided at least seven calendar days before the effective date of termination and shall be signed by the Athletics Director or the Athletics Director's designee. The notice of termination shall reference the facts upon which termination is authorized.
- b. Prior to the effective date of termination in the notice, Employee shall have the right to present a written statement and any supporting materials to the Athletics Director detailing why the Employee believes LSU should rescind its notice of termination. The Athletics Director or the Athletics Director's designee may extend the

effective date of termination in writing to allow additional time to consider Employee's response.

- c. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide Employee written notice of a decision. If confirmed, termination of employment shall be effective on the date of termination previously identified.
 - d. Within seven calendar days of receipt of the decision of the Athletics Director, Employee may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final.
 - e. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided by the Employee and materials considered by the Athletics Director. The request for review by the President shall not suspend the effective date of the termination.
 - f. Within 14 calendar days of the submission, Employee will be provided written notice of the decision of the President, which shall be final.
3. Should the Employee be reinstated following a request for review, Employee shall be paid any lost compensation and benefits, retroactive to the date such compensation and benefits ceased.
 4. In the event of termination for cause, all of Employee's compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to Employee for any sums or damages other than compensation earned through the last day of such month, as well as any Post-Season Incentive Compensation that has been earned but not paid. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
 5. As required by NCAA Bylaw 11.2.1, Employee is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, Employee is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if Employee is found by the NCAA or LSU to be in violation of NCAA Bylaws. Employee agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. Employee further understands that Employee has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for

any violations alleged to have occurred during Employee's employment by LSU.

B. Termination by LSU Without Cause.

1. LSU shall have the right to terminate this Agreement without cause upon written notice to Employee.
2. In the event of termination by LSU without cause, all of Employee's compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to Employee for any sums or damages other than the liquidated damages provided for herein and as well as Post-Season Incentive Compensation (if any) that has been earned but not paid. The termination date shall be the date designated by LSU in the notice of termination.
3. If LSU terminates employment during the Term without cause, LSU will pay Employee liquidated damages in the amount of 90 percent of the Base Salary and Supplemental Compensation which would have been payable to Employee through the remaining Term of the Agreement.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period equal to the amount of time then remaining in the Term. LSU's obligation to pay liquidated damages under this Section shall terminate upon the death of Employee.
5. In the event of termination by LSU without cause, Employee shall have the duty to mitigate and use best efforts to obtain similar athletics-related employment in another position with compensation at fair market value. Employee shall exercise due diligence and good faith in seeking qualifying employment so long as the liquidated damage obligation exists. In the event Employee obtains such other employment, Employee must notify LSU and provide documentation reasonably requested by LSU to determine the amount of compensation received by Employee and the amount of offset due to LSU. Mitigation shall be calculated as follows:
 - a. If new employment is via contract, LSU shall reduce future payments by the greater of (i) the average annual compensation of Employee's new employment agreement (regardless of term) or (ii) the specific annual compensation due for given year corresponding to this Agreement.
 - b. If new employment is not via contract (i.e., at-will), LSU will reduce future payments by the specific annual compensation due for given year corresponding to this Agreement.

Employee shall not attempt to allow third parties to take advantage of this Section as a means of avoiding paying the market value of Employee's

services. In the event Employee breaches these obligations, LSU will have the right to (i) be completely relieved of any obligation to make any remaining payments owed to Employee (following notice to Employee and a reasonable opportunity for Employee's new employer to cure any deficiency) or (ii) adjust payments to reflect the market value for Employee's employment or services.

6. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause Employee to lose compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are not easy to determine with certainty. Accordingly, the parties have bargained for this liquidated damages provision. The parties further agree that the liquidated damages herein are not in any way a penalty.

C. Termination by Employee Without Cause.

1. Employee shall have the right to terminate this Agreement without cause upon 30 days written notice to LSU. If Employee terminates employment at any time before the End Date, Employee will pay to LSU as liquidated damages 25 percent of the Base Salary and Supplemental Compensation which would have been payable to Employee through the remaining Term of the Agreement. Employee shall have the option to pay such amount in a lump sum or in equal monthly installments over a period equal to the amount of time then remaining in the Agreement.
2. In the event of termination by Employee without cause, all of Employee's compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU and Employee, shall be the earlier of: (a) the date on which Employee provides notice of termination to LSU; (b) the date on which Employee accepts employment from another employer; or (c) the date on which Employee performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to Employee for any amounts other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate Employee to repay unearned compensation and fees previously or inadvertently paid by LSU under the premise that Employee would fulfill the Term of this Agreement.
3. This is an agreement for personal services. The parties recognize that termination of this Agreement by Employee prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement for the Program, in addition to potentially increased compensation costs and loss of goodwill or sales, which damages are impossible to determine with any certainty.

Accordingly, the parties have bargained for this liquidated damages provision. The parties further agree that the liquidated damages herein are not in any way a penalty.

D. Suspension or Other Disciplinary Action.

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

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

F. Exclusivity of Remedy. The financial consequences of termination of this Agreement or suspension are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither Employee

nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives, for consequential damages by reason of any alleged economic loss, including but not limited to loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of benefits, loss of fees from speaking, camps or other outside activity, damages allegedly sustained because of alleged humiliation or defamation, or any other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or Employee of information or documents required by law. Employee acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, Employee shall have no right to occupy the Position and that Employee's sole remedies are provided herein and shall not extend to injunctive relief. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION LIMITING LIABILITY AND EXCLUDING CONSEQUENTIAL DAMAGES AND OTHER REMEDIES IS AN ESSENTIAL AND MATERIAL INDUCEMENT FOR THE UNIVERSITY TO ENTER INTO THIS AGREEMENT. ACCORDINGLY, SUCH PROVISIONS SHALL BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISIONS AND SHALL BE ENFORCED AS SUCH, REGARDLESS OF ANY BREACH OR OTHER OCCURRENCE HEREUNDER.

- G. **Interference with Athletics.** During any period where Employee receives post-termination liquidated damages, compensation or benefits, Employee agrees that Employee will not interfere with LSU student-athletes or otherwise obstruct the ability of LSU or the Athletics Department to transact business. If Employee violates this provision, LSU shall be entitled to discontinue any post-termination liquidated damages, compensation or benefits and may seek to recover any payments that have been disbursed.
12. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to Employee. Notice of termination under this Section shall be in writing and shall establish a date of termination 12 months from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.
13. **University Property.** All property that is provided to, or developed or acquired by, Employee as part of or in conjunction with Employee's employment by LSU, regardless of the format or manner in which the property may be retained or stored, shall remain the sole property of LSU. This shall include, without limitation, all documents, files, personnel records, recruiting records, team information, athletic equipment, films, statistics, keys, credit cards, computers, software programs, and electronic devices that Employee may have access to or come into possession of during employment. Excluded from this

provision are Employee's personal notes, personal playbooks, memorabilia, diaries and other personal records, which the Employee may retain. Employee is required to return to LSU all LSU property in Employee's possession within seven calendar days of termination or separation of employment. Employee shall also return any courtesy vehicle provided under this Agreement within seven calendar days of termination or separation of employment. Employee agrees that LSU may withhold any liquidated damage payments or other compensation due Employee pending return of property under this Section.

14. **Duty of Loyalty.** Unless notice of termination under this Section has been given by either party, neither Employee nor Employee's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for Employee with any other institution of higher education, professional athletic team, or another athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletics Director.
15. **Duty to Cooperate.** Both during and after the end of employment with LSU, Employee agrees, without additional compensation (other than reimbursement for reasonable associated expenses post-employment), to cooperate with LSU in any investigation, internal or otherwise, of any possible violation of law (including Title IX) or violation of any rule, policy or regulation of LSU (including PM-73), the SEC or the NCAA. Employee agrees (a) to be reasonably available to answer questions regarding any matter with which Employee was involved while employed by LSU, and (b) to cooperate with LSU during the course of any proceedings arising out of any matter with which Employee has knowledge or information.
16. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
17. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the matters contemplated hereby and shall, upon the Effective Date, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
18. **Indirect Actions Prohibited.** Any act which Employee is prohibited from doing directly in this Agreement shall not be done indirectly by Employee or another person on Employee's behalf or at Employee's behest.
19. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by Employee, such approval and acceptance to be acknowledged in writing.

20. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
21. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
22. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
23. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
24. **Additional Conditions of Employment.**
- A. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, Employee hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, Employee shall provide proof to LSU that Employee has been issued a Louisiana driver’s license and that all vehicles registered in Employee’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
- B. **Background Checks and Disclosures.** Prior to commencing employment, Employee shall be required to submit to background checks as deemed appropriate by the University. Employee’s employment is contingent upon a satisfactory background check in accordance with University policy. In addition, prior to signing this Agreement, Employee must disclose to the University any and all criminal, civil or administrative matters from the prior five years, including those currently pending but excluding non-felony traffic infractions. Failure to disclose all such matters to the University will serve as a basis to terminate employment for cause.
- C. **Approvals.** This Agreement is subject to any approvals that must be obtained in accordance with law or University policy. No provision of this Agreement shall be enforceable until signed by all parties and, if required by policy, approved by the Board of Supervisors.



Board of Supervisors

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

Date: June 28, 2024

1. Bylaw Citation

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

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

* * * *

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

2. Summary of Matter

This resolution seeks approval of a new employment agreement Beth Torina, Head Coach of the LSU Women’s Softball Team. The new employment agreement will replace the existing employment agreement, which expires on August 31, 2026. The key terms of the agreement are summarized below:

Name	Title	Proposed Start Date	Proposed End Date	Proposed Total Certain Compensation ^a
Beth Torina	Head Women’s Softball Coach	7/1/2024	6/30/2028	\$430,000

Notes:

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

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

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

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Office of General Counsel has reviewed the Employment Agreement.

7. Parties of Interest

LSU and the above-named personnel.

8. Related Transactions

None.

9. Conflicts of Interest

None known.

10. Attachment

Employment Agreement: Beth Torina

RESOLUTION

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

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 28th day of June, 2024, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate IV, its duly authorized President, and Elizabeth Torina (“Employee”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:

- A. “Athletics Director”: The Director of Athletics at LSU.
- B. “Base Salary”: The annualized sum of \$400,000.
- C. “Contract Year”: An annual period from January 1 to December 31 during the Term.
- D. “End Date”: August 31, 2028.
- E. “Position”: Head Coach for the Team.
- F. “President”: The President of LSU.
- G. “Program”: The intercollegiate softball program at LSU.
- H. “Start Date”: July 1, 2024.
- I. “Supplemental Compensation”: The annualized sum of the following amounts:

Start Date to August 31, 2024	\$30,000
September 1, 2024 through August 31, 2028	\$55,000
- J. “Team”: The intercollegiate athletic team which is a part of the Program.

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

3. **Employment.** LSU does hereby employ Employee in the Position for the Term. Employee will report directly to the Athletics Director or the Athletics Director’s designee. It is the intention of the parties that Employee will serve in the Position for the entirety of the Term. Employee acknowledges and agrees that Employee is not eligible for and will not be considered for or granted tenure by LSU.

4. **Duties and Responsibilities.** Employee’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletics Director:
- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
 - B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (“NCAA”) play, or that of any similar or successor organization;
 - C. Hiring and firing (subject to appropriate budget approvals, such approvals not to be unreasonably withheld or delayed) and managing the assistant coaches and other athletic staff necessary and appropriate to assist Employee in meeting the responsibilities herein;
 - D. Performing all duties reasonably assigned to Employee by the Athletics Director so long as such duties are consistent with those duties typically assigned to head coaches at colleges or universities at the same competitive level as LSU;
 - E. Promoting and monitoring the success of the Team and its student-athletes both athletically and academically;
 - F. Directing the Team, including management of staff, budget, and other resources;
 - G. Understanding and agreeing that Employee and Employee’s staff, with the reasonable assistance of LSU, are bound by and must be reasonably knowledgeable of and comply with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (“SEC”) and/or LSU (hereinafter collectively referred to as “Governing Athletics Regulations”);
 - H. Promoting an atmosphere of compliance within the Program;
 - I. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletics Director and the Director of Compliance;
 - J. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including, but not limited to, Permanent Memorandum 73 (“PM-73”) and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which Employee has knowledge or receives notice to LSU’s Title IX Coordinator and other appropriate designee as required by PM-73.

- K. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including but not limited to Permanent Memorandum 55;
- L. Cooperating fully, truthfully and without undue delay in any investigation, infractions process or adjudication of any matter under Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time;
- M. Cooperating fully, truthfully and without undue delay in any LSU internal investigation or inquiry;
- N. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- O. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student-athletes, and recruiting can be conducted consistent with LSU's mission;
- P. Cultivating and maintaining reasonable interaction with the Board of Supervisors, affiliated foundations, athletic conferences, institutional alumni, the media, the public, students, faculty, staff and other members of the LSU community, in accordance with the policies and instructions of the Athletics Director;
- Q. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
- R. Using reasonable efforts, through due care and supervision, to ensure that all student-athletes and other individuals under or subject to Employee's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Athletics Department, the Program and LSU;
- S. Using reasonable efforts to promote the goal of LSU that every student-athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student-athletes and the faculty and administrators of LSU in connection with the academic pursuits of student-athletes;
- T. Understanding and complying with NCAA Bylaw 11.1.1.1, which provides: "An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach;" and

U. Performing all other reasonable duties customarily performed by head coaches of similar programs at colleges or universities at the same competitive level as LSU.

5. **Sports Camps.** Subject to Governing Athletics Regulations and Athletics Department guidelines, rules and regulations, Employee may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any additional compensation from operation of sports camps or clinics.

6. **Compensation.**

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

B. **Retention.** If Employee maintains uninterrupted employment through the dates identified below, Employee shall be entitled to one-time Supplemental Compensation under this Section. This Supplemental Compensation is for additional stability and value brought to the Team and Program and is payable within 60 days of achievement.

June 1, 2025	\$50,000
June 1, 2026	\$50,000
June 1, 2027	\$50,000
June 1, 2028	\$50,000

7. **Media Participation, License to NIL, and Supplemental Compensation.**

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

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

C. **Ownership of Programming.** LSU shall exclusively own all rights to any television, radio, and internet programs and shall be entitled, at its option, to

produce and market the programs or negotiate with third parties for the production and marketing of the programs. LSU shall retain all revenue generated by the programs including but not limited to that received from program sponsors for commercial endorsements used during the programs. "Program sponsors" shall include, but not be limited to, those persons or companies who make financial contributions supporting, or who pay a fee for, commercial announcements and endorsements used on the programs.

8. Incentive Compensation. Employee shall be entitled to Incentive Compensation as follows. Incentive Compensation shall be paid within 60 days of achieving the applicable goal and may be payable, in whole or in part, from affiliated foundation funds.

A. Post-Season Incentive Compensation. Post-Season Incentive Compensation is additional compensation for the extra services required of Employee in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. If Employee does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination of employment, Employee shall not be entitled to Post-Season Incentive Compensation. The maximum amount of Post-Season Incentive Compensation payable in a Contract Year shall be \$315,000.

1. Post-Season SEC Incentive Compensation Goals (maximum of \$50,000 per year):

- a. SEC Regular Season Champion \$ 25,000 AND
- b. SEC Tournament Champion \$ 25,000 AND

2. Post-Season NCAA Incentive Compensation Goals (maximum of \$265,000 per year):

- a. Appearance in NCAA Tournament \$ 25,000 AND
- b. Super Regional Host \$ 40,000 AND
(reduced by \$15,000 if on the road)
- c. Appearance in College World Series \$ 50,000 AND
- d. Appearance in College World Series \$ 50,000 AND
Championship Series
- e. NCAA National Champion \$ 100,000

B. Coaching Recognition Incentive Compensation. Employee may earn Coaching Recognition Incentive Compensation for receiving the following recognition. Coaching Recognition Incentive Compensation, if payable, shall be considered earned as of the first date any of the listed honors is named and shall be paid within

60 days of that date. The maximum amount of Coaching Recognition Incentive Compensation payable in a contract year shall be \$60,000.

1. SEC Coach of the Year \$20,000 AND
2. National Coach of the Year \$40,000

C. **Academic Incentive Compensation.** In the event the single-year Academic Performance Rate (“APR”) for the Program exceeds a score of 940, LSU agrees to pay Employee Academic Incentive Compensation in the amount of \$15,000 for that Contract Year. Academic Incentive Compensation, if payable, shall be considered earned on the date on which the APR for LSU is released and shall be paid within 60 days of such date. To be eligible for such Academic Incentive Compensation, Employee must be employed by LSU as of the date on which the incentive is earned.

9. **Fringe Benefits and Leave.** Unless otherwise specified herein, Employee is entitled to participate in the fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Employee shall also be entitled to the following benefits:

A. **Apparel.** As part of any third-party apparel and/or equipment-related contract with LSU, Employee acknowledges and agrees that the Team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by Employee in furtherance of Employee’s employment duties and team-related activities as applicable to Employee’s employment with LSU.

B. **Car Allowance.** Employee shall receive an automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$999 per month, or (2) to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.

C. **Club Membership.** Membership in a country club, such as the University Club of Baton Rouge, provided that (i) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy may be reimbursed from affiliated foundation funds; and (ii) Employee shall be responsible for payment of all non-business charges and expenses.

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

1. Employee's compensation has been mutually negotiated with this understanding, and both Employee and LSU agree that the compensation would be less if Employee were entitled to earn annual leave.
 2. If any administrative tribunal, statewide elected official, state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires Employee to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines that it must comply with the opinion or ruling, then Employee's Base Salary shall be reduced by the dollar value of the annual leave for which Employee is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which Employee's earning of annual leave is calculated to begin, and Employee shall repay to LSU the amount of the reduction. Employee shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by Employee and LSU) from the date on which the Employee is given notice that Employee will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, Employee may waive Employee's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
- E. **No Overtime.** Employee qualifies and is designated as exempt under the Fair Labor Standards Act and is not entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- F. **Relocation Incentive.** If indicated in Section 1 of the Agreement, Employee shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if you do not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.
- G. **Retirement Plan.** Employee is entitled to participate in the retirement programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Employee understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from Employee's compensation except as to the Base Salary and any earned Post-Season Incentive Compensation, and Employee shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. Employee further acknowledges that other sums paid shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law and shall not be included as compensation for the purpose of

computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.

- H. **Sick Leave.** Employee shall accrue and use sick leave in accordance with LSU policy.

10. Additional Revenue.

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

11. Termination and Suspension.

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU at any time prior to its expiration, upon written notice to Employee.
 - 1. For purposes of this Section, “cause” for termination shall be defined as:
 - a. If, as determined by LSU and without the need for any adjudication by any other entity, Employee commits any material and substantial violation (or repeated lesser violations) of Governing Athletics Regulations, fails promptly to report any such violation by another

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

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

that this subsection includes findings or determinations of any previously undisclosed violations during Employee's prior employment at another institution);

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

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

the Athletics Director or the Athletics Director's designee. The notice of termination shall reference the facts upon which termination is authorized.

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

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

B. Termination by LSU Without Cause.

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

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

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

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

6. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause Employee to lose compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are not easy to determine with certainty. Accordingly, the parties have bargained for this liquidated damages provision. The parties further agree that the liquidated damages herein are not in any way a penalty.

C. Termination by Employee Without Cause.

1. Employee shall have the right to terminate this Agreement without cause upon 30 days written notice to LSU. If Employee terminates employment at any time before the End Date, Employee will pay to LSU as liquidated damages 15 percent of the Base Salary and Supplemental Compensation which would have been payable to Employee through the remaining Term of the Agreement. Employee shall have the option to pay such amount in a lump sum or in equal monthly installments over a period equal to the amount of time then remaining in the Agreement.
2. In the event of termination by Employee without cause, all of Employee's compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU and Employee, shall be the earlier of: (a) the date on which Employee provides notice of termination to LSU; (b) the date on which Employee accepts employment from another employer; or (c) the date on which Employee performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to Employee for any amounts other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate Employee to repay

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

3. This is an agreement for personal services. The parties recognize that termination of this Agreement by Employee prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement for the Program, in addition to potentially increased compensation costs and loss of goodwill or sales, which damages are impossible to determine with any certainty. Accordingly, the parties have bargained for this liquidated damages provision. The parties further agree that the liquidated damages herein are not in any way a penalty.

