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LSU BOARD OF SUPERVISORS MEETING  
*Brumfield Caffey Ballroom, Louisiana State University Alexandria*  
*8100 Hwy 71 South, Alexandria, LA 71302*  
*April 21, 2023 | 10:00 a.m. CT*

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- I. Call to Order and Roll Call
- II. Invocation and Pledge of Allegiance
- III. Public Comment
- IV. Committee Meetings
  - A. Research and Agricultural Extension Committee
    1. Natural Product Derivatives Against Metabolic Disorders
  - B. Academic Committee
    1. Request from LSU A&M to Establish the Graduate Certificate in Cybersecurity Risk Management
    2. Request from LSU A&M to Establish the Graduate Certificate in Financial Analytics
    3. Request to Amend the Board Regulations Regarding Student Employment
    4. Consent Agenda
      - a. Request from LSU Health Sciences Center - Shreveport to Name 11 Rooms in the Center for Medical Education Building
      - b. Request from the LSU Agricultural Center for Continued Authorization of the Food Innovation Institute
      - c. Request from LSU A&M for Continued Authorization of the Center for Transformative Innovation in Energy Research
      - d. Request from LSU Alexandria to Offer the BS in Biology as a Hybrid Online Program
      - e. Request from LSU Alexandria to Offer the BA in History 100% Online
      - f. Request from the LSU Agricultural Center to Augment the Louisiana Farm Bureau Professorship in Agricultural Policy I (#2) and II (#2)
      - g. Request from LSU Health Sciences Center - Shreveport to Establish the Terry Connally Davis, PhD Endowed Professorship in Health Literacy, Health Communication, and Rural Health
      - h. Request from the LSU A&M to Establish the Jill and Roger Jenkins Scholarship for Mike the Tiger's Caregivers
      - i. Request from the LSU A&M to Establish Three Endowed Professorships
      - j. Request from the LSU Agricultural Center to Establish the Albert E. and Karen W. Kirby Professorship in Agriculture
  - C. Finance Committee
    1. Request to Authorize the University to Execute a Contract for Dining Services
    2. Request to Approve a Sponsorship Agreement with Coca-Cola Bottling Company United - Gulf Coast, LLC

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

3. Approval of Uniform Affiliation Agreement with Stephenson Technologies Corporation
- D. Property & Facilities Committee
  1. Request from LSU A&M to Authorize a Lease with the U.S. General Services Administration for Space in the School of Veterinary Medicine
  2. Request from LSU A&M to Authorize a Lease for St. Alban's Episcopal/Anglican Chapel at Louisiana State University
  3. Request from LSU Health Sciences Center - New Orleans to Approve an Act 959 Project to Replace the LSU Health Sciences Center Campus Data Center
- E. Athletics Committee
  1. Amended Employment Contracts for Football Coaches Brad Davis and Matt House
- V. Reconvene Board Meeting
- VI. Approval of Minutes from the February 10, 2023 Meeting
- VII. Amendment to Board Self-Evaluation Policy
- VIII. Reports to the Board
  - A. Financial Summary Reports
    1. Semi-Annual Financial Report for Six-Month Period Ending December 31, 2022
    2. LSU System Quarterly Investment Report for Period Ending December 31, 2022
  - B. Affiliated Entities Reimbursement Report
  - C. LSU Annual Metric Data Report
  - D. LSU Supplier Diversity Spend Report for Six-month Period Ending December 31, 2022
  - E. Facility Summary Reports
    1. Approval of Requests for Timber Sales Report
    2. Capital Improvements Projects above \$175,000 Report
    3. Design Contracts Report
    4. Foundation Construction Related Agreements
    5. Grants of Mineral Rights
    6. Other Agreements and Approval Requests
    7. PM60 Projects \$75,000 to \$175,000 Report
    8. Property Leases Report
    9. Schematic Design Report
    10. Servitudes Report
    11. Transfer of Title Immovable Property
- IX. Personnel Actions Requiring Board Approval
- X. Reports from Faculty Advisors and Staff Advisors
- XI. President's Report
- XII. Approval of Committee Recommendations
- XIII. Chair's Report
- XIV. Adjournment

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



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## Board of Supervisors

### RESEARCH & AGRICULTURAL EXTENSION COMMITTEE



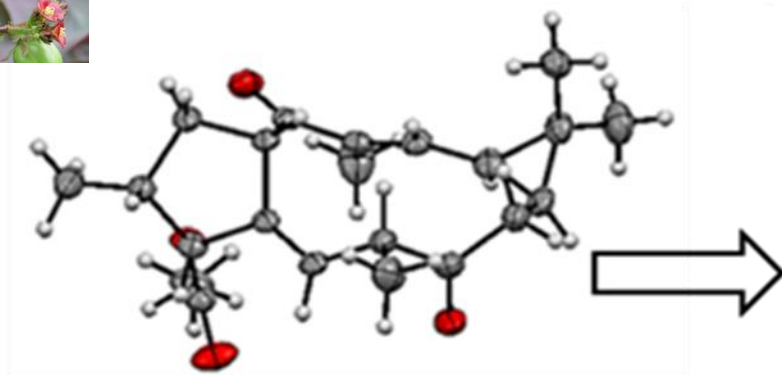
# Natural product derivatives against metabolic disorders



**Fatima Rivas, PhD**  
Assistant Professor  
Department of Chemistry  
Louisiana State University  
04/21/2023

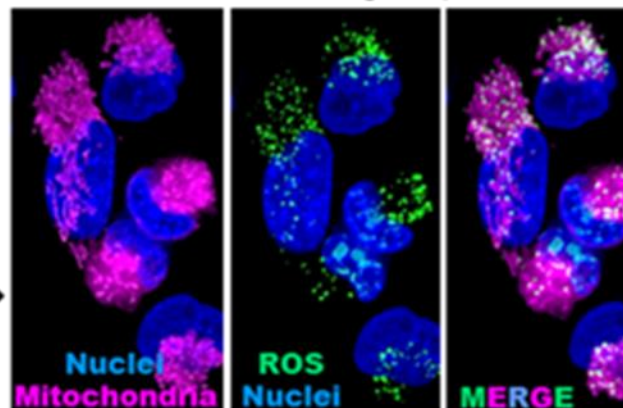
# At the interface of basic science

I.



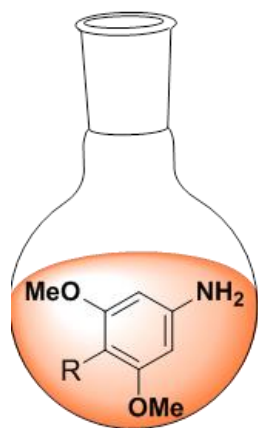
Jatrogossone A

ROS inducing compound

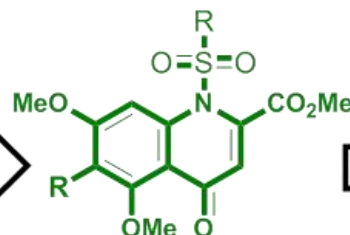


Cancer cellular model: nuclei (blue), mitochondria (pink), ROS (green)

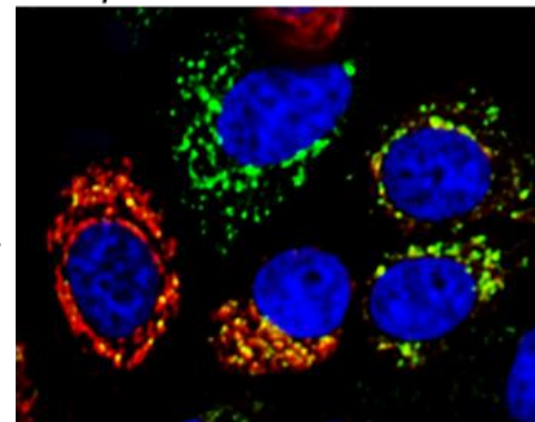
II.



One pot  
cyclization  
reaction  
Direct N-  
sulfonylation



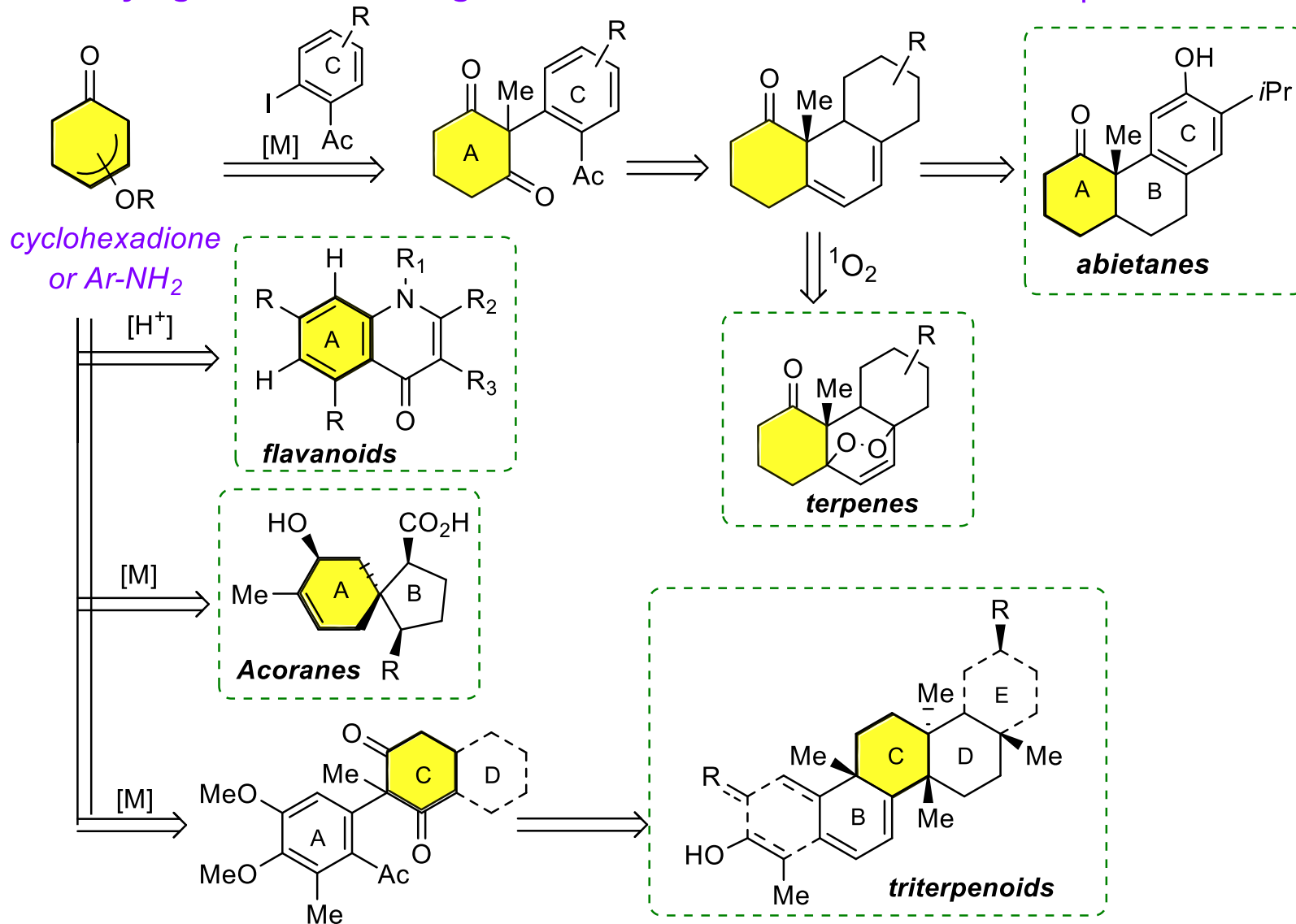
ROS inducing and  
potential CDK9 inhibitors



Cancer cellular model: nuclei (blue), ROS (green), mitochondria (red)

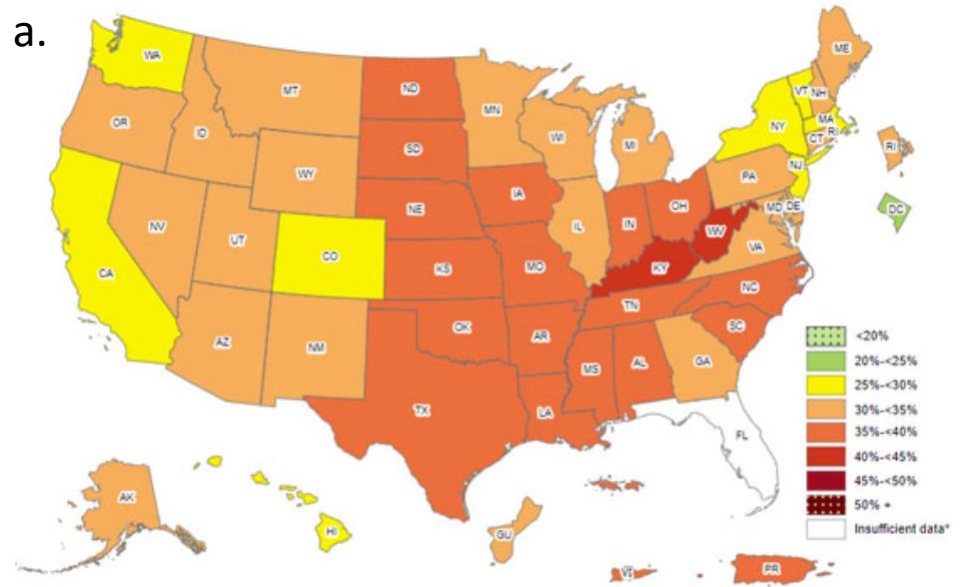
# At the interface of basic science

Unifying chemical strategies to access diverse families of natural products

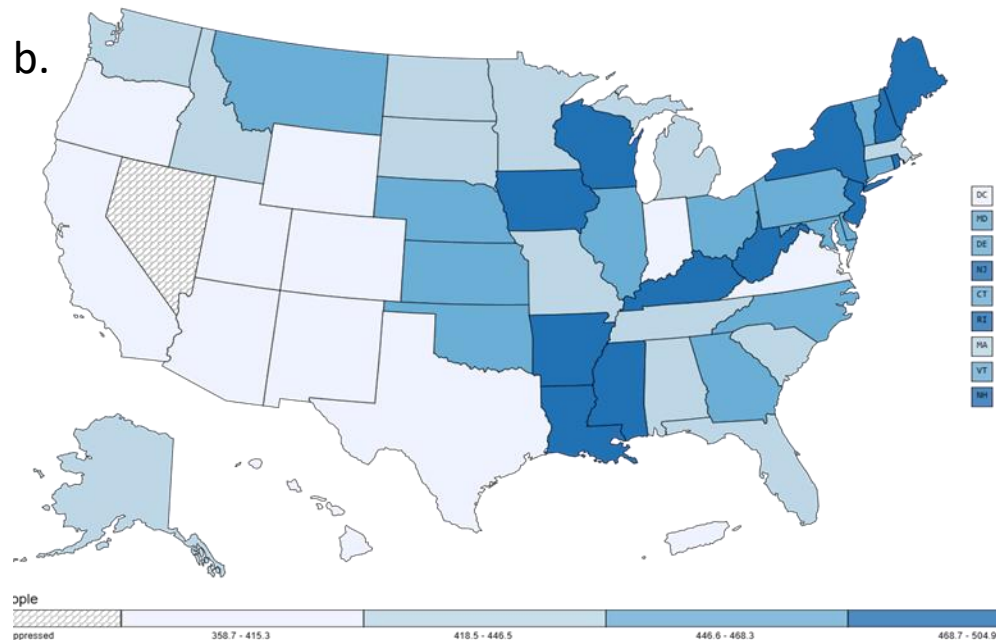


# Metabolic health disorders affect everyone

**A.** Close to 42% of the adult American population experience obesity. Adults with obesity are at increased risk for many serious health conditions such as heart disease, stroke, type 2 diabetes, some cancers, and poorer mental health (dark orange higher incidence).



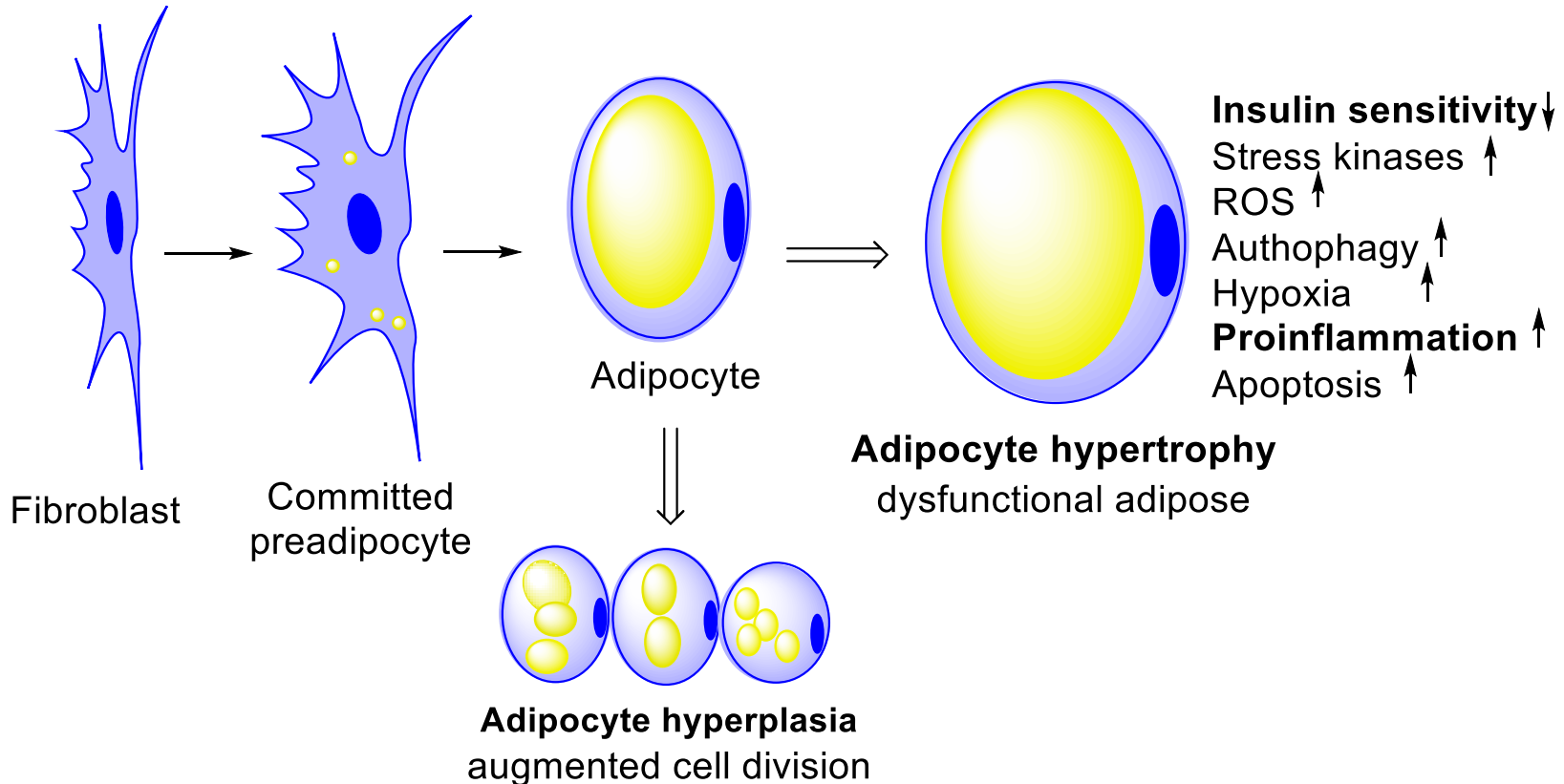
**B.** One of every five deaths in the United States is due to cancer. Darker blue states have a higher cancer incidence (and poor outcome).