D. Suspension or Other Disciplinary Action.

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

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

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

F. **Exclusivity of Remedy.** The financial consequences of termination of this Agreement or suspension are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither Employee nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives, for consequential damages by reason of any alleged economic loss, including but not limited to loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of benefits, loss of fees from speaking, camps or other outside activity, damages allegedly sustained because of alleged humiliation or defamation, or any other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or Employee of information or documents required by law. Employee acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, Employee shall have no right to occupy the Position and that Employee's sole remedies are provided herein and shall not extend to injunctive relief. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION LIMITING LIABILITY AND EXCLUDING CONSEQUENTIAL DAMAGES AND OTHER REMEDIES IS AN ESSENTIAL AND MATERIAL INDUCEMENT FOR THE UNIVERSITY TO ENTER INTO THIS AGREEMENT. ACCORDINGLY, SUCH PROVISIONS SHALL BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISIONS AND SHALL BE ENFORCED AS SUCH, REGARDLESS OF ANY BREACH OR OTHER OCCURRENCE HEREUNDER.

G. **Interference with Athletics.** During any period where Employee receives post-termination liquidated damages, compensation or benefits, Employee agrees that Employee will not interfere with LSU student-athletes or otherwise obstruct the ability of LSU or the Athletics Department to transact business. If Employee violates this provision, LSU shall be entitled to discontinue any post-termination liquidated damages, compensation or benefits and may seek to recover any payments that have been disbursed.

12. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to Employee. Notice of termination under this Section shall be in writing and shall establish a date of termination 12 months from the date of the notice or upon the End Date, whichever occurs first. In the event the right to

terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.

13. **University Property.** All property that is provided to, or developed or acquired by, Employee as part of or in conjunction with Employee's employment by LSU, regardless of the format or manner in which the property may be retained or stored, shall remain the sole property of LSU. This shall include, without limitation, all documents, files, personnel records, recruiting records, team information, athletic equipment, films, statistics, keys, credit cards, computers, software programs, and electronic devices that Employee may have access to or come into possession of during employment. Excluded from this provision are Employee's personal notes, personal playbooks, memorabilia, diaries and other personal records, which the Employee may retain. Employee is required to return to LSU all LSU property in Employee's possession within seven calendar days of termination or separation of employment. Employee shall also return any courtesy vehicle provided under this Agreement within seven calendar days of termination or separation of employment. Employee agrees that LSU may withhold any liquidated damage payments or other compensation due Employee pending return of property under this Section.
14. **Duty of Loyalty.** Unless notice of termination under this Section has been given by either party, neither Employee nor Employee's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for Employee with any other institution of higher education, professional athletic team, or another athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletics Director.
15. **Duty to Cooperate.** Both during and after the end of employment with LSU, Employee agrees, without additional compensation (other than reimbursement for reasonable associated expenses post-employment), to cooperate with LSU in any investigation, internal or otherwise, of any possible violation of law (including Title IX) or violation of any rule, policy or regulation of LSU (including PM-73), the SEC or the NCAA. Employee agrees (a) to be reasonably available to answer questions regarding any matter with which Employee was involved while employed by LSU, and (b) to cooperate with LSU during the course of any proceedings arising out of any matter with which Employee has knowledge or information.
16. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
17. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the matters contemplated hereby and shall, upon the Effective Date, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

18. **Indirect Actions Prohibited.** Any act which Employee is prohibited from doing directly in this Agreement shall not be done indirectly by Employee or another person on Employee's behalf or at Employee's behest.
19. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by Employee, such approval and acceptance to be acknowledged in writing.
20. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
21. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
22. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
23. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
24. **Additional Conditions of Employment.**
 - A. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, Employee hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, Employee shall provide proof to LSU that Employee has been issued a Louisiana driver's license and that all vehicles registered in Employee's name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
 - B. **Background Checks and Disclosures.** Prior to commencing employment, Employee shall be required to submit to background checks as deemed appropriate by the University. Employee's employment is contingent upon a satisfactory background check in accordance with University policy. In addition, prior to signing this Agreement, Employee must disclose to the University any and all criminal, civil or administrative matters from the prior five years, including those currently pending but excluding non-felony traffic infractions. Failure to disclose



Board of Supervisors

Request from LSU Athletics to Approve New Employment Agreement for Men’s and Women’s Track and Field Head Coach

Date: June 28, 2024

1. Bylaw Citation

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

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

* * * *

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

2. Summary of Matter

This resolution seeks approval of a new employment agreement Dennis Shaver, Head Coach of the LSU Men’s and Women’s Track & Field Team. The new employment agreement will replace the existing employment agreement, which expires on June 30, 2025. The key terms of the agreement are summarized below:

Name	Title	Proposed Start Date	Proposed End Date	Proposed Total Certain Compensation ^a
Dennis Shaver	Head Men’s and Women’s Track & Field Coach	7/1/2024	6/30/2030	\$525,000

Notes:

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

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

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

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Office of General Counsel has reviewed the Employment Agreement.

7. Parties of Interest

LSU and the above-named personnel.

8. Related Transactions

None.

9. Conflicts of Interest

None known.

10. Attachment

Employment Agreement: Dennis Shaver

RESOLUTION

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

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 28th day of June, 2024, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate IV, its duly authorized President, and Dennis Shaver (“Employee”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “Athletics Director”: The Director of Athletics at LSU.
 - B. “Base Salary”: The annualized sum of \$400,000.
 - C. “Contract Year”: An annual period from January 1 to December 31 during the Term.
 - D. “End Date”: August 31, 2030.
 - E. “Position”: Head Coach for the Team.
 - F. “President”: The President of LSU.
 - G. “Program”: The intercollegiate cross country and track and field program at LSU.
 - H. “Start Date”: July 1, 2024.
 - I. “Supplemental Compensation”: The annualized sum of \$125,000.
 - J. “Team”: The men’s and women’s intercollegiate athletic teams which are a part of the Program.
2. **Term.** This Agreement shall be for a definite term (“Term”), commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 or 12 of this Agreement. On the Start Date, the existing Employment Agreement between Employee and LSU, dated July 1, 2021, shall terminate and shall be replaced with this Agreement.
3. **Employment.** LSU does hereby employ Employee in the Position for the Term. Employee will report directly to the Athletics Director or the Athletics Director’s designee. It is the intention of the parties that Employee will serve in the Position for the entirety of the Term. Employee acknowledges and agrees that Employee is not eligible for and will not be considered for or granted tenure by LSU.
4. **Duties and Responsibilities.** Employee’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletics Director:

- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
- B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (“NCAA”) play, or that of any similar or successor organization;
- C. Hiring and firing (subject to appropriate budget approvals, such approvals not to be unreasonably withheld or delayed) and managing the assistant coaches and other athletic staff necessary and appropriate to assist Employee in meeting the responsibilities herein;
- D. Performing all duties reasonably assigned to Employee by the Athletics Director so long as such duties are consistent with those duties typically assigned to head coaches at colleges or universities at the same competitive level as LSU;
- E. Promoting and monitoring the success of the Team and its student-athletes both athletically and academically;
- F. Directing the Team, including management of staff, budget, and other resources;
- G. Understanding and agreeing that Employee and Employee’s staff, with the reasonable assistance of LSU, are bound by and must be reasonably knowledgeable of and comply with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (“SEC”) and/or LSU (hereinafter collectively referred to as “Governing Athletics Regulations”);
- H. Promoting an atmosphere of compliance within the Program;
- I. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletics Director and the Director of Compliance;
- J. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including, but not limited to, Permanent Memorandum 73 (“PM-73”) and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which Employee has knowledge or receives notice to LSU’s Title IX Coordinator and other appropriate designee as required by PM-73.
- K. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including but not limited to Permanent Memorandum 55;

- L. Cooperating fully, truthfully and without undue delay in any investigation, infractions process or adjudication of any matter under Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time;
- M. Cooperating fully, truthfully and without undue delay in any LSU internal investigation or inquiry;
- N. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- O. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student-athletes, and recruiting can be conducted consistent with LSU's mission;
- P. Cultivating and maintaining reasonable interaction with the Board of Supervisors, affiliated foundations, athletic conferences, institutional alumni, the media, the public, students, faculty, staff and other members of the LSU community, in accordance with the policies and instructions of the Athletics Director;
- Q. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
- R. Using reasonable efforts, through due care and supervision, to ensure that all student-athletes and other individuals under or subject to Employee's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Athletics Department, the Program and LSU;
- S. Using reasonable efforts to promote the goal of LSU that every student-athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student-athletes and the faculty and administrators of LSU in connection with the academic pursuits of student-athletes;
- T. Understanding and complying with NCAA Bylaw 11.1.1.1, which provides: "An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach;" and
- U. Performing all other reasonable duties customarily performed by head coaches of similar programs at colleges or universities at the same competitive level as LSU.

5. **Sports Camps.** Subject to Governing Athletics Regulations and Athletics Department guidelines, rules and regulations, Employee may work at sports camps or clinics at LSU.

Except as expressly provided in this Agreement, LSU does not guarantee or provide any additional compensation from operation of sports camps or clinics.

6. Compensation.

- A. **Base Salary.** LSU agrees to pay Employee the Base Salary annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. Any amounts due to Employee under this Section for a partial Contract Year shall be prorated.
- B. **Retention.** If Employee maintains uninterrupted employment through the dates identified below, Employee shall be entitled to one-time Supplemental Compensation under this Section. This Supplemental Compensation is for additional stability and value brought to the Team and Program and is payable within 60 days of achievement.

June 30, 2025	\$25,000
June 30, 2026	\$25,000
June 30, 2027	\$25,000
June 30, 2028	\$25,000
June 30, 2029	\$25,000
June 30, 2030	\$25,000

7. Media Participation, License to NIL, and Supplemental Compensation.

- A. **License.** As owner of the rights to Employee's name, image and likeness, Employee grants to the University and Athletics Department a perpetual, non-exclusive and non-transferrable license of the names, nicknames, initials, autograph, likeness, images, pictures, video, depictions, resemblance, quotes, phrases, interviews, coaching records, philosophies and methods attributable to Employee obtained during the Term, and all derivatives thereof, for any current or future uses for promoting the University, Athletics Department or the Program. This license shall include the intellectual property rights and services of Employee in connection with promoting, appearing on, or participating in, as requested, and making reasonable efforts to make successful, LSU-sanctioned television, radio, social media and internet programs, including streaming services, concerning LSU and the Team.
- B. **Supplemental Compensation/Royalty.** As a royalty for the license granted herein, Employee will earn and receive Supplemental Compensation during the Term, which shall be payable in equal monthly installments and may be paid from affiliated foundation funds. Any amounts due to Employee under this Section for a partial Contract Year shall be prorated.
- C. **Ownership of Programming.** LSU shall exclusively own all rights to any television, radio, and internet programs and shall be entitled, at its option, to produce and market the programs or negotiate with third parties for the production and marketing of the programs. LSU shall retain all revenue generated by the

programs including but not limited to that received from program sponsors for commercial endorsements used during the programs. "Program sponsors" shall include, but not be limited to, those persons or companies who make financial contributions supporting, or who pay a fee for, commercial announcements and endorsements used on the programs.

8. **Incentive Compensation.** Employee shall be entitled to Incentive Compensation as follows. Incentive Compensation shall be paid within 60 days of achieving the applicable goal and may be payable, in whole or in part, from affiliated foundation funds.

A. **Post-Season Incentive Compensation.** Post-Season Incentive Compensation is additional compensation for the extra services required of Employee in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. If Employee does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination of employment, Employee shall not be entitled to Post-Season Incentive Compensation. Employee shall earn the full amount for the highest achievement for each team. The maximum amount of Post-Season Incentive Compensation payable in a Contract Year shall be \$750,000.

1. Post-Season SEC Incentive Compensation Goals (maximum of \$75,000 for the men's team and \$75,000 for the women's team per year):

- a. SEC Cross Country Meet Champion \$ 25,000 AND
- b. SEC Indoor Meet Champion \$ 25,000 AND
- c. SEC Outdoor Meet Champion \$ 25,000

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

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

B. **Coaching Recognition Incentive Compensation.** Employee may earn Coaching Recognition Incentive Compensation for receiving the following recognition. Coaching Recognition Incentive Compensation, if payable, shall be considered earned as of the first date any of the listed honors is named and shall be paid within

60 days of that date. The maximum amount of Coaching Recognition Incentive Compensation payable in a Contract Year shall be \$210,000 per gender.

1. SEC Coach of the Year \$ 15,000 AND
2. National Coach of the Year \$ 20,000
(as named by USTFCCCA)

C. **Academic Incentive Compensation.** In the event the single-year Academic Performance Rate (“APR”) for the Program exceeds a score of 940, LSU agrees to pay Employee Academic Incentive Compensation in the amount of \$10,000 for that Contract Year. Academic Incentive Compensation, if payable, shall be considered earned on the date on which the APR for LSU is released and shall be paid within 60 days of such date. To be eligible for such Academic Incentive Compensation, Employee must be employed by LSU as of the date on which the incentive is earned.

9. **Fringe Benefits and Leave.** Unless otherwise specified herein, Employee is entitled to participate in the fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Employee shall also be entitled to the following benefits:

A. **Apparel.** As part of any third-party apparel and/or equipment-related contract with LSU, Employee acknowledges and agrees that the Team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by Employee in furtherance of Employee’s employment duties and team-related activities as applicable to Employee’s employment with LSU.

B. **Car Allowance.** Employee shall receive an automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$999 per month, or (2) to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.

C. **Club Membership.** Membership in a country club, such as the University Club of Baton Rouge, provided that (i) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy may be reimbursed from affiliated foundation funds; and (ii) Employee shall be responsible for payment of all non-business charges and expenses.

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

1. Employee's compensation has been mutually negotiated with this understanding, and both Employee and LSU agree that the compensation would be less if Employee were entitled to earn annual leave.
 2. If any administrative tribunal, statewide elected official, state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires Employee to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines that it must comply with the opinion or ruling, then Employee's Base Salary shall be reduced by the dollar value of the annual leave for which Employee is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which Employee's earning of annual leave is calculated to begin, and Employee shall repay to LSU the amount of the reduction. Employee shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by Employee and LSU) from the date on which the Employee is given notice that Employee will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, Employee may waive Employee's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
- E. **No Overtime.** Employee qualifies and is designated as exempt under the Fair Labor Standards Act and is not entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- F. **Relocation Incentive.** If indicated in Section 1 of the Agreement, Employee shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if you do not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.
- G. **Retirement Plan.** Employee is entitled to participate in the retirement programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Employee understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from Employee's compensation except as to the Base Salary and any earned Post-Season Incentive Compensation, and Employee shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. Employee further acknowledges that other sums paid shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law and shall not be included as compensation for the purpose of

computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.

- H. **Sick Leave.** Employee shall accrue and use sick leave in accordance with LSU policy.

10. Additional Revenue.

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

11. Termination and Suspension.

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU at any time prior to its expiration, upon written notice to Employee.
 - 1. For purposes of this Section, “cause” for termination shall be defined as:
 - a. If, as determined by LSU and without the need for any adjudication by any other entity, Employee commits any material and substantial violation (or repeated lesser violations) of Governing Athletics Regulations, fails promptly to report any such violation by another

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

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

that this subsection includes findings or determinations of any previously undisclosed violations during Employee's prior employment at another institution);

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

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

the Athletics Director or the Athletics Director's designee. The notice of termination shall reference the facts upon which termination is authorized.

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

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

B. Termination by LSU Without Cause.

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

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

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

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

6. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause Employee to lose compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are not easy to determine with certainty. Accordingly, the parties have bargained for this liquidated damages provision. The parties further agree that the liquidated damages herein are not in any way a penalty.

C. Termination by Employee Without Cause.

1. Employee shall have the right to terminate this Agreement without cause upon 30 days written notice to LSU. If Employee terminates employment at any time before the End Date, Employee will pay to LSU as liquidated damages 15 percent of the Base Salary and Supplemental Compensation which would have been payable to Employee through the remaining Term of the Agreement. Employee shall have the option to pay such amount in a lump sum or in equal monthly installments over a period equal to the amount of time then remaining in the Agreement.
2. In the event of termination by Employee without cause, all of Employee's compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU and Employee, shall be the earlier of: (a) the date on which Employee provides notice of termination to LSU; (b) the date on which Employee accepts employment from another employer; or (c) the date on which Employee performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to Employee for any amounts other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate Employee to repay

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

3. This is an agreement for personal services. The parties recognize that termination of this Agreement by Employee prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement for the Program, in addition to potentially increased compensation costs and loss of goodwill or sales, which damages are impossible to determine with any certainty. Accordingly, the parties have bargained for this liquidated damages provision. The parties further agree that the liquidated damages herein are not in any way a penalty.

D. Suspension or Other Disciplinary Action.

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

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

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

F. **Exclusivity of Remedy.** The financial consequences of termination of this Agreement or suspension are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither Employee nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives, for consequential damages by reason of any alleged economic loss, including but not limited to loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of benefits, loss of fees from speaking, camps or other outside activity, damages allegedly sustained because of alleged humiliation or defamation, or any other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or Employee of information or documents required by law. Employee acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, Employee shall have no right to occupy the Position and that Employee's sole remedies are provided herein and shall not extend to injunctive relief. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION LIMITING LIABILITY AND EXCLUDING CONSEQUENTIAL DAMAGES AND OTHER REMEDIES IS AN ESSENTIAL AND MATERIAL INDUCEMENT FOR THE UNIVERSITY TO ENTER INTO THIS AGREEMENT. ACCORDINGLY, SUCH PROVISIONS SHALL BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISIONS AND SHALL BE ENFORCED AS SUCH, REGARDLESS OF ANY BREACH OR OTHER OCCURRENCE HEREUNDER.

G. **Interference with Athletics.** During any period where Employee receives post-termination liquidated damages, compensation or benefits, Employee agrees that Employee will not interfere with LSU student-athletes or otherwise obstruct the ability of LSU or the Athletics Department to transact business. If Employee violates this provision, LSU shall be entitled to discontinue any post-termination liquidated damages, compensation or benefits and may seek to recover any payments that have been disbursed.

12. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to Employee. Notice of termination under this Section shall be in writing and shall establish a date of termination 12 months from the date of the notice or upon the End Date, whichever occurs first. In the event the right to

terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.

13. **University Property.** All property that is provided to, or developed or acquired by, Employee as part of or in conjunction with Employee's employment by LSU, regardless of the format or manner in which the property may be retained or stored, shall remain the sole property of LSU. This shall include, without limitation, all documents, files, personnel records, recruiting records, team information, athletic equipment, films, statistics, keys, credit cards, computers, software programs, and electronic devices that Employee may have access to or come into possession of during employment. Excluded from this provision are Employee's personal notes, personal playbooks, memorabilia, diaries and other personal records, which the Employee may retain. Employee is required to return to LSU all LSU property in Employee's possession within seven calendar days of termination or separation of employment. Employee shall also return any courtesy vehicle provided under this Agreement within seven calendar days of termination or separation of employment. Employee agrees that LSU may withhold any liquidated damage payments or other compensation due Employee pending return of property under this Section.
14. **Duty of Loyalty.** Unless notice of termination under this Section has been given by either party, neither Employee nor Employee's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for Employee with any other institution of higher education, professional athletic team, or another athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletics Director.
15. **Duty to Cooperate.** Both during and after the end of employment with LSU, Employee agrees, without additional compensation (other than reimbursement for reasonable associated expenses post-employment), to cooperate with LSU in any investigation, internal or otherwise, of any possible violation of law (including Title IX) or violation of any rule, policy or regulation of LSU (including PM-73), the SEC or the NCAA. Employee agrees (a) to be reasonably available to answer questions regarding any matter with which Employee was involved while employed by LSU, and (b) to cooperate with LSU during the course of any proceedings arising out of any matter with which Employee has knowledge or information.
16. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
17. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the matters contemplated hereby and shall, upon the Effective Date, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

18. **Indirect Actions Prohibited.** Any act which Employee is prohibited from doing directly in this Agreement shall not be done indirectly by Employee or another person on Employee's behalf or at Employee's behest.
19. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by Employee, such approval and acceptance to be acknowledged in writing.
20. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
21. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
22. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
23. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
24. **Additional Conditions of Employment.**
 - A. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, Employee hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, Employee shall provide proof to LSU that Employee has been issued a Louisiana driver's license and that all vehicles registered in Employee's name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
 - B. **Background Checks and Disclosures.** Prior to commencing employment, Employee shall be required to submit to background checks as deemed appropriate by the University. Employee's employment is contingent upon a satisfactory background check in accordance with University policy. In addition, prior to signing this Agreement, Employee must disclose to the University any and all criminal, civil or administrative matters from the prior five years, including those currently pending but excluding non-felony traffic infractions. Failure to disclose



Board of Supervisors

Request from LSU Athletics to Approve the Inclusion of Vehicle Allowances as Compensation for Select Employees

Date: June 28, 2024

1. Citation

Pursuant to Article VII, Section 1(N):

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

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

This resolution seeks approval to include a vehicle allowance in the total compensation for select Athletics Department employees at the Associate Athletics Director level and above, not to exceed Internal Revenue Service limits.

3. Review of Business Plan

N/A

4. Fiscal Impact

None.

5. Description of Competitive Process

None.

6. Review of Legal Documents

None.

7. Parties of Interest

LSU Athletics
Select Athletics Department Employees

8. Related Transactions

None.

9. Conflicts of Interest

None.

10. Attachment

None.

RESOLUTION

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



Board of Supervisors

RISK MANAGEMENT COMMITTEE

BOARD OF SUPERVISORS MEETING | JUNE 28, 2024



Fiscal Year 2025 Audit Plan

Internal Audit's Role and Scope

The Office of Internal Audit's role includes the examination and evaluation of the adequacy and effectiveness of Louisiana State University's (LSU) governance, risk management process, internal control structure, and the quality of performance in fulfilling assigned responsibilities to achieve stated goals and objectives.

The primary focus of internal audit is to provide feedback on whether elements of the risk management process, including internal controls, are functioning as intended; assets are adequately safeguarded; and the organization operates in conformance with established policies, regulations, and laws. The results of internal audits are communicated to area and executive management as well as the Risk Management Committee.

Audit Resources

Internal Audit Staffing

The following position breakdown has been in place since 6/30/2014:

Audit and Enterprise Risk Management	12
Investigative Services	2
Information Systems Audit	1
Administrative Support	1
<hr/>	
Total Department Positions	16

Internal Audit Budget

Budget Category	FY 2024	FY 2025
Salaries	1,520,884	1,520,884
Fringe Benefits	175,548	175,548
Supplies	111,957	111,957
Professional Services	40,000	40,000
Travel- Fieldwork & Training	20,500	20,500
Operating Services	12,000	12,000
Other Charges	5,000	5,000
Equipment & Repairs	1,000	1,000
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Total Budget	1,886,889	1,886,889

**Note: supplies include the cost of software such as the ethics, integrity, and misconduct hotline as well as audit, compliance, and enterprise risk management software.*

Planning

The specific scope of internal audit activities is primarily defined through an annual risk assessment process, the purpose of which is to aid in developing a risk-based plan of efforts for the upcoming fiscal year (FY). In evaluating risks, we identify major financial, compliance, operational activities and systems, as well as consider relevant laws, regulations, and internal policies.

The risk assessment process includes soliciting input from senior management at both the system and campus level through in-person meetings and ongoing communications throughout the year including information gained through participation in various committees. We also rely on risks identified by stakeholders during the Enterprise Risk Management process. We consider the impact of current events and emerging risks along with externally gathered information, such as from regulatory and industry sources. In determining the level of risk, we may take the following factors into account: inherent risk, adequacy of existing internal controls, results of analytics, outcomes of previous audits, transactional volume (e.g., number and/or dollar amount), value-added potential, management interest, emerging risks, fraud potential, and auditor discretion.

Primary Risk Categories

FINANCIAL Includes the potential loss of physical assets or financial resources. This area also includes risks associated with investing, financing, collection of, and accounting for revenues, as well as the expenditure of funds.

BUSINESS Includes strategic risks which are events that would prevent the university from achieving its goals, and reputational risks which are events that would tarnish the university's public image and potentially impact fundraising, recruitment, and retention of faculty and staff.

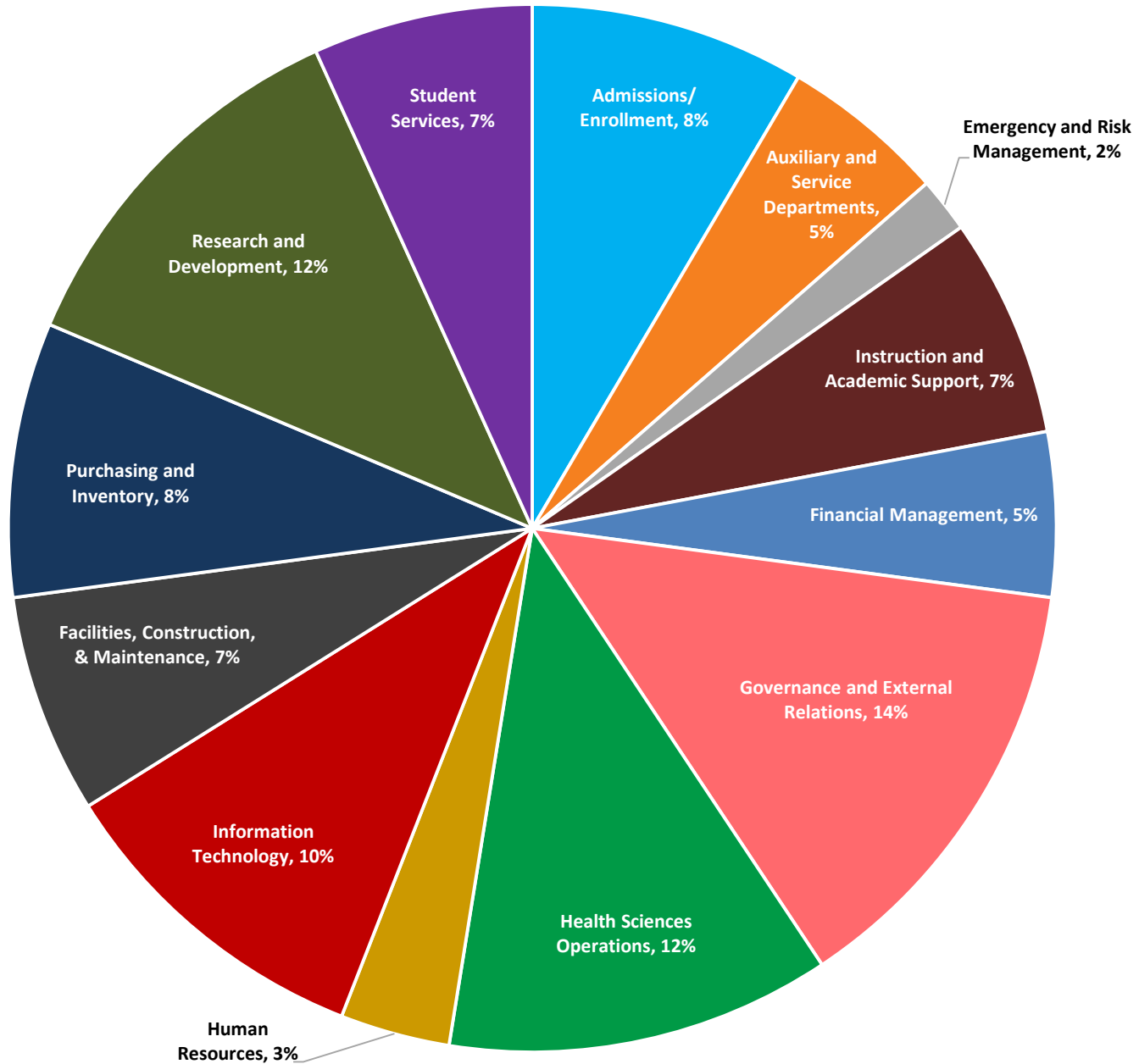
COMPLIANCE/REGULATORY Includes penalties resulting from non-compliance with laws and regulations or unethical conduct as well as impacts from unenforceable contracts, lawsuits, or adverse judgments.

OPERATIONAL Includes those factors related to the university's day-to-day activities and those processes established to accomplish its goals.

Audit Universe

Defining the audit universe is a critical step in identifying risks and planning internal audits. During our annual assessment process, we re-examine the audit universe to ensure all activities are included and considered. We classify university activities into functional categories to reflect the specific audit universe of LSU. The following graphic illustrates the distribution of audit projects, by functional category, performed in the last five years.

FY 2020-24 Audits by Functional Category



Fiscal Year 2025 Audit Plan

Our annual risk assessment and planning provides the basis for areas included in the FY 2025 audit plan. We developed the plan to allow us to focus our activities on significant areas of risk that we identified, and concerns voiced by management. However, because risks are continually changing and emerging, we monitor the audit plan throughout the year and adjust if necessary.

In addition to the identified audits, the plan allows for resources to follow-up on corrective actions, perform investigations, attend continuing professional development events, and unplanned activities due to emerging risks or priorities that may arise.

The following chart includes an analysis of the identified themes in the planned projects for the coming fiscal year. The detailed audit plan is included as Appendix A.

AREA	THEME	EXAMPLES
Governance and External Relations	Compliance	<ul style="list-style-type: none"> Contract compliance
Purchasing and Warehousing	Operations	<ul style="list-style-type: none"> Procurement
Research and Development	Operations	<ul style="list-style-type: none"> Research administration
	Compliance	<ul style="list-style-type: none"> Conflicts in research
Information Technology	Operations	<ul style="list-style-type: none"> Information technology
Human Resources	Business	<ul style="list-style-type: none"> Human resources operations
Financial Management	Financial	<ul style="list-style-type: none"> Law school financial management Accounts payable & travel
Health Sciences Operations	Compliance	<ul style="list-style-type: none"> Animal care operations
Auxiliary Services	Financial	<ul style="list-style-type: none"> Athletics financial controls

APPENDIX A - FY 2025 Audit Plan

CAMPUS	AUDIT AREA	DESCRIPTION	FUNCTIONAL CATEGORY
MULTI	Conflicts in Research	Review adequacy of and compliance with conflicts of interest/commitment policies and procedure, e.g., timely and complete disclosures by researchers, disclosure review and approval, conflict management plan development and monitoring.	Research and Development
MULTI	Human Resources Operations	Review efficiency and effectiveness of operations which may include processes for recruiting (hiring and promotions), compensation, and FLSA compliance.	Human Resources
MULTI	Contract Compliance	Review of controls to ensure compliance with contract terms and monitoring of deliverables, e.g., student health center, Stephenson Technologies Corporation, etc.	Governance and External Relations
MULTI	Information Technology	Review of IT controls which may include cybersecurity, artificial intelligence, systems implementation, staffing, and follow up on outstanding action plans.	Information Technology
LSU A&M	Accounts Payable and Travel	Review of processes to determine the efficiency and effectiveness of controls.	Financial Management
LSU A&M	Law School Financial Management	Review of financial operations and internal controls.	Financial Management
LSU A&M	Vet School Research Administration	Review of research-related controls which may include sponsored projects administration, compliance with required disclosures or trainings, and protocol for the humane use and care of animals.	Research and Development
LSUS	Athletics Financial Controls	Review of controls to ensure appropriate oversight of cash collection and handling.	Auxiliary and Service Departments
HSCNO	Animal Care Operations	Review of policies and procedures to ensure the humane care and use of animals in research such as facilities inspections, required trainings, compliance with various safety protocols, pharmaceutical storage and inventory.	Health Sciences Operations
ON-GOING AUDIT WORK TO BE COMPLETED			
MULTI	Student and Consumer Data Privacy	Review of controls to ensure compliance with relevant privacy laws, e.g. FERPA, HIPAA, GLBA, etc.	Governance and External Relations
MULTI	Civil Rights and Title IX	Review of departmental controls to maintain compliance with Federal regulations such as investigative processes and caseload management.	Governance and External Relations
MULTI	Enrollment Management (on FY 2024 plan as "Financial Aid")	Review of admissions and financial aid to determine alignment with university goals and compliance with relevant laws, regulations, and university policy. Note: the original scope was expanded for the FY 2025 plan to include admissions and enrollment management related activities.	Admissions/Enrollment
MULTI	Student Mental Health and Well-Being	Review of controls to determine whether the university is adequately prepared to meet students' mental health and wellness needs.	Student Services

APPENDIX A - FY 2025 Audit Plan

CAMPUS	AUDIT AREA	DESCRIPTION	FUNCTIONAL CATEGORY
MULTI	Procurement	Review of the purchasing function which may include vendor master maintenance, contract administration, and request for proposals (RFP) processing compliance.	Purchasing and Warehousing
MULTI	Data Governance	Review of the availability and reliability of data across the university system; may include financial, personnel, research, and/or student data.	Information Technology
LSU A&M	Graduate Assistantships	Review of administrative controls over graduate assistantships; may include an assessment of resource allocations and related expenditures as well as a follow-up on outstanding action plans from the prior audit.	Instruction and Academic Support
HSCS	Research Administration	Determine whether resources are being effectively and efficiently deployed under an adequate system of internal control for research operations to help ensure compliance with laws and regulations and university policies, alignment with best practices and industry standards, and financial and operational oversight.	Research and Development
HSCS	Financial Management	Review of financial operations and internal controls related to finance.	Financial Management
AUDIT CONSIDERATIONS AS RESOURCES BECOME AVAILABLE			
MULTI	Procurement	Review of the purchasing function at the Health Sciences Centers which may include vendor master maintenance, contract administration, and RFP compliance.	Purchasing and Warehousing
LSUA	Athletics Financial Controls	Review of controls to ensure appropriate oversight of cash collection and handling.	Auxiliary and Service Departments
LSUE	Athletics Financial Controls	Review of controls to ensure appropriate oversight of cash collection and handling.	Auxiliary and Service Departments



Board of Supervisors

MEETING MINUTES

BOARD OF SUPERVISORS MEETING | JUNE 28, 2024

MINUTES
LSU BOARD OF SUPERVISORS PROFESSIONAL DEVELOPMENT MEETING
3RD Floor, LSU Foundation Building
3796 Nicholson Drive, Baton Rouge, LA 70802
Thursday, April 25, 2024 | 1:15 p.m. CT

I. Board Professional Development (*April 25, 2024 | 1:15 p.m. | 3rd Floor of LSU Foundation Building*)

Present for Board Professional Development were Mr. Woods, Mr. Morrow, Ms. Jones, Mr. Brown, and Mr. Luke.

1A. Public Comment:

There were not any individuals registered for Public Comment.

1B. LSU Campus Updates

Dr. Paul Coreil, Chancellor of LSU at Alexandria, provided an informative campus update on LSU at Alexandria.

Dr. Robert Smith, Chancellor of LSU at Shreveport, provided an informative campus update on LSU at Shreveport.

No action needed on these items.

MINUTES
LSU BOARD OF SUPERVISORS MEETING
*Board Room, University Administration Building
3810 West Lakeshore Drive, Baton Rouge, LA 70808
Friday, April 26, 2024 | 10:00 a.m. CT*

I. Call to Order and Roll Call

Mr. Jimmie Woods, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on April 26, 2024.

Present

Mr. Jimmie Woods, Chair
Mr. Patrick Morrow, Chair-elect
Ms. Valencia Sarpy Jones, Past-Chair
Mr. Glenn Armentor
Ms. Laurie Lipsey Aronson
Mr. Jay Blossman
Mr. Wayne Brown
Mr. Robert Dampf
Mr. Thomas Luke
Mr. Lee Mallett
Mr. Randy Morris
Mr. Rémy Starns
Mr. Collis Temple Jr.
Mr. James Williams
Ms. Mary Leach Werner
Mr. Richard Zuschlag

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 LSU Chapter of the Pershing Rifles presented the Colors.

The invocation was offered by Will Robison and the pledge given by Carolina Roldan and Monreau Morrison. All are seniors, soon to graduate from University Laboratory School.

III. Public Comment

There were not any individuals registered for public comment.

IV. Committee Meetings

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

4.A. Research & Agricultural Extension Committee

Present for the Research and Agricultural Extension Committee were Ms. Werner, Mr. Blossman, Mr. Armentor, Mr. Brown, Mr. Luke, Mr. Morris, Mr. Starns, and Mr. Temple.

4.A.1 Bovine Respiratory Disease Vaccine

Dr. Shafiqul Chowdhury, Professor at the LSU School of Veterinary Medicine, delivered a presentation.

No action needed on this item.

Chairman Woods recognized Mr. Williams, Chair of the Athletic Committee, who congratulated Coach Jay Clark for the LSU Gymnastics Team winning the National Championship.

4.B. Academic Committee

Present for the Academic Committee were Mr. Brown, Mr. Armentor, Mr. Blossman, Mr. Luke, Mr. Mallett, Mr. Morrow, Mr. Starns, Mr. Temple, and Mr. Williams.

4.B.1 Request LSU A&M to Award a Posthumous Degree to Mr. William Connor Allison

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize LSU A&M to award the Bachelor of Science in Construction Management to Mr. William Connor Allison posthumously.

4.B.2 Request from LSU A&M for Initial Designation as a Center of Research Excellence for Comparative Oncology

Upon motion by Mr. Blossman, seconded by Mr. Luke, the item was unanimously approved.

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

4.B.3 Request from LSU Health New Orleans to Establish a PhD in Biomedical Sciences

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health New Orleans to establish the PhD in Biomedical Sciences.

4.B.4 Recommendation to Approve Conferral of Degrees for Calendar Year 2024 Commencement Exercises

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation from the campuses of the University during commencement exercises in CY 2024.

4.B.5 Consent Agenda

There were three items on the consent agenda.

Upon motion by Mr. Luke, seconded by Mr. Blossman, the following items were unanimously approved.

Request from LSU A&M to Offer the BA in Political Science 100% Online

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 offer the BA in Political Science 100% Online.

Request from LSU Health Shreveport for Continued Authorization of the Center for Cardiovascular Diseases and Sciences Center of Excellence

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 Shreveport for the continued authorization of the Center for Cardiovascular Diseases and Sciences (CCDS) Center of Excellence

Request from LSU Health Shreveport to Name W. Clinton Rasberry Jr. Auditorium in the Center for Medical Education Building

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center - Shreveport to name the Auditorium in the Center for Medical Education the "W. Clinton Rasberry Jr. Auditorium."

4.C. Finance Committee

Present for the Finance Committee were Mr. Zuschlag, Ms. Werner, Ms. Aronson, Mr. Morris, Mr. Morrow, Mr. Temple, and Mr. Williams.

4.C.1 Request to Approve a Non-Resident Fee Increase for LSU's School of Veterinary Medicine

Upon motion by Ms. Aronson, seconded by Ms. Werner, the item was unanimously approved.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve an increase of \$1,750 (\$875 per semester) to the non-resident fee beginning Fall 2024 for LSU's School of Veterinary Medicine.

4.C.2 Request for all LSU Institutions Employing Graduate Assistants to Implement the Requirements of Act 664 of the 2022 Regular Session of the Louisiana Legislature to Provide Payments to Cover or Create a Waiver or Exemption of any Mandatory Fee Imposed by the Institution

Upon motion by Ms. Werner, seconded by Ms. Aronson, the item was unanimously approved.

WHEREAS, the LSU institutions employing Graduate Assistants will follow the requirements of Act 664 of the 2022 Regular Session of the Louisiana Legislature; and 3 WHEREAS, the LSU institutions employing Graduate Assistants will administratively determine eligibility criteria and maintain a written policy thereof

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that any institution employing Graduate Assistants must provide a payment, waiver, exemption, or a combination thereof, of all Required Fees, as defined in PM-43 Student Fees. This would not include any course, program, special service, or optional service fees.

4.D. Property & Facilities Committee

Present for the Property & Facilities Committee were Ms. Aronson, Mr. Brown, Mr. Dampf, Mr. Luke, Mr. Temple, Ms. Werner, Mr. Williams, and Mr. Zuschlag.