1. <https://www.cdc.gov/obesity/data/adult.html>  
2. <https://www.cdc.gov/Cancer/USCS/#/AtAGlance/>

# A. Targeting metabolic disorders

**Challenge:** rise of adipocyte hypertrophy and hyperplasia

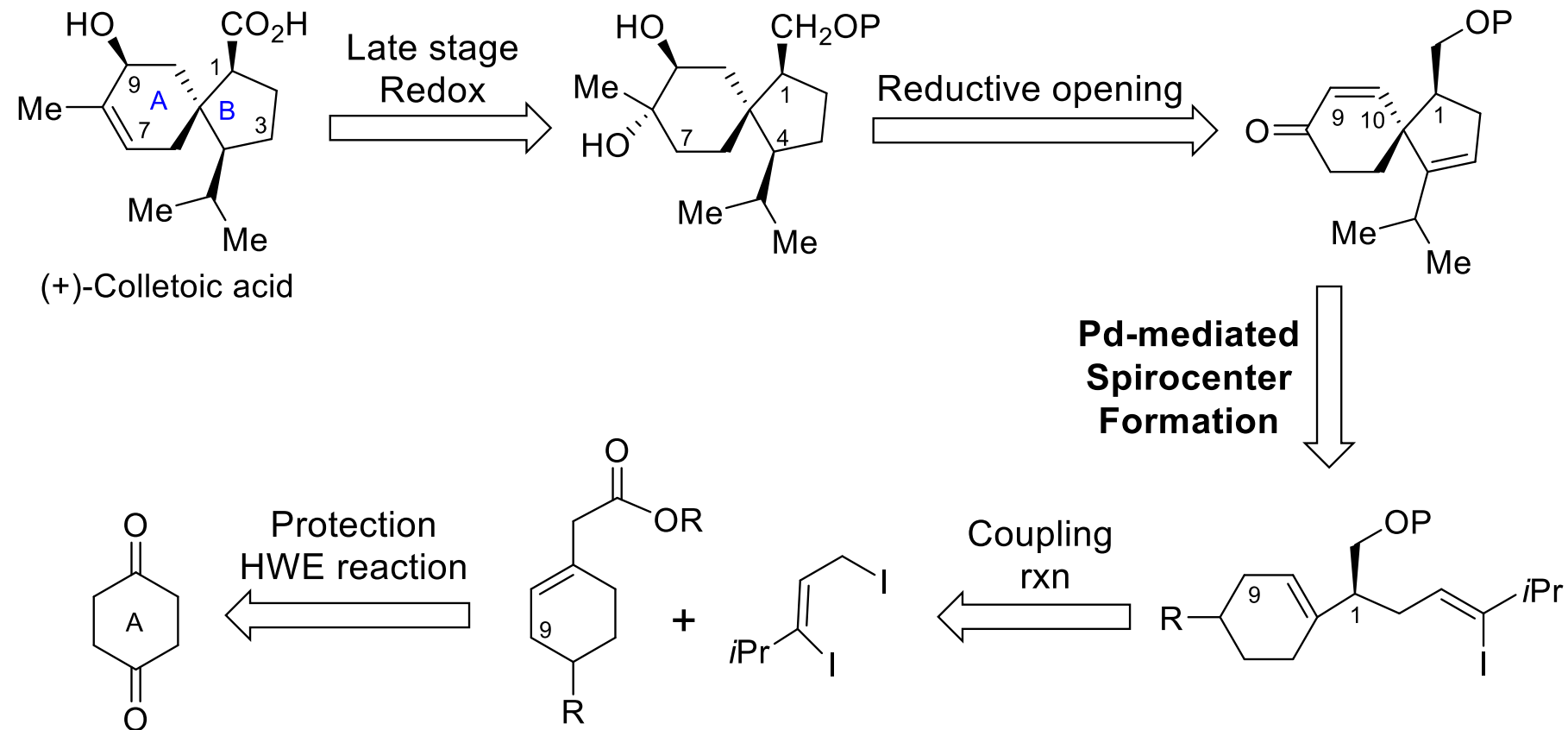


**Objective:** Identify selective and potent natural products and their derivatives to prevent or treat these pathological disorders through inhibition of glucocorticoid signaling (11 $\beta$ -HSD1)

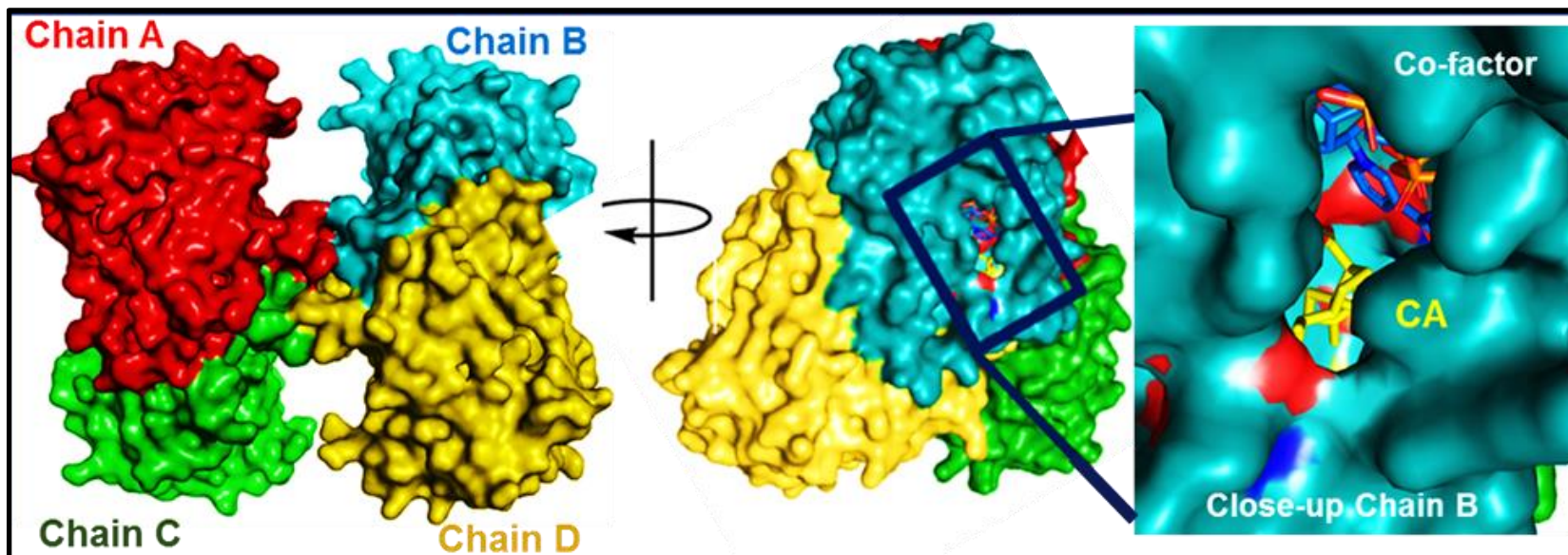


# Total synthetic analysis of Colletoic acid (CA)

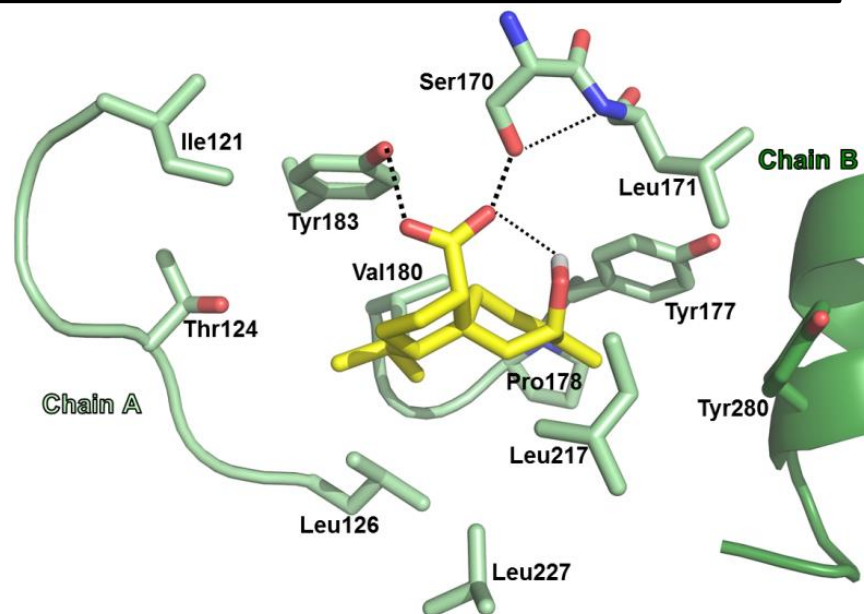
1. Asymmetric and stereoselective
2. Scalable
3. Platform for diversity-oriented synthesis



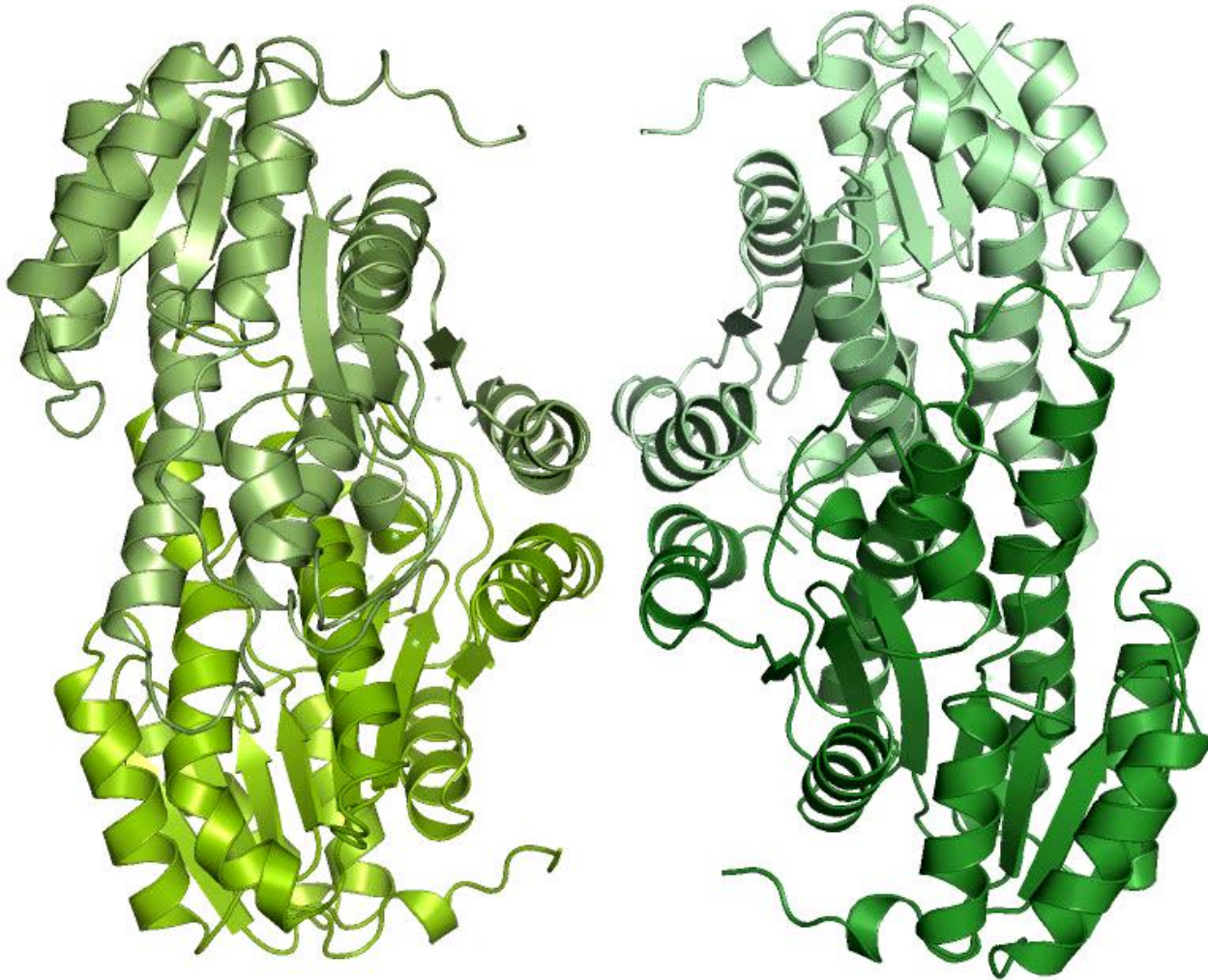
# 11 $\beta$ -HSD1-CA complex



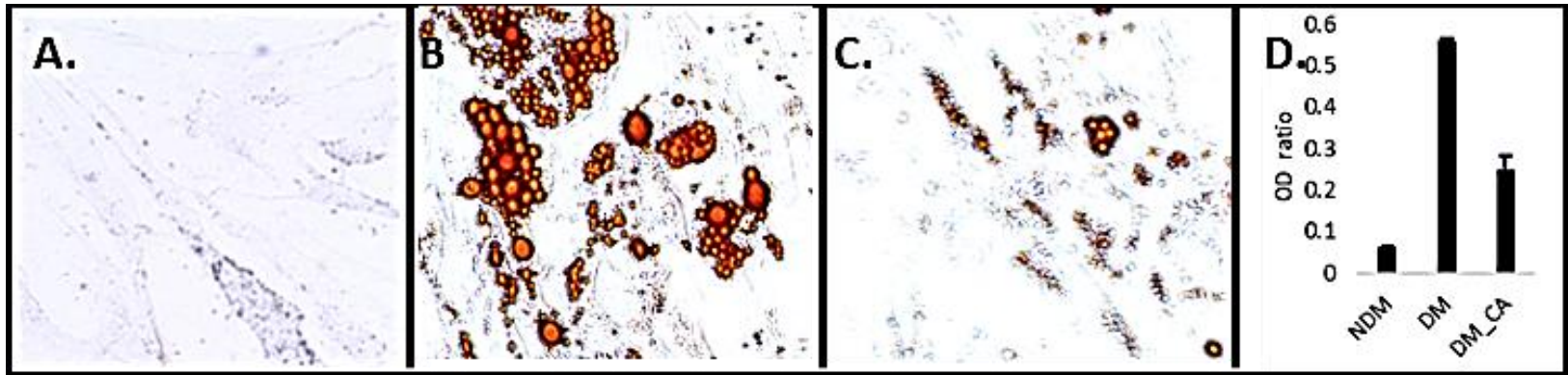
Co-crystal structure of CA with 11 $\beta$ -HSD1 provides structure-based design. C1 carboxylic acid, C9 H-donor, C4 hydrophobic interactions, and A ring conformation.



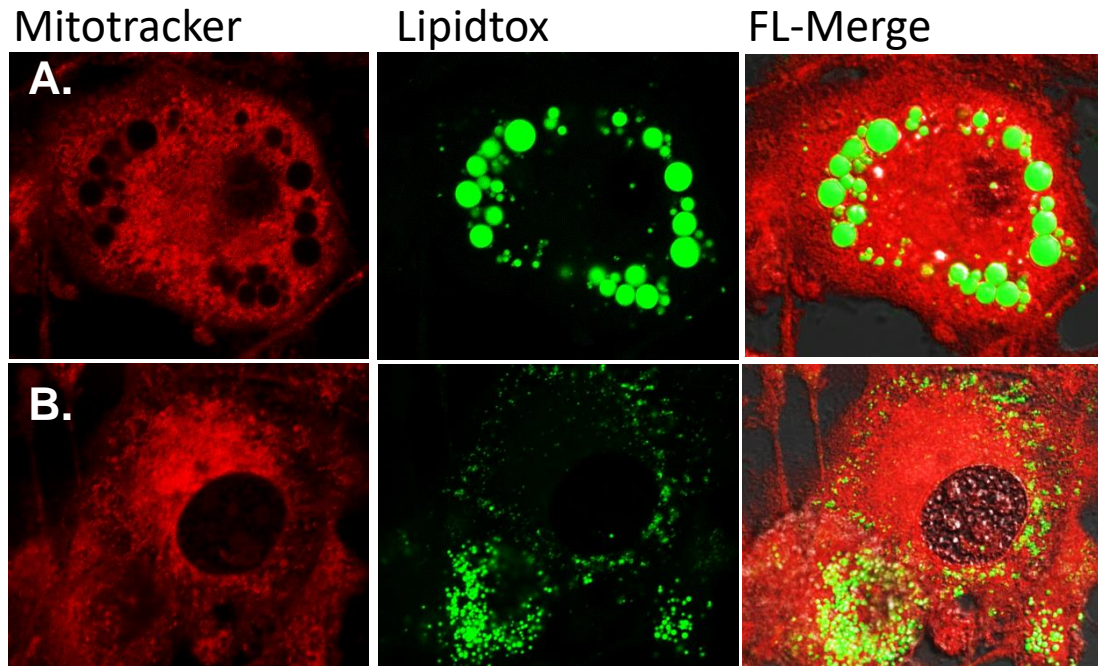
# 11 $\beta$ -HSD1-CA complex



# CA reduces adipogenesis and adipocyte hypertrophy



**Figure 1.** Human visceral cells. ORO staining images at 10x. **A.** Non-differentiation medium (NDM) control cells. **B.** Differentiation medium (DM) & vehicle. **C.** DM treated with CA (50μM). **D.** Relative quantification of ORO stain.



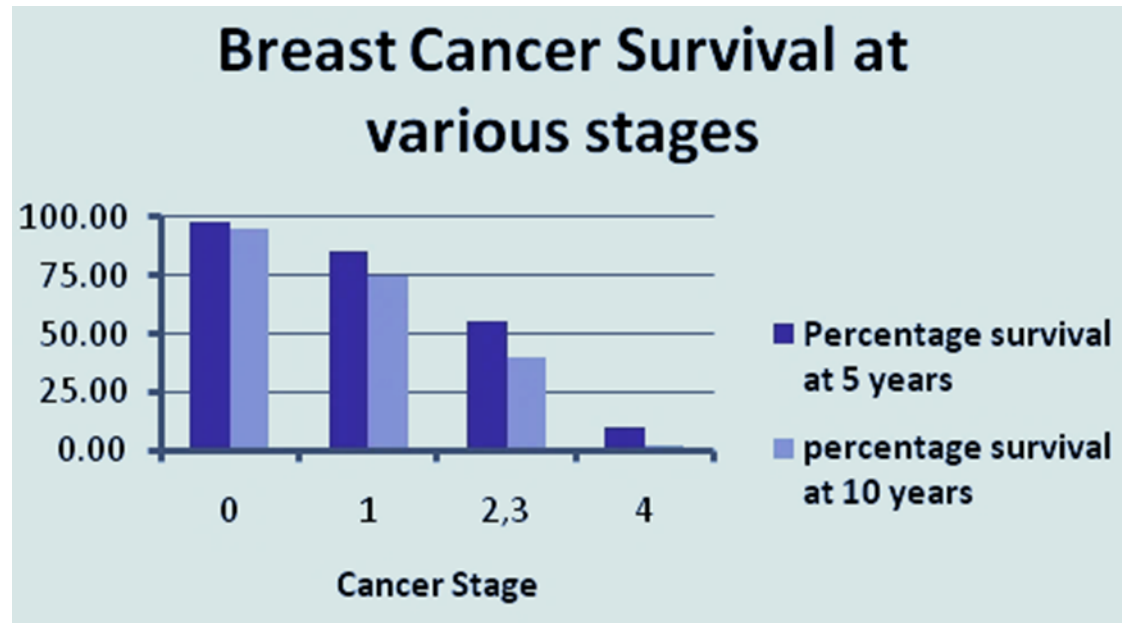
**Figure 2.** **A.** Differentiated cells + Jax (2μM) **B.** Colletoic acid (25μM) + Jax (2μM)

## B. Targeting cancer (a case study)

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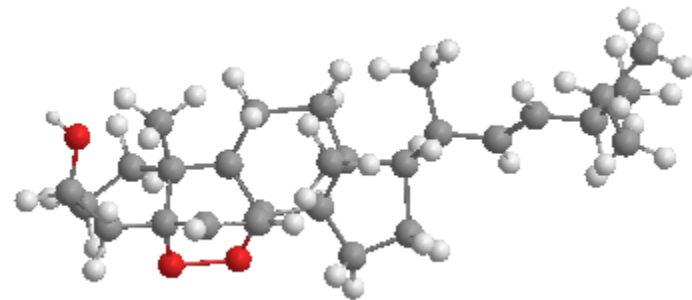
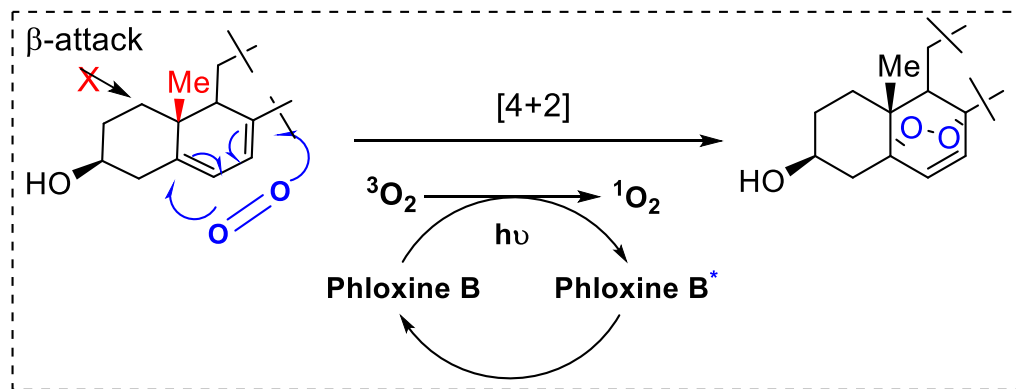
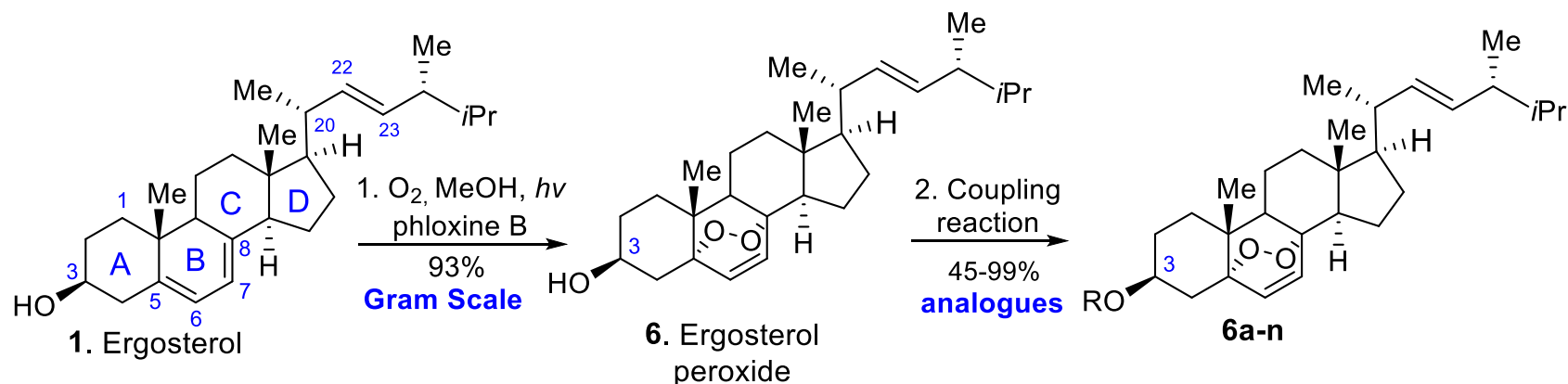
**Challenge:** Lack of targeted therapeutic modalities for specific cancer subtypes and drug resistance

- Survival outcomes are worst for Triple Negative Breast Cancer (TNBC) patients
- Lack of targeted therapeutic modalities

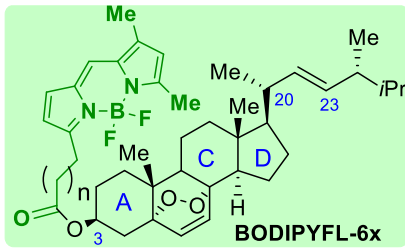


**Objective:** Identify selective and potent natural products and their derivatives to prevent or treat these pathological disorders

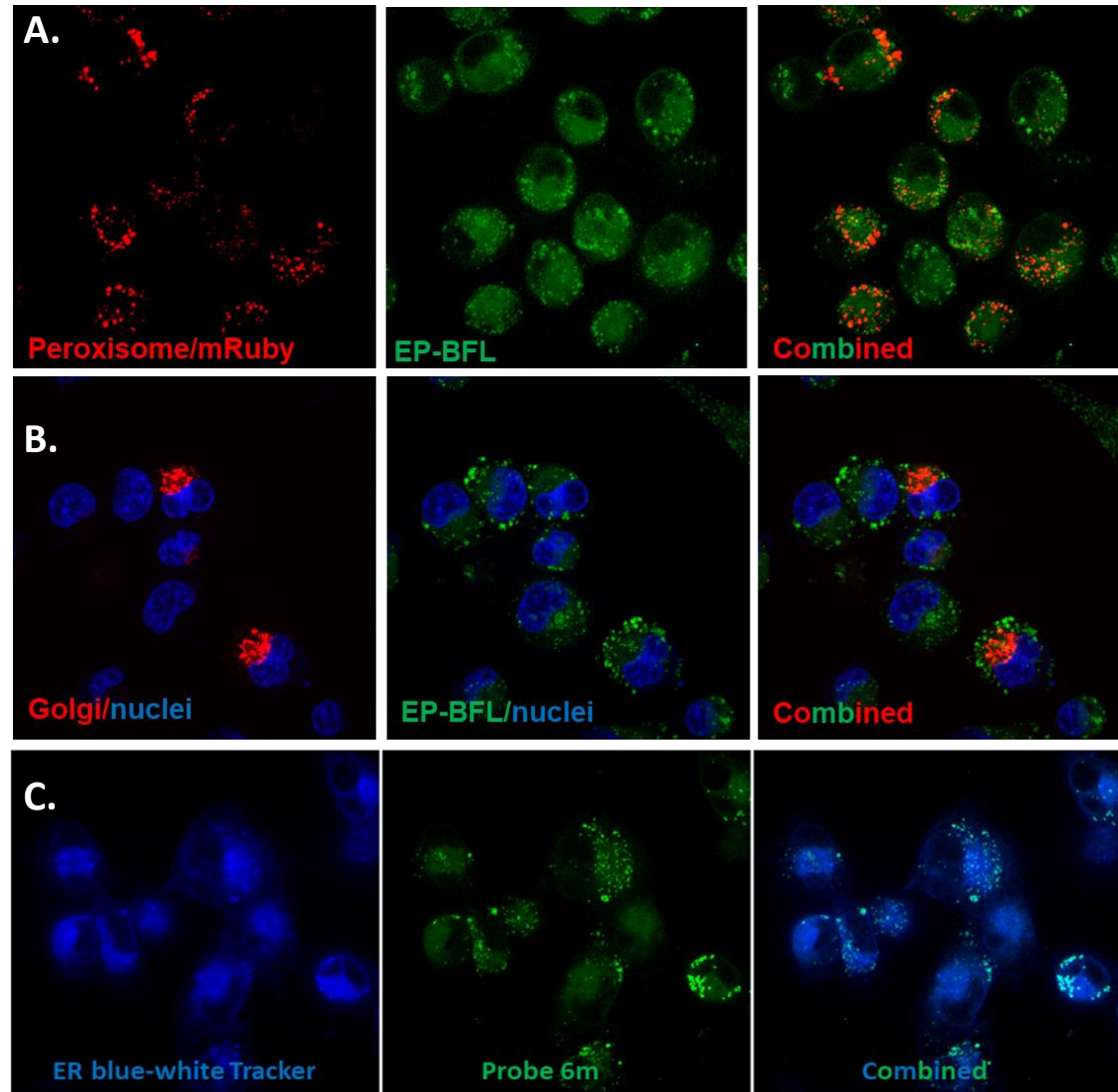
# Synthesis of ergosterol peroxide (EP) and chemical probes



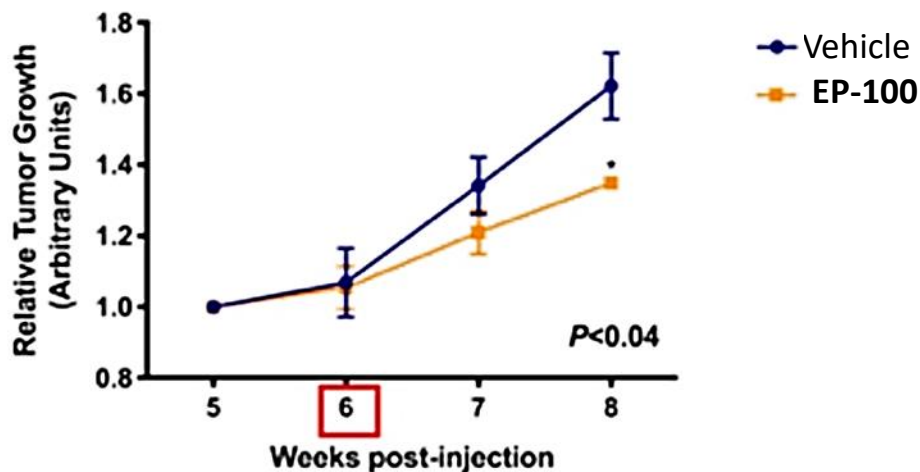
# Cellular co-localization studies of EP-FL probe



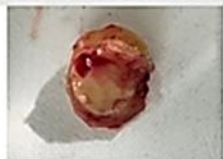
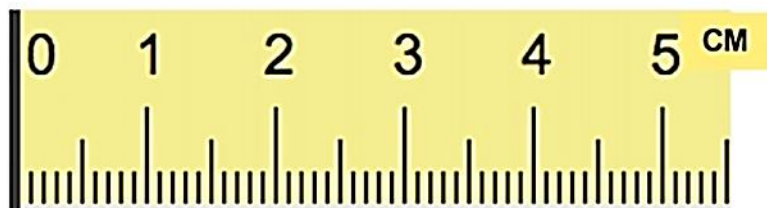
1. EP-FL probe is readily permeable, and it remained inside the cells up to 6 hrs
2. EP-Bodipy FL probe did not accumulate in the peroxisome nor Golgi apparatus
3. EP-Bodipy FL probe did not accumulate in the lysosome nor mitochondria
4. EP-Bodipy FL probe accumulates in the endoplasmic reticulum
5. EP-Bodipy FL does not inhibit protein synthesis (data not shown)



# EP-derivative reduces tumor burden in vivo models



Treatment started on week 6



Vehicle



EP-100

Unpublished results



# Conclusion

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- Natural products display great potential against various metabolic disorders and should be comprehensively evaluated *in vitro* (mechanism) and *in vivo* (efficacy/bioavailability).
- There is a lot of potential to advance these compounds, but funds are the limiting factor.

# Acknowledgements

## Rivas Lab

Dr. Taotao Ling  
Lucinda Boyd  
Dillon Cao  
Jose Garfias  
Jake Barras  
Joshua Beane  
Victoria Delacruz  
Emily Seighman  
Jack Menard  
Will Smither  
Jason Huang

## Collaborators

Dr. Martinez  
UCC Medical School  
Dr. Stephens  
Pennington Biomedical  
Research Center

## Funding

LSU start-up funds  
USDA 2022-33530-37064 (collaborator, 2023-2024)  
Board of Regents Support Fund Awards LEQSF (PI, 2021-2024)  
PRSTRT Therapeutics Accelerator Program (2021-2023)  
Revive Therapeutics, preclinical studies (Co-PI, 2021-2023)  
NIGMS 2R16 (collaborator, 2022-2026)  
NIGMS 1R15GM148983-01 (PI, 2022-2024)  
Pennington /Louisiana NORC Pilot & Feasibility grant (PI,2022-2023)  
PhRMA Foundation grant (PI, 2023-2024)





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# Board of Supervisors

## ACADEMIC COMMITTEE

BOARD OF SUPERVISORS MEETING | APRIL 21, 2023



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## Board of Supervisors

### **Request from LSU A&M to Establish the Graduate Certificate in Cybersecurity Risk Management**

**Date:** April 21, 2023

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

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

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

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

The Graduate Certificate in Cybersecurity Risk Management is a 12-credit hour stand-alone certificate with courses offered in the MBA Department in the E. J. Ourso College of Business. Upon completion of the program, students will be knowledgeable in cybersecurity frameworks used by business enterprises, common cybersecurity and privacy regulations, common intrusion techniques used to gain access to enterprise IT infrastructure, and National Institute for Science and Technology (NIST) methodology for IT risk assessment. The certificate will be offered online to off-campus LSU students and on-campus students. Although computer science plays a large role in cybersecurity, risk management focuses on the planning, policies, and procedures needed to prevent cyber attacks from becoming a problem for a company. This also includes understanding what training is necessary for a company and conducting penetration tests to understand the security of a system. Cyber security will place new demands on business managers, and it is important that future business leaders understand how to manage the cyber risk. The Graduate Certificate in Cybersecurity Risk Management focuses on providing current and future business leaders an understanding of the cybersecurity risk of an organization and how to manage it.

The U.S. Bureau of Labor Statistics expects employment of those within the Cybersecurity field to grow by 33% between 2020-2030. Cyberattacks have grown in frequency, and analysts will be needed to come up with innovative solutions to prevent hackers from stealing critical information or creating problems for computer networks. The increasing adoption of cloud services by small and medium-sized businesses and a rise in cybersecurity threats will create demand for information security analysts throughout the decade. Banks and financial institutions, as well as other types of corporations, will need to increase their information security capabilities in the face of growing cybersecurity threats. In addition, as the healthcare industry expands its use of

electronic medical records, ensuring patients' privacy and protecting personal data are essential. According Lightcast (formerly Burning Glass) data, the top skills and qualifications employers are requesting most frequently of candidates within the Cybersecurity and Risk Management related fields include but are not limited to: (1) Certified Information Systems Security Professional (25,919 job postings), (2) Certified Information Security Manager (12,784 job postings), (3) Certified Information System Auditor (11,901 job postings), and (4) Global Information Assurance Certifications (8,711 job postings). Graduates of this program will be able to sit for two of the most sought after certificates - the Certified Information System Security Professional (CISSP) - the world's premier cybersecurity certification, and the Certified Information Systems Auditor (CISA).

This program was planned in conjunction with the internal auditing program at LSU, which has extensive contacts with recruiters from Fortune 500 companies. The curriculum for the program was developed using input from these recruiters, from cyber risk management consultants, and local employers. This program will complement existing masters students' degrees with skills in cybersecurity risk management as well as enhance working professionals' skill sets.

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

Projected enrollment is 20 students in Year 1, increasing to 50 in four years. There is significant demand from within LSU from current undergraduate students in business after they graduate and current MBA students. The Online MBA program is growing considerably. Current faculty teaching these courses for the MBA program will meet the instructional needs. As the enrollment grows the additional sections will be offered supported by the revenue received from the program.

### **4. Fiscal Impact**

With projected enrollment mentioned above, anticipated revenues, with no additional costs for the next four years, grow from \$207K to \$517K.

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

N/A

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

N/A

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

N/A

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

N/A

**10. Attachments**

**RESOLUTION**

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



## Board of Supervisors

### Request from LSU A&M to Establish the Graduate Certificate in Financial Analytics

**Date:** April 21, 2023

#### 1. Bylaw Citation

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

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

#### 2. Summary of Matter

The Department of Finance is proposing a Graduate Certificate in Financial Analytics as a part, and key component, of offering the MS Finance online. The field of finance has transformed into a data-driven industry dominated by the use of extremely large datasets. The Graduate Certificate in Financial Analytics is designed with the tools and skillsets to manipulate and analyze very large datasets. Excellent analytical skills, while always valuable in Finance, have become essential to being competitive in the finance industry. The Graduate Certificate in Financial Analytics thus provides coursework in data manipulation, modeling, and analysis using Python, R, and Excel while providing experience using large datasets available through Wharton Research Data Services (WRDS), Bloomberg, and other sources in the LSU SMART Lab. The program will be offered both online and on-campus.

This certificate is a stackable credential; therefore, students can earn an MS in Finance online by completing four core Finance courses (FIN 7701 – Corporate Finance, FIN 7633 – Financial Markets, FIN 7719 – Advanced Financial Management, and FIN 7826 – Investment Analysis and Portfolio Theory), this Graduate Certificate in Financial Analytics, and one other Graduate Certificate program currently offered – the Graduate Certificate in Analytics, the Graduate Certificate in Health Care Analytics, the Graduate Certificate in Cloud Computing, and the upcoming Graduate Certificate in Business Analytics, to name a few. Thus making up the 36 required hours for the MS degree.

Analysis and manipulation of big datasets has become critical in most industries and will become more so in the future. Louisiana's future, particularly for young people, is dependent on people with these types of analysis skills in all sorts of industries – this can be seen by the E. J Ourso College of Business and LSU Online's emphasis on analytic programs. Nationally, the skills required for financial occupations are lacking in the available workforce. Programming

languages like R show up in 12% of total job postings, yet only 5% of profiles list this as a skill. Additionally, for Python, the skills gap is 18% to 7%, respectively. There is a clear need for educational programming to align with workforce needs, and this certificate will deliver the required skills. In LA, data analysis skills are in 29% of affiliated occupation job postings yet only 11% of profiles contain this skill. For Python, it is even dire – 13% to 2% respectively.

For occupations related to Financial Mathematics, jobs are expected to grow nationally by 16% from 2022-2032, accounting for all education levels, with average annual openings of 276,050. There is a high demand nationally for qualified applicants as only 2% of the demand is currently met annually (4612 completers).

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

The courses for the Graduate Certificate in Financial Analytics have been offered for several years. The graduate versions have had relatively small enrollments (5-7 students per semester) due to the small size of the MS Finance program, but more MBA students have begun to take the courses as electives; the undergraduate versions of similar courses are regularly full. The certificate program requires no additional resources, and we only expect a modest increase in enrollment, at least initially. We expect the Graduate Certificate in Financial Analytics will make these courses more appealing as electives for MBAs both in-person and online.

This is the only program of its kind in Louisiana. Projected enrollment starts at 5 students in Year 1, increasing to 15 in four years.

### **4. Fiscal Impact**

With projected enrollment mentioned above, anticipated revenues, with no additional costs for the next four years, grow from \$52K to \$155K.

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

N/A

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

N/A

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

N/A



**8. Related Transactions**

N/A

**9. Conflicts of Interest**

N/A

**10. Attachments**

**RESOLUTION**

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



## Board of Supervisors

### Request to Amend the Board Regulations regarding Student Employment

**Date:** April 21, 2023

#### 1. Bylaw Citation

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

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

#### 2. Summary of Matter

Article II, Section 1.B.2 of the Regulations of the Board of Supervisors defines the classification of student employees.

##### B. Student Employees

**2. Students.** Those full-time undergraduate, graduate, and professional students who are employed on a part-time basis on the various campuses of the University and not classified as graduate assistants.

This amendment would increase access and inclusion for student employment purposes. As the regulation currently stands, student employees are defined as students at full-time status. Requiring full-time enrollment is a higher standard than the Federal Work-Study grant requirement of half-time status (34 CFR 675.9). Ultimately, this amendment would reconcile policy language in the BoS Regulations with procedural standards and ensure consistency.

If this amendment to the Regulations is approved, the Office of Academic Affairs can update PM 8: *Definition of Student for Campus Employment Purposes* accordingly.

#### 3. Review of Business Plan

N/A

#### 4. Fiscal Impact

N/A

#### 5. Description of Competitive Process

N/A

#### 6. Review of Legal Documents

34 CFR 675.9: *Student Eligibility within the Federal Work-Study Program*

**7. Parties of Interest**

N/A

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

N/A

**10. Attachments**

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby amend Article II, Section 1.B.2 of the Rules and Regulations to read:

ARTICLE II. APPOINTMENTS, PROMOTIONS, AND TENURE

B. Student Employees

**2. Students.** Those half-time undergraduate, graduate, and professional students who are employed on a part-time basis on the various campuses of the University and not classified as graduate assistants.

**NOW BE IT FURTHER RESOLVED;** the revised Regulation adopted on April 21, 2023 will be effective on April 21, 2023.

**BE IT FURTHER RESOLVED,** the Secretary is authorized to make technical adjustments for the appropriate and accurate codification of these Rules and Regulations.



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## Board of Supervisors

### Request from LSU Health Sciences Center - Shreveport to Name 11 Rooms in the Center for Medical Education Building

**Date:** April 21, 2023

#### 1. Bylaw Citation

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

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

#### 2. Summary of Matter

LSU Health Sciences Center - Shreveport requests the naming of 11 rooms within the newly constructed Center for Medical Education Building, which will be completed in Summer 2023. An \$85 million public-private partnership between the state of Louisiana and LSU, the Center will serve as the new home of healthcare education in northwest Louisiana. The building will allow LSU Health Shreveport to increase its medical school class size, upgrade and enhance its educational offerings, and provide students with new wellness and study space. In addition, it will be home to the new Center for Emerging Viral Threats (CEVT), which includes a biosafety level 3 lab. The CEVT led LSU Health Shreveport's response to the COVID-19 pandemic and will allow it to expand its research and outreach capabilities significantly.

The Center for Medical Education was generously funded by public and private sources. LSU Health Shreveport is seeking to recognize significant funders by naming areas of the building in honor of these benefactors.

**Parish of Caddo Assembly Hall** - The Parish of Caddo, led by the Caddo Parish Commission, allocated significant parish dollars to support the equipment needs of the Center for Medical Education. The Parish of Caddo is a strong partner with LSU Health Shreveport. In recognition of its support, LSU Health Shreveport requests that an assembly hall be named the Parish of Caddo Assembly Hall.

**City of Shreveport Assembly Hall** - The City of Shreveport, led by the Shreveport City Council and Mayor, allocated significant city dollars to support the Center for Medical Education. The City of Shreveport is an essential partner for LSU Health Shreveport. In recognition of its support, LSU Health Shreveport requests that an assembly hall be named the City of Shreveport Assembly Hall.

**Kathy and Roy O. Martin III Teaching Lab** - Kathy and Roy O. Martin, III, are longtime supporters of several LSU campuses, including LSU Health Shreveport. Roy Martin is Chairman, CEO, and CFO of RoyOMartin lumber company which has been in business in Louisiana since 1923. In appreciation for the Martin's leadership support of this project, LSU Health Shreveport

requests that the Center for Emerging Viral Threats Teaching Lab be named the Kathy and Roy O. Martin, III Teaching Lab.

**Bakowski Center for Culinary Medicine** - Sandy and George Bakowski are some of the leading philanthropists in northwest Louisiana. The Bakowski's are longtime supporters of LSU Health Shreveport's Fiest-Weiller Cancer Center and many other organizations throughout their community. Most recently, they gave the lead gift to create the Bakowski Bridge of Lights spanning the Red River at Shreveport. In gratitude for their support of this building, LSU Health Shreveport requests that the Culinary Medicine Center be named the Bakowski Center for Culinary Medicine.

**Frances and Bill Comegys Cardio Studio** - Frances and Bill Comegys are longtime supporters of LSU and, in particular, LSU Health Shreveport. Bill is a graduate of the LSU Law School and has served on several LSU committees and task forces. He is currently Vice Chairman of the LSU Health Shreveport Foundation. In recognition of the Comegys's generous gift to the building, LSU Health Shreveport requests that the Cardio Exercise Studio be named the Frances and Bill Comegys Cardio Studio.

**Campus Federal Credit Union Classroom** - Campus Federal Credit Union was established in 1934 by seven LSU employees. Today, it serves over 50,000 members with locations throughout the state aligned with various LSU campuses. Campus Federal is a strong partner and supporter of LSU Health Shreveport. It made a leadership gift in the early stages of the building's fundraising efforts. In gratitude for Campus Federal's support, LSU Health Shreveport requests that a teaching classroom be named the Campus Federal Credit Union Classroom.

**Noel Foundation, Inc. Classroom** - The Noel Foundation, incorporated in 1972, is a non-profit organization that supports education, cultural arts, and the community in Shreveport, Louisiana. It has a long history of funding scholarships and programs at LSUS. In the last several years, it has also begun supporting LSU Health Shreveport in many ways. In appreciation for the Noel Foundation's support of the building, LSU Health Shreveport requests that a teaching classroom be named the Noel Foundation Inc. Classroom.

**Fred L. Phillips Procedural Skills Lab** - Fred L. Phillips was well-known throughout northwest Louisiana and beyond for his entrepreneurship, service, and philanthropy. Unfortunately, Mr. Phillips tragically died in 2021, but not before he and his family made a leadership gift to the building. In recognition of this gift and Mr. Phillip's legacy, LSU Health Shreveport requests that a procedural skills lab be named the Fred L. Phillips Procedural Skills Lab.

**Dr. Hugo and Nancy Cuellar Procedural Skills Lab** - Dr. Hugo Cuellar is the Scotty and Larene Woodward Professor and Chair of Radiology at LSU Health Shreveport. Dr. Cuellar completed a neuroradiology fellowship at LSU Health Shreveport and has been on the faculty for 13 years. He is a renowned interventional neuroradiologist and Ochsner LSU Health Shreveport's Stroke Center co-director. In gratitude for Dr. Cuellar and his wife Nancy's leadership gift, LSU Health Shreveport requests that a procedural skills lab be named the Dr. Hugo and Nancy Cuellar Procedural Skills Lab.

**Metro Aviation/Life Air Rescue Hospital Ward** - Metro Aviation, based in Shreveport, was incorporated in 1982 as a helicopter charter, flight training, and maintenance operation. It now

has air medical transport operations throughout the US. In addition, Metro Aviation's Life Air Rescue provides emergency and critical care transport via helicopter for patients with critical needs within a 150-mile radius of Shreveport. Metro Aviation and Life Air Rescue have been key partners and supporters of LSU Health Shreveport for many years. In appreciation for their leadership gift to the building, LSU Health Shreveport requests that the hospital simulation ward be named the Metro Aviation/Life Air Rescue Hospital Ward.

**Louie R. Davis and Robert G Pugh Memorial Classroom** - Bobby Pugh is a well-respected attorney in Shreveport. For many years, the late Randy Davis ran his family hardware business, Southern States. Mr. Pugh and Mr. Davis were close friends. Together, they made a leadership gift to the building. Mr. Pugh made his gift in memory of his father; Robert G. Pugh, Sr. Mr. Pugh's father was also a respected Shreveport attorney and a founder of the LSU Health Shreveport Foundation. In gratitude for Mr. Pugh and Mr. Davis's gift, LSU Health Shreveport requests that a classroom be named the Louie R. Davis and Robert G. Pugh, Sr. Memorial Classroom.

All namings have gone through the appropriate campus channels and have received approval from Chancellor Guzick.

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

N/A

### **4. Fiscal Impact**

N/A

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

N/A

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

A memo of approval from the Chancellor of LSUHSC-Shreveport and the donor agreements are on file in the Office of Academic Affairs.

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

N/A

### **8. Related Transactions**

N/A

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

N/A

## 10. Attachments

### RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center - Shreveport to Name 11 Rooms in the Center for Medical Education Building.