4.D.1 Request from LSU Health Sciences Center New Orleans to Authorize a Lease Agreement with Campus Federal Credit Union

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President of LSU or designee to execute the Lease Agreement with Campus Federal Credit Union to provide leased space, with such lease to contain such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.

4.D.2 Request from LSUHSC-NO to Authorize the Second Amendment to the Lease Agreement with the Louisiana Cancer Research Center for Additional Leased Space

Upon motion by Mr. Luke, seconded by Mr. Brown, the item was unanimously approved.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President of LSU or designee to execute the Second Amendment to the Lease Agreement with the Louisiana Cancer Research Center to lease additional space, with such lease to contain such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.

4.D.3 Request from LSU-S to Authorize Agreements for the Closing of the Hicks Marital Trust

Upon motion by Mr. Brown, seconded by Ms. Dampf, the item was unanimously approved.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President of LSU or designee to execute any and all deeds, agreements, consents, approvals, and other documents necessary to acquire record title of any immovable property bequeathed or donated to LSU via the Hicks Marital Trust, with all deeds, agreements, consents, approvals, and other documents to contain such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.

4.D.4 Request from LSU A&M to Authorize Repairs to Patrick F. Taylor Hall

Upon motion by Mr. Brown, seconded by Mr. Dampf, the item was unanimously approved.

NOW, THEREFORE, BE IT RESOLVED that the LSU Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby approves and authorizes necessary repairs to Patrick F. Taylor Hall in relation to the damage that occurred on January 17, 2024.

4.D.5 Proposal by LSU Eunice for Non-Human Primate Research Facility

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

NOW, THEREFORE, BE IT RESOLVED that the Board, hereby, authorizes the President and Chancellor to evaluate and engage in negotiations for the development of an externally funded non-human primate research facility on terms in the best interest of the university to be presented to the board for approval as soon as practicable.

4.E. **Healthcare and Medical Education Committee**

Present for the Healthcare and Medical Education Committee were Mr. Morris, Ms. Zuschlag, Mr. Armentor, Mr. Blossman, Mr. Brown, Mr. Luke, and Mr. Williams.

4.E.1 Request from LSUHSC-NO to Acknowledge and Authorize the Uniform Affiliation Agreement with the LSUHSC-NO School of Medicine Alumni Association

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President of LSU or designee to execute the Uniform Affiliation Agreement with the LSUHSC-NO School of Medicine's Medical Alumni Association, with such agreement to contain such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.

4.E.2 Request from LSUHSC-NO to Acknowledge and Authorize the Uniform Affiliation Agreement with the LSUHSC-NO School of Nursing Alumni Association

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President of LSU or designee to execute the Uniform Affiliation Agreement with the LSUHSC-NO School of Nursing's Alumni Association, with such agreement to contain such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.

4.F. **Athletics Committee**

Present for the Athletics Committee were Mr. Williams, Ms. Aronson, Mr. Armentor, Mr. Blossman, Mr. Dampf, Ms. Jones, Mr. Morris, Mr. Temple, Ms. Werner, and Mr. Zuschlag.

4.F.1 Request from LSU Athletics to Approve New Employment Agreement for Senior Associate Athletics Director for Football Administration

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

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

4.F.2 Request from LSU Athletics to Approve New Employment Agreements for Assistant Football Coaches

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

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

4.F.3 Request from LSU Athletics to Increase Baseball Season Ticket Prices, Parking, and Tradition Fund

Upon motion by Ms. Zuschlag, seconded by Ms. Dampf, the item was unanimously approved.

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 April 26, 2024.

4.F.4 Request from LSU Athletics to Increase Gymnastics Ticket Prices, Parking and Tradition Fund

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

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby approve the amendment to the LSU Athletic Ticket, Parking, and Tradition Fund Policy pertaining to Schedule B for LSU Gymnastics season ticket pricing as presented on April 26, 2024; and **BE IT FURTHER RESOLVED** the Board authorizes the President, in consultation with the Board Chair and Athletics Committee Chair, to establish a \$60 per season parking pass with an implementation date for the 2026 or 2027 season.

4.F.5 Request for Amendment to Multimedia Rights Agreement with Playfly Sports Properties

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President, or his designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute the attached amended agreement for management and sale of multi-media rights.

4.G. Risk Management Committee

Present for the Risk Management Committee were Mr. Starns, Ms. Aronson, Mr. Armentor, Mr. Brown, Mr. Dampf, Ms. Jones, Mr. Luke, Mr. Mallett, Mr. Morris, Mr. Morrow, Mr. Temple, Ms. Werner, Mr. Woods, and Mr. Zuschlag.

4.G.1 Dr. Guzick gave an update on where LSUHSC-S was on audit findings.

No actions required on this item.

4.G.2 FY 2024 3RD Quarter Audit Summary

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

4.G.3 P3 Presentation

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

V. Reconvene Board Meeting

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

Present

Mr. Jimmie Woods, Chair
Mr. Patrick Morrow, Chair-elect
Ms. Valencia Sarpy Jones, Past-Chair
Mr. Glenn Armentor
Ms. Laurie Lipsey Aronson
Mr. Jay Blossman
Mr. Wayne Brown
Mr. Robert Dampf
Mr. Thomas Luke
Mr. Lee Mallett
Mr. Randy Morris
Mr. Rémy Starns
Mr. Collis Temple Jr.
Ms. Mary Werner
Mr. James Williams
Mr. Richard Zuschlag

VI. Approval of Meeting Minutes from the February Board Professional Development Meeting from February 22, 2024, and February Board Meeting from February 23, 2024

Upon motion by Mr. Mallett, seconded by Mr. Armentor, the minutes were unanimously approved.

VII. Personnel Actions Requiring Board Approval

Upon motion by Mr. Brown, seconded by Mr. Williams, the personnel actions were unanimously approved.

VIII. Reports to the Board

Upon motion by Mr. Williams, seconded by Ms. Werner, the Reports to the Board were unanimously received.

IX. Reports from Faculty and Staff Advisors

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

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

X. President's Report

The president provided an informative report.

XI. Approval of Committee Recommendations

Upon motion by Ms. Jones, seconded by Mr. Blossman, the item was unanimously approved.

XII. Chairman's Report

Chairman Woods provided an informational report.

XIII. Adjournment

Upon motion by Ms. Werner, seconded by Mr. Morrow, the meeting was adjourned.



Board of Supervisors

POLICYUPDATES RELATED TO
EXECUTIVE ORDER JML 24-84
REGARDING FLYING OF FLAG

Request for Policy Updates Related to Executive Order JML 24-84 Regarding Flying of Flags

Date: June 28, 2024

1. Bylaw Citation

Pursuant to Article VII, Section 1

- I. 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

On June 14, 2024, Governor Landry issued Executive Order Number JML 24-24, “Policies and Procedures—Flags” applicable to all state agencies. LSU currently has a policy statement applicable to the LSU A&M campus regarding the display of flags (PS-66) but it does not have a Permanent Memorandum (system-wide policy) regarding flag displays. This resolution is to authorize and direct the president to update any existing policies and establish a system-wide policy regarding the official display of flags on the campuses.

3. Review of Business Plan

The costs of implementing this resolution is expected to be nominal so a business plan is not necessary.

4. Fiscal Impact

N/A

5. Description of Competitive Process

N/A

6. Review of Legal Documents

The Office of General Counsel has reviewed the Executive Order.

7. Parties of Interest

All LSU campuses.

8. Related Transactions

N/A

9. Conflicts of Interest

None known.

10. Attachments

Executive Order Number JML 24-84 is attached.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize and direct the President, or his designee, acting on his behalf, to update any existing policies and implement a Permanent Memorandum on policy and procedures pertaining to flags, in conformity with Executive Order Number JML 24-84.



**EXECUTIVE DEPARTMENT
OFFICE OF THE GOVERNOR
EXECUTIVE ORDER NUMBER JML 24-84**

POLICIES AND PROCEDURES-FLAGS

WHEREAS, R.S. 49:152 requires that the flag of the United States wave from sunrise to sunset every day over the State Capitol and the public departments and institutions of this State.

WHEREAS, R.S. 49:153 requires that the official flag of Louisiana wave from sunrise to sunset every day over the State Capitol and the public departments and institutions of the State.

WHEREAS, R.S. 49:153.1 requires that the POW/MIA Flag be displayed beneath the Louisiana State Flag and that the POW/MIA Flag wave from sunrise to sunset each day over the State Capitol.

WHEREAS, it is necessary to establish protocols that promote dignity and respect for the United States Flag, the State Flag, and the POW/MIA Flag.

WHEREAS, it is necessary to maintain consistency in the use of flags by public departments and institutions of the State through the establishment of policies governing the flying of flags by departments, commissions, boards, agencies, and officers of the State.

NOW THEREFORE, I, JEFF LANDRY, Governor of the State of Louisiana, by virtue of the authority vested by the Constitution and laws of the State of Louisiana, do hereby order and direct as follows:

Section 1:

- A. The policies established by this Order shall apply to all flags flown by departments, commissions, boards, agencies, and officers of the State.
- B. Nothing in this Order shall be applied in a manner that violates or is contrary to Public Law 94-344, known as the Federal Flag Code.

Section 2:

Unless the context of this Executive Order indicates otherwise, the words and terms used in this Executive Order shall be defined as follows:

- A. "Flags of Louisiana" means the historical display of the ten flags flown over the State of Louisiana from the Spanish Flag of DeSoto in 1541 through the adoption of the Louisiana State Flag in 1912.
- B. "Half-staff" means the position of the flag when it is one-half the distance between the top and bottom of the staff.
- C. "Honor and Remember Flag" means the flag defined in R.S. 49:156 as the official state emblem of military service.
- D. "POW/MIA Flag" means the National League of Families POW/MIA Flag as designated by 36 U.S.C. § 902.
- E. "State Flag" means the flag of Louisiana as defined in La. R.S. 49:153, consisting of a solid blue field with the coat-of-arms of the state, the pelican tearing its breast to feed its young, in white in the center with an appropriate display of three drops of blood, and with a ribbon beneath, also in white, containing in blue the motto of the state, "Union, Justice and Confidence."
- F. "United States Flag" means the flag of the United States as defined in 4 U.S.C. §§ 1-2 as thirteen horizontal stripes, alternate red and white. The union of the flag shall be fifty stars, white in a blue field.

Section 3:

- A. The United States Flag shall be flown daily from sunrise to sunset by public departments and institutions of the State.
- B. When a patriotic effect is desired, the United States Flag may be displayed 24 hours a day if properly illuminated during the hours of darkness.
- C. When flags are flown from adjacent halyards, flagpoles, or flagstaffs that are of equal height no flag may be placed to the United States Flag's right.
- D. When the halyards, flagpoles, or flagstaffs are not the same height, the United States flag should be at the center and at the highest point of the group. The flag of the United States should be hoisted first and lowered last.
- E. No flag may be placed above the United States Flag.

Section 4:

- A. The State Flag shall be flown daily from sunrise to sunset by public departments and institutions of the State.

- B. The State Flag may be displayed 24 hours a day if properly illuminated during the hours of darkness.
- C. The State Flag shall be placed to the United States Flag's left or beneath the flag of the United States when flown on the same halyard, flagpole, or flagstaff.

Section 5:

- A. The POW/MIA Flag shall wave from sunrise to sunset each day over the State Capitol.
- B. The POW/MIA Flag may be displayed 24 hours a day if properly illuminated during the hours of darkness.
- C. When flying the POW/MIA Flag on the same flagstaff as the United States Flag, the POW/MIA Flag should fly immediately below the United States flag. However, if the United States Flag and the State Flag will be flown along with the POW/MIA Flag on the same flagstaff, the order from top to bottom should be: the United States Flag, State Flag, then the POW/MIA Flag.
- D. When flags are flown from separate adjacent halyards, flagpoles, or flagstaffs that are of equal height the POW/MIA Flag should be on the State Flag's left.

Section 6:

- A. Flags should be of approximately equal size.
- B. When a flag is in such condition that it is no longer a fitting emblem for display, it should be destroyed in a dignified way, preferably by burning.
- C. Flags should not be displayed on days when the weather is inclement, except when an all-weather flag is displayed.
- D. Flags should be hoisted briskly and lowered ceremoniously.

Section 7:

- A. Except as provided herein, only flags specifically adopted or recognized by Louisiana State Law shall be flown by departments, commissions, boards, agencies, and officers of the State.
- B. In addition to flags specifically recognized by Louisiana State Law, the following flags may be flown by executive branch agencies and offices:
 - a. Military Flags of the Armed Forces
 - b. Louisiana National Guard Flags
 - c. The Flags of Louisiana

- d. An official flag of a state department, university, or agency that contains the name or symbol of the state department, university, or agency.

Section 8:

- A. The United States Flag, when flown at half-staff, should be first hoisted to the peak for an instant and then lowered to the half-staff position. The flag should be again raised to the peak before it is lowered for the day.
- B. The flag shall be flown at half-staff upon the order of the Governor of the State of Louisiana.
- C. On Memorial Day all state buildings flying the flag of the United States of America shall display the flag at half-staff until noon and shall thereafter raise the flag to the top of the staff.
- D. The Honor and Remember Flag shall be displayed over the State Capitol on the following days:
- a. Memorial Day, the last Monday in May, and
 - b. Veterans Day, November 11.

Section 9:

- A. All departments, commissions, boards, agencies, and officers of the state, or any political subdivision thereof, are authorized and directed to cooperate in the implementation of this Order.
- B. This Order is effective upon signature and shall remain in effect until amended, modified, terminated, or rescinded by the Governor, or terminated by operation of law.



IN WITNESS WHEREOF, I have set my hand officially and caused to be affixed the Great Seal of Louisiana in the City of Baton Rouge, on this 14th day of June, 2024.


Jeff Landry
GOVERNOR OF LOUISIANA

ATTEST BY THE
SECRETARY OF STATE


Nancy Landry
SECRETARY OF STATE



Board of Supervisors

REPORTS TO THE BOARD

BOARD OF SUPERVISORS MEETING | JUNE 28, 2024



Finance & Administration

Report to the Board
June 28, 2024
Affiliated Entities Reimbursements Report

The Louisiana Code of Governmental Ethics prohibits public servants from receiving anything of economic value from a source other than the governmental entity for the performance of official duties and responsibilities or services substantially related to public duties. However, the law allows public employees to receive supplementary compensation or benefits from alumni associations or foundations recognized by the Board. Louisiana Revised Statute (LA RS) 17:3390 requires that any request for payment over \$1,000 for any single transaction to, or on behalf of, a public employee by a nonprofit organization shall be approved in writing by the appropriate higher education management board in accordance with written policies and procedures. The updated Uniform Affiliation Agreement adopted by LSU affiliates in 2020 outlines the provisions for compliance. Below is a summary table of reimbursements by Affiliated Entity for the third quarter of FY 2024. The Appendix includes more detailed information on each reimbursement.

Reimbursements Greater than \$1,000 by Affiliated Entity

	Quarter Ending 03/31/2024	
	Number of Payments	Total Reimbursements
Louisiana 4-H Foundation	1	\$ 6,273
LSU Alumni Association	0	\$ -
LSU Foundation	87	\$ 186,263
LSU Health Care Services Foundation	0	\$ -
LSU Health Foundation - New Orleans	62	\$ 174,641
LSU Health Sciences Foundation - Shreveport	23	\$ 61,663
LSU Healthcare Network	1	\$ 1,886
LSU Medical School Alumni Association	0	\$ -
LSU Research Foundation	3	\$ 12,814
LSUA Foundation	25	\$ 76,154
LSUE Foundation	0	\$ -
LSUS Alumni Association	0	\$ -
LSUS Foundation	6	\$ 9,290
Pennington Biomedical Research Foundation	4	\$ 16,181
Tiger Athletic Foundation	36	\$ 96,082

Affiliate: LSU 4-H Foundation

Payee Name	Payment Date	Amount	Purpose
Esther Boe	1/23/2024	\$6,273.20	Airline Tickets for a group attending the Ignite Conference
		<hr/>	
		\$6,273.20	

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Foundation

Payee Name	Payment Date	Amount	Purpose
Aaron Sheehan-Dean	3/28/2024	\$1,719.32	Travel to UGA Grad Student History Conference
Angela Jenee Slocum	1/31/2024	\$3,137.33	Travel Expenses DC Mardi Gras
AOPCS.INC	2/27/2024	\$5,714.00	Travel Expenses DC Mardi Gras-Various Employees Including President Tate
Beatrice Summer Chand	1/23/2024	\$1,029.66	Conference Travel Washington, DC
Bulent Unel	2/26/2024	\$1,128.94	Submission Fees and Research Supplies
Caprice Roberts	1/22/2024	\$2,243.48	Conference Travel Washington, DC
Catherine Deibel	3/8/2024	\$1,000.00	Rainmakers Employee Award
Christine Lattin	3/8/2024	\$1,000.00	Rainmakers Employee Award
Christopher Drew	3/25/2024	\$2,441.09	Travel Expenses Night Media Forum Miami
Cindy Carter	3/28/2024	\$1,402.13	Travel Expenses South By Southwest Conference Austin TX
City Club of Baton Rouge	3/20/2024	\$1,025.50	Membership Dues and Business Meetings Provost Haggerty
Daniel E. Keniston	2/27/2024	\$1,417.54	Travel Expenses Research TN
Dennis Jesse	2/28/2024	\$3,655.42	Performance Fees
Don Zhang	3/8/2024	\$1,000.00	Rainmakers Employee Award
Dyslexia Resource Center	2/9/2024	\$10,000.00	Training and Materials for 5 Lab School Employees
Gregory T Payne	2/2/2024	\$2,378.02	Interviewing Expenses
Gretchen Karcher Morga	1/5/2024	\$4,522.21	Bacchus Ball Stewardship Trip Expenses
Gretchen Karcher Morga	2/20/2024	\$6,821.47	Winter 2024 Vet Conference Expenses
Hilary Hughes	3/26/2024	\$2,000.00	Data Extraction for Dr. Tommy Phillips Research Project
Hyojung Park	2/13/2024	\$1,242.92	Supplies and Membership Dues
James C Garand	1/23/2024	\$4,460.47	Award Dinner Celebration
John Maxwell Hamilton	1/24/2024	\$1,615.42	Travel to Washington DC for Research
John Walters	3/11/2024	\$1,287.34	LA Senate Dinner hosted by John Walters
Jorge Pullin	3/22/2024	\$2,267.57	Open Access Fee for Universe Journal
Kathleen Searles	2/23/2024	\$1,041.20	Conference Travel San Francisco
Kathleen Searles	3/8/2024	\$1,000.00	Rainmakers Employee Award
Keith B. Hall	2/21/2024	\$2,146.85	Travel Expenses for Various Seminars Houston TX
Keith B. Hall	3/1/2024	\$1,233.37	Travel to attended Institute for Energy Law 2024 Houston TX