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## Board of Supervisors

### Request from the LSU Agricultural Center for Continued Authorization of the Food Innovation Institute

**Date:** April 21, 2023

#### 1. Bylaw Citation

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

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

#### 2. Summary of Matter

The LSU Agricultural Center seeks full, five-year approval of the Food Innovation Institute (Foodii). The Board of Regents granted two-year, conditional approval of the Institute in 2021.

Foodii is a cross-disciplinary unit under the LSU Agricultural Center's Office of the Vice President for Agriculture. The Institute focuses on supporting the food industry, stimulating economic development, and research related to food ingredients and packaging technology.

Activities include small business incubation, food and marketing research, and student and client education. During the past two years, Foodii has obtained external awards from the Department of Commerce in the amount of \$1.5 million as well as matching funds from the Louisiana Legislature and Division of Administration in the amount of \$2.5 million. These funds will support the buildout of Phase II of the Food Innovation Institute, dramatically increasing food business incubation, economic development, research and instruction.

The Food Incubator, now the Food Innovation Institute, was started in 2013. The initial mission was to provide technical assistance to small food product entrepreneurs. Through the ensuing years, the Incubator has helped these entrepreneurs move from their personal kitchen to a small-scale production facility on the LSU campus. The Food Incubator started with 10 clients. Since then, it has grown to 42 clients producing 125 products. These products are being sold in locations in the southern region. Additionally, the Institute has provided research-based technical assistance to existing companies.

The success of Foodii created a demand for more assistance and additional client capacity. Currently, there is a waiting list of clients that wish to use the services provided. The LSU Agricultural Center is greatly expanding the scope and mission of its food industry support



program. The expansion includes new business incubation research infrastructure, increasing the number of clients served, providing a wider range of research-based services, and increasing outreach to students and the public.

The current facilities include a small bottling line, a large bottling line, laboratory space for food product research and development, refrigeration and freezer space, dry storage space, and commercial kitchen space. The Institute has access to 9,430 square feet of space in Ingram Hall, 1,893 square feet in the Animal and Food Sciences Laboratories as well as additional shared space in faculty research laboratories and a 4,236 square foot building housing the large bottling line with prep kitchen. Additionally, LSU Agricultural Center's award from Department of Commerce Economic Development Agency and the state of Louisiana will add approximately 14,000 square feet of space to include a hot process kitchen, a cold process kitchen, expanded dry storage and cold storage spaces, administrative offices, a conference room, a product development/analytical lab, and necessary support spaces. The construction of this project has been facilitated through the state of Louisiana Facilities and Property Control and initial meetings with the selected architects are being scheduled. It is anticipated that the project will be completed in FY 2025-2026.

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

Foodii falls under the administration of the Associate Vice President of Strategic Initiatives at the LSU AgCenter. Eleven faculty work within the Institute.

Historically, the Food Incubator, now Food Innovation Institute, has been successful in obtaining external economic development awards and anticipate this success to continue leading to a Phase III buildout in the 2027-28 year. This will complete the physical plant for the Food Innovation Institute building upon: 1) a \$2,500,000 grant from the La. Office of Community Development to purchase equipment and install a bottling line, hire food scientists and train graduate and undergraduate students; 2) a \$1,500,000 grant from Economic Development Association/Department of Commerce; and 3) \$2,500,000 in state appropriations as matching funds for awards.

The current Phase II buildout of the Institute will vastly increase production and sales capacity. It is intended that the present buildout will include a retail space allowing for Institute-produced and tenant-produced products to be sold directly to off-campus apartments. It is intended that by partnering with local farmer's markets for fresh, seasonal produce and selling these products along with fresh meats from the LSU Meat Laboratory and dairy products produced by the LSU Dairy Creamery, self-generated revenue will increase substantially.

It is the realistic goal for the Institute to attain budget sustainability through tenant fees, self-generated sales revenue, philanthropy, and external grants.

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

Foodii is supported by a combination of state funds, external funds, and self-generated funds. Over the next five years, the Institute has a budget of approximately \$1.6M, with estimated costs of approximately \$600K a year for salaries and benefits, supplies, travel, operating expenses, and equipment.

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

#### **10. Attachments**

### **RESOLUTION**

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



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## Board of Supervisors

### Request from LSU A&M for Continued Authorization of the Center for Transformative Innovation in Energy Research

**Date:** April 21, 2023

#### 1. Bylaw Citation

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

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

#### 2. Summary of Matter

LSU A&M seeks continued authorization of the Center for Turbine Innovation and Energy Research (TIER), with the updated name of Center for Transformative Innovation in Energy Research (TIER), for another five years. The Center was first granted five-year approval by the Board of Regents in September 2001. Three additional authorizations of five years were approved in 2008, 2013, and 2018.

The original mission of TIER was to enhance the understanding of flow, heat transfer, and combustion in gas turbines for propulsion and power production. Due to the natural evolution of research interests, current TIER research includes energy devices/systems/infrastructures and their structural integrity assurance, energy-efficient advanced manufacturing, advanced fuels, and the application of machine learning and data science to energy problems.

According to the U.S. Energy Information Administration, Louisiana is 3rd nationally in natural gas production and reserves (~9% of U.S. total marketed natural gas production, holding ~8% of the nation's reserves). Louisiana's oil refining capacity, at 3.2M barrels/day of crude with 14 refineries, is ~20% of the nation's capacity. In 2021, Louisiana shipped over half the nation's liquefied natural gas exports and about 13% of its coal exports, with New Orleans the 3rd-largest U.S. coal exporting port. Louisiana ranks 4th nationally in total energy consumption, and 2nd in per capita energy consumption, largely because of its energy-intensive chemical, petroleum, and natural gas industries. Louisiana also has the 2nd-highest per capita residential electricity consumption in the nation, largely because of air-conditioning. It is thus evident that energy-related technologies have been, and are, hugely important for Louisiana and the nation. Looking forward, significant changes will be needed.

The TIER Center's goal is to address some of the challenges posed by this transition, primarily by advancing innovative solutions for improved design, performance, and fabrication of modern and novel energy devices and infrastructure. The objectives of TIER are to work towards development of advanced technologies that will: (1) improve the performance and reliability of modern energy devices, including gas turbine systems, and produce power/thrust at lower costs and reduced emissions; (2) develop solutions for transition to clean energy for transportation and power generation; (3) develop energy-efficient advanced manufacturing technologies for the fabrication of modern energy devices and infrastructure components essential for the clean energy transition; (4) provide workforce development and service to the energy-related industries in the state and nationwide; and (5) maintain a well-funded national center of excellence on modern energy devices and infrastructure and their realization through advanced manufacturing technologies. in energy systems and infrastructure as the now inevitable transition to clean (lower to zero carbon footprint) energy sources is affected. Furthermore, TIER's research emphasis on research in the manufacturing and infrastructure domains essential to enabling the energy transition in Louisiana and the nation makes it essentially complementary to the vision and mission of the newly founded LSU Institute for Energy Innovation.

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

In the past five years, apart from the new hire Prof. Ope Owoyele joining the center in Fall 2021, there have been no other changes in personnel (faculty and staff) or administrative structure. Some TIER facilities have been upgraded and access to some new additive manufacturing equipment has been added.

Mechanical and Industrial Engineering is the Center's lead department, and the department chair (Prof. Nikitopoulos) is involved with the Center as a member. At present there are five key faculty members associated with the Center (Profs. Guo, Menon, Nikitopoulos, Owoyele, Schoegl). These key TIER faculty meet regularly to discuss future plans and strategies. TIER maintains close interaction with industry (e.g. IFG, Baker-Hughes, DOW Chemical, Entergy, Shell, Chevron, Lockheed Martin, Northrop-Grumman, Hutchinson-Mide, among others), seeking advice and input on important research matters. Individuals from this group of industries serve as an unofficial advisory group for TIER.

### **4. Fiscal Impact**

TIER's funding comes solely from a variety of different grants and contracts. It is evident that the re-orientation of research from faculty associated with the center has been successful and is moving in the same direction as national objectives. Faculty brought in approximately \$300K annually in the last five years. During those same five years, faculty researching in clean energy technologies have brought in approximately \$3M annually. All costs associated with the center, including salaries and benefits, supplies, travel, and operating expenses, do not exceed expected 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**

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M for the continued authorization of the Center for Transformative Innovation in Energy Research.



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## Board of Supervisors

### Request from LSU Alexandria to Offer the BS in Biology as a Hybrid Online Program

**Date:** April 21, 2023

#### 1. Bylaw Citation

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

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

#### 2. Summary of Matter

LSU Alexandria would like to offer their currently established BS in Biology program as a hybrid online program. This program will be mostly online except for the lab requirements of the curriculum. The anticipated launch date for the online degree is Fall 2023.

The current, on-campus BS in Biology was approved in 2002. It has a set of core major courses that all students take. In addition, students choose from one of eight concentrations. Students in this hybrid program offered through LSU Online can only choose the Modern Biology concentration. This concentration focuses on cutting edge biological theory and techniques.

General laboratory skills, an essential component of the online program, can be acquired in two ways. One is for students to take lab classes at a university near them and have the credits transferred to LSUA and applied to the program. Another is to attend an intensive one-week *General Lab Techniques for Science Majors* course in person on the LSUA campus. During that week students will gain hands-on experience with biology faculty and learn the lab techniques they would otherwise learn by taking the individual labs for General Biology I, General Biology II, and Microbiology.

#### 3. Review of Business Plan

N/A

#### 4. Fiscal Impact

Offering the BS in Biology online is expected to increase revenue from additional student enrollment from a different market - the national market.

#### 5. Description of Competitive Process

N/A

#### 6. Review of Legal Documents

N/A

**7. Parties of Interest**

N/A

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

N/A

**10. Attachments**

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Alexandria to offer the BS in Biology as a Hybrid Online Program.



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## Board of Supervisors

### Request from LSU Alexandria to Offer the BA in History 100% Online

**Date:** April 21, 2023

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

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

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

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

LSU Alexandria would like to offer their currently established BA in History 100% Online. The anticipated launch date for the online degree is Fall 2023.

The Bachelor of Arts in History offers students the opportunity to pursue a major in history, with an emphasis in either U.S. or non-U.S. history. Graduates will be prepared for a variety of graduate programs, including law school, as well as immediate careers in secondary education, public history, publishing, and many different government and human services. Students who choose to pursue the degree online will have the same course requirements and options as students pursuing the program in a traditional face-to-face setting.

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

N/A

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

Offering the BA in History online is expected to increase revenue from additional student enrollment from a different market - the national market.

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

N/A

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

N/A

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

N/A

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

N/A



**9. Conflicts of Interest**

N/A

**10. Attachments**

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Alexandria to offer the BA in History 100% Online.



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## Board of Supervisors

### Request from the LSU Agricultural Center to Augment the Louisiana Farm Bureau Professorships in Agricultural Policy I (#2) and II (#2)

Date: April 21, 2023

#### 1. Bylaw Citation

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

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

#### 2. Summary of Matter

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

Significant donations have been made to the LSU Foundation to establish Endowed Professorships that qualify for BoRSF matching funds. LSU A&M is requesting approval to augment two Endowed Professorships based on the donations listed:

##### Louisiana Farm Bureau Professorship in Agricultural Policy I #2 - \$80,000

The Board of Supervisors previously approved the establishment of the Louisiana Farm Bureau Professorship in Agricultural Policy I based on donations totaling \$240,000, which received a match from the Board of Regents in Fiscal Year 2022. Formal establishment is now being sought for the augmented Louisiana Farm Bureau Professorship in Agricultural Policy I based on additional donations of \$80,000, for combined total private donations of \$320,000.

##### Louisiana Farm Bureau Professorship in Agricultural Policy II #2 - \$80,000

The Board of Supervisors previously approved the establishment of the Louisiana Farm Bureau Professorship in Agricultural Policy II based on donations totaling \$240,000, which received a match from the Board of Regents in Fiscal Year 2022. Formal establishment is now being sought for the augmented Louisiana Farm Bureau Professorship in Agricultural Policy II based on additional donations of \$80,000, for combined total private donations of \$320,000.

#### 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 agreements are on file at the LSU Foundation, and a memo of support from the interim Vice President for Agriculture is on file in the Office of Academic Affairs.

## **7. Parties of Interest**

N/A

## **8. Related Transactions**

N/A

## **9. Conflicts of Interest**

N/A

## **10. Attachments**

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from the LSU Agricultural Center to augment the Louisiana Farm Bureau Professorships in Agricultural Policy I (#2) and II (#2).

**BE IT FURTHER RESOLVED** that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the augmentation of the Louisiana Farm Bureau Professorships in Agricultural Policy I (#2) and II (#2).



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## Board of Supervisors

### **Request from LSU Health Sciences Center – Shreveport to Establish the Terry Connally Davis, PhD Endowed Professorship in Health Literacy, Health Communication, and Rural Health**

**Date:** April 21, 2023

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

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

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

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

The LSU Health Sciences Foundation in Shreveport has received a \$100,000 gift to establish the Terry Connally Davis, PhD Endowed Professorship in Health Literacy, Health Communication, and Rural Health. No Board of Regents matching funds are being requested.

Dr. Terry C. Davis led an inspiring and impactful career during her more than 40 years at LSU Health Sciences Center - Shreveport, serving as Professor of Internal Medicine and Pediatrics and Division Chief of Healthcare Disparities. She was dedicated to investigating the impact of patient literacy on health and healthcare. Among her many achievements, Dr. Davis developed the Rapid Estimate of Adult Literacy in Medicine (REALM), the most widely used test for literacy in medical settings. She also developed easy-to-understand patient education and provider training materials that have become the gold standard nationally.

Upon her retirement announcement, Dr. Davis' friends and colleagues came together to establish an endowed professorship in recognition of her dedicated support to LSU Health Sciences Center - Shreveport and her unwavering pursuit of research and academic excellence.

#### **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 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**

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center - Shreveport to Establish the Terry Connally Davis, PhD Endowed Professorship in Health Literacy, Health Communication, and Rural Health.



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## Board of Supervisors

### Request from the LSU A&M to Establish the Jill and Roger Jenkins Scholarship for Mike the Tiger's Caregivers

Date: April 21, 2023

#### 1. Bylaw Citation

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

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

#### 2. Summary of Matter

The Board of Regents Support Fund (BoRSF) Endowed Superior Graduate Student Scholarships Subprogram matches non-State contributions of at least \$60,000 with \$40,000 from the BoRSF to create endowed scholarships to support graduate and first professional degree students as well as post-doctoral fellows. Income above corpus may be used to benefit the student recipient in the form of scholarships, fellowships, and experiential opportunities, including internships, externships, conference travel, and field work.

Significant donations have been made to the LSU Foundation to establish an Endowed Superior Graduate Student Scholarship that qualifies for BoRSF matching funds.

#### Jill and Roger Jenkins Scholarship for Mike the Tiger's Caregivers - \$120,000

The Jill and Roger Jenkins Scholarship for Mike the Tiger's Caregivers shall benefit full-time graduate students enrolled in the School of Veterinary Medicine, who are caretakers of LSU's live tiger mascot, "Mike the Tiger". (In the event there is no live tiger mascot at LSU, the caretaker award criteria shall not apply, and the name of the scholarships shall be known as the Jill and Roger Jenkins Scholarships in Veterinary Medicine).

#### 3. Review of Business Plan

N/A

#### 4. Fiscal Impact

N/A

#### 5. Description of Competitive Process

N/A

**6. Review of Legal Documents**

The donor agreement is on file at the LSU Foundation.

**7. Parties of Interest**

N/A

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

N/A

**10. Attachments**

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from the LSU A&M to establish the Jill and Roger Jenkins Scholarship for Mike the Tiger's Caregivers.

**BE IT FURTHER RESOLVED** that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Jill and Roger Jenkins Scholarship for Mike the Tiger's Caregivers.



## Board of Supervisors

### Request from the LSU A&M to Establish Three Endowed Professorships

Date: April 21, 2023

#### 1. Bylaw Citation

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

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

#### 2. Summary of Matter

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

Significant donations have been made to the LSU Foundation to establish three endowed professorships that qualify for BoRSF matching funds.

##### Scott and Ruth Bergeron Professorship in Biological Engineering #2 - \$80,000

The Scott and Ruth Bergeron Professorship in Biological Engineering #2, to be established in the College of Engineering, may be used for salary supplements, enhancements, and other support of the faculty holder's academic, scholarly, and professional activities. The professorship holder shall be selected by the Dean of the College of Engineering, who shall also determine the time period for which the professorship is held.

##### Callais and Woods College of the Coast and Environment Dean's Professorship - \$80,000

Callais and Woods College of the Coast and Environment Dean's Professorship shall be established to serve as a visible testimony to the importance of coastal land loss, resilience, and restoration to Louisiana. The endowment shall support the Dean's professional, academic, and scholarly activities. The recipient of the professorship shall be the Dean of the College of Coast and Environment.

##### Dr. Bobby and Lori Kent Savoie Professorship in Mechanical and Industrial Engineering - \$80,000

The Dr. Bobby and Lori Kent Savoie Professorship in Mechanical and Industrial Engineering, to be established in the College of Engineering, may be used for salary supplements, enhancements, and other support of the faculty holder's academic, scholarly and professional activities, including but not limited to instruction, research, equipment, and materials. The



professorship holder shall be selected upon recommendation by a faculty committee and approved by the College Dean.

**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 agreements are on file at the LSU Foundation.

**7. Parties of Interest**

N/A

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

N/A

**10. Attachments**

**RESOLUTION**

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

- a) Scott and Ruth Bergeron Professorship in Biological Engineering #2
- b) Callais and Woods College of the Coast and Environment Dean's Professorship
- c) Dr. Bobby and Lori Kent Savoie Professorship in Mechanical and Industrial Engineering

**BE IT FURTHER RESOLVED** that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the establishment of the following professorships:

- a) Scott and Ruth Bergeron Professorship in Biological Engineering #2
- b) Callais and Woods College of the Coast and Environment Dean's Professorship
- c) Dr. Bobby and Lori Kent Savoie Professorship in Mechanical and Industrial Engineering



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## Board of Supervisors

### Request from the LSU Agricultural Center to Establish the Albert E. and Karen W. Kirby Professorship in Agriculture

**Date:** April 21, 2023

#### 1. Bylaw Citation

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

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

#### 2. Summary of Matter

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

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

#### Albert E. and Karen W. Kirby Professorship in Agriculture - \$80,000

The Albert E. and Karen W. Kirby Professorship in Agriculture may be used for salary supplements enhancements and other support of the faculty holder's academic, scholarly, and professional activities, including but not limited to instruction, research, equipment and materials, technology, and graduate student support. The recipient of the professorship shall hold an AgCenter faculty appointment and shall be selected upon recommendation by a faculty committee and approved by the LSU VP for Agriculture.

#### 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 Foundation.

**7. Parties of Interest**

N/A

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

N/A

**10. Attachments**

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from the LSU Agricultural Center to establish the Albert E. and Karen W. Kirby Professorship in Agriculture.

**BE IT FURTHER RESOLVED** that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Albert E. and Karen W. Kirby Professorship in Agriculture.



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# Board of Supervisors

## FINANCE COMMITTEE

BOARD OF SUPERVISORS MEETING | APRIL 21, 2023



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## Board of Supervisors

### Request to Authorize the University to Execute a Contract for Dining Services

**Date:** April 21, 2023

#### 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

LSU seeks to award a new contract for the operation of dining services and snack vending on the LSU A&M, LSU Eunice, and LSU Alexandria campuses. The current contract expires June 30, 2023. After a competitive Request for Proposal Process, the Board approved the recommendation of Compass Group USA, Inc., by and through its Chartwells Division (“Chartwells”) as the vendor in February 2023.

The Executive vice president of finance and office of the general counsel have negotiated the final contract with Chartwells, which is being recommended for approval by the board.

#### 3. Review of Business Plan

The financial model is described in the attached summary and the exhibits to the contract. In addition, Chartwells has agreed to provide a once a day meal equivalency of \$8.50 at certain franchises for students who do not utilize a weekday lunch or dinner.

#### 4. Fiscal Impact

As a revenue-generating contract, LSU will realize a positive financial impact resulting from the new contract. Both proposals include capital investments from the supplier over 10 years across the three campuses. The proposals also include increased dining commission rates over the current contract, in-kind contributions, vending commissions, and initial cash payments at all three campuses. The proposals include KPI’s with risk payments that will be used to ensure that all financial and operational targets are met.

#### 5. Description of Competitive Process

LSU Auxiliary Services began collaborating with the Office of Procurement Services on the specifications for the Solicitation for Offers (SFO) in 2021. An SFO was advertised on April 6, 2022.

Proposals were evaluated on a number of criteria, including the respondents' qualifications and experience, a technical proposal, a Veteran and Hudson initiative proposal, and a financial proposal. A comprehensive evaluation team comprised of student representatives, stakeholders at all impacted campuses, Auxiliary Services, Athletics, and Residential Life reviewed responses to the SFO.

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

LSU Auxiliary Services, LSU Procurement Services, LSU Athletics, LSUE, LSUA, and the Office of General Counsel has spent the last two months negotiating a final contract. The contract incorporates all the terms of the BAFO.

## **7. Parties of Interest**

LSU, LSUE, LSUA, selected vendor

## **8. Related Transactions**

N/A

## **9. Conflicts of Interest**

None known.

## **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 authorize the President, or his designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute the attached agreement for dining services.

**LSU**



**LSU DINING**

**FOLLOW-UP DOCUMENT**

**RFQ-0000001607 | APRIL 6, 2023**





## LSU AND CHARTWELLS

### MEAL EXCHANGE

New to our partnership, we will introduce meal exchange for the Tiger community, providing more variety and choice for students on campus. Gen Z is seeking meal plans that are affordable, portable and flexible for locations across campus.

**\$8.50** = value of meal exchange      **1** swipe per day

Locations included: Red Stick Subs & Salad, Bowl Life/Geaux Halal, Sonic, Einstein's, Zippy's, Student Union meal of the day.

### DRIVING PARTICIPATION

Our dining program is built intentionally with the Tiger community in mind, growing the number of locations on campus and increasing the variety of cuisine types. Our dining halls create destinations and different experiences to encourage more students to participate in meal plans and residential dining. Students will have access to more retail options, with an extensive program of national, local and Chartwells-exclusive brands. With the ability to sell meal plans 365 days a year, Chartwells can unlock more involvement in the dining program across all student years, faculty and staff.

## SUPPLIER DIVERSITY

### OUR COMMITMENT

**35%** of purchases annually with veteran and Hudson/HUB and diverse suppliers

**\$65.8 MILLION** over life of contract

**15%** of revenue with veteran and Hudson/HUB and diverse suppliers

**\$72 MILLION** over life of contract

We will bring a diverse supplier base to campus through purchasing and partnerships, supporting the local community and underrepresented groups.

**We have allocated \$10,000 a year of in-kind funds to support a Supplier Diversity Fund.**

### GOURMET SERVICES

Gourmet Services is the nation's oldest, wholly black, female-owned-and-operated foodservice management company in the U.S., providing cafeteria, concessions, catering and brand management services to colleges and universities, businesses and industry, and other sections of the foodservice market. In addition, through its affiliate a la carte menu services, Gourmet Services owns and operates the Mrs. Winner's Chicken & Biscuit brand, an iconic bone-in chicken fast-casual restaurant serving a uniquely flavorful product with a homestyle flair.



### DOOKIE CHASE RESTAURANTS

We are excited to bring Dookie Chase to campus through a new partnership to showcase a local, family-owned business from New Orleans.

### SUPPLIER DIVERSITY PROGRAM

To continue growing our diverse suppliers on campus, we have a dedicated team of four in Foodbuy who are solely committed to our Supplier Diversity program. We provide services to our vendors to support them in establishing certifications across national and state options. We assist suppliers in submitting the certification applications and coach them through the process, helping us increase our diverse suppliers in the Compass Group portfolio.

### LOCAL LOUISIANA PARTNERS



We prioritize bringing the taste of Louisiana through our suppliers and partners, ensuring the Tigers get to experience local cuisine and products while supporting the local economy.

Our local suppliers include Capitol City Produce, New Orleans Fish House, Baton Rouge Shrimp Company, Coastal Plains Meat Company and more.

### BALLARD BRANDS



## STAFFING

We take care of over 400 associates who serve the Tiger community within our dining program locations. Under Jeff Nice's leadership, we have created a work environment that prioritizes diversity, equity and inclusion, providing talent development and opportunities for all.

- Average hourly pay rate is \$14.51
- New Associates can earn up to 5 days of vacation in year 1, up to 10 days years 2 thru 5, and an additional week for every 5 years employed after up to 4 weeks.
- New and tenured Associates can earn up to 5 days of sick leave per year.

## RENDERINGS: THE 5 AND 459, HEADHOUSE

# SOCIAL HOUSE



### CAPEX PLAN

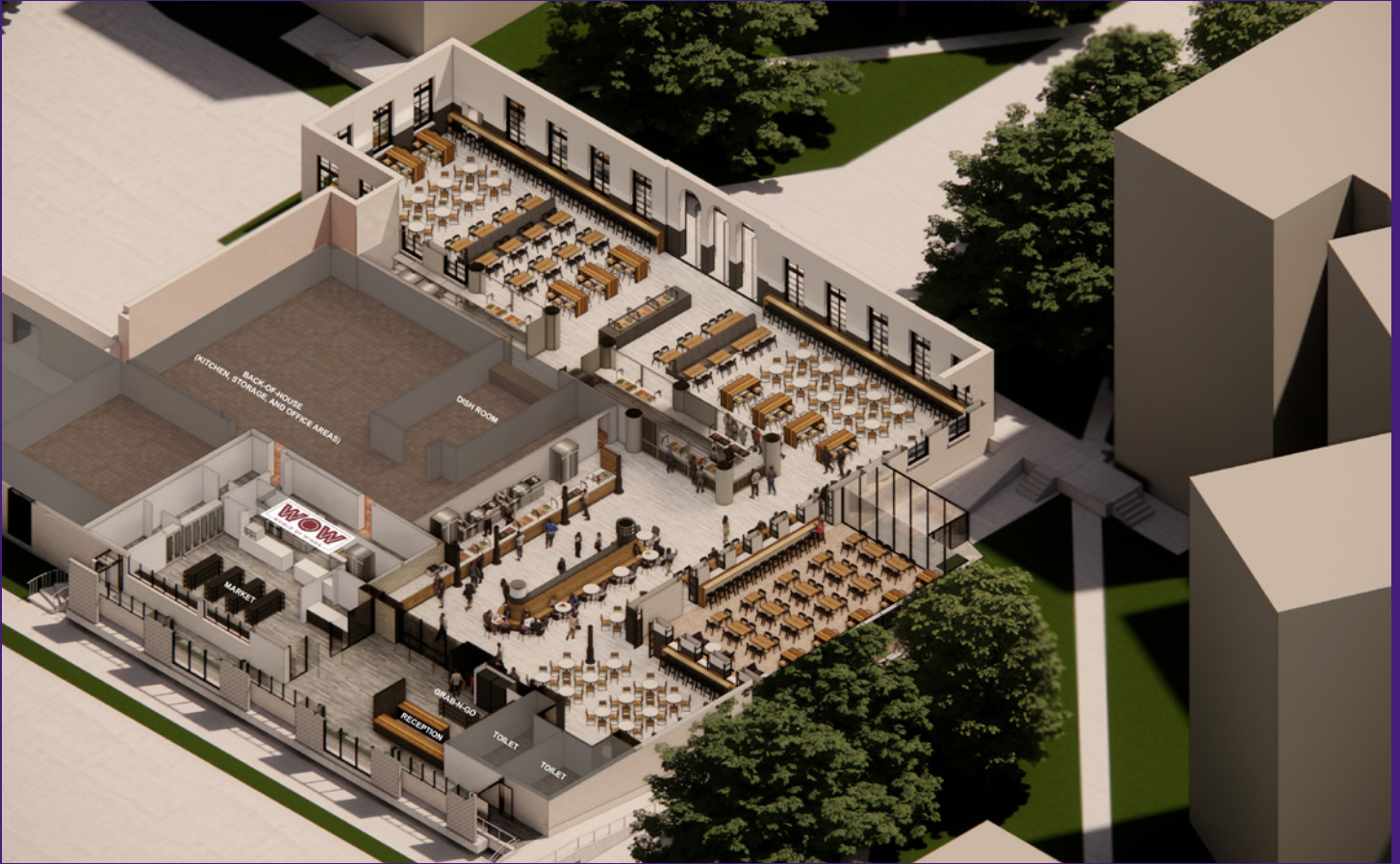
All our capital investment projects will be part of our regular reviews with the team at LSU to align planning, investment and outcomes.

**\$38,936,103 capital investment over life of the contract**

### KEY PROJECTS:

- 459 Commons transformation to Laville Food Emporium
- Introduction of new retail concepts at Headhouse
- The 5 transformation to Social House
- Brand new dining hall in 2026





# LAVILLE



# HEADHOUSE





**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE,  
PARISH OF EAST BATON ROUGE**

This Agreement ("Agreement") is made and entered into by and between **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE** (hereinafter referred to as "LSU" or "University"), a public constitutional corporation organized and existing under the laws of the State of Louisiana and **COMPASS GROUP USA, INC., BY AND THROUGH ITS CHARTWELLS DIVISION**, a corporation organized and existing under the laws of the State of Delaware corporation, authorized to do business in the State of Louisiana (hereinafter referred to as "Supplier").

**ARTICLE I**

TERM

**1.0** The term of this Agreement shall be for ten (10) years, commencing on July 1, 2023 ("Begin date") and ending on the day immediately preceding the tenth (10) anniversary of the Begin date ("End date"). This Agreement may be extended for two (2) additional five (5) year terms for a total of up to a twenty (20) year agreement, subject to the mutual Agreement of LSU and Supplier. The parties agree to terminate the existing food service agreement dated March 27, 2015, by and between LSU Alexandria and Supplier, on June 30, 2023. The parties further agree that LSU Alexandria shall join this Agreement on Begin date and shall commence operations as outlined.

**ARTICLE II**

SCOPE OF SERVICES

**2.0** The Supplier is to provide LSU the following food service operations at the locations listed below. Supplier will be granted exclusive rights to the operation of dining services, board plan, retail, vending and unattended vending on the LSU campuses at the facilities listed below. The Supplier will operate at its expense and upon its own credit, dining service operations, including but not limited to the preparation and service of food in current and future dining facilities designed by the University, which shall include all storage, preparation, service, and seating areas. The Supplier and University shall maintain these facilities as detailed in **Attachment 3 (Responsibility Matrix)** in an acceptable manner to the University consistent with industry standards. The Supplier shall provide catering on campus and off-campus as requested by the University and agreed to by the Supplier. Any function that utilizes alcohol must abide by the University's alcohol policy outlined in section 3.32 of SFO.

**2.1** LSU Dining Services Program, comprised of the following services:

- Residential Dining Services
- Retail Dining Services
- Catering Services
- Summer Conferences and Camps
- C-Store/Marketplace Services
- Athletics Performance Nutrition Center at LSU A&M
- Athletic Concessions at Alexandria
- Athletic Concessions at Eunice
- Vending Services
- Unattended Vending Services

The Club at Union Square at Baton Rouge  
Early Childhood Education Laboratory Preschool at Baton Rouge  
Provision of alcohol service as required in conjunction with the above.

In accordance with the specifications outlined in the SFO document, **Attachment 1** provides the scope of services, tasks, and deliverables the University requires of the Supplier, along with financial terms associated with the food services. Further, **Attachment 2** details the financial terms associated with Vending Services and Unattended Vending Services.

**ARTICLE III**  
SUPPLIER OBLIGATIONS

3.0 Supplier Obligations

- 3.1 Supplier must anticipate and resolve dining service issues immediately. Supplier should review problems on a regular basis, and discuss and implement solutions to prevent recurrences. Examples of such problems include excessively long lines, bottlenecks in traffic flow, delays in production, products which are difficult to serve, shortages of equipment and supplies, and insufficient supplies of condiments, etc. Upon request, supplier may be required to provide a report detailing a root cause analysis of any significant/major disruptions in services.
- 3.2 Supplier's purchase of food, supplies, and equipment shall meet all applicable requirements of the United States Department of Agriculture (USDA), Food and Drug Administrations (FDA) and National Sanitation Foundation (NSF). Supplier will use reasonable efforts to purchase locally sourced food that originates within 250 miles from the University main campus with priority to Louisiana suppliers and distributors, where applicable. In the absence of grade labeling, the Supplier shall provide the University, upon request, with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided. In addition, the Supplier must be prepared to assure the University that all of its food and supply vendors meet, if not exceed, all regulatory body laws and standards.
- 3.3 Supplier must provide an annual operating plan to University by March 1 every year, which plan shall be reviewed and approved by the University by April 15. As part of the annual operating plan, Supplier will review and recommend any updates to the key performance indicators ("KPIs") for the respective year. The initial set of KPIs applicable to the 2023-2024 academic year are set forth in **Attachment 4 (Key Performance Indicators)** of this Agreement.
- 3.4 Supplier shall provide the University with a monthly sales report within 5 days following the end of a month. The monthly sales report must detail sales and patron counts by location.
- 3.5 Supplier will procure all food, beverages, and supplies for the dining program. The University accepts that Supplier or its parent company, Compass Group USA, Inc. ("Compass") may receive volume, trade or cash discounts for items purchased as part of doing business at University and that those discounts will accrue to Supplier and/or Compass and will not be credited back to the University, except that Supplier agrees to provide a credit to the University an amount equal to 3% of all product purchased through Supplier's broadline distributor for the performance of Supplier's services at the Leased Premise.
- 3.6 Supplier will develop and implement a comprehensive and proactive marketing and communications plan that will support dining services, promote sales, and engage the campus community.

- 3.7 Supplier will provide an annual plan outlining LSU Dining's environmental and sustainability program. Plan should include metrics on current efforts and enhancements and efforts to demonstrate annual improvement on the goal of reducing LSU Dining's carbon footprint.
- 3.8 Results of any inspection or audit performed by any governmental authority will be immediately provided to the University.
- 3.9 Supplier shall fund an investment in the University's dining service program to fund capital improvements to the University's dining service facilities, as detailed in **Attachment 1 (Financial Terms)**.
- 3.10 Supplier shall hire all employees necessary for the performance of this Agreement, including the management team detailed in **Attachment 5 (LSU Management Team)**. Supplier will give priority to LSU students, whenever possible, when employing part-time employees. Supplier must conduct and possess a current background check on all Supplier employees, whether full-time, part-time, or temporary. A deficiency shall result if an employee of the Supplier cannot produce a background check for the employee or the employee does not pass a background check. This may result in the removal of the employee from LSU.
- 3.11 Supplier must perform its services to the satisfaction of LSU and be subject to the reasonable supervision and control of the University's Contract Administrator, the Assistant Vice President, Auxiliary Services. Oversight would include but not be limited to daily operational Supplier contract adherence, monitoring the accurate financial reporting, payment and financial performance of Supplier, reviewing service and quality levels delivered to the customers, and customer service satisfaction monitoring. Any major proposed changes to the foodservice program or contract, including but not limited to, days and hours of operation, pricing, meal plan changes, and major staffing, must be approved in writing by the Assistant Vice President, Auxiliary Services.
- 3.12 Supplier shall comply with and observe all (i) applicable federal, state and local laws, ordinances, rules, regulations, codes (including without limitation, any applicable health, safety or fire codes) administrative interpretations, and all rules or regulations imposed by governing body of the University (collectively, "Applicable Laws") and (ii) University standards, policies, procedures or codes of conduct as such standards, policies, procedures or codes of conduct, copies of which shall be provided to Supplier and maybe reasonably modified from time to time (collectively, "University Policies"), as to sanitation, the purity of food and beverages, recycling or otherwise relating to its operation under this Agreement.
- 3.13 The Supplier will be responsible for purchasing all replacements for obsolete equipment or additional equipment necessary for the dining services, provided that Supplier's financial obligation shall not exceed the amounts allocated towards the Equipment Fund; the Supplier transfer title to the University free of all liens for all such equipment (excluding third party equipment). The Supplier agrees to provide the University with an itemized list and bill-of-sale that appropriately identifies the equipment being transferred within ninety (90) days of the purchase date of such equipment. The Supplier is responsible for all taxes, including sales tax, if applicable.
- 3.14 Subject to Section 3.13 above, Supplier shall:
- (i) Provide and maintain all equipment used to conduct food service operations, including rolling stock, in good state of repair, normal wear and tear excepted;
  - (ii) Maintain commercially reasonable levels of equipment necessary to conduct the



food service operations; and  
(iii) Develop and oversee a preventative maintenance plan for food service equipment.

3.15 Supplier shall provide trash receptacles within the assigned areas. Supplier shall deposit in receptacles all waste, garbage and refuse which shall accumulate in the assigned areas and shall keep the kitchens, dining rooms, store rooms, and other areas and space allotted to it in good, clean and sanitary condition. The foregoing garbage removal to centralized designated trash locations shall be the sole responsibility of the Supplier. Supplier shall take all trash and garbage from all Supplier areas to the designated dumpster or recycling areas.

**ARTICLE IV**  
UNIVERSITY OBLIGATIONS

**4.0** University Obligations

4.1 The University shall provide to Supplier the necessary space for the operations of the dining services. A detailed summary of the Leased Premise is set forth in **Attachment 6 (Leased Premise)**.

4.2 The University shall be responsible, at its own expense or through mutually agreed upon use of capital investments from Supplier, for the repair and maintenance of its Leased Premise and shall keep such Leased Premise in a safe operating condition such that no Supplier employee is exposed to or subjected to any unsafe situation which would violate the Occupational Safety and Health Act including, but not limited to, the general duty and the specific duty clauses thereof or any other similar federal, state or local law or regulation.

4.3 The University will provide at least a 30 days' notice for quarterly, semi-annual, or annual business reviews.

4.4 The University will provide Campus mail services, under policies and rules governing its use as provided for in PS-91.

[https://lsu.edu/policies/ps/ps\\_91.pdf](https://lsu.edu/policies/ps/ps_91.pdf)

4.5 The University will provide utilities (electricity, gas, steam, water, sewer service), dumpster service for trash and garbage, air conditioning, and such other services as may be mutually agreed. The University will make reasonable efforts to provide continuous provision of Supplier services and to restore services following any interruption. However, the University will not be liable for any product or revenue loss which may occur as a result of the interruption or failure of any such services.

4.6 The University shall provide trash receptacles in the public areas of the facilities and the areas outside of the facilities.

4.7 University will arrange and pay for the annual cleaning of all interior/exterior windows and walls above six feet at all of the dining locations. Supplier will pay for the cleaning of the interior windows and walls below six feet. Any requests to clean the windows and walls in addition to the annual cleaning will be at the expense of the Supplier. A detailed summary of the parties respective responsibilities is set forth in **Attachment 3 (Responsibility Matrix)**.

4.8 University will approve all plans and specifications for additions, alterations, and improvements prior to installation of any work, and all such work will be performed to the approval of the University's Office of Facility Services.

4.9 The University has the right to hire an independent third party to conduct customer satisfaction surveys.

**ARTICLE V**  
CONTRACT MODIFICATIONS

**5.0** Contract Modifications

5.1 No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

5.2 Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) Supplier change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

**ARTICLE VI**  
FUND USE

**6.0** Supplier agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

**ARTICLE VII**  
HEADINGS

**7.0** Descriptive headings in this contract are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

**ARTICLE VIII**  
DIVERSITY

**8.0** Diverse Suppliers

LSU is committed to fostering innovation and entrepreneurship by using diverse suppliers. A summary of the University's commitment to diverse suppliers can be found at the following link: <https://www.lsu.edu/administration/ofa/supplierdiversity/>.

To the extent that any federal or state law, rule, or regulation would require that this section be modified or voided, the parties agree that such provision can be amended or severed from the agreement without affecting any of the other terms of the agreement.

**ARTICLE IX**  
TERMINATION

**9.0** Termination

9.1 Termination for Cause: The University may terminate this Agreement, or any individual campus Rider, for cause based upon the failure of Supplier to comply with the terms and/or conditions of the Agreement or respective campus Rider provided that the University shall give the Supplier written notice specifying the Supplier's failure. If within thirty (30) days after receipt of such notice, the Supplier shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Supplier in default and the Agreement, or Rider as the case may be, shall terminate on the date specified in such notice.

The Supplier may terminate this Agreement, or any individual campus Rider, for cause upon the failure of the University to comply with the terms and conditions of this Agreement or respective campus Rider, provided that the Supplier shall give the University written notice specifying the University's failure. If within thirty (30) days after receipt of such notice, the University shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Supplier may, at its option, place the University in default and the Agreement, or Rider as the case may be, shall terminate on the date specified in such notice.

9.2 Termination for Convenience: Either party may terminate this Agreement at any time by giving ninety (90) days written notice to the other party of such termination. If Supplier provides notice to University after the start of the Academic Year, Supplier agrees to continue providing dining services through the last day of the Spring semester. Supplier shall provide notice to the University by December 1<sup>st</sup> if Supplier does not intend to provide dining services in the following academic year. Supplier shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

9.3 Termination for Non-Appropriation of Funds: The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**ARTICLE X**  
OWNERSHIP

**10.0** Ownership

All non-proprietary and non-confidential records, reports, documents, or other material related to this contract and/or obtained or prepared by Supplier in connection with the performance of the services

contracted for herein shall become the property of University, and shall, upon request, be returned by Supplier to University, at Supplier's expense, at termination or expiration of this contract.

**ARTICLE XI**  
INDEMNIFICATION

**11.0** Indemnification

- 11.1 Neither party shall be liable for any delay or failure in performance beyond its control resulting from a force majeure event (i.e. riots, war, public disturbances, strikes, lockouts, differences with workmen, acts of God, fires, floods, hurricanes, pandemic, epidemic, or any other reason whatsoever which is not within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence said Party is unable to prevent) ("Force Majeure Event"). The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.
- 11.2 Supplier shall defend, indemnify, and hold harmless the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and its members, officers, employees and agents (collectively, "LSU Parties") from and against all suits, actions, claims, judgments, damages, losses or other liabilities, and all cost and expenses, including without limitation reasonable attorney fees, ("Claims") incurred by LSU Parties in connection therewith, arising out of or relating to Supplier's: (i) breach of any material term of this Agreement; or (ii) acts or omissions of Supplier that rise to the level of negligence or misconduct, or those of its employees and/or agents. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, LSU Parties shall cooperate fully with and assist Supplier in all respects in connection with any such defense, and no LSU Party shall enter into a settlement of such Claim or admit liability or fault on the part of Supplier without Supplier's prior written approval.
- 11.3 LSU Parties shall defend, indemnify and hold harmless Supplier, its directors, officers, employees, agents and assigns, from and against all Claims incurred by Supplier in connection therewith, arising out of or relating to the negligence or misconduct of any LSU Party. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, Supplier shall cooperate fully with and assist LSU in all respects in connection with any such defense, and Supplier shall not enter into a settlement of such Claim or admit liability or fault on the part of LSU without LSU's prior written approval.

**ARTICLE XII**  
UNIVERSITY NAME AND LOGO USE

- 12.0** The Supplier agrees that it will not advertise nor promote any connection with the University, or use any identifying marks or property nor make representation, either expressed or implied, as to the University's promotion or endorsement of the Supplier unless it has received prior written consent from the University.

**ARTICLE XIII**  
USE OF UNIVERSITY FACILITIES

- 13.0** Any property of the University furnished to the Supplier shall, unless otherwise provided herein, or approved by the University, be used only for the performance of this contract.

- 13.1 The Supplier shall be responsible for any loss or damage to property of the University which results from willful misconduct or lack of good faith on the part of the Supplier or which results from the failure on the part of the Supplier to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the University in like condition, except for normal wear and tear, to that in which it was furnished to the Supplier. Upon the happening of loss, or destruction of, or damage to property of the University, the Supplier shall notify the University thereof and shall take all reasonable steps to protect that property from further damage.
- 13.2 The Supplier shall surrender to the University all property of the University prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Supplier under this section shall include any of its employees, agents, or Subcontractors.

#### **ARTICLE XIV**

##### FACILITY AND CONSTRUCTION OVERSIGHT

- 14.0** Modification to Premises: Should Supplier seek to modify Premises, it shall secure LSU's written approval of all plans and specifications for the construction of the improvements or modifications prior to the commencement of any work on or about the Premises, which approval will not be unreasonably withheld, conditioned, or delayed. This approval may be given by the Office of Facility Services for Louisiana State University or a designee. All proposed physical modifications to the Premises must be agreed upon in writing by the Supplier and the University and may require approval of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. Subject to Article IX, upon the termination or expiration of this Agreement, Supplier shall, as soon thereafter as feasible, but no later than thirty (30) days after effective date of termination or expiration of this Agreement, vacate all parts of the Premises occupied by Supplier, remove Supplier's equipment (if applicable), and return the Premises to University, with all of University's equipment, in the same condition as when originally made available to Supplier, unless agreed upon by University, excepting reasonable wear and tear, fire and other casualty loss.