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Foundation

Payee Name	Payment Date	Amount	Purpose
Keith B. Hall	3/14/2024	\$1,199.92	Travel to attend Foundation for Natural Resources and Energy Law Special Institute Houston TX
Kimberly Bissell	2/23/2024	\$1,624.00	Data Retrieval
Kimberly Bissell	3/19/2024	\$1,875.00	Data Retrieval for Book Project
Lindsay Schellhaas	2/29/2024	\$1,025.00	National Boards Reimbursement
Lisa Avalos	1/23/2024	\$1,610.93	Conference Travel Washington, DC
LSU Accounting Service	2/28/2024	\$1,100.75	James Spencer Travel Expenses Academic Trip CT
LSU Accounting Service	1/31/2024	\$1,300.06	Travel Expenses for Prof Jon Snow
LSU Accounting Service	1/26/2024	\$1,000.00	Membership Expenses for R. Pace
LSU Accounting Service	3/14/2024	\$1,385.00	Travel Reimb for Ludovico Geymonat international travel Genoa, Italy
LSU Accounting Service	3/18/2024	\$4,832.79	Continuing Education on behalf of Mandi Lopez
Melanie Mironovich	3/18/2024	\$2,250.00	Board Exam Reimbursement
Miaomiao Yu	1/9/2024	\$1,800.00	Purchase of dataset for research purposes
Michael Malisoff	3/8/2024	\$1,000.00	Rainmakers Employee Award
Naci Mocan	3/4/2024	\$4,412.56	International Conference Travel Istanbul, Turkey
Nawar Nayeem	2/27/2024	\$1,500.00	USCIS expediting Fees
Nicholas Bryner	2/2/2024	\$1,824.60	Conference Travel Washington, DC
Nikolaos Davrados	2/26/2024	\$1,765.80	International Travel to attend 2024 Spetses CLE
Ojasvi Dutta	1/29/2024	\$1,889.88	Travel Expenses to Travel to US for Visa Appt
Qiankun Zhou	2/27/2024	\$3,267.85	Research books and International Travel Expenses China
Rafael Orozco	3/8/2024	\$1,000.00	Rainmakers Employee Award
Romano Promotions LLC	3/7/2024	\$2,100.00	Shipyard Jackets for President and Board Members
Sadie D. Wilks	3/28/2024	\$2,861.39	Conference Travel Austin TX
Sarah Mathews	2/23/2024	\$6,237.00	Moving Expenses for PHD Student Oluwafemi Bahatunde Adehayo
Soojin Kim	3/28/2024	\$1,402.13	Conference Travel Austin TX
Sudeh Nemati	2/8/2024	\$3,875.00	Translation and Coding Expenses for PHD Student Soheil Kafillveyjuyeh's proj
Tracy Norton	2/2/2024	\$1,259.91	Conference Travel Washington, DC
Zhixiu Yu	2/27/2024	\$1,500.00	USCIS expediting Fees
Kim Bissell	2/7/2024	\$1,688.30	International Research Travel-Australia
Kim Bissell	2/20/2024	\$2,304.70	International Travel France study abroad program
Michelle Boullion	1/18/2024	\$1,049.72	SHRM Educator Enrollment Fees
Michelle Boullion	2/28/2024	\$2,095.00	SHRM Annual Conference Fees
Megan Broom	2/22/2024	\$1,950.00	Conference Registration on behalf of Louis Gremillion
Monique Cain	1/28/2024	\$1,433.16	Lodging for Monique Cain during DC Mardi Gras.
Marsha Cuddeback	3/27/2024	\$3,005.00	Classroom Equipment

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Foundation

Payee Name	Payment Date	Amount	Purpose
Marsha Cuddeback	2/6/2024	\$1,055.52	Mesh Panel Display Wall
Darla Dao	3/18/2024	\$4,069.60	Kevin Mcpeak, Cain Professor #4 to conduct research at Diamond Light Source, Oxfordshire, United Kingdom. Lodging
Darla Dao	1/30/2024	\$1,994.06	Kevin Mcpeak, Cain Professor 5, lodging for Barcelona, Spain, Research Sabbatical at University of Barcelona.
Darla Dao	1/15/2024	\$1,538.46	Jose Romagnoli, Cain Chair 1 - FIPSE Conf reg fee
Tristyn Meche	2/25/2024	\$2,134.32	Dean's Office Furniture (On Behalf of Dean Bissell)
Tristyn Meche	3/9/2024	\$2,835.50	Office Furniture on Behalf of Dean Bissell
Kelsey Megillian	2/21/2024	\$2,866.32	Hotel Rooms for DC Mardi Gras (Kelsey and Louis Gremillion)
Kathleen Nickerson	1/9/2024	\$1,124.46	Lodging for upcoming International Journalism conference in Perugia, where I am doing lab in the field research.
Kathleen Nickerson	1/9/2024	\$2,393.20	Flight for upcoming trip to IJF in Perugia
Deborah Richards	3/28/2024	\$1,173.00	Flight for President Tate-Women's Basketball Tournament
Amber Salvadras	3/26/2024	\$1,492.29	Taylor Rising Fine Arts Allotment
Amber Salvadras	1/14/2024	\$2,063.19	STEM Pen Project Supplies -Cynthia Riger
Amber Salvadras	2/16/2024	\$1,637.76	Michelle Blanchard Foundation Funded Project
Amber Salvadras	1/5/2024	\$2,051.22	Trisha Fos Foundation Funded Project Lab School
Amber Salvadras	2/20/2024	\$1,124.55	Supplies for Dana Lux Fine Arts
Amber Salvadras	2/14/2024	\$1,688.45	Supplies for Lisa McRoberts Fine Arts
Rachanda Smith	3/25/2024	\$1,020.95	Dr.Eugene Kennedy, Associate Dean in CHSE, traveled to the AERA Conference in Philadelphia, PA. Travel was April 12th-14th, Lodging charge.
Damon Tally	2/8/2024	\$1,702.17	AirBNB deposit for Schladming travel
Damon Tally	1/19/2024	\$1,494.63	Conductor's Art clinician meal with band and orchestra staff
Scott Terrell	3/19/2024	\$1,419.40	Teaching - Sofia, Bulgaria
* Scott Terrell	4/1/2024	\$1,866.10	Teaching - Mid Europe Festival
Sarah Vidrine	2/28/2024	\$2,295.00	SHRM Annual Conference Registration & Membership
* Huili Wang	4/1/2024	\$2,297.90	Research Supplies
Asha Winfield	1/25/2024	\$1,068.00	Hope Hickerson's JMHamilton Fellowship Expenses for interview transcriptions and participant compensation
Bobbi Zaunbrecher	3/19/2024	\$1,500.00	Daphne James/PLANC conference
* Reported in Q3, meant for Q4, will not report twice.		\$186,262.75	

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Health Foundation - New Orleans

<i>Payee Name</i>	<i>Payment Date</i>	<i>Amount</i>	<i>Purpose</i>
Catherine Hudson	1/4/2024	\$1,011.48	Meals & Recruitment
Jayne Weiss MD	1/4/2024	\$1,050.00	Professional Dues & Licenses
John England MD	1/4/2024	\$4,650.99	Meals & Recruitment
Micelle Haydel MD	1/4/2024	\$3,477.03	Academic Supplies & Materials
Patricia Molina MD	1/4/2024	\$1,248.00	Meals & Recruitment
Piotr Olejniczak MD	1/4/2024	\$1,858.33	Travel & Continuing Education
Ravi Rajendra MD	1/4/2024	\$2,072.12	Travel & Continuing Education
Rutledge Carter Clement	1/4/2024	\$1,746.37	Meals & Recruitment
Fred McMullen	1/9/2024	\$1,125.00	Travel & Continuing Education
Julio Figueroa MD	1/9/2024	\$8,827.55	Meals & Recruitment
Nicolas G Bazan MD	1/9/2024	\$7,692.80	Meals & Recruitment
Stephanie Kleehammer	1/9/2024	\$9,525.54	Meals & Recruitment
Ben Lousteau	1/12/2024	\$2,800.00	Meals & Recruitment
Paul Fidel	1/12/2024	\$1,546.73	Meals & Recruitment
Pamela Galindo	1/18/2024	\$1,079.53	Meals & Recruitment
Tweed Jeffries LLC	1/18/2024	\$23,500.00	Professional Dues & Licenses
Jonathan Abraham MD	1/23/2024	\$1,533.00	Travel & Continuing Education
Juzar Ali MD	1/23/2024	\$1,126.24	Meals & Recruitment
Rutledge Carter Clement	1/23/2024	\$1,173.33	Academic Supplies & Materials
ADFM	1/26/2024	\$1,508.00	Professional Dues & Licenses
Frank Smart MD	1/26/2024	\$1,155.00	Professional Dues & Licenses
Mohamad Masoumy MD	1/26/2024	\$1,534.80	Meals & Recruitment
Sukanthini Subbiah	1/26/2024	\$1,806.59	Travel & Continuing Education
Daniel Nuss MD	1/31/2024	\$2,535.75	Meals & Recruitment
Danielle McMechan	1/31/2024	\$2,362.34	Travel & Continuing Education
Stephen Hernandez MD	1/31/2024	\$3,579.44	Meals & Recruitment
Dijana Elmejdoubi	2/6/2024	\$1,633.58	Travel & Continuing Education
Gabriel Tender MD	2/6/2024	\$1,948.22	Meals & Recruitment
Mark Odom	2/6/2024	\$1,280.61	Travel & Continuing Education
Srikanth Mudiganty	2/6/2024	\$2,747.01	Travel & Continuing Education
Alex Ehrlich	2/14/2024	\$1,620.00	Travel & Continuing Education

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Health Foundation - New Orleans

<i>Payee Name</i>	<i>Payment Date</i>	<i>Amount</i>	<i>Purpose</i>
Christopher Schmidt	2/14/2024	\$2,646.51	Travel & Continuing Education
Georgios Kogias	2/14/2024	\$3,137.65	Travel & Continuing Education, Professional Dues & Licenses
Joseph Clay Adams	2/14/2024	\$1,399.96	Travel & Continuing Education
Kirby Moore Jones	2/14/2024	\$2,646.51	Travel & Continuing Education
Sydney Smith	2/14/2024	\$1,399.96	Travel & Continuing Education
Gary Glynn MD	2/20/2024	\$5,237.37	Meals & Recruitment
Juzar Ali MD	2/20/2024	\$3,413.37	Professional Dues & Licenses
Adriana Wilson	2/23/2024	\$5,950.00	Travel & Continuing Education
Deanna Huffman	2/23/2024	\$1,211.59	Travel & Continuing Education
Edward Trapido	2/23/2024	\$2,500.00	Meals & Recruitment
Edwin Murray	2/23/2024	\$1,587.84	Travel & Continuing Education
Kelli McMichael Gerkin	2/23/2024	\$2,244.50	Travel & Continuing Education
Amit Chawla MD	2/29/2024	\$3,545.34	Meals & Recruitment
Blake Savoie	3/5/2024	\$1,760.31	Academic Supplies & Materials
Christopher Marrero MD	3/5/2024	\$2,817.78	Travel & Continuing Education
F Thomas Giacona	3/8/2024	\$3,806.53	Academic Supplies & Materials
Tiffany Wesley Ardoin	3/8/2024	\$1,003.16	Travel & Continuing Education
Vinod Dasa MD	3/8/2024	\$2,509.59	Travel & Continuing Education
Karen Bruggers	3/13/2024	\$1,074.24	Travel & Continuing Education
Kelsey Doguet	3/13/2024	\$1,458.93	Meals & Recruitment
Sven Oertel	3/19/2024	\$1,956.21	Travel & Continuing Education
Alexandra Geiger	3/22/2024	\$1,267.00	Travel & Continuing Education
Bryan Pearson	3/22/2024	\$2,054.75	Travel & Continuing Education
Haley Caire	3/22/2024	\$1,267.00	Travel & Continuing Education
Hannah Kovar	3/22/2024	\$1,267.00	Travel & Continuing Education
Jaime Alleyn MD	3/22/2024	\$1,661.89	Travel & Continuing Education
Krystal Lockhart	3/22/2024	\$1,255.29	Travel & Continuing Education
Randal Comeaux	3/22/2024	\$1,376.37	Travel & Continuing Education
Robert Maupin MD	3/22/2024	\$4,260.19	Travel & Continuing Education
Rosemary Prejean	3/22/2024	\$1,267.00	Travel & Continuing Education

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Health Foundation - New Orleans

<i>Payee Name</i>	<i>Payment Date</i>	<i>Amount</i>	<i>Purpose</i>
Nicolas G Bazan MD	3/27/2024	\$4,902.00	Meals & Recruitment
		<hr/>	
		\$174,641.22	

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Health Sciences Foundation - Shreveport

Payee Name	Payment Date	Amount	Purpose
Amey Savardekar	3/19/2024	\$1,848.64	Travel & CME
Amey Savardekar	3/19/2024	\$2,551.12	Travel & CME
Amy Saucier	3/8/2024	\$1,377.37	Meals & Lecture Expense
Andrew Zhang	1/19/2024	\$2,460.94	Travel & CME
Bharat Guthikonda	1/30/2024	\$9,000.00	Meals & Lecture Expense
Brad Chauvin	1/25/2024	\$3,399.15	Travel & CME
Caitlin Busada	3/19/2024	\$1,725.00	Travel & CME
Cherie-Ann Nathan, MD	1/19/2024	\$3,121.12	Meals & Lecture Expense
Christina Dominique	2/7/2024	\$1,184.61	Meals & Lecture Expense
Christina Notarianni	3/1/2024	\$4,645.91	Travel & CME
Dani G. Zoorob, MD	2/7/2024	\$3,782.94	Meals & Lecture Expense
Gary V. Burton, MD	2/7/2024	\$1,166.52	Meals & Lecture Expense
Giovanni Solitro	1/19/2024	\$1,422.63	Travel & CME
Heather Steckenrider	1/30/2024	\$1,000.00	Travel & CME
Joshua Twito	2/7/2024	\$1,169.07	Travel & CME
Karl Bilderback	1/25/2024	\$1,438.90	Travel & CME
Kenneth McMartin	3/19/2024	\$3,000.00	Meals & Lecture Expense
Kevin McCarthy	1/19/2024	\$1,008.00	Meals & Lecture Expense
Patrick Massey	1/19/2024	\$3,420.86	Travel & CME
Richard Harrell, MD	1/19/2024	\$1,200.46	Travel & CME
Richard Shane Barton	3/1/2024	\$4,500.00	Meals & Lecture Expense
Richard Shane Barton	1/19/2024	\$5,783.02	Meals & Lecture Expense
Zonara Asghar	1/19/2024	\$1,456.35	Travel & CME
		<hr/>	
		\$61,662.61	

Affiliate: Healthcare Network

Payee Name	Payment Date	Amount	Purpose
Ben Lousteau	1/19/2024	\$1,886.37	Meals & recruitment
		<hr/>	
		\$1,886.37	

Affiliate: LSU Research Foundation

Payee Name	Payment Date	Amount	Purpose
Elahe Russell	1/5/2024	\$4,271.26	Salary & Fringe
Elahe Russell	2/14/2024	\$4,271.26	Salary & Fringe
Elahe Russell	3/6/2024	\$4,271.26	Salary & Fringe
		<hr/>	
		\$12,813.78	

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSUA Foundation

<i>Payee Name</i>	<i>Payment Date</i>	<i>Amount</i>	<i>Purpose</i>
Chase Dyess	1/31/2024	\$3,561.15	Salary Support
Chase Dyess	2/29/2024	\$3,561.15	Salary Support
Chase Dyess	3/31/2024	\$3,561.15	Salary Support
Eric Alai	1/31/2024	\$1,333.33	Professorship Stipend
Eric Alai	2/29/2024	\$1,333.33	Professorship Stipend
Eric Alai	3/31/2024	\$1,333.33	Professorship Stipend
Randall Dupont	1/31/2024	\$1,971.67	State Portion Chair Salary
Randall Dupont	2/29/2024	\$1,971.67	State Portion Chair Salary
Randall Dupont	3/31/2024	\$1,971.67	State Portion Chair Salary
Randall Dupont	1/31/2024	\$945.00	Private Portion Chair Salary
Randall Dupont	2/29/2024	\$945.00	Private Portion Chair Salary
Randall Dupont	3/31/2024	\$945.00	Private Portion Chair Salary
Patrick Hunter	1/31/2024	\$3,888.89	Chair Salary
Patrick Hunter	2/29/2024	\$3,888.89	Chair Salary
Patrick Hunter	3/31/2024	\$3,888.89	Chair Salary
Beverly Alwell	1/31/2024	\$9,107.78	Salary Support
Beverly Alwell	2/29/2024	\$9,107.78	Salary Support
Beverly Alwell	3/31/2024	\$9,107.78	Salary Support
Tanya Leuder	1/31/2024	\$2,500.00	Reimb. For BellAVR Reg. Fee
Jeremy Simmons	2/29/2024	\$1,000.95	Reimb. For LaCarte Charges
Melinda Anderson	2/29/2024	\$1,839.22	Reimb. Washington Mardi Gras
Elizabeth Azua	3/31/2024	\$1,858.00	SoTL Commons Conf. Feb. 24
Ethan Lipsey	3/31/2024	\$2,704.10	First Year Experience Conf. Feb. 24
Adena Lejeune	3/21/2024	\$2,217.38	Forensic Accounting Conf. Mar. 24
Nina Cox	3/31/2024	\$1,610.79	Reimb. Expenses - trip to Tokyo, Japan, and Hanoi, Vietnam
		\$76,153.90	

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSUS Foundation

Payee Name	Payment Date	Amount	Purpose
Dellanee Wade	01/03/2024	\$1,000.00	Reimbursement - Mentor for Cohort grant from Beard Foundation
Charles Thompson III	02/11/2024	\$1,125.00	Reimbursement for Clarks Hill housing
Amy Erickson	02/20/2024	\$1,245.44	Reimbursement for Conference materials and supplies for teaching and research
Dalila Salazar	2/26/2024	\$1,272.48	Reimbursement for International Experience Dinner and reimbursement for Office inventory
David Blackburn	03/04/2024	\$1,500.00	Reimbursement: Honorarium and travel reimbursement for delivering a keynote address at a conference co-hosted by LSUS
Mary Lois White	3/26/2024	\$3,147.50	Reimbursement for North Louisiana Economic Partnership sponsorship (business event) and reimbursement for Jim Bynum's AACSB ICAM 2024 registration and Reimbursement for College's dues to Southern Business Administration Association
		<hr/>	
		\$9,290.42	

Affiliate: Pennington Biomedical Research Foundation

<i>Payee Name</i>	<i>Payment Date</i>	<i>Amount</i>	<i>Purpose</i>
Dr. Catherine Champagne	1/29/2024	\$5,411.39	Expenses for meetings/conferences
Dr. Catherine Champagne	3/14/2024	\$5,851.31	Expenses for meetings/conferences
John Kirwan	3/14/2024	\$3,471.39	Travel Expenses for meetings/conferences
Peter Katzmarzyk	2/23/2024	\$1,446.49	Travel Expenses for meetings/conferences
		<hr/>	
		\$16,180.58	

Appendix: Affiliated Entities Reimbursement Details

Affiliate: TAF

Payee Name	Payment Date	Amount	Purpose
Andy Ponce de Leon	2/1/2024	\$11,700.00	Pit-N-Peel: Catering for meet management workers for High School Classic
Katie Copeland	2/1/2024	\$148.10	Home Depot: white duct tape for competition
Katie Copeland	2/1/2024	\$1,819.48	Shutterfly: Photo calendar for booster club members
Katie Copeland	2/6/2024	\$4,144.80	RMP Graphics - booster club apparel
Katie Copeland	2/6/2024	\$3,898.25	RMP Graphics - booster club apparel
Katie Copeland	2/29/2024	\$4,908.70	Food & tailgate items for Alumni Weekend
Katie Copeland	2/29/2024	\$3,716.99	Drakes: Pre-meet event for Auburn
Katie Copeland	3/7/2024	\$5,689.37	Drakes: Post-meet event for Alumni Weekend
Katie Copeland	3/27/2024	\$6,494.56	Smoothie King Center: Booster club tailgate party for SEC Gymnastics Meet
Katie Copeland	3/27/2024	\$6,785.13	Airbnb: house rental for team retreat
Quinlan Duhon	2/1/2024	\$3,504.81	Alpha Lit, BBQ: Decorations and food for Meet and Greet
Quinlan Duhon	2/21/2024	\$597.25	Caliente: Meal for working staff at LSU Invitational
Quinlan Duhon	2/21/2024	\$416.08	Janson's Deli: Meal for working staff at LSU Invitational
Quinlan Duhon	3/6/2024	\$2,166.99	Meals for Working staff of the Purple & Gold Challenge
Quinlan Duhon	3/18/2024	\$2,194.18	Walk-On's: Alumni tailgate party
Scott Woodward	1/23/2024	\$1,839.30	Reimburse for Baton Rouge Country Club November-December 2023 dues for Scott Woodward per section 5.A of his employment contract
Scott Woodward	3/26/2024	\$1,872.28	Reimburse for Baton Rouge Country Club January-February 2024 dues for Scott Woodward per section 5.A of his employment contract
University Club	2/23/2024	\$940.08	Membership dues for Paul Mainieri during the months of Jan.- March 2024
University Club	2/24/2024	\$1,019.25	Membership dues for Russell Brock during the months of Jan.- March 2024
University Club	2/25/2024	\$2,038.50	Membership dues for Jay Clark and D-D Breaux during the months of Jan.- March 2024
University Club	2/26/2024	\$1,019.25	Membership dues for Matt McMahon during the months of Jan.- March 2024
University Club	2/27/2024	\$1,019.25	Membership dues for Sian Hudson during the months of Jan.- March 2024
University Club	2/28/2024	\$1,019.25	Membership dues for Rick Bishop during the months of Jan.- March 2023
University Club	2/29/2024	\$2,038.50	Membership dues for Danny Bryan and Taylor Fogleman during the months of Jan.- March
University Club	3/1/2024	\$2,038.50	Membership dues for Dan Gaston and Micki Collins during the months of Jan.- March 2024
University Club	3/2/2024	\$4,077.00	Membership dues for Brian Kelly & Coaches TBD during the months of Jan.- March 2024
University Club	3/20/2024	\$940.08	Membership dues for Paul Mainieri during the months of Apr. - June 2024
University Club	3/20/2024	\$1,019.25	Membership dues for Russell Brock during the months of Apr. - June 2024
University Club	3/20/2024	\$2,038.50	Membership dues for Jay Clark and D-D Breaux during the months of Apr. - June 2024
University Club	3/20/2024	\$1,019.25	Membership dues for Matt McMahon during the months of Apr. - June 2024
University Club	3/20/2024	\$1,019.25	Membership dues for Sian Hudson during the months of Apr. - June 2024
University Club	3/20/2024	\$1,019.25	Membership dues for Rick Bishop during the months of Apr. - June 2023
University Club	3/20/2024	\$2,038.50	Membership dues for Danny Bryan and Taylor Fogleman during the months of Apr. - June
University Club	3/20/2024	\$2,038.50	Membership dues for Dan Gaston and Micki Collins during the months of Apr. - June 2024
University Club	3/22/2024	\$5,176.50	Membership dues for Brian Kelly, Blake Baker, & Coaches TBD during the months of Apr. -
Verge Ausberry	2/1/2024	\$2,666.71	Washington Mardi Gras travel expenses
		<u>\$96,081.64</u>	

LSU
Deposit and Collateral Report
March 31, 2024

Deposits Requiring Posting of Collateral:	Demand Deposit Sweep/MMA Repurchase	Certificates of Deposit	Total Deposits in Financial Institutions	Collateral (1)
LSU A&M, LSU Alexandria, LSU Eunice, LSU Shreveport, and LSU Health New Orleans				
Chase - LSU, Health Plan Premium	\$ 143,133,428		\$ 143,133,428	\$ 196,376,453
Cottonport Bank - LSU Ag Center	4,854,517		\$ 4,854,517	4,956,021
Capital One - LSU-A	19,562,773		\$ 19,562,773	19,562,773
St. Landry Bank - LSU-E	646,311		\$ 646,311	1,802,950
Campus Federal Credit Union - LSU-S		\$ 101,303	\$ 101,303	250,000
Capital One - LSU-S	46,200,737		\$ 46,200,737	46,869,752
Chase - HSCNO	167,880,147	18,600	\$ 167,898,747	197,082,518
Total	\$ 382,277,913	\$ 119,903	\$ 382,397,816	\$ 466,900,467
LSU Health Shreveport				
JPMC-Shreveport	\$ 89,689,105		\$ 89,689,105	\$ 111,615,801
JPMC-Shreveport Endowment Fds	1,769,383		1,769,383	
Total	\$ 91,458,488	\$ -	\$ 91,458,488	\$ 111,615,801
LSU Health Care Services Division				
JP Morgan Chase (HCSD)	\$ 94,370,661		\$ 94,370,661	\$ 133,888,497
Capital One (MCLNO Trust Fund)	5,659,202		\$ 5,659,202	5,897,639
Total	\$ 100,029,863	\$ -	\$ 100,029,863	\$ 139,786,136
Total Requiring Collateral	\$ 573,766,264	\$ 119,903	\$ 573,886,167	\$ 718,302,404
Deposits In Trust or Federal Obligations Not Requiring Collateral				
Federated Money Markets	\$ 9,615,265		\$ 9,615,265	
Federated Funds-Treas. Oblig. (2)	7,817,188		\$ 7,817,188	
Total	\$ 17,432,453	\$ -	\$ 17,432,453	
Total Deposits	\$ 591,198,717	\$ 119,903	\$ 591,318,620	

- (1) Collateral amounts include FDIC coverage of \$250,000 on Demand Deposits, \$250,000 on CD's and \$250,000 by the National Credit Union Share Insurance Fund on deposits with Campus Federal Credit Union.
- (2) One Group & Federated Funds are no-load, open ended mutual funds investing in U.S. Treasury obligations.

LSU
Investment Summary
March 31, 2024

Fund Description	As of 7/1/2023	As of 9/30/2023		As of 12/31/2023		As of 3/31/2024		As of 06/30/2024	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value
Current Funds									
Cash/Sweeps	\$401,144,460	\$528,798,984	\$528,798,984	\$467,698,460	\$467,698,460	\$566,337,679	\$566,337,679	\$0	\$0
Money Market Accounts/Repos	\$2,472,544	\$1,269,169	\$1,269,169	\$4,788,277	\$4,788,277	\$6,637,322	\$6,637,322	\$0	\$0
Certificates of Deposit	\$100,975	\$100,984	\$100,984	\$101,304	\$101,304	\$101,303	\$101,303	\$0	\$0
Treasury Notes	\$60,289,099	\$67,892,292	\$63,312,918	\$90,454,735	\$90,086,864	\$93,910,498	\$92,756,064	\$0	\$0
CMO's	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Agency Securities	\$115,056,924	\$137,193,831	\$110,552,134	\$129,621,052	\$110,258,881	\$125,066,002	\$104,253,561	\$0	\$0
Mortgaged Backed Securities	\$3,182,656	\$19,633,568	\$18,842,665	\$19,546,540	\$19,569,633	\$19,195,881	\$19,153,410	\$0	\$0
Equity Securities	\$86,547	\$0	\$96,315	\$0	\$101,245	\$0	\$113,462	\$0	\$0
Municipal Bonds	\$169,963,432	\$231,924,804	\$185,890,241	\$219,385,984	\$185,896,307	\$228,903,469	\$197,694,276	\$0	\$0
Corporate Bonds	\$274,503,773	\$324,203,753	\$274,795,135	\$316,142,524	\$282,416,723	\$304,541,970	\$271,344,480	\$0	\$0
Total	\$1,026,800,410	\$1,311,017,385	\$1,183,658,545	\$1,247,738,876	\$1,160,917,694	\$1,344,694,124	\$1,258,391,557	\$0	\$0
Endowment Funds									
Cash/Sweeps	\$3,868,729	\$845,612	\$845,612	\$788,244	\$788,244	\$1,769,383	\$1,769,383	\$0	\$0
Money Market Accounts/Repos	\$1,064,161	\$377,327	\$377,327	\$584,514	\$584,514	\$826,290	\$826,290	\$0	\$0
Certificates of Deposit	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$0	\$0
Agency Securities	\$2,028,457	\$2,481,905	\$1,935,001	\$2,481,905	\$2,069,832	\$2,449,194	\$2,044,023	\$0	\$0
Mortgaged Backed Securities	\$948,575	\$985,736	\$931,033	\$998,518	\$949,660	\$960,479	\$910,593	\$0	\$0
Equity Securities	\$9,517,525	\$4,496,352	\$9,185,173	\$4,496,352	\$10,153,221	\$4,496,352	\$10,945,745	\$0	\$0
Mutual Funds	\$75,797,920	\$74,477,431	\$73,883,043	\$75,812,938	\$80,226,286	\$73,919,408	\$79,130,575	\$0	\$0
Municipal Bonds	\$3,133,144	\$4,008,609	\$2,976,986	\$3,993,125	\$3,147,989	\$3,888,614	\$3,152,348	\$0	\$0
Corporate Bonds	\$8,176,112	\$10,339,867	\$9,010,444	\$10,339,867	\$9,477,621	\$10,131,650	\$9,415,459	\$0	\$0
Total	\$104,553,223	\$98,031,439	\$99,163,220	\$99,514,063	\$107,415,967	\$98,459,970	\$108,213,016	\$0	\$0
Other Funds									
Cash/Sweeps	\$5,572,032	\$5,645,384	\$5,645,384	\$5,786,509	\$5,786,509	\$5,659,202	\$5,659,202	\$0	\$0
Money Market Accounts/Repos	\$33,663,740	\$9,711,341	\$9,711,341	\$14,850,817	\$14,850,817	\$9,968,841	\$9,968,841	\$0	\$0
Equity Securities	\$531,960	\$0	\$583,197	\$0	\$433,913	\$0	\$576,550	\$0	\$0
Total	\$39,767,732	\$15,356,725	\$15,939,922	\$20,637,326	\$21,071,239	\$15,628,043	\$16,204,593	\$0	\$0
Grand Total	\$1,171,121,365	\$1,424,405,548	\$1,298,761,687	\$1,367,890,265	\$1,289,404,900	\$1,458,782,137	\$1,382,809,166	\$0	\$0
Deposits in Financial Institutions									
Total Cash/Sweeps/MMA/Repos	\$447,785,666	\$546,647,817	\$546,647,817	\$494,496,821	\$494,496,821	\$591,198,717	\$591,198,717	\$0	\$0
Total Certificates of Deposit	\$119,575	\$119,584	\$119,584	\$119,904	\$119,904	\$119,903	\$119,903	\$0	\$0
Total Deposits	\$447,905,241	\$546,767,401	\$546,767,401	\$494,616,725	\$494,616,725	\$591,318,620	\$591,318,620	\$0	\$0
Other Investments									
Treasury Notes	\$60,289,099	\$67,892,292	\$63,312,918	\$90,454,735	\$90,086,864	\$93,910,498	\$92,756,064	\$0	\$0
CMO's	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Agency Securities	\$117,085,381	\$139,675,736	\$112,487,135	\$132,102,957	\$112,328,713	\$127,515,196	\$106,297,584	\$0	\$0
Mortgaged Backed Securities	\$4,131,231	\$20,619,304	\$19,773,698	\$20,545,058	\$20,519,293	\$20,156,360	\$20,064,003	\$0	\$0
Equity Securities	\$10,136,032	\$4,496,352	\$9,864,686	\$4,496,352	\$10,688,379	\$4,496,352	\$11,635,757	\$0	\$0
Mutual Funds	\$75,797,920	\$74,477,431	\$73,883,043	\$75,812,938	\$80,226,286	\$73,919,408	\$79,130,575	\$0	\$0
Municipal Bonds	\$173,096,576	\$235,933,413	\$188,867,227	\$223,379,109	\$189,044,296	\$232,792,083	\$200,846,624	\$0	\$0
Corporate Bonds	\$282,679,885	\$334,543,620	\$283,805,579	\$326,482,391	\$291,894,344	\$314,673,620	\$280,759,939	\$0	\$0
Total Other	\$723,216,124	\$877,638,147	\$751,994,286	\$873,273,540	\$794,788,175	\$867,463,517	\$791,490,546	\$0	\$0
Grand Total	\$1,171,121,365	\$1,424,405,548	\$1,298,761,687	\$1,367,890,265	\$1,289,404,900	\$1,458,782,137	\$1,382,809,166	\$0	\$0
LSU Paid Campuses									
Current Funds									
Cash/Sweeps	\$238,094,623	\$349,485,606	\$349,485,606	\$294,029,971	\$294,029,971	\$382,277,913	\$382,277,913	\$0	\$0
Money Market Accounts/Repos	\$2,472,544	\$1,269,169	\$1,269,169	\$4,788,277	\$4,788,277	\$6,637,322	\$6,637,322	\$0	\$0
Certificates of Deposit	\$100,975	\$100,984	\$100,984	\$101,304	\$101,304	\$101,303	\$101,303	\$0	\$0
Treasury Notes	\$8,714,844	\$9,920,313	\$8,603,906	\$9,920,313	\$8,947,266	\$9,955,154	\$8,862,891	\$0	\$0
CMO's	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Agency Securities	\$106,383,465	\$127,557,347	\$101,952,888	\$127,557,347	\$108,255,044	\$123,024,843	\$102,253,214	\$0	\$0
Mortgaged Backed Securities	\$3,172,212	\$19,622,271	\$18,832,303	\$19,535,386	\$19,559,258	\$19,184,871	\$19,143,127	\$0	\$0
Equity Securities	\$86,547	\$0	\$96,315	\$0	\$101,245	\$0	\$113,462	\$0	\$0
Municipal Bonds	\$154,080,067	\$214,097,580	\$170,135,562	\$214,097,580	\$180,797,374	\$223,644,891	\$192,616,479	\$0	\$0
Corporate Bonds	\$238,861,720	\$288,169,917	\$241,328,627	\$288,528,667	\$256,115,783	\$280,491,041	\$248,587,941	\$0	\$0
Total	\$751,966,997	\$1,010,223,187	\$891,805,360	\$958,558,845	\$872,695,522	\$1,045,317,338	\$960,593,652	\$0	\$0
Endowment Funds									
Money Market Accounts/Repos	\$1,064,161	\$377,327	\$377,327	\$584,514	\$584,514	\$826,290	\$826,290	\$0	\$0
Certificates of Deposit	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$0	\$0
Agency Securities	\$2,028,457	\$2,481,905	\$1,935,001	\$2,481,905	\$2,069,832	\$2,449,194	\$2,044,023	\$0	\$0
Mortgaged Backed Securities	\$948,575	\$985,736	\$931,033	\$998,518	\$949,660	\$960,479	\$910,593	\$0	\$0
Equity Securities	\$9,499,759	\$4,488,702	\$9,169,301	\$4,488,702	\$10,136,084	\$4,488,702	\$10,927,578	\$0	\$0
Municipal Bonds	\$3,133,144	\$4,008,609	\$2,976,986	\$3,993,125	\$3,147,989	\$3,888,614	\$3,152,348	\$0	\$0
Corporate Bonds	\$8,176,112	\$10,339,867	\$9,010,444	\$10,339,867	\$9,477,621	\$10,131,650	\$9,415,459	\$0	\$0
Total	\$24,868,808	\$22,700,746	\$24,418,693	\$22,905,231	\$26,384,300	\$22,763,529	\$27,294,891	\$0	\$0
Other Funds									
Money Market Accounts/Repos	\$24,408,839	\$338,926	\$338,926	\$5,356,794	\$5,356,794	\$353,576	\$353,576	\$0	\$0
Total	\$24,408,839	\$338,926	\$338,926	\$5,356,794	\$5,356,794	\$353,576	\$353,576	\$0	\$0
Grand Total	\$801,244,644	\$1,033,262,858	\$916,562,979	\$986,820,870	\$904,436,616	\$1,068,434,443	\$988,242,119	\$0	\$0

LSU
Investment Summary
March 31, 2024

Fund Description	As of 7/1/2023	As of 9/30/2023		As of 12/31/2023		As of 3/31/2024		As of 06/30/2024	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value
LSU Health Shreveport									
Current Funds									
Cash/Sweeps S.	\$74,535,699	\$87,249,182	\$87,249,182	\$82,882,784	\$82,882,784	\$89,689,105	\$89,689,105		
Cash/Sweeps	\$74,535,699	\$87,249,182	\$87,249,182	\$82,882,784	\$82,882,784	\$89,689,105	\$89,689,105	\$0	\$0
Treasury Notes	\$51,574,255	\$57,971,979	\$54,709,012	\$80,534,422	\$81,139,598	\$83,955,344	\$83,893,173		
Agency Securities	\$8,673,459	\$9,636,484	\$8,599,246	\$2,063,705	\$2,003,837	\$2,041,159	\$2,000,347		
Mortgaged Backed Securities	\$10,444	\$11,297	\$10,362	\$11,154	\$10,375	\$11,010	\$10,283		
Municipal Bonds	\$15,883,365	\$17,827,224	\$15,754,679	\$5,288,404	\$5,098,933	\$5,258,578	\$5,077,797		
Corporate Bonds	\$35,642,053	\$36,033,836	\$33,466,508	\$27,613,857	\$26,300,940	\$24,050,929	\$22,756,539		
Total	\$186,319,275	\$208,730,002	\$199,788,989	\$198,394,326	\$197,436,467	\$205,006,125	\$203,427,244	\$0	\$0
Endowment Funds									
Cash/Sweeps	\$3,868,729	\$845,612	\$845,612	\$788,244	\$788,244	\$1,769,383	\$1,769,383		
Equity Securities	\$17,766	\$7,650	\$15,872	\$7,650	\$17,137	\$7,650	\$18,167		
Mutual Funds	\$75,797,920	\$74,477,431	\$73,883,043	\$75,812,938	\$80,226,286	\$73,919,408	\$79,130,575		
Total	\$79,684,415	\$75,330,693	\$74,744,527	\$76,608,832	\$81,031,667	\$75,696,441	\$80,918,125	\$0	\$0
Grand Total	\$266,003,690	\$284,060,695	\$274,533,516	\$275,003,158	\$278,468,134	\$280,702,566	\$284,345,369	\$0	\$0
LSU HCSD									
Current Funds									
Cash/Sweeps	\$88,514,138	\$92,064,196	\$92,064,196	\$90,785,705	\$90,785,705	\$94,370,661	\$94,370,661		
Total	\$88,514,138	\$92,064,196	\$92,064,196	\$90,785,705	\$90,785,705	\$94,370,661	\$94,370,661	\$0	\$0
Other Funds									
Cash/Sweeps	\$5,572,032	\$5,645,384	\$5,645,384	\$5,786,509	\$5,786,509	\$5,659,202	\$5,659,202		
Money Market Accounts/Repos	\$9,254,901	\$9,372,415	\$9,372,415	\$9,494,023	\$9,494,023	\$9,615,265	\$9,615,265		
Equity Securities	\$531,960	\$583,197	\$583,197	\$433,913	\$433,913	\$576,550	\$576,550		
Total	\$15,358,893	\$15,017,799	\$15,600,996	\$15,280,532	\$15,714,445	\$15,274,467	\$15,851,017	\$0	\$0
Grand Total	\$103,873,031	\$107,081,995	\$107,665,192	\$106,066,237	\$106,500,150	\$109,645,128	\$110,221,678	\$0	\$0
System Total	\$1,171,121,365	\$1,424,405,548	\$1,298,761,687	\$1,367,890,265	\$1,289,404,900	\$1,458,782,137	\$1,382,809,166	\$0	\$0

* Negative balance in the cash/Sweeps section of the current funds does not represent an actual negative bank balance, rather it represents a timing difference of the allocation of the current funds.