#### **ARTICLE XV**

##### WAIVER

- 15.0** Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by the written consent of both parties.

#### **ARTICLE XVI**

##### WARRANTIES

- 16.0** Supplier warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

#### **ARTICLE XVII**

##### TAXES

- 17.0** Supplier agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes.

**ARTICLE XVIII**  
DISCRIMINATION CLAUSE

**18.0** The Supplier agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and supplier agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Supplier agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Supplier, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract, subject to the notice and cure periods set forth in Section 9.1.

**ARTICLE XIX**  
ACCESSIBILITY

**19.0** Supplier represents they are committed to promoting and improving accessibility of all their products as required in the Louisiana State University Policy Statement 31 ([https://lsu.edu/policies/ps/ps\\_31.pdf](https://lsu.edu/policies/ps/ps_31.pdf)), and will remain committed throughout the term of this agreement. If the products and/or services are not in conformance with all applicable federal and state disability laws, policies, and regulations, supplier shall use reasonable efforts to update the products and/or services to ensure conformance as soon as possible. In the event any issues arise regarding supplier’s compliance with applicable federal or state disability laws, policies, and regulations, the University will send communications to the supplier regarding the complaint, and supplier shall assign a person with accessibility expertise to reply to the University within two business days. Failure to confirm with this requirement shall be justification to cancel agreement/contract, or a portion thereof, for cause, subject to the notice and cure periods set forth in Section 9.1.

**ARTICLE XX**  
LICENSES AND PERMITS

**20.0** Supplier shall secure and maintain all licenses and permits, and pay inspection fees (except with respect to construction services) required to perform the food services detailed in this Agreement, if applicable.

**ARTICLE XXI**  
SUBCONTRACTORS

**21.0** The Supplier may enter into subcontracts with third parties for the performance of any part of the Supplier’s duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Supplier to the University for any breach in the performance of the Supplier's duties. The Supplier will be the single point of contact for all Subcontractor work.

**ARTICLE XXII**  
INSURANCE

**22.0** Supplier shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the

performance of the work hereunder by the Suppliers, agents, representatives, or employees.

**Workers' Compensation**

Workers' Compensation insurance shall be in compliance with the laws of the state in which the company is domiciled. Employer's Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Supplier/vendor is exempt from workers' compensation or fails to provide appropriate coverage, then the Supplier /vendor is or agrees to be solely responsible and hold harmless the University for the Injuries of any owners, agents, volunteers, or employees during the course of the agreement.

**Commercial General Liability (CGL)**

Commercial General Liability insurance shall be maintained on an "occurrence" basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

**Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000 on ISO form number CA 00 01 or equivalent. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned vehicles.

**Excess Insurance**

Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance.

**Other Insurance Requirements**

**Additional Insured Status**

The University is to be listed as an Additional Insured on the Commercial General Liability (must use an endorsement at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms with edition date 2004 if later revisions used). See Verification of Coverage section on how the University should be listed as an Additional Insured.

**Waiver of Subrogation/Recovery**

All insurances shall include a waiver of subrogation/recovery in favor of the University.

**Primary Coverage and Limits of Insurance**

For any claims related to work performed for or on behalf of the University or related to an agreement/purchase order, the Supplier/vendor's insurance coverage shall be primary insurance as respects to the University. Any applicable insurance or self-insurance maintained by the University shall be excess of the Supplier /vendor's insurance and shall not contribute with it.

**Subcontractors**

Subcontractors of the Supplier/vendor shall be subject to all of the requirements stated herein, unless otherwise agreed to by the parties. Supplier/vendor shall include all subcontractors as insureds under its policies or shall be responsible for verifying insurance coverages and limits and maintaining Certificates of Insurance for each subcontractor. The University reserves the right to receive from the Supplier/vendor copies of subcontractors' certificates.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions shall be the sole responsibility of Supplier.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by the University.

**Verification of Coverage**

The University shall be listed as Additional Insured and Certificate Holder as follows:

**The Board of Supervisors of Louisiana State University  
and Agricultural & Mechanical College  
213 Thomas Boyd Hall  
Baton Rouge, LA 70803**

Certificates of Insurance shall be furnished to the University evidencing the insurance required herein including amendatory endorsements. The University's failure to obtain the required documents prior to the work beginning or acceptance of a non-compliant certificate shall not waive the Supplier/vendor's obligation to have in place the required insurances or to provide the certificate. The University reserves the right to require certified copies of all the insurance policies, including endorsements.

**Special Risks or Circumstances**

LSU reserves the right to consider alternate coverage or limits and to modify these requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**ARTICLE XXIII**  
PAYMENT TERMS

**23.0** Payment Terms



- 23.1 Meal Plan Payments to Supplier: As an agent for and on behalf of the Supplier, University will collect meal plan revenues from customers participating in a meal plan account. Unless otherwise detailed in any respective campus rider, University will transfer to Supplier all such amounts received by the University by a method and schedule agreed to by both parties. University will transfer to Supplier all such amounts, less the retainage by the University of an amount based up historical experience sufficient to reimburse meal plan account participants for refunds to which they are entitled. University will have the sole authority to determine whether to award refunds to meal plan account participants. No amounts shall be due and owing to Supplier with respect to any refunded amounts. Complete reconciliation of sales and commission withheld will be provided by the University with each remittance.
- 23.2 Commission Payments to University: Supplier shall pay the University the percentage commission on Gross Sales, as detailed in Attachment 1, on or before the eighteenth (18) day of the month following the last day of the month in which the Gross Sales were earned. Payments will be made electronically through wire transfer and a detailed monthly statement will be emailed concurrently.
- 23.3 Past-Due amounts: All amounts due to Supplier shall be paid by the University within thirty (30) days of the invoice date or will be considered past-due. Past-due amounts due to either party may be subject to a service charge in accordance with LA R.S. 39:1695. All costs of collection of past-due amounts including, but not limited to, reasonable attorneys' fees and costs, shall be chargeable to and paid by the delinquent party.
- 23.4 With the exception of invoices for catering, which may be paid by credit card, all payments to Supplier will be made by check or electronic funds transfer.

#### **ARTICLE XXIV**

##### SUBSTITUTION OF PERSONNEL

- 24.0** If, during the term of this contract, the Supplier or Subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Supplier that every reasonable attempt shall be made to assign the personnel listed in the Supplier's proposal.

#### **ARTICLE XXV**

##### NOTICES

- 25.0** All notices, statements and payments provided for herein shall be in writing and deemed given if given in person or sent postage paid via registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service, including without limitation courier delivery, all fees prepaid, to the parties at the addresses given below or such other addresses as either party may designate to the other, and shall be deemed to have been given at the time it is sent addressed to the parties as set forth below:

**If to LSU:**

Michele Montero, Chief Procurement Officer  
Assistant Vice President for Procurement & Property Management  
LSU Procurement  
213 Thomas Boyd Hall

Baton Rouge, Louisiana 70803  
Telephone: 225-578-2176  
Fax: 225-578-2292

With copy to:  
Louisiana State University  
Attention: General Counsel  
124 University Administration Building  
3810 West Lakeshore Dr.  
Baton Rouge, Louisiana 70808

**If to Supplier:**

Compass Group USA, Inc. d/b/a Chartwells  
Attention: CEO  
2400 Yorkmont Road  
Charlotte, North Carolina 27217  
Facsimile No. (704) 329-4010

Compass Group USA, Inc.  
Attention: General Counsel  
2400 Yorkmont Road  
Charlotte, North Carolina 28217  
Facsimile No. (704) 329-4010

**ARTICLE XXVI**  
ASSIGNMENT

- 26.0** The Parties shall not assign this Agreement or any portion thereof, or any interest therein, shall not be assigned, transferred, and conveyed, sublet, or disposed of without receiving prior written consent of the other Party; provided, however, Supplier shall be permitted to assign its interest in and to the Agreement to an affiliate of subsidiary of Supplier. In the event Supplier assigns its interest in and to the Agreement to an affiliate, Supplier shall remain liable for the performance of Supplier's obligation pursuant to the Agreement. All Agreements and stipulations herein contained and all obligations assumed in the Agreement shall be binding upon the heirs, successor and assigns of the parties thereto.

This provision shall not be construed to prohibit either Party from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the non-assigning Party.

**ARTICLE XXVII**  
CODE OF ETHICS

- 27.0** The Supplier acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Supplier agrees to immediately notify the University if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

## **ARTICLE XXVIII**

### CONFIDENTIALITY

- 28.0** All financial, statistical, personal, technical, and other data and information relating to the the disclosing party's operations which are designated confidential by the disclosing party and made available to the receiving party in order to carry out this contract, shall be protected by the receiving party from unauthorized use and disclosure through the observance of the same or more effective procedural requirements. The identification of all such confidential data and information as well as the disclosing party's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the disclosing party in writing to the receiving party. If the methods and procedures employed by the receiving party for the protection of the receiving party's data and information are deemed by the disclosing party to be adequate for the protection of the disclosing party's confidential information, such methods and procedures may be used, with the written consent of the disclosing party, to carry out the intent of this paragraph. The receiving party shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the receiving party's possession, is properly disclosed subject to Louisiana Public Records Act (following timely notice to the disclosing party), is independently developed by the receiving party outside the scope of the contract, or is rightfully obtained from third parties.

## **ARTICLE XXVIX**

### INFORMATION SECURITY

- 29.0** Supplier agrees to comply with all applicable laws, regulations, and University policies, including, but not limited to, PS-30 (Student Privacy Rights), PS-113 (Social Security Number Policy), PS- 114 (Security of Computing Resources Policy) and the Louisiana Database Breach Notification Law [Act 499]).

(a) This Section sets forth the terms and conditions relating to compliance with Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and any other applicable federal, or state data protection, data privacy and data security laws in the United States as they may be enacted and/or amended (collectively the "Data Protection Laws") in connection with the services rendered by Supplier to LSU under this Agreement. LSU is the 'Business' as such term is commonly defined under the various Data Protection Laws, and Chartwells (i) is a 'Service Provider' under the Data Protection Laws who is providing Services to LSU pursuant to the Agreement, and (ii) who Processes, on behalf of LSU, Personal Information that is necessary to perform the Services under this Agreement. Any capitalized term used but not defined in this section shall have the meaning ascribed to it in the Data Protection Laws, except that the definition of Personal Information and Processes below shall control in any and all cases.

(b) Supplier represents and warrants as follows:

- (1) Supplier shall Process Personal Information only on instructions of LSU and in accordance with the terms of the Agreement;
- (2) Supplier shall keep Personal Information confidential;
- (3) Supplier is acting solely as a Service Provider with respect to Personal Information.
- (4) Supplier shall not (i) Sell Personal Information to another business or third party for monetary or other valuable consideration, or (ii) retain, use or disclose Personal Information for any purpose other than for the specific purpose of performing the Services pursuant to the Agreement.
- (5) Supplier shall take appropriate technical, administrative and organizational measures necessary to protect Personal Information against loss, destruction and damage, unauthorized access, misuse, modification, or disclosure;

- (6) Upon LSU's request, Supplier shall promptly delete an individual's Personal Information from Supplier's records. In the event Supplier is unable to delete the Personal Information for reasons permitted under the Data Protection Laws, Supplier shall (i) promptly inform LSU of the reason(s) for its refusal of the deletion request, (ii) ensure the privacy, confidentiality and security of such Personal Information, and (iii) delete the Personal Information promptly after the reason(s) for Supplier's refusal has expired.
- (7) All Processing, in part or in whole, by Supplier, its employees, and/or Sub-vendors will occur on and from locations in the fifty (50) states of the United States of America, unless LSU agrees in advance in writing, Supplier shall not Process any Personal Information outside of the United States while providing the Services under the Agreement. In the event that Supplier and LSU agree to allow Supplier to Process the Personal Information outside of the United States, the Parties shall agree to enter into the applicable privacy and/or data protection agreements prior to any such Processing.

(c) Before Supplier provides access to Personal Information to any third-party sub-vendor, Supplier shall enter into a written agreement with each such third party which imposes obligations on the third party that are equivalent to those imposed on Supplier under Section 29(b) above.

(d) In the event that a breach occurs involving Personal Information including, but not limited to, unauthorized disclosure, access, use, processing or loss of Personal Information, Supplier must contact the LSU at \_\_\_\_\_ within 72 hours of such incident. Supplier will:

- (1) Investigate the incident or breach;
- (2) Provide LSU with a remediation plan that complies with applicable Data Protection Laws;
- (3) Remediate the effects of the incident or breach in accordance with the remediation plan; and
- (4) Cooperate with LSU and any regulatory body or law enforcement agency investigating the incident or breach.

(e) If the Data Protection Laws are amended following execution of this Agreement, this Section will be amended in order for LSU to remain in compliance with the Data Protection Laws, and LSU and Supplier agree to negotiate in good faith to amend or supplement this Section to incorporate such revised Data Protection Law requirements.

(f) Definitions:

(1) "Personal Information" means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked with a particular individual or household, that may be (i) disclosed or otherwise made available at any time to Supplier by LSU in connection with the performance of the Services; (ii) Processed at any time by Supplier in connection with the performance of the Agreement. Personal Information includes the data elements listed in the Data Protection Laws, if any such data element identifies, relates to, describes, is capable of being associated with, or could be reasonably linked to a particular individual or household. Personal Information shall not include Aggregate, Anonymized, and De-Identified information, as those terms are defined under Applicable Data Protection Laws.

(2) "Processes" means any operation or set of operations which is performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, structuring,

storage, adaptation or alteration, retrieval, consultation, use, access, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**ARTICLE XXX**  
CONTRACT CHANGES

**30.0** No additional changes, enhancements, or modifications to any contract resulting from this SFO shall be made without the prior approval of LSU Procurement Services. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Supplier change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

**ARTICLE XXXI**  
CONTRACT CONTROVERSIES

- 31.0** Any claim or controversy arising out of this contract shall be resolved by the Higher Education Procurement Code, LAC 34:XIII.1503.

**ARTICLE XXXII**  
RIGHT TO AUDIT

- 32.0** The State Legislative auditor, federal auditors, and internal auditors of the state or others so entitled by the state or university shall have the right to inspect and audit all data and records of the contracting entity or any subcontractor of the contracting entity related to performance with respect to this agreement. The rights of inspection and audit shall commence as of the date of this agreement and shall continue for a period of five (5) years after project acceptance or as required by applicable state and federal law. The contracting entity and any subcontractor of the contracting entity shall maintain all books and records related to this agreement for the enumerated five (5) year period.

**ARTICLE XXXIII**  
SECURITY

- 33.0** Supplier's personnel will comply with all security regulations in effect at the University's premises, and externally for materials and property belonging to the University or to the project. University will provide Supplier with any updates to security regulations in effect applicable to Supplier. Where special security precautions are warranted, the University shall provide such procedures to the Supplier, accordingly. Supplier is responsible for promptly reporting to the University any known breach of security

**ARTICLE XXXIV**  
ANTI-KICKBACK CLAUSE

- 34.0** The Supplier hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Supplier or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

**ARTICLE XXXV**  
CLEAN AIR ACT

- 35.0** The Supplier hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

**ARTICLE XXXVI**  
ENERGY POLICY AND CONSERVATION ACT

- 36.0** The Supplier hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the University energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**ARTICLE XXXVII**  
CLEAN WATER ACT

- 37.0** The Supplier hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

**ARTICLE XXXVIII**  
ANTI-LOBBYING AND DEBARMENT ACT

- 38.0** The Supplier will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

**ARTICLE XXXIX**  
GOVERNING LAW

- 39.0** This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

**ARTICLE XL**  
SEVERABILITY

- 40.0** If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

**ARTICLE XLI**  
COMMENCEMENT OF WORK

- 41.0** No work shall be performed by Supplier and the University shall not be bound until such time as this Contract is fully executed between the University and the Supplier and all required approvals are obtained.

**ARTICLE XLII**  
COMPLETE CONTRACT

- 42.0** This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

**ARTICLE XLIII**  
ORDER OF PRECEDENCE

- 43.0** Agreement, (together with the Attachments and any exhibits specifically incorporated herein by reference) constitutes the entire Contract between the parties with respect to the subject matter.

This Agreement, University SFO #0000001607, suppliers Best and Final Response to SFO; Suppliers Response, represent the entire agreement between the parties and supersedes any and all prior agreements. In the event any conflict between the documents which constitute this Agreement should arise, the following order of precedence shall apply:

- (a) This Agreement;

- (b) University's SFO – 0000001607, dated April 6, 2022;
- (c) Suppliers Best and Final Response to SFO and attachments dated October 13, 2022; and
- (d) Suppliers Response to SFO and attachments dated June 30, 2022

**ARTICLE XLIV**  
MATERIAL CHANGE TO AGREEMENT

**44.0 Material Change Event**

- (a) The Parties agree that the following circumstances constitute a Material Change to the Agreement (“Material Change Event”):
  - (i) University adds or otherwise changes one or more of Supplier’s assigned service locations, service hours, and/or service rights under this Agreement);
  - ii) A material change in freshman student population at the University, as benchmarked against the freshman student population represented in the University’s SFO - 0000001607, represented by a decrease of 15% or more of freshman on-campus enrollment measured at the Fall semester census date.
  - iii) A material change in costs for University Services, represented by a 10% increase over the prior fiscal year’s actual costs.
  - iv) Material change or delays to planned capital projects.
  - v) The occurrence of a force majeure event, including without limitation, another viral outbreak of the Coronavirus pandemic or similar viral outbreak that disrupts the ongoing provision of food services at University.
- b) A Material Change Event shall trigger the following process: Within 10 (ten) days of receiving a notice of a Material Change Event, the Parties shall first meet and negotiate in good faith to identify mutually agreeable operational or service modifications to the dining services program sufficient to mitigate the adverse financial impact (“Operational Remediation”) created by the Material Change Event. To the extent University and Supplier are unable to identify mutually agreeable Operational Remediation, then the Parties shall negotiate in good faith to modify the financial terms of this Agreement in an amount reasonable and necessary to mitigate the adverse financial impact (“Financial Remediation”) created by the Material Change Event so that each Parties’ financial return remains fair and equitable.
- c) If the Parties do not agree on Financial Renegotiation within 30 days of notice of Material Change Event, either party may terminate the Agreement in its entirety pursuant to Section 9.2 of the Agreement, unless an earlier date is mutually agreed upon by the Parties.



THUS DONE AND SIGNED by LSU in triplicate originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 2023, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES as to LSU:

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

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

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

THUS DONE AND SIGNED by Supplier in triplicate originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 2023, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES as to  
COMPASS GROUP USA, INC.

COMPASS GROUP USA, INC.

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

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

\_\_\_\_\_  
Title

**Attachment 1**  
Campus Riders

**Attachment 1-A**  
**LSU A&M Campus Rider**

**I. Statement of Work**

A. **Scope of Services.** During the Term of this Agreement, Supplier will provide, on an exclusive basis, the following services for LSU A&M Campus:

- Residential Dining Services
- Catering Services (catering is not exclusive)
- Summer Conferences and Camps
- C-Store/Marketplace Services
- Athletics Performance Nutrition Center at LSU A&M Athletic
- The Club at Union Square at Baton Rouge
- Vending Services, meaning an automated machine that provides snacks, beverages, and other mutually agreed products
- Unattended Vending Services, meaning the provision of products via cashless self-checkout kiosks
- Provision of alcohol service as required in conjunction with the above

B. **Service Locations.** Chartwells will provide a comprehensive, high-quality food service program at the following locations:

<b>Location</b>	<b>Service</b>
<b>459 Commons</b>	Residential
<b>459 Outtakes</b>	C-Store Retail
<b>The Five</b>	Residential
<b>Take 5</b>	C-Store Retail
<b>Popeyes</b>	Retail
<b>The Club at Union Square</b>	Retail
<b>CC's Coffee House – Library</b>	Retail
<b>CC's Coffee House – Law</b>	Retail
<b>CC's Coffee House – Business Education Complex</b>	Retail
<b>Panera Bread – Patrick F. Taylor Hall</b>	Subcontractor Retail
<b>Tbeaux's Creole Cuisine – Foster Hall</b>	Subcontractor Retail
<b>Sonic</b>	Retail
<b>Einstein Brothers Bagels</b>	Retail

<b>CC's Coffee House – Union</b>	Retail
<b>Zippy's Express</b>	Retail
<b>Student Choice</b>	Retail
<b>Red Stick Subs &amp; Salads</b>	Retail
<b>Chick-fil-A</b>	Retail
<b>Panda Express</b>	Retail
<b>On the Geaux</b>	Retail
<b>Smoothie King – Union</b>	Subcontractor Retail
<b>Smoothie King – UREC</b>	Subcontractor Retail
<b>3 Little Pigs</b>	Subcontractor Retail
<b>City Pork</b>	Subcontractor Retail
<b>Food Truck Services</b>	Subcontractor Retail
<b>Vending Services</b>	As mutually agreed by the parties.

Services will be provided at the Tsunami & Early Childhood Development Center (ECDC) based on mutually agreeable terms, including mutually agreeable commissions payments.