** Small endowment funds at LSUS were moved to the LSUS Foundation to accommodate Workday.

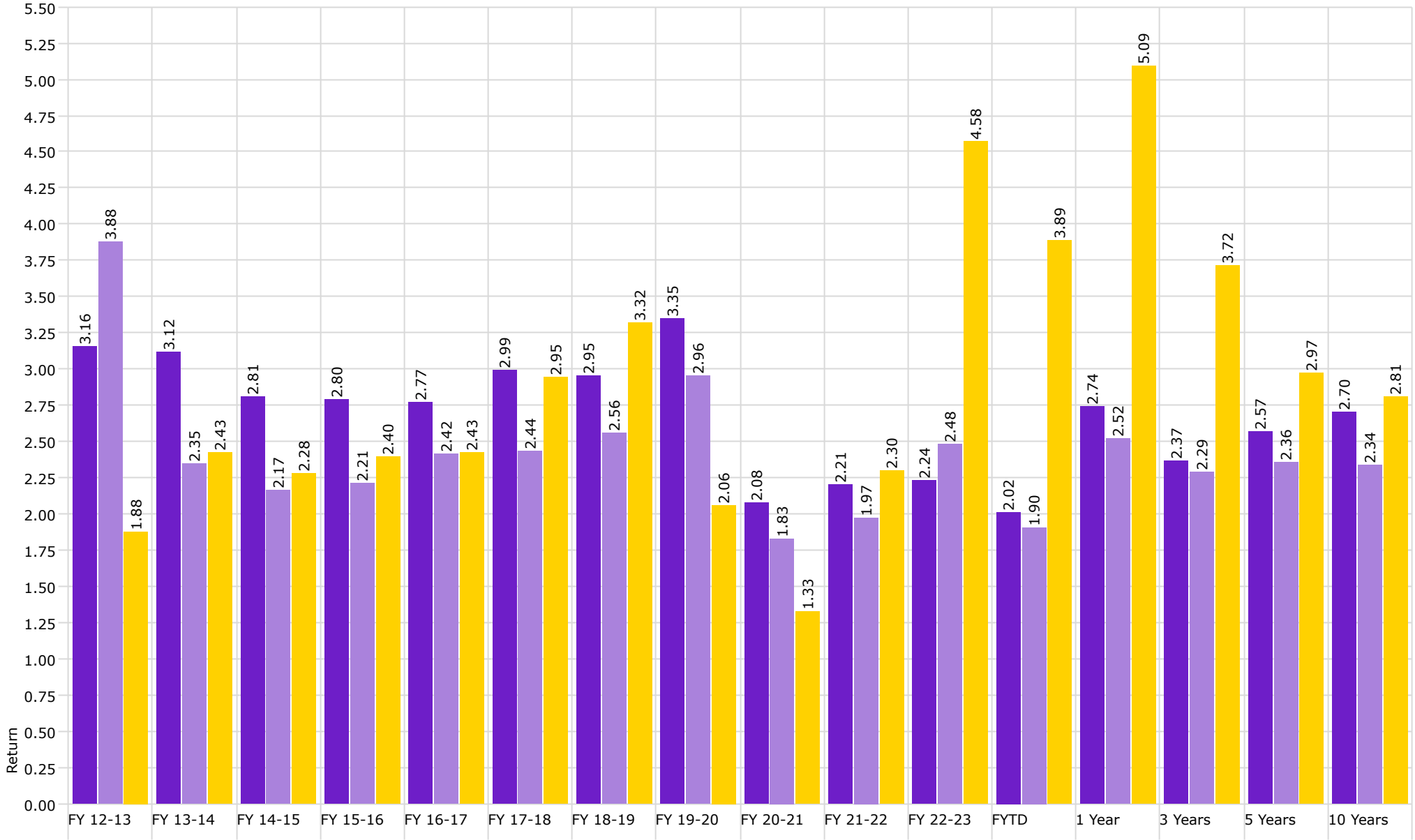
*** LSU Paid Campuses include the following: LSU, LSU Ag Center, LSUA, LSUE, LSUS, LSU Health New Orleans, and the LSU Pennington Biomedical Research Center.

Disclaimer: Pursuant to PM-9, corporate bonds/notes only available for investment beginning 7-1-2011.
Louisiana law provides for restrictions on maturity and allocation and may effect benchmark comparisons.



Investment Management Program
Non Endowed Accounts
Realized Yield

As of 3/31/2024



■ Non Endowed

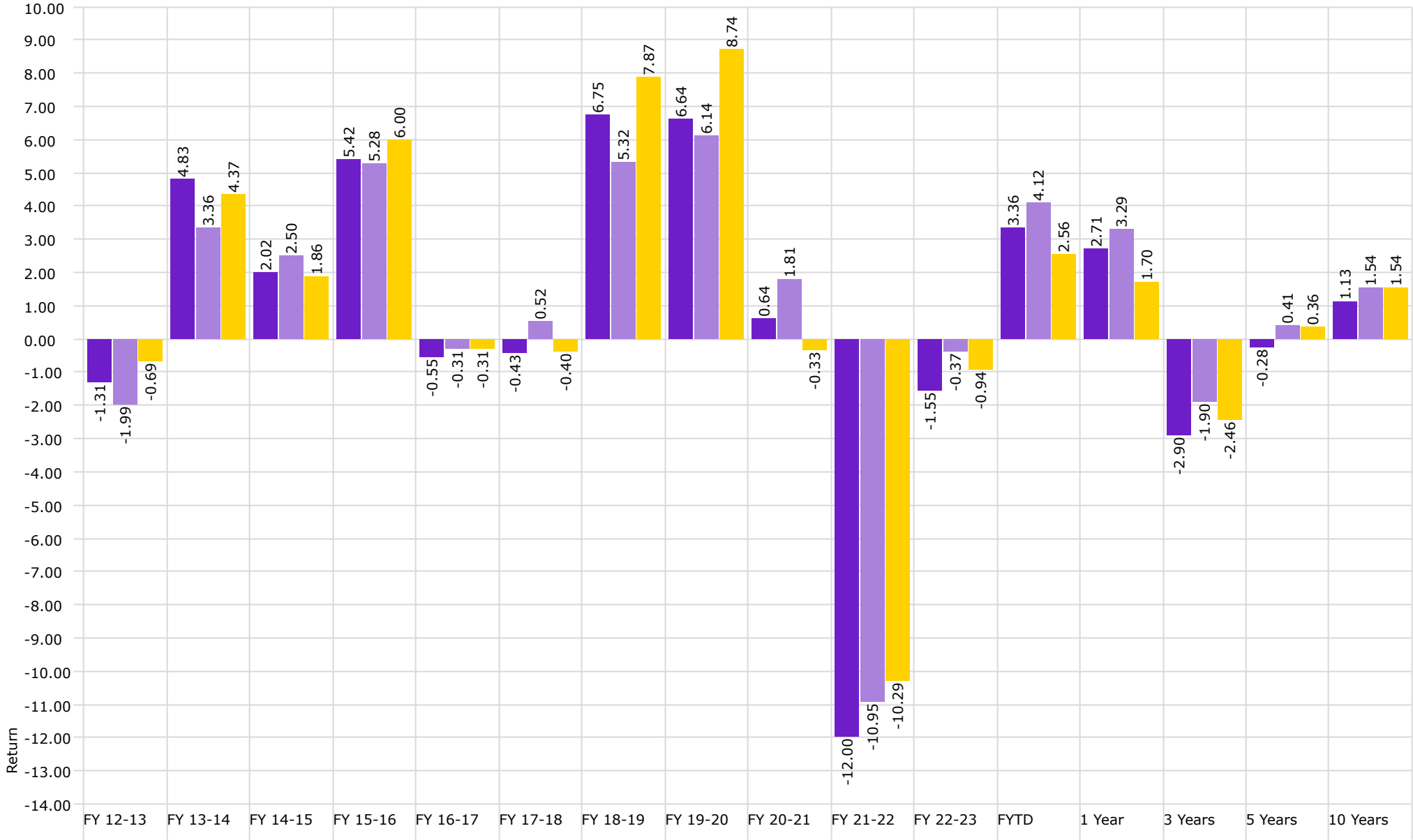
■ Health Plan

■ Barclays Aggregate Bond Index



Investment Management Program Non Endowed Accounts **Total Return**

As of 3/31/2024



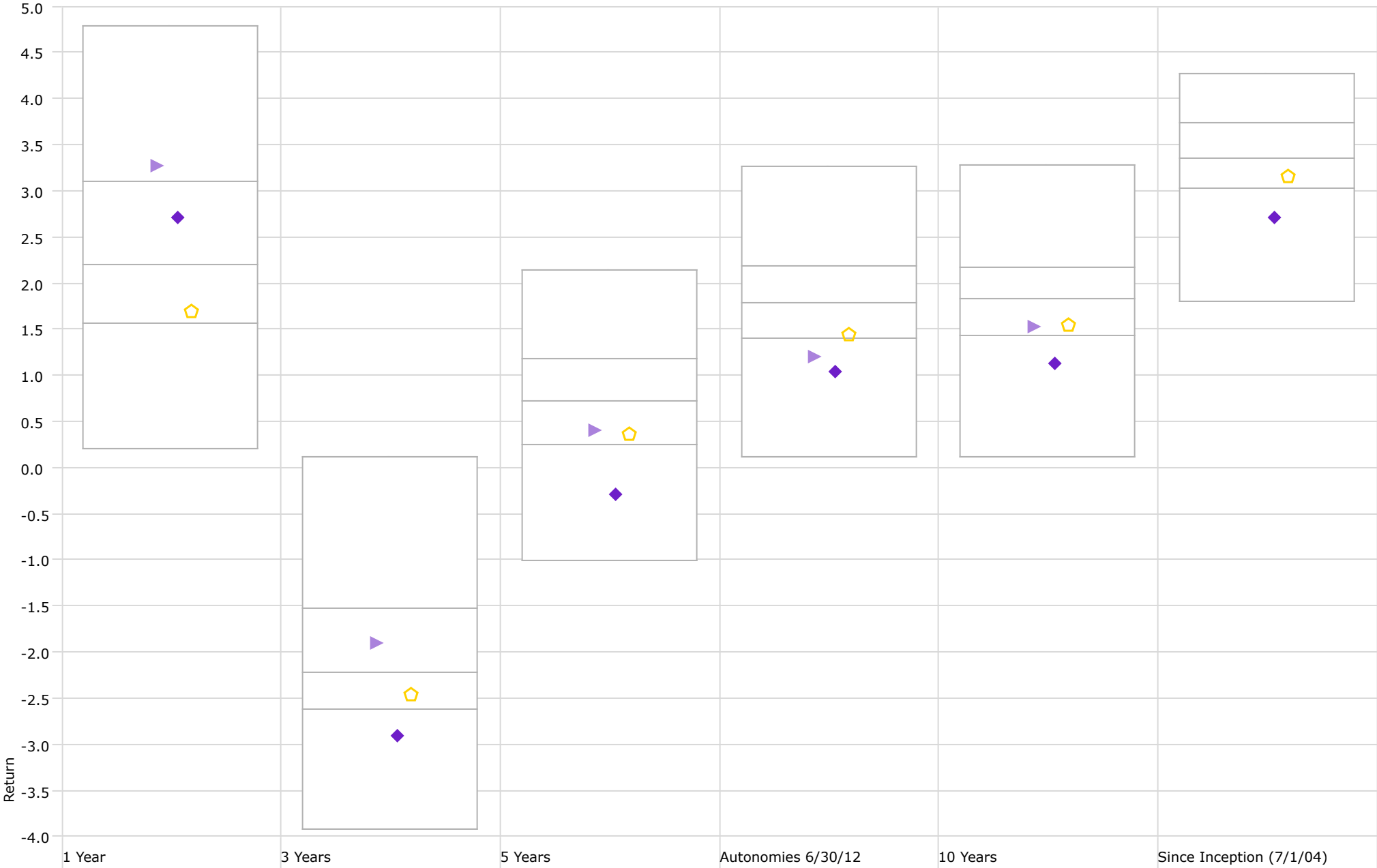
■ Non Endowed

■ Health Plan

■ Barclays Aggregate Bond Index

Performance Relative to Peer Group

Peer Group (5-95%): All Managed Investments - U.S. - Intermediate Core Bond



◆ Non Endowed

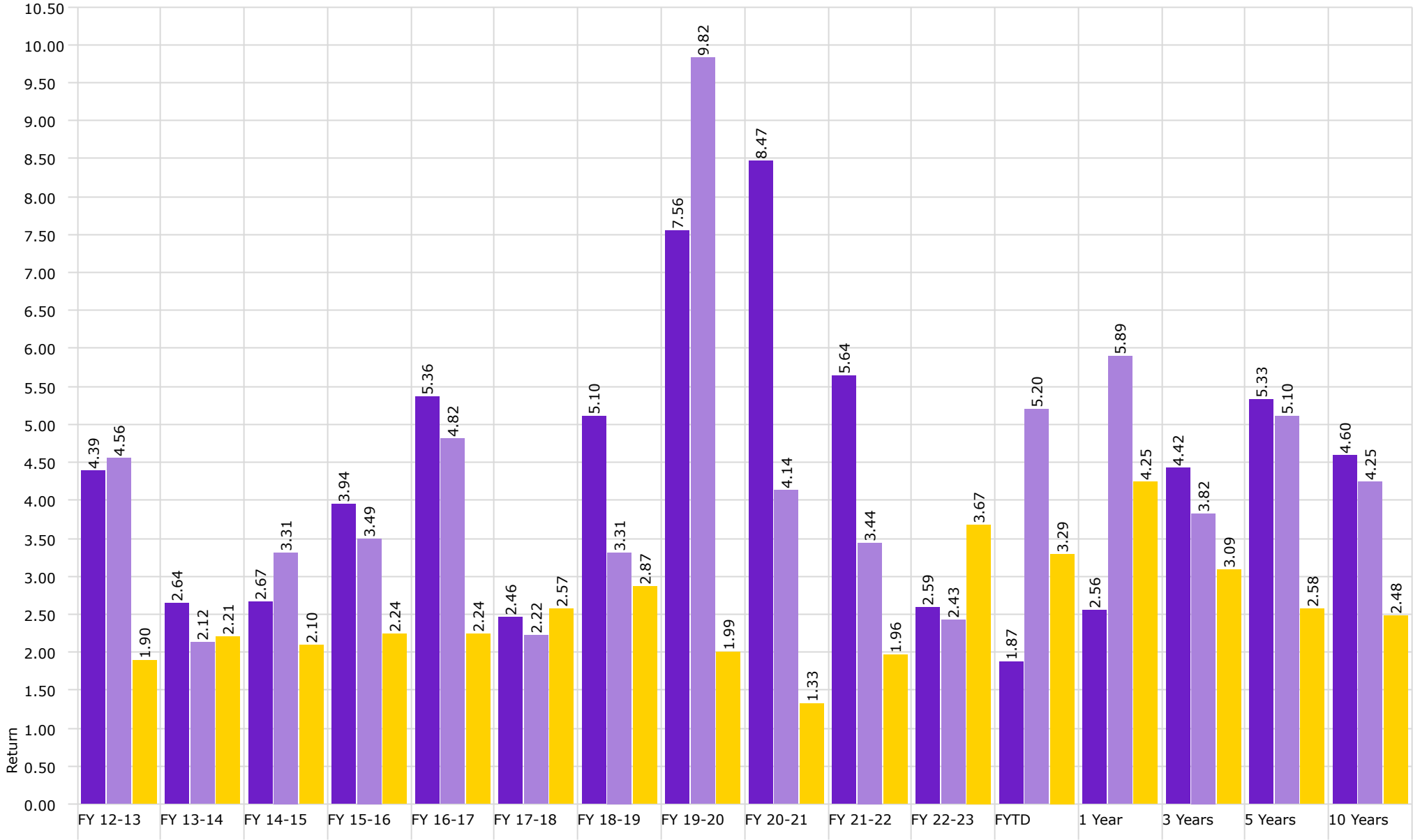
▶ Health Plan

⬠ Barclays Aggregate Bond Index



Investment Management Program Endowed Accounts **Realized Yield**

As of 3/31/2024



Endowment

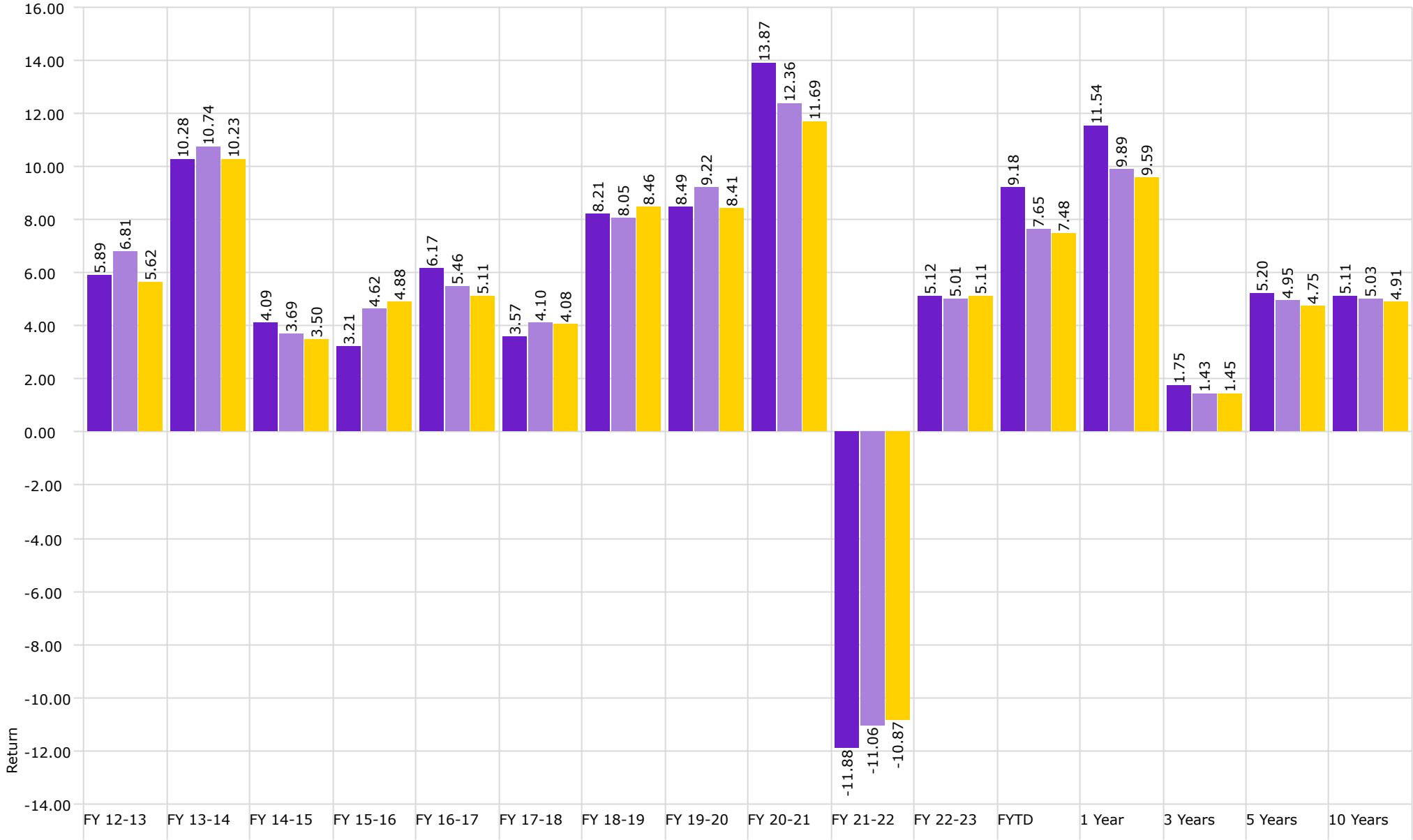
Osher

Endowed Realized Yield



Investment Management Program Endowed Accounts Total Return

As of 3/31/2024



Endowment

Osher

Endowed Benchmark

Personnel Actions Information Report
Reporting Period: January 2024 - March 2024

LSU A&M							
Honorifics							
Name	Effective Date	Academic Rank/Title	Allowance	Named Professorship	Transaction		
Andrew Sluyter	8/15/2024	Professor	\$10,000	Doris Z Stone Latin American Studies Distinguished Professorship	Retroactive > Add Honorific		
Ashley Clayton	8/15/2023	Associate Professor	\$1,107	Jo Ellen Levy Yates Professorship Fund in CHSE #1	Retroactive > Add Honorific		
Candence Malhiet Robillard	8/15/2023	Lab School Instructor	\$5,726	Elena & Albert LeBlanc Professorship in the Lab School	Retroactive > Add Honorific		
Cassandra D Chaney	8/15/2023	Professor	\$4,000	J. Franklin Bayhi Endowed Professorship	Retroactive > Add Honorific		
Cynthia F DiCarlo	7/1/2023	Executive Director-Nonacademic	\$12,133	Diane Toups Goyette Professorship in Early Childhood Development	Retroactive > Add Honorific		
Don M Chance	1/1/2024	Professor	\$38,160	Norman V. Kinsey Distinguished Chair in Finance	Add Honorific		
Gerald Johannes Schneider	2/23/2024	Professor	\$10,000	Ron and Dr. Mary Neal Geaux Teach Distinguished Professorship	Add Honorific		
Kalliat T Valsaraj	8/15/2023	Professor	\$5,315	Ike Eask Professorship in Chemical Engineering	Retroactive > Add Honorific		
Lei Wang	8/15/2023	Professor	\$9,412	Fred B Kniffen Professorship in Geography and Anthropology	Retroactive > Add Honorific		
Dr. Molly Quinn	8/15/2023	Professor	\$6,786	St. Bernard Chapter of the LSU Alumni Association Endowed Professorship	Retroactive > Add Honorific		
Scott E Wilks	10/15/2023	Professor	\$7,971	W.H. "Bill" LeBlanc LSU Alumni Association Departmental Professor in the College of Human	Retroactive > Add Honorific		
Senlin Chen	8/15/2023	Professor	\$5,000	Helen "Bessie" Pliner Professorship	Retroactive > Add Honorific		
Sunyoung Park	8/15/2023	Associate Professor	\$5,388	Jones S. Davis Distinguished Professorship in the School of Vocational Education	Retroactive > Add Honorific		
Wen Jin Meng	8/15/2023	Professor	\$19,769	The Smileyand Bernice Romero Raborn Chair in Mechanical Engineering, as part of the initiati	Retroactive > Add Honorific		
William Reinhardt	1/15/2024	Professional In Residence	\$5,000	Neil Odenwald Distinguished Professorship in Landscape Architecture #2	Add Honorific		
Yu Chen	8/15/2023	Associate Professor	\$9,898	Judith Walker Gibbs Professorship	Retroactive > Add Honorific		