C. **Hours of Operation.** The hours of operation for Fiscal Year 2023-24 shall be as follows:

<b>459 Commons</b>	<b>Mon-Thurs</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>
Breakfast	7:00am-10:00am	7:00am-10:00am	N/A	N/A
Brunch	N/A	N/A	10:30am-2:00pm	10:30am-2:00pm
Lunch	10:30am-2:00pm	10:30am-2:00pm	10:30am-2:00pm	10:30am-2:00pm
Late Lunch	2:00pm – 3:30pm	2:00pm – 3:30pm	2:00pm – 3:30pm	2:00pm – 3:30pm
Dinner	4:30pm-8:00pm	4:30pm-7:00pm	4:30pm-7:00pm	4:30pm-7:00pm
<b>The Five</b>	<b>Mon-Thurs</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>
Breakfast	7:00am-10:00am	7:00am-10:00am	N/A	N/A
Brunch	N/A	N/A	10:30am-2:00pm	10:30am-2:00pm
Lunch	10:30am-2:00pm	10:30am-2:00pm	10:30am-2:00pm	10:30am-2:00pm
Late Lunch	2:00pm – 3:30pm	2:00pm – 3:30pm	2:00pm – 3:30pm	2:00pm – 3:30pm
Dinner	4:30pm-9:00pm	4:30pm-7:00pm	4:30pm-7:00pm	4:30pm-7:00pm
<b>459 Outtakes</b>	10:30am-1:00am	10:30am-1:00am	10:30am-1:00am	10:30am-1:00am
<b>Take 5</b>	10:30am-1:00am	10:30am-1:00am	10:30am-1:00am	10:30am-1:00am
<b>Popeye's</b>	10:30am-10:00pm	10:30am-10:00pm	10:30am-10:00pm	10:30am-10:00pm

<b>Einstein's</b>	7:00am-2:00pm	7:00am-2:00pm	Closed	Closed
<b>Sonic</b>	7:30am-9:30pm	7:30am-9:30pm	8:00am-9:30pm	10:00am-9:30pm
<b>CC's Union</b>	7:00am-5:00pm	7:00am-5:00pm	8:00am-2:00pm	Closed
<b>Zippy's Express</b>	10:30am-8:00pm	10:30am-8:00pm	10:30am-8:00pm	10:30am-5:00pm
<b>Student Choice</b>	10:30am-5:00pm	10:30am-5:00pm	Closed	Closed
<b>Red Stick Subs &amp; Salads</b>	10:30am-5:00pm	10:30am-5:00pm	Closed	Closed
<b>Smoothie King-Union</b>	7:00am-10:00pm	7:00am-10:00pm	8:00am-10:00pm	10:00am-10:00pm
<b>Chick Fil A</b>	7:30am-9:30pm	7:30am-9:30pm	8:00am-9:30pm	Closed
<b>Panda Express</b>	10:30am-7:30pm	10:30am-7:30pm	10:30am-7:30pm	10:30am-7:30pm
<b>On the Geaux</b>	8:00am-8:00pm	8:00am-8:00pm	Closed	Closed
<b>Club at Union Square Buffet</b>	11:00am-2:00pm	11:00am-2:00pm	Closed	Closed
<b>Club at Union Square Lounge</b>	11:00am-2:00pm (M-Tues) 11:00am-8:00pm (W-Thur)	11:00am-8:00pm	Closed	Closed
<b>CC's BEC</b>	7:00am-3:30pm	7:00am-3:30pm	Closed	Closed
<b>CC's Law</b>	7:30am-4:00pm	7:30am-1:00pm	Closed	Closed
<b>CC's Library</b>	7:45am-11:00pm	7:45am-7:00pm	Closed	12:00pm-11:00pm
<b>City Pork</b>	7:30am-6:00pm	7:30am-6:00pm	Closed	Closed
<b>Panera Bread</b>	6:30am-8:00pm	6:30am-8:00pm	Closed	Closed
<b>Smoothie King - UREC</b>	7:00am-11:00pm	7:00am-9:00pm	10:00am-9:00pm	12:00pm-11:00pm
<b>Tbeaux's</b>	8:00am-8:00pm	8:00am-8:00pm	Closed	Closed
<b>3 Little Pigs</b>	7:00am-3:00pm	7:00am-3:00pm	Closed	closed

The hours of operation may be adjusted throughout the academic year and for subsequent years by mutual consent between University and Supplier.

## II. Financial Terms

### A. Profit and Loss Basis

Except as noted in Section B below, Supplier will operate its services for its own account on a profit and loss basis. Profits shall be the excess, if any, of Gross Sales (defined below) during any fiscal year over the sum of (a) all direct and indirect costs of performing the services, (b) the amortization expense described below, and (c) the cumulative operating deficit, if any, from prior operating periods during the term of this Agreement.

Prices shall be determined by mutual consent between Supplier and University; provided, however, that in the event of material cost changes, whether taxes, labor, merchandise, equipment, or otherwise, including but not limited to any change in any federal, state or local law including regulatory or legislative mandates, it is agreed that Supplier with consent from the University, which consent shall not be unreasonably withheld, conditioned or delayed, shall have the right to adjust said prices to reflect said increases in an amount equal to the material change in cost.

### B. LSU A&M - Athletics Performance Nutrition Center Services

(1) Supplier shall provide its services at the Athletics Performance and Nutrition Scenter on a cost reimbursable basis whereby Supplier shall receive a Management Fee, as described herein, and shall be reimbursed for the Costs of Business, as defined herein.

(2) University shall pay Chartwells a Management Fee equal to 5% of the Cost of Business. The Management Fee shall be payable in twelve (12) equal monthly installments. In the event of material change in

operational requirements or the scope of services provided by Supplier, the Management Fee shall be subject to adjustment upon mutual agreement.

(3) The Cost of Business shall be determined on an accrual basis and shall consist of the sum of the following items, namely:

(i) The costs of all Supplier labor performing services with respect to this Agreement, either on a full time or part time basis, including but not limited to wages (including overtime), salaries, vacation pay, holiday pay, Workmen's Compensation Insurance premiums or costs, unemployment insurance, F.I.C.A., group insurance premiums, payroll taxes, severance pay, travel expenses concerning this Agreement, regular health examination cost, pension cost, salary personnel Thrift Plan cost, employee meals, approved bonuses, sick pay, benefits and related costs and other similar costs; and

(ii) The costs of all products, merchandise, materials, and supplies incurred with respect to this Agreement; and

(iii) The costs of all other operating expenses, including but not limited to such operating expenses as, liability insurance; vehicle expense; computer lease; computer access charges; bank charges; cellular and long distance telephone; VPN corporate access charge; e-mail account charge; expendable equipment; taxes; licenses; permits; parts and equipment and maintenance and rental thereof; small equipment rentals; postage; special security costs; and other similar cash losses or disappearances incurred by Supplier on the Leased Premises not involving Supplier employees or agents.

(iv) In the event of a change in social security taxes or the federal or state unemployment taxes, or in the event of an imposition of new federal, state, or local payroll based taxes, or in the event of an increase in the minimum wage rate or the enactment of any "living wage" or similar laws by any governmental entity, or an increase in costs of employee benefits, whether as a result of a change in federal, state or local laws or a federal, state or local legislative or regulatory mandate, the foregoing Costs of Business shall be changed by the projected change in costs to Supplier from the date such change occurs. Notwithstanding the foregoing definition of Costs of Business, in the event that a determination has been made by the appropriate governmental authority prior to the date of this Agreement that a subsidy payment, either in part or in full, paid by the University pursuant to this Agreement, is subject to any sales tax or any similar tax, the full amount of such tax and any interest and/or penalties with respect thereto concerning such subsidy shall be a Cost of Business; and in the event that a determination is made during the term of this Agreement or after the term of this Agreement by the appropriate governmental authority that the subsidy payment, either in part or in full, paid by the University pursuant to this Agreement, is subject to any sales tax or any similar tax, the full amount of such tax, together with any interest and/or penalties with respect thereto concerning such subsidy, shall be a Cost of Business and shall immediately, upon receipt of an invoice from Supplier therefore, be reimbursed by the University to Supplier, notwithstanding the year in which such determination is made. The University shall, in addition, from the time of such determination forward, pay such tax to Supplier in the same manner as all other Costs of Business.

(v) A flat charge of 39.47% of gross payroll will be charged to cover payroll taxes and employee benefit costs. Such costs include medical plans, life insurance, FICA, FUI, SUI, Workers' Compensation insurance, state disability insurance, 401(k) and payroll and benefit plan preparation and processing, and costs imposed due changes in any federal, state or local law including regulatory or legislative mandates, and legal costs. This rate may change as benefit, tax and other associated costs change.

(4) The Executive Chef must collaborate with the Performance Nutrition Registered Dietitian in the development and tailoring of nutritional needs for the student athletes.

(5) Executive Chef may have to travel with LSU Football team on road trips. The Football team typically has five (5) round trips per year plus a bowl game. If requested to travel, the Executive Chef would leave on Thursday

with an advance party and return home with the team after the game.

(6) Supplier must operate Athletics Performance Nutrition Center with a highly motivated staff that displays exceptional customer service.

(7) Supplier must follow the hours of operation that the Athletics Department sets. Although it is subject to change, the anticipated hours of operation for Fall, Spring, and Summer are Breakfast (7:00-9:00am); Lunch (11:00-1:00pm); Dinner (5:00-7:30pm).

(8) Reporting Requirements

- Monthly Reporting- Supplier must send via email the following reports within ten (10) days of the end of the month:
  - i. Monthly invoice
  - ii. Monthly profit & loss
  - iii. Monthly ledger
  - iv. Rolling profit & loss that includes actuals for each month of the current Fiscal Year
  - v. Number of meals served per month
- Annual Reporting
  - i. Supplier must provide a proposed budget two (2) months before the start of a new Fiscal Year.
  - ii. Supplier must provide a year-end recap that shows a summary of actual expenses for the year and year-to-year comparisons.

(9) Purchase Requirements

- Supplier must submit a request to the Athletics Department CFO before purchasing any Equipment greater than \$1,000.00.
- Supplier must allow Executive Chef to purchase locally sourced items and “Grades” of dairy and protein that may be a cut above what may typically be ordered.
- Executive Chef is expected to provide the Athletics Department cost benefit analysis of food and product requests.
- Supplier is expected to provide “high level” transparency regarding the impact of Purchase Discounts on the profitability of the account.

(10) Supplier must implement a biometric check-in system for all student-athlete meals. System must be implemented before the 2023 Fall Semester, unless another mutually agreeable date is determined by the parties.

**C. Meal Plans, Casual Meal Rates and Conference Rates**

Prior to the beginning of each academic year, the Parties shall coordinate and mutually agree upon the calendar start and end dates for board days for the upcoming academic year. Board days are the days in which the Board Plan locations are required by the University to be open for service. There will be 227 board days for the 2023-2024 academic year, with not less than 116 board days for fall semester and not less than 111 board days for spring semester for the LSU A&M campus. If there is a reduction in the number of board days, Supplier will be allowed to increase the daily rates to cover its fixed operating costs.

During the fall semester, dining halls will open two Saturdays prior to the first date of class, will remain open on Labor Day, will remain open during Fall Break, and will remain open through the last day of final exams. Dining halls will be closed starting on Thanksgiving and continuing through the following Sunday, opening on the Monday morning after Thanksgiving.

During the spring semester, dining halls will open the Saturday immediately prior to the first date of class, will remain open on MLK Day, and will remain open through the last day of final exams. Unless otherwise mutually

agreed by the Parties, dining halls will close for Mardi Gras, will be closed the Monday through Saturday the week of Spring Break, and will be closed the Saturday and Sunday of Easter weekend. For any dining services in addition to board day service, the Parties will mutually agree on the scope of service and applicable daily rate for such supplemental services.

The University shall offer the meals plans set forth in Table 1 below for the 2023-2024 academic year for students enrolled at LSU A&M. The prices reflected in Table 1 were developed in reliance on estimated meal plan enrollment for the 2023-2024 academic year to consist of 6,750 mandatory meal plan participants and 1,650 voluntary meal plan participants, with an attrition rate of two percent (2%) between the first Fall and Spring semesters and all subsequent Fall and Spring semesters over the term of the Agreement. The prices in Table 1 were further based on the expectation that non-salaried employees of Chartwells will be paid an average hourly rate of \$14.55 in year one.

**Table 1 –  
2023-2024 Meal Plan Rates (LSU A&M)**

Meal Plan	Paw Points (Declining Balance)	Mandatory / Voluntary	# of Block Meals or Meals Per Week	Year 1 Price/ Semester
All Access*	\$100	Mandatory	Unlimited	\$2,475
Tiger 19	\$150	Mandatory	19/week	\$2,413
Tiger 15	\$375	Mandatory	15/week	\$2,250
Tiger 12**	\$600	Mandatory	12/week	\$2,217
45 Tiger Meals	\$550	Voluntary	45	\$988
35 Tiger Meals	\$450	Voluntary	35	\$798
25 Tiger Meals	\$350	Voluntary	25	\$595
\$800 Paw Points	\$800	Voluntary	N/A	\$800
\$400 Paw Points	\$400	Voluntary	N/A	\$400
Greek Meal Plan	\$350	Voluntary	8/week	\$1,438

\*New unlimited meal plan (based on 21 meals/week)

\*\*Default plan is the Tiger 12

Supplier will charge the following door rates for residential dining:

Academic year: 2023-2024	<u>Meal</u>	<u>Charge</u>
	Breakfast	\$7.59
	Lunch	\$11.36
	Dinner	\$12.31
	Dining Hall Friday Fac./Staff	\$6.00

Supplier will charge the following door rates at the Faculty Club Buffet:

Academic year: 2023-2024: \$11.36

Supplier will charge the following door rates at the LSU Performance Nutrition:

Academic year: 2023-2024	<u>Meal</u>	<u>Charge</u>
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Lunch	\$9.10
Dinner	\$12.73

Supplier will charge the following rates for conference meals:

Academic year: 2023-2024	<u>Meal</u>	<u>Charge</u>
	Summer Breakfast	\$6.93
	Summer Lunch	\$8.00
	Summer Dinner	\$9.05
	All Day	\$23.97

The University shall pay to Supplier a monthly board plan and declining balance revenue fee that is equal to the amount of the prior month's meal plan sales. The University shall pay Supplier on a monthly basis for the value of meal plan sales received during the month. For the Fall and Spring semesters, after the 14<sup>th</sup> class day, the University will calculate the refund retainage fee to withhold for the semester and such retainage hold-back shall be applied to the September invoice for the Fall semester and January for the Spring semester. A reconciliation will be completed by the University and Supplier at the end of each semester and any balance owed will be paid to the appropriate party by the other party within 15 days of the end of the semester.

Meal Equivalencies: Meal equivalencies will be available on all mandatory meal plans (All Access, Tiger 19, Tiger 15, and Tiger 12) once per day and are valid at all Supplier operated locations, excluding Chik-fil-A and Panda. Meal equivalencies will have a retail value of \$8.50 per equivalency and shall count towards total available meals per week. Meal equivalency rates will be reviewed and mutually agreed upon annually.

(1) Prices for meal plans, retail, catering, camps, conferences and concessions shall be reviewed and may be adjusted at least annually for each succeeding academic year or part thereof. Supplier shall submit a proposed pricing structure to the University by December 1<sup>st</sup> prior to the commencement of the upcoming academic year, with the final pricing structure to be approved no later than January 31<sup>st</sup> prior to the commencement of the academic year. Adjustments made to the pricing structure shall be negotiated, taking into account population, hours of operation, other conditions, labor costs (including but not limited to benefits and insurance costs), product costs, fuel costs, federal, state and local tax structure, any change in federal, state or local law including regulatory or legislative mandates, any other levy or tax that impacts Supplier's services, and variances between operating conditions as described by University prior to execution of this Agreement and actual operating conditions during the Term, including without limitation student population, maintenance expenses and utility costs. Price adjustments made to meal plans, retail, catering, camps, conferences and concessions shall consider the CPI/Wage Adjustment (as defined below). The "CPI/Wage Adjustment" means (a) the increase over the prior year in labor cost (wages and benefits) affecting Supplier's operations at the Leased Premises ("Labor Adjustment") and (b) the percentage change over the prior year in the Consumer Price Index – Food Away From Home, South ("CPI Adjustment") as measured for the twelve month period ending October 31<sup>st</sup>, and as published by the United States Department of Labor, Bureau of Labor Statistics. This blended benchmark will be used as a material factor in determining price adjustments to meal plans, retail, catering, camps, conferences and concessions, and will apply the Labor Adjustment percentage to the portion of Supplier's operating costs related to labor, and the CPI Adjustment to the remaining portion of Supplier's operating costs. In the event the expected CPI/Wage Adjustment exceeds six percent (6%) in any given year, that minimum wage for non-salaried Chartwells' employees increases above \$14.55 in year one of the Agreement, or residential meal plan enrollment has not increased by 900 by year five of the Agreement, then University and Chartwells shall meet in the relevant year and negotiate in good faith opportunities to minimize the impact of such events, which may include, but are not limited to, changes to the meal plan program, hours of operation, overall scope of services, and/or financial terms. Notwithstanding the forgoing, the parties agree that there will be no change to meal plan pricing for academic year 2023-2024 relative to the meal plan rates in place for the academic year 2022-2023.

(2) It is further agreed that, for academic year 2023-2024, with respect to national brands, pricing will

be competitive with prices available in the community outside University’s campus, and price adjustments to national brands, subcontracted and non-national retail brands, and C-store products may be permitted with University approval during the academic year upon thirty (30) days’ notice to the University. Beginning in academic year 2024-2025 and for all remaining years of the Term of this Agreement, price adjustments to national brands, subcontracted brands and C-store products will be permitted during the academic year upon thirty (30) days’ notice to the University and price adjustments to non-national retail brands will be permitted annually upon mutual approval of the Parties. Supplier’s financial arrangements have been developed based on the assumption that a CPI/Wage Adjustment shall be made as set forth above.

(3) Notwithstanding the forgoing, in the event of Force Majeure, the parties may likewise change pricing to address such circumstances at other times of year as needed to promptly address those events.

**E. Unused Meal Plan Dollars**

Any student meal plan dollars and flex dollars left over at the end of the fall semester will roll forward to the spring semester and any unused meal plan declining balance dollars remaining at the end of the spring semester will not be credited to the student, but will be credited to the Supplier.

**F. Unrestricted Signing Bonus**

Supplier will provide the LSU A&M and LSU A&M Athletics with a one-time unrestricted signing bonus in the amount of Sixteen Million Five Hundred Thousand Dollars (\$16,500,000) (“Signing Bonus”) which shall be disbursed upon execution of the Agreement as detailed in Table 2 below. The Signing Bonus will be amortized on a straight line basis from July 1, 2023 through June 30, 2033. The University will hold title to all items procured using the Signing Bonus. If the Agreement expires or is terminated for any reason prior to the full amortization of the Signing Bonus, the University is liable for and promises to pay to Supplier the unamortized portion of the Signing Bonus within thirty (30) days upon expiration or termination.

**Table 2: Signing Bonus**

	<b>FY23-24</b>
LSU A&M	\$16,000,000
LSU A&M - Athletics	\$500,000
<b>Total</b>	<b>\$16,500,000</b>

**G. Capital Contributions**

Supplier will provide a new investment in the University dining service program to fund capital improvements to the University premises to facilitate the dining service program as described in Table 3 below in the aggregate amount of Thirty Seven Million Five Hundred Seventeen Thousand Nine Hundred Nineteen Dollars (\$37,517,919.00) (the “Capital Investment”).

The Capital Investment will be amortized on a straight line basis during the periods as set forth in the table below. The University shall hold title to items procured using the Capital Investment. If the Agreement expires or is terminated for any reason prior to the full amortization of the Capital Investment, the University is liable for and promises to pay Supplier the unamortized portion of the Capital Investment within thirty (30) days upon expiration or termination, provided however, to the extent the University terminates the Agreement for cause pursuant to Section 9.1 above, the University’s obligation to pay Supplier the unamortized balance of the Capital Investment shall be reduced by Five Million Dollars (\$5,000,000).

**Table 3: Capital Investments**

LSU A&M

BUILDING NAME	RFP PROPOSED CONCEPT	DETAILS	FINAL CONCEPT	Estimated CAPEX	Amortization Start	Amortization End	Design Start	GO LIVE
459 Commons	World of Wings	Complete gut and refresh project – renovation to the existing front of house	Install Zippy concept into market	\$ 100,000	9/1/2023	8/31/2033	3/6/2023	2023 Fall
Student Union	Food Lockers/Vending	Convert existing I-Phone Shop to Food Lockers	Food Lockers	\$ 100,000	9/1/2023	8/31/2033	3/6/2023	2023 Fall
Student Union	Top It	Install new Brand with all brand requirements including: equipment, finishes, brand dress.	Local rotating concept	\$ 100,000	9/1/2024	8/31/2034	3/6/2023	2023 Fall
Student Union	United Table	New residential dining hall based on 1600 sf. Cost based on receiving a white box. See Definition of White Box.	Sports Bar	\$ 1,000,000	1/1/2024	12/31/2033	3/20/2023	2023 Winter
Student Union	Pretzel Shop	N/A	Boba Tea Shop/ Hissso Sushi/Poke	\$ 550,000	2/1/2024	1/31/2034	3/20/2023	2023 Winter
Veterinary Science Bldg.	3 Little Pigs/Coffee Shop	Refresh the existing space including New Food bars, New Shelving and Gondolas, upgrade to some equipment, new finishes signage and Graphics, add Coffee	Refresh 3 Little pigs with coffee	\$ 350,000	2/1/2024	1/31/2034	3/20/2023	2023 Winter
Business Education Complex	Brew Bike / Student Run Concept	Student operated location, rebrand existing store	Rebranded Coffee	\$ 25,000	2/1/2024	1/30/2034	3/20/2023	2024 Spring
Law Center	GTCO	Update to CC's Unit	Refresh CC's	\$ 100,000	9/1/2023	8/31/2033	3/6/2023	2024 Spring
The 5	Bunsen Tea Lab	Complete FOH renovation of existing servery and Dining area Outdoor Activation including deck, furniture and shading	Pasta or like concept into Market	\$ 100,000	9/1/2023	8/31/2033	10/1/2023	2024 Fall
Student Union	On The Geaux NEW location	Demo existing store and rebuild it in a different location including new finishes, signage and graphics.	Frictionless Market	\$ 525,000	9/1/2024	8/31/2034	10/1/2023	2024 Fall
The Library old	CCs	Construct 1000sf Food Service space complete with counters, finishes and equipment. 2000sf seating area with including furniture for a new brand	CC's Coffee Refresh	\$ 500,000	9/1/2025	8/31/2035	10/1/2024	2024 Fall
New Building	Small Sliders - New Location	New Small Sliders Build out	Sliders	\$ 550,693	9/1/2024	8/31/2034	10/1/2023	2024 Fall
459 Commons and Market	Lavelle Food Emporium/Market	Complete gut and refresh project – renovation to the existing front of house. Add 1000 sf to building and renovate interior space	Addition + Renovation	\$ 6,750,000	9/1/2025	8/31/2035	8/1/2023	2025 Fall
Headhouse	2 Retail Restaurant Concepts	Convert existing 3100 sf historic building into food service production space, add: 4 x 1000sf additions to the building for dining space. 2 Concepts	Head House Retail Market	\$ 4,500,000	9/1/2025	8/31/2035	4/1/2023	2025 Fall
New Building	Coffee Shop	Local or National Coffee Concept	TBA	\$ 1,200,000	9/1/2025	8/31/2035	10/1/2024	2025 Fall
Faculty Club	Faculty Club	Refresh the FOH including, new finishes, furniture, Lighting, Servery equipment and food bars, Signage and Graphics	Renovation	\$ 3,730,436	9/1/2025	8/31/2035	4/1/2023	2026 Spring
The 5	Social House	Complete FOH renovation of existing servery and Dining area Outdoor Activation including deck, furniture and shading	The 5 Renovated + Addition	\$ 8,750,000	9/1/2026	8/31/2036	8/1/2024	2026 Fall
New Residential Dining Hall	Planet Eats	New residential hall construction in partnership with LSU – at new library	New Res dining hall	\$ 6,200,000	9/1/2026	8/31/2036	8/2/2024	2027 Fall
Technology				\$ 2,386,790	8/1/2023	7/31/2033		
<b>TOTAL</b>				<b>\$ 37,517,919</b>				

In the event the University requests that Supplier utilize Capital Investment funds for purposes other than those described in Supplier’s proposal, or chooses to implement improvements on a schedule that differs from the schedule described herein (collectively, “Campus Elections”), it is acknowledged that adherence to such Campus Elections may impact revenues, expenses, and/or operating efficiencies, and thus may impact the pro forma. In such event, Supplier and University shall mutually agree upon the potential effect of such Campus Elections on Supplier’s ability to achieve its pro forma and the Parties will mutually agree to modify the financial arrangements between them in consideration thereof.