Personnel Actions							
Name	Effective Date	Academic Rank/Title	Tenure Status	Previous Salary	New Salary	% Net Change	Allowance Plan Transaction
Allie Jenkins Boquet	1/15/2024	Assistant Professor-Professional P	N/A	\$7,999	\$65,000	156%	\$0 Academic Promotion to New Track
Andrew Lee Cox	3/1/2024	Assistant Vice President	N/A	\$121,163	\$150,500	24%	\$6,000 Promotion
Andrew Sluyter	1/1/2024	Professor	Tenured	\$97,723	\$97,723	0%	\$10,000 Sabbatical Leave Academic Half AY
Andrew Sluyter	8/15/2023	Professor	Tenured	\$97,723	\$107,723	10%	\$10,000 Retroactive > Add Allowance Plan
Andrew Warren Shurtz	1/15/2024	Assistant Professor	Tenure Track	\$24,000	\$67,000	95%	\$0 Academic Promotion to New Track
Anna C Long	1/1/2024	Associate Professor	Tenured	\$97,307	\$97,307	0%	\$0 Sabbatical Leave Academic Half AY
Arlyn Rees Saucier	8/1/2023	Coordinator of Academic Area 2 - I	N/A	\$37,086	\$44,720	21%	\$0 Retroactive > Equity Adjustment
Arthur Bedeian	3/12/2024	Professor	Tenured	\$0	\$0	\$0	\$0 Emeritus
Arturo Jose Otamendi	2/5/2024	Assistant Professor - Clinical	N/A	\$0	\$170,000	100%	\$0 Hire
Ashley Clayton	8/15/2023	Associate Professor	Tenured	\$96,375	\$97,482	1%	\$4,407 Retroactive > Add Allowance Plan
Ashley Kowalewski	1/16/2024	Assistant Coach	N/A	\$0	\$70,000	100%	\$0 Hire
Austin Thomas	1/30/2024	Senior Associate Athletic Director	N/A	\$0	\$425,000	100%	\$0 Hire
Autumn Lecil Dutelle	1/31/2024	Assistant Professor - Clinical	N/A	\$0	\$175,000	100%	\$0 Hire
Bradley K Storin	1/1/2024	Associate Professor	Tenured	\$75,634	\$75,634	0%	\$0 Sabbatical Leave Academic Half AY
Candence Malhiet Robillard	8/15/2023	Lab School Instructor	N/A	\$85,167	\$90,893	7%	\$13,426 Retroactive > Add Allowance Plan
Casey Rhea Stannard	1/1/2024	Associate Professor	Tenured	\$88,479	\$88,479	0%	\$0 Sabbatical Leave Academic Half AY
Cassandra D Chaney	8/15/2023	Professor	Tenured	\$103,059	\$107,059	4%	\$4,000 Retroactive > Add Allowance Plan
Catherine M Deibel	1/1/2024	Professor	Tenured	\$120,650	\$120,650	0%	\$0 Sabbatical Leave Academic Half AY
Christine Swartz	8/15/2023.	Instructor - Adjunct	N/A	\$4,000	\$4,000	0%	\$0 Retroactive > Hire Employee > Conversion
Corey Joseph Raymond	1/19/2024	Assistant Coach	N/A	\$0	\$200,000	100%	\$0 Hire
Cynthia F DiCarlo	7/1/2023	Executive Director-Nonacademic	N/A	\$142,534	\$148,467	4%	\$27,133 Retroactive > Add Allowance Plan
Daniel Whitman	1/1/2024	Associate Professor	Tenured	\$200,374	\$200,374	0%	\$20,037 Sabbatical Leave Academic Half AY
Darlene C Goring	1/1/2024	Professor	Tenured	\$169,500	\$169,500	0%	\$0 Sabbatical Leave Academic Half AY
Denyce Celentano	1/1/2024	Associate Professor	Tenured	\$80,500	\$80,500	0%	\$0 Sabbatical Leave Academic Half AY
Dubravko Justic	1/1/2024	Professor	Tenured	\$119,213	\$119,213	0%	\$5,347 Sabbatical Leave Academic Half AY
Eileen Haebig	1/1/2024	Associate Professor	Tenured	\$86,539	\$86,539	0%	\$0 Sabbatical Leave Academic Half AY
Elaine M. Maccio	1/1/2024	Associate Professor	Tenured	\$86,771	\$86,771	0%	\$12,981 Sabbatical Leave Academic Half AY
Elicia L Lathon	8/16/2023	Assistant Professor-Professional P	N/A	\$94,000	\$104,810	12%	\$22,810 Retroactive > Corrective Adjustment
Elizabeth Marie Arnold	9/9/2023	Associate Clinical Specialist 3 - Ho	N/A	\$43,493	\$44,720	5%	\$0 Retroactive > Equity Adjustment
Emily Burris Hester	1/1/2024	Chief of Staff	N/A	\$104,000	\$119,600	15%	\$15,600 Add Allowance Plan
Emmanuel Chatzopoulos	1/1/2024	Associate Professor	Tenured	\$103,753	\$103,753	0%	\$0 Sabbatical Leave Academic Half AY
Emmett Brown	3/11/2024	Assistant Vice President	N/A	\$120,554	\$157,000	30%	\$12,000 Promotion
Flavia Alejandra Montano	1/1/2024	Assistant Professor	Tenure Track	\$50,000	\$100,000	100%	\$0 Academic Promotion to New Track
G. Paul Kemp	8/15/2023	Instructor - Part-Time	N/A	\$9,000	\$250	-97%	\$0 Retroactive > Corrective Adjustment
G. Paul Kemp	8/15/2023	Instructor - Part-Time	N/A	\$0	\$9,000	100%	\$0 Retroactive > Hire
Gina Raye Costello	1/1/2024	Associate Dean of Major Academi	Tenured	\$140,891	\$165,891	18%	\$63,250 Add Allowance Plan
Gregory Brian Upton Jr	2/1/2024	Executive Director-Academic Area	N/A	\$184,152	\$253,333	38%	\$33,333 Change Job Details > Adding Administrative Academic Appointment and Base Increase > AY to FY Conversion
Helmut Schneider	1/15/2024	Associate Dean of Major Academi	Tenured	\$283,505	\$326,735	15%	\$42,750 Add Allowance Plan
Huangeng Ding	1/1/2024	Professor	Tenured	\$114,200	\$114,200	0%	\$0 Sabbatical Leave Academic Half AY
Hunter Daigle	2/5/2024	Police Officer 3	N/A	\$47,653	\$47,653	0%	\$0 Military Leave
Isabel Maria Mancilla-Ortegon	8/15/2023	Lab School Instructor	N/A	\$72,728	\$73,428	10%	\$1,400 Retroactive > Corrective Adjustment
James Michael Ghawaly Jr	1/15/2024	Assistant Professor	Tenure Track	\$145,000	\$135,000	-7%	\$0 Academic Promotion to New Track > FY to AY Conversion
Jayme Looper	2/1/2024	Professor - Clinical	N/A	\$189,016	\$210,000	11%	\$10,000 Change Job Details - Title Change/Salary Increase
Jeffrey W Roper	1/1/2024	Associate Professor	Tenured	\$73,690	\$73,690	0%	\$0 Sabbatical Leave Academic Half AY
Jennifer Curry	1/1/2024	Professor	Tenured	\$101,132	\$101,132	0%	\$4,000 Sabbatical Leave Academic Half AY
Jennifer Qjan	1/15/2024	Associate Professor	N/A	\$74,500	\$86,000	15%	\$0 Academic Promotion to New Track
Jian Xu	1/1/2024	Associate Professor	Tenured	\$119,787	\$119,787	0%	\$0 Sabbatical Leave Academic Half AY
John Andrew Lovett	1/2/2024	Professor	Tenured	\$0	\$158,000	100%	\$0 Hire

Jordan Padlo	9/9/2023	Associate Clinical Specialist 3 - Hoi	N/A	\$43,744	\$44,892	4%	\$0	Retroactive > Equity Adjustment
Jose A Romagnoli	1/1/2024	Professor	Tenured	\$151,370	\$151,370	0%	\$0	Sabbatical Leave Academic Half AY
Junhong Liang	1/1/2024	Associate Professor	Tenured	\$99,863	\$99,863	0%	\$0	Sabbatical Leave Academic Half AY
Kalliat T Valsaraj	8/15/2023	Professor	Tenured	\$207,161	\$212,476	3%	\$9,978	Retroactive > Add Allowance Plan
Keena Arbutnot	7/1/2023	Vice President	N/A	\$291,849	\$289,672	-1%	\$36,994	Retroactive > Corrective Allowance Plan
Lei Wang	8/15/2023	Professor	Tenured	\$94,127	\$103,539	10%	\$9,412	Retroactive > Add Allowance Plan
Lois J. Kuyper-Rushing	1/1/2024	Associate Dean of Major Academi	Tenured	\$141,026	\$166,026	18%	\$61,920	Request Compensation Change > Increase to Allowance Plan
Lynne Baggett	1/1/2024	Professor	Tenured	\$84,750	\$84,750	0%	\$0	Sabbatical Leave Academic Half AY
Maria Chavez	8/6/2023	Police Officer 3	N/A	\$49,945	\$49,945	0%	\$0	Military Leave
Maria Rethelyi	1/10/2024	Director of Jewish Studies	Tenured	\$71,144	\$78,519	10%	\$1,500	Academic Promotion to New Rank
Mario E Rivera	1/1/2024	Professor	Tenured	\$174,606	\$174,606	0%	\$26,190	Sabbatical Leave Academic Half AY
Mary Allyn Boudreaux	8/1/2023	Academic Counselor 3 - Hourly	N/A	\$58,240	\$60,570	4%	\$0	Retroactive > Equity Adjustment
Matthew Hiatt	1/10/2024	Associate Professor	Tenured	\$93,046	\$102,059	10%	\$0	Academic Promotion to New Rank
Megan Orso	9/1/2023	Academic Counselor 2	N/A	\$50,160	\$52,668	5%	\$0	Retroactive > Unclassified Reallocation
Meghan Shara Sanders	7/1/2023	Associate Dean of Major Academi	Tenured	\$144,893	\$163,289	13%	\$8,130	Retroactive > Corrective Adjustment
Melissa Strickland	1/1/2024	Associate Librarian	Tenured	\$103,590	\$109,859	6%	\$20,000	Academic Promotion to New Rank
Michael Dance	8/15/2023	Assistant Professor	Tenure Track	\$90,364	\$115,364	28%	\$25,000	Retroactive > Add Allowance Plan
Michael F Burnett	1/2/2024	Professor (RP)	Tenured	\$178,230	\$178,230	0%	\$6,000	Adding Tenure
Miles Edward Landry	8/15/2023	Lab School Instructor	N/A	\$74,202	\$74,202	0%	\$16,500	Retroactive > Add Allowance Plan
Dr. Molly Quinn	8/15/2023	Professor	Tenured	\$104,351	\$111,137	7%	\$11,786	Retroactive > Add Allowance Plan
Paromita Saha	8/15/2023	Instructor - Adjunct	N/A	\$6,180	\$15,300	148%	\$0	Retroactive > Change Job Details - Salary Increase
Paul Miller	8/15/2023	Assistant Professor	Tenure Track	\$98,546	\$123,546	25%	\$30,500	Retroactive > Add Allowance Plan
Rebecca Acosta Burdette	7/1/2023	Program/Project Director	N/A	\$88,652	\$98,652	11%	\$480	Change Job Details - Title Change/Salary Increase
Scott E Wilks	8/15/2023	Professor	Tenured	\$100,592	\$109,592	9%	\$9,000	Retroactive > Add Allowance Plan
Scott E Wilks	10/15/2023	Professor	Tenured	\$100,592	\$108,563	8%	\$7,971	Retroactive > Add Allowance Plan
Scott J Baldridge	1/1/2024	Professor	Tenured	\$118,400	\$118,400	0%	\$13,592	Sabbatical Leave Academic Half AY
Scott Terrell	1/10/2024	Associate Professor	Tenured	\$104,469	\$104,469	0%	\$0	Adding Tenure
Sebastian Furness	1/1/2024	Associate Head Coach	N/A	\$110,000	\$158,000	44%	\$57,600	Add Allowance Plan
Senlin Chen	8/15/2023	Professor	Tenured	\$101,124	\$106,124	5%	\$10,000	Retroactive > Add Allowance Plan
Shengli Chen	1/1/2024	Associate Professor	Tenured	\$130,376	\$130,376	0%	\$0	Sabbatical Leave Academic Half AY
Stephen R Midway	8/15/2023	Associate Professor	Tenured	\$118,354	\$128,354	8%	\$30,000	Retroactive > Add Allowance Plan
Sunyoung Park	1/1/2024	Associate Professor	Tenured	\$92,622	\$92,622	0%	\$5,388	Sabbatical Leave Academic Half AY
Sunyoung Park	8/15/2023	Associate Professor	Tenured	\$92,622	\$98,010	6%	\$5,388	Add Allowance Plan
Suzette Caleo	1/1/2024	Associate Professor	Tenured	\$129,588	\$129,588	0%	\$21,874	Sabbatical Leave Academic Half AY
Tina M. Harris	8/15/2023	Professor	Tenured	\$165,020	\$173,534	5%	\$0	Retroactive > Corrective Adjustment
Todd Armstrong Fitch	2/27/2024	Senior Football Analyst	N/A	\$0	\$150,000	100%	\$0	Hire
Tonia L. Givens	10/1/2023	Business Manager	N/A	\$58,000	\$63,800	10%	\$5,800	Retroactive > Add Allowance Plan
Touria Khannous	1/1/2024	Associate Professor	Tenured	\$74,988	\$74,988	0%	\$0	Sabbatical Leave Academic Half AY
Wen Jin Meng	8/15/2023	Professor	Tenured	\$148,000	\$167,769	13%	\$19,769	Retroactive > Add Allowance Plan
Yonas Yakob	3/1/2024	Director - Parking/Transportation	N/A	\$0	\$150,000	100%	\$0	Hire
Yu Chen	8/15/2023	Associate Professor	Tenured	\$105,683	\$115,581	9%	\$16,598	Retroactive > Add Allowance Plan

LSU Shreveport

Personnel Actions

Name	Effective Date	Academic Rank/Title	Tenure Status	Previous Salary	New Salary	% Net Change	Allowance Plan	Transaction
Mr. Demitrius L Brown	2/26/2024	Vice Chancellor For Student Affairs	N/A	\$0	\$160,000	100%	\$0	Hire
Kacie M Blalock	1/15/2024	Associate Professor	Tenured	\$70,258	\$70,258	0%	0	Sabbatical Leave Academic Half AY
Michael J Loughrin	8/15/2023	Instructor	N/A	\$86,652	\$90,118	4%	\$0	Mandated General Increase
Robert L Alford	8/15/2023	Associate Professor	Tenured	\$49,542	\$51,524	4%	\$0	Mandated General Increase

LSU AgCenter

Honorifics

Name	Effective Date	Academic Rank/Title	Allowance	Named Professorship		Transaction
Jeffrey A Davis	1/1/2024	Professor (RP)	\$8,829	Austin C. Thompson Distinguished Professorship		Add > Honorific
Jim Jian Wang	1/1/2024	Professor (RP)	\$5,550	A George & Mildred G. Caldwell		Add > Honorific

Personnel Actions

Name	Effective Date	Academic Rank/Title	Tenure Status	Previous Salary	New Salary	% Net Change	Allowance Plan	Transaction
Jason Walter Stagg	3/18/2024	Research Associate Specialist	N/A	\$58,868	\$67,500	15%	\$0	Academic Promotion to New Track
Jessica Noelle Randazz	6/28/2024	Extension Associate	N/A	\$53,871	\$63,500	18%	\$0	Academic Promotion to New Track
Kathryn Karsh Fontenot	1/2/2024	Director of Academic Area	Tenured	\$128,195	\$160,000	25%	\$960	Academic Promotion to New Rank
Megan Smith Sarver	3/1/2024	Extension Associate	N/A	\$65,087	\$71,500	10%	\$0	Academic Promotion to New Track
Pamela James	1/2/2024	Assistant Agent	N/A	\$50,000	\$50,000	0%	\$0	Academic Promotion to New Rank
Rex Hall Caffey	1/1/2024	Director of Academic Area	Tenured	\$163,426	\$190,547	17%	\$39,281	Add/Remove Allowance Plan
Shatonia C McCarty	1/2/2024	Extension Associate	N/A	\$74,755	\$78,500	5%	\$0	Academic Promotion to New Rank

LSU Eunice

Personnel Actions

Name	Effective Date	Academic Rank/Title	Tenure Status	Previous Salary	New Salary	% Net Change	Allowance Plan	Transaction
Angela Sonnier	10/16/2023	Director of Academic Area	N/A	\$77,425	\$88,225	14%	\$3,900	Corrective Adjustment
John J Willis	8/15/2023	Instructor	N/A	\$107,795	\$172,894	60%	\$57,894	Contract
John J Willis	8/15/2023	Instructor	N/A	\$172,894	\$123,480	29%	\$57,894	Corrective Adjustment

Pennington Biomedical Center

Personnel Actions

Name	Effective Date	Academic Rank/Title	Tenure Status	Previous Salary	New Salary	% Net Change	Allowance Plan	Transaction
Sujoy Ghosh	1/1/2024	Professor (RP)	Tenured	\$0	\$230,000	100%	\$0	Rehire former Employee within 6 months of termination

LSU Alexandria								
Personnel Actions								
Name	Effective Date	Academic Rank/Title	Tenure Status	Previous Salary	New Salary	% Change	Allowance	Plar Transaction
Beth Whittington	1/5/2024	Dean of Major Academic Area	Tenured	\$84,697	\$95,697	13%	\$16,500	Academic Promotion to New Track
Brandi M Stanley	1/15/2024	Instructor	N/A	\$10,350	\$50,000	383%	\$0	Academic Promotion to New Track
Mary B Treuting	1/4/2024	Dean of Major Academic Area	Tenured	\$94,206	\$0	100%	\$6,000	Termination > Death

LSUHSC-New Orleans								
Personnel Actions								
Name	Effective Date	Academic Rank/Title	Tenured Status	Previous Salary	New Salary	% Net Change	Allowance	Plar Transaction
Rachel Elizabeth Auer Fiore	1/1/2024	ASSISTANT PROFESSOR	Tenure Track	\$72,800	\$81,536	12%	\$0	PRO Promotion in Faculty Rank
Ryan Ford Garrity	1/22/2024	REGISTRAR	N/A	\$0	\$130,000	100%	\$0	HIR Appointment Unclassified

LSUHSC - Shreveport								
Personnel Actions								
Name	Effective Date	Academic Rank/Title	Tenure Status	Previous Salary	New Salary	% Net Change	Allowance	Plar Transaction
Zonara Asghar	1/1/2024	Officer - Non-Academic Area	N/A	\$0	\$225,000	100%	\$0	HIR Appointment Unclassified
Jason E. Comer	3/1/2024	ASSOCIATE PROFESSOR	Tenure Track	\$0	\$180,000	100%	\$0	HIR Appointment Unclassified
John Jacob	10/4/2023	ASSISTANT PROFESSOR - CLINICAL	N/A	\$99,754	\$114,000	14%	\$0	PRO Promotion in Faculty Rank