The Parties hereby agree that the construction and refresh projects utilizing the Capital Investments outlined in this Section shall be managed by the Supplier through a formal procurement process. The Parties will work together in good faith to ensure the allocated Capital Investment funds are used in a way that directly benefits the University’s dining services program.

**H. Support and In-Kind Contributions**

Each year the Agreement remains in effect and provided that a notice of termination has not been provided by either Party, and further provided that the University is not in breach of its obligations, Supplier shall provide, at no cost to the University, in-kind contributions and support each academic year during the Term as detailed in Table 4 below.

**Table 4: In-Kind Contributions**

**LSU A&M**

<u>Description</u>	<u>Amount (per year)</u>	<u>Cash/Retail Value</u>
Catering Fund	\$205,000	Retail Value
Supplier Diversity Fund	\$10,000	Cash Value
Unrestricted Scholarship Fund	\$100,000	Cash Value
Vending Scholarship Fund	\$10,000	Cash Value
Wellness and Sustainability Initiative Fund	Y1 - \$48,800 Yr 2 – 10 - \$4,000	Retail Value

**LSU – Athletics**

<u>Description</u>	<u>Amount (per year)</u>	<u>Cash/Retail Value</u>
Athletic Grant	\$287,000	Cash Value

The Wellness and Sustainability Initiative Fund and Catering Funds will not accrue evenly each month but will be made available August 1 of each contract year and available for usage at the University’s discretion through the end of that contract year; provided, however, any funds not utilized by the end of that contract year will not carry over to the following year and will be forfeited. All cash donations shall accrue evenly each month throughout the year and be paid out annually in August. An annual reconciliation of the In-Kind Funds will be performed no later than the 15th of May in each contract year.

**I. Innovation Fund**

Provided that the Agreement remains in full force and effect, neither Party having given notice of termination, and the University not being in breach of its obligations, Supplier shall fund an annual innovation fund (the “Innovation Fund”) for mutually agreed upon initiatives such as, improving student experience, operations, diversification of cuisine, and social responsibility, in the amounts stated in Table 5 below.

**Table 5 – Innovation Fund**

	<b>LSU A&amp;M</b>
Year 1	\$800,000
Year 2	\$200,000
Year 3	\$200,000
Year 4	\$700,000
Year 5	\$200,000
Year 6	\$200,000
Year 7	\$200,000

Year 8	\$700,000
Year 9	\$200,000
Year 10	\$700,000
<b>TOTAL</b>	<b>\$4,100,000</b>

All expenditures from the Innovation Fund shall be mutually agreed upon by the Parties. Client shall hold title to all purchased made from the Innovation Fund. Annual contributions not used by the end of each year will roll over to the next year. An annual reconciliation of the Innovation Fund will be performed no later than the 15th of August each year, initiated and submitted for review by Supplier, after Innovation Fund is commenced. These funds may be reallocated to other food service program needs by mutual consent to avoid a material surplus being accrued every year from which neither party benefits. In the event Innovation Fund is exhausted during any year, Supplier shall have no further obligation to fund the Innovation Fund during that year. In the event of expiration or termination of this Agreement, the University will retain any accrued and unspent amount, and Supplier shall have no further obligation with respect to the Innovation Fund as of the expiration or termination date.

**J. Equipment Fund**

Each year the Agreement remains in effect and provided that a notice of termination has not been provided by either Party, and further provided that the University is not in breach of its obligations, Supplier shall fund an annual equipment fund (the "Equipment Fund") for the costs to purchase, maintain, repair and replace equipment in the amounts stated in Table 6.

**Table 6 – Equipment Fund**

	<b>LSU A&amp;M</b>
Year 1	\$350,000
Year 2	\$350,000
Year 3	\$350,000
Year 4	\$350,000
Year 5	\$350,000
Year 6	\$350,000
Year 7	\$350,000
Year 8	\$350,000
Year 9	\$350,000
Year 10	\$350,000
<b>TOTAL</b>	<b>\$3,500,000</b>

Expenditures from the Equipment Fund will be mutually agreed upon by the Parties. At the end of each year, any unused sums in the Equipment Fund will be retained in the Equipment Fund until used. These funds may be reallocated to other food service program needs by mutual consent to avoid a material surplus being accrued every year from which neither party benefits. An annual reconciliation of the Equipment Fund no later than the 15<sup>th</sup> of August each year, initiated and submitted for review by Supplier. At the expiration or termination of this Agreement, the University shall receive any unused balances in the Equipment Fund and Supplier shall have no further obligation with respect to the Equipment Fund as of the expiration or termination date. All equipment purchased with these funds will become the inventory property of the University upon installation. The University shall be responsible for all repair and maintenance costs in excess of the Equipment Fund.

**K. Rental Payments**

Each year the Agreement remains in effect, Supplier agrees to pay the University an annual rental payment for the use of the Leased Premise in an amount stated in Table 7 (“Rental Payment”). The Rental Payment shall be made in 12 equal monthly installments and payable by the 1<sup>st</sup> day of each month.

**Table 7 – Rental Payment**

	<b>LSU A&amp;M</b>
Year 1	\$106,000
Year 2	\$106,000
Year 3	\$106,000
Year 4	\$106,000
Year 5	\$106,000
Year 6	\$106,000
Year 7	\$106,000
Year 8	\$106,000
Year 9	\$106,000
Year 10	\$106,000
<b>TOTAL</b>	<b>\$1,060,000</b>

**L. Utilities**

For the LSU A&M Campus only, University will provide utilities, dumpster service for trash and garbage, air conditioning, and such other services as may be mutually agreed (herein “University Services”), where applicable, to the Supplier premises, and Supplier shall pay University, as “Additional Rent” due under this Agreement, all costs of operation and maintenance attributable to the Leased Premises in order to fairly and accurately cover the costs of operation and maintenance thereof, following receipt of sufficient information from the University of the allocated costs. No later than February 1st beginning with the first year and on an annual basis thereafter, University shall meet with Supplier, review costs of University Services, and provide Supplier with the amount of Additional Rent for University Services applicable to the next fiscal year as part of the annual program review.

Additional Rent for such University Services provided by the University hereunder shall be invoiced by University to Supplier on the basis of One-Twelfth (1/12) of the annual amount and paid by Supplier within thirty (30) days of invoicing by the University thereof. Supplier will not be charged for the University Services at a rate greater than that charged to Auxiliary Services. The University will make reasonable efforts to provide continuous provision of University Services and to restore Services following any interruption. However, the University will not be liable for any product or revenue loss which may occur as a result of the interruption or failure of any such Services.

**M. Food Service Commissions**

(1) Supplier shall pay the University a monthly commission based on Gross Sales at LSU A&M at a rate equal to 12.308% of Gross Sales. Supplier shall provide the breakdown of Gross Sales calculations as part of its monthly and annual financial reporting to the University, with detail as available and provided by Supplier’s financial reporting system. “Gross Sales” shall mean all moneys received for sales or services rendered at or from the Leased Premises, excluding: (1) receipts from sales of meals to employees of Supplier; (2) any service charge made, collected and turned over to employees; (3) the proceeds of the sale of any fixtures or equipment; (4) proceeds from the sale or liquidation of any inventory which is not sold at retail; (5) any commission or processing fee paid in connection with sales by credit or bank cards; and (6) sales, gross receipts and other taxes collected by Supplier or any other

vendor as required by governmental authorities.

(2) With respect to Gross Sales made by subcontractors, Gross Sales shall include only the portion of subcontracted Gross Sales retained by Supplier and shall not include the portion of subcontracted Gross Sales paid to or retained by the subcontractor.

(3) Supplier guarantees payment to the University on an annual basis a total minimum commission equal to the amounts in the table below (“Food Service Guaranteed Commission”). Supplier shall pay to the University a monthly commission of 12.308% based on actual Gross Sales. At the end of each fiscal year, Supplier shall conduct a reconciliation of the Food Service Guaranteed Commission against commissions earned and paid, and to the extent the commissions earned and paid are less than the Food Service Guaranteed Commission, Supplier shall pay the difference within forty-five (45) days of the end of each fiscal year.

Food Service Guaranteed Commission	
	LSU A&M
FY24	\$ 3,577,860
FY25	\$ 3,955,644
FY26	\$ 4,270,667
FY27	\$ 5,091,741
FY28	\$ 5,283,892
FY29	\$ 5,522,874
FY30	\$ 5,771,764
FY31	\$ 6,031,041
FY32	\$ 6,243,357
FY33	\$ 6,463,076

(4) For Supplier’s accounting purposes, the Food Service Guaranteed Commission will be accrued each month in accordance with the following table. If the Agreement expires or is terminated early, the Food Service Guaranteed Commission due to the University shall be pro-rated through the date of expiration or termination based on the monthly allocation outlined in the table below. To the extent the disbursed Food Service Guaranteed Commission is less than the Food Service Guaranteed Commission allocated in the table below, Supplier shall pay the University an amount equal to the difference. To the extent the disbursed Food Service Guaranteed Commission is more than the Food Service Guaranteed Commission allocated in the table below, the University shall refund to Supplier an amount equal to the difference. The table below will apply based on projected Gross Sales.

Month	% of Gross Sales/month
July	2.86%
August	4.65%
September	8.26%
October	13.02%
November	11.58%
December	5.33%
January	10.01%
February	10.75%

March	10.86%
April	12.01%
May	7.65%
June	3.02%

**N. Catering**

Financial arrangements shall be negotiated by the Parties on an event-by-event basis. Supplier shall invoice the University for the catering services and the University shall pay said invoice within thirty (30) days of receipt.



**Attachment 1-B**  
LSU Alexandria Campus Rider

**I. Scope of Services**

A. **Scope of Services.** During the Term of this Agreement, Supplier will provide, on an exclusive basis, the following services for LSUA:

- Residential Dining Services
- Catering Services (catering is not exclusive)
- Summer Conferences and Camps
- C-Store/Marketplace Services
- Concessions at Alexandria
- Vending Services, meaning an automated machine that provides snacks, beverages, and other mutually agreed products
- Unattended Vending Services, meaning the provision of products via cashless self-checkout kiosks
- Dining/Snack/Concessions to Alexandria Country Day High School on the LSUA campus
- Provision of alcohol service as required in conjunction with the above

B. **Service Locations.** Chartwells will provide a comprehensive, high-quality food service program at the following locations. All locations will have meal plan eligible options available.

Location	Service	
<b>Magnolia Café</b>	Residential, Retail, Commuter	
<b>Bolton Coffee Shop</b>	Retail	
<b>Burger 318</b>	Retail	
<b>Vending Service Locations:</b>		
LOUISIANA STATE UNIV @ ALEXANDRIA	Snack	BO NIPPER BLDG - KITCHEN
LOUISIANA STATE UNIV @ ALEXANDRIA	Snack	OUTDOOR BREEZEWAY
LOUISIANA STATE UNIV @ ALEXANDRIA	Snack	OUTDOOR BREEZEWAY
LOUISIANA STATE UNIV @ ALEXANDRIA	Snack	CHAMBERS HALL-STUDENT LOUNGE
LOUISIANA STATE UNIV @ ALEXANDRIA	Snack	MAINTENANCE SHED BRKROOM
LOUISIANA STATE UNIV @ ALEXANDRIA	Snack	OUTDOOR BREEZEWAY
LOUISIANA STATE UNIV @ ALEXANDRIA	Snack	MPAC - BY ELEVATOR
LOUISIANA STATE UNIV @ ALEXANDRIA	Snack	SCIENCE BLDG - HALLWAY
LOUISIANA STATE UNIV @ ALEXANDRIA	Snack	OAKS RESIDENCE HALL - GAMEROOM
LOUISIANA STATE UNIV @ ALEXANDRIA	Snack	MPAC - DOWNSTAIRS
LOUISIANA STATE UNIV @ ALEXANDRIA	Snack	FITNESS CTR. - LOBBY
LOUISIANA STATE UNIV @ ALEXANDRIA	Snack	COUGHLIN HALL - UPSTAIRS STUDY HALL

C. **Hours of Operation.** The hours of operation for Fiscal Year 2023-24 shall be as follows:

<b>Location</b>	<b>Mon-Fri</b>	<b>Sat &amp; Sun</b>
<b>Magnolia Café</b>	7:00am-7:00pm (M – Th) 7:00am-6:00pm (F)	10:00am-6:00pm
<b>Bolton Coffee Shop</b>	7:30am-4:00pm	Closed
<b>Burger 318</b>	11:00am-2:00pm, 5:00pm-8:00pm	Sat: 10:00am – 6:00pm Sun: Closed

The hours of operation may be adjusted throughout the academic year and for subsequent years by mutual consent between LSU Alexandria and Supplier.

## II. Financial Terms

### A. Profit and Loss Basis

Supplier will operate its services for its own account on a profit and loss basis. Profits shall be the excess, if any, of Gross Sales (defined below) during any fiscal year over the sum of (a) all direct and indirect costs of performing the services, (b) the amortization expense described below, and (c) the cumulative operating deficit, if any, from prior operating periods during the term of this Agreement.

Prices shall be determined by mutual consent between Supplier and University; provided, however, that in the event of material cost changes, whether taxes, labor, merchandise, equipment, or otherwise, including but not limited to any change in any federal, state or local law including regulatory or legislative mandates, it is agreed that Supplier with consent from the University, which consent shall not be unreasonably withheld, conditioned or delayed, shall have the right to adjust said prices to reflect said increases in an amount equal to the material change in cost.

### B. Meal Plans, Casual Meal Rates and Conference Rates

Prior to the beginning of each academic year, the Parties shall coordinate and mutually agree upon the calendar start and end dates for board days for the upcoming academic year. Board days are the days in which the Board Plan locations are required by the University to be open for service. There will be 224 board days for the 2023-2024 academic year, with not less than 112 board days for fall semester and not less than 112 board days for spring semester for the LSUA campus. If there is a reduction in the number of board days, Supplier will be allowed to increase the daily rates to cover its fixed operating costs.

During the fall semester, dining halls will open by the officially published move-in day for The Oaks Residence Hall, and will remain open through the last day of final exams. Dining halls will be closed on Labor Day, Thanksgiving Day and continuing through the following Sunday, opening on the Monday morning after Thanksgiving. All other closures must be mutually agreed upon by both parties.

During the spring semester, dining halls will open the Saturday immediately prior to the first date of class, and will remain open through the last day of final exams. All spring closure dates must be mutually agreed upon by both parties prior to the first day of class. For any dining services in addition to board day service, the Parties will mutually agree on the scope of service and applicable daily rate for such supplemental services.

The University shall offer the meals plans set forth in Table 1 below for the 2023-2024 academic year for students enrolled at LSUA. The prices reflected in Table 1 are based on the 2022-23 rates. The prices in Table 1 were further based on the expectation that non-salaried employees of Chartwells will be paid an average hourly rate of \$14.55 in year one.

**Table 1 –  
2023-2024 Meal Plan Rates (LSUA)**

Meal Plan	(Dining Dollars)	Residential /Commuter	Year 1 Price/ Semester
200 Meals	\$200	Residential	\$1,747
Unlimited Meals	\$0	Residential	\$1,747
100 Meals	\$0	Commuter	\$774
50 Meals	\$0	Commuter	\$397
25 Meals	\$0	Commuter	\$203.50

Supplier will charge the following door rates for residential dining:

Academic year: 2023-2024	<u>Meal</u>	<u>Charge</u>
	Breakfast	\$7.95
	Lunch	\$9.25
	Dinner	\$9.25

Conference rates shall be mutually agreed upon by LSUA and Supplier.

Prior to the commencement of each semester during the Term, the University shall pay to Supplier an advance payment, to be used for operating costs, in the amount equal to all meal plans sold, which shall be payable 30 days after the start of the semester. Supplier shall deduct the Advanced Payment from Supplier's final invoice immediately following the end of the semester. Any remaining amounts not credited to the final semester invoice will be carried forward and applied to subsequent invoices until the entire Advanced Payment amount is fully credited to the University.

Meal Equivalencies: Meal equivalencies will be available on all mandatory meal plans once per day and are valid at the Burger 318 retail location. Meal equivalencies will have a retail value of \$8.50 per equivalency and shall count towards total available meals per week. Meal equivalency rates will be reviewed and mutually agreed upon annually.

(1) Prices for meal plans, retail, catering, camps, conferences and concessions shall be reviewed and may be adjusted at least annually for each succeeding academic year or part thereof. Supplier shall submit a proposed pricing structure to the University by December 1<sup>st</sup> prior to the commencement of the upcoming academic year, with the final pricing structure to be approved no later than January 31<sup>st</sup> prior to the commencement of the academic year. Adjustments made to the pricing structure shall be negotiated, taking into account population, hours of operation, other conditions, labor costs (including but not limited to benefits and insurance costs), product costs, fuel costs, federal, state and local tax structure, any change in federal, state or local law including regulatory or legislative mandates, any other levy or tax that impacts Supplier's services, and variances between operating conditions as described by University prior to execution of this Agreement and actual operating conditions during the Term, including without limitation student population, maintenance expenses and utility costs. Price adjustments made to meal plans, retail, catering, camps, conferences and concessions shall consider the CPI/Wage Adjustment (as defined below). The "CPI/Wage Adjustment" means (a) the increase over the prior year in labor cost (wages and benefits) affecting Supplier's operations at the Leased Premises ("Labor Adjustment") and (b) the percentage change over the prior year in the Consumer Price Index – Food Away From Home, South ("CPI Adjustment") as measured for the twelve month period ending October 31<sup>st</sup>, and as published by the United States Department of Labor, Bureau of Labor Statistics. This blended benchmark will be used as a material factor in determining price adjustments to meal plans, retail, catering, camps, conferences and concessions, and will apply the Labor Adjustment percentage to the portion of Supplier's operating costs related to labor, and the CPI Adjustment to the remaining portion of Supplier's operating costs. In the event the expected CPI/Wage Adjustment exceeds six percent (6%) in any given year, that minimum wage for non-salaried Chartwells' employees increases above \$14.55 in year one of the Agreement, then University and Chartwells shall meet in the relevant year and negotiate in good faith opportunities to minimize the impact of such events, which may include, but are not limited to, changes to the meal plan program, hours of operation, overall scope of services, and/or financial terms. Notwithstanding the forgoing, the parties agree that there will be no change to meal plan pricing for academic year 2023-2024 relative to the meal plan rates in place for the academic year 2022-2023.

(2) It is further agreed that, for academic year 2023-2024, with respect to national brands, pricing will be competitive with prices available in the community outside University's campus, and price adjustments to national brands, subcontracted and non-national retail brands, and C-store products may be permitted with University approval during the academic year upon thirty (30) days' notice to the University. Beginning in academic year 2024-2025 and for all remaining years of the Term of this Agreement, price adjustments to national brands, subcontracted

brands and C-store products will be permitted during the academic year upon thirty (30) days’ notice to the University and price adjustments to non-national retail brands will be permitted annually upon mutual approval of the Parties. Supplier’s financial arrangements have been developed based on the assumption that a CPI/Wage Adjustment shall be made as set forth above.

(3) Notwithstanding the forgoing, in the event of Force Majeure, the parties may likewise change pricing to address such circumstances at other times of year as needed to promptly address those events.

**E. Unused Meal Plan Dollars**

Any student meal plan Dining Dollars left over at the end of the fall semester will roll forward to the spring semester, and subsequently and spring left over Dining Dollars roll forward to the summer semester. Any unused meal plan Dining Dollars remaining at the end of the summer semester will not be credited to the student, but will be credited to the Supplier.

**F. Unrestricted Signing Bonus**

Supplier will provide LSUA with a one-time unrestricted signing bonus in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) (“Signing Bonus”) which shall be disbursed upon execution of the Agreement. The Signing Bonus will be amortized on a straight line basis from July 1, 2023 through June 30, 2033. The University will hold title to all items procured using the Signing Bonus. If the Agreement expires or is terminated for any reason prior to the full amortization of the Signing Bonus, the University is liable for and promises to pay to Supplier the unamortized portion of the Signing Bonus within thirty (30) days upon expiration or termination.

**G. Capital Contributions**

Supplier will provide a new investment in the University dining service program to fund capital improvements to the University premises to facilitate the dining service program as described in Table 3 below in the aggregate amount of Six Hundred Ninety-Nine Thousand Ninety-Four Dollars (\$699,094.00) (the “Capital Investment”).

The Capital Investment will be amortized on a straight line basis during the periods as set forth in the table below. The University shall hold title to items procured using the Capital Investment. If the Agreement expires or is terminated for any reason prior to the full amortization of the Capital Investment, the University is liable for and promises to pay Supplier the unamortized portion of the Capital Investment within thirty (30) days upon expiration or termination.

**Table 3**

BUILDING NAME	RFP PROPOSED CONCEPT	DETAILS	FINAL CONCEPT	Estimated CAPEX	Amortization Start	Amortization End	Opening	GO LIVE
LSU Alexandria	Burger Shop	Convert to Burger Shop	Burger Shop	\$ 27,000	7/1/2023	6/30/2033	Open	2023 Spring
LSU Alexandria	N/A	Coffee Concept	Coffee Shop Kiosk	\$ 100,000	2/1/2024	1/30/2034	8/16/2024	2024 Spring
LSU Alexandria	Eatery & Gaming Room	Refresh finishes, provide individual character to stations, lighting signage and Graphics. Frictionless Market	Refresh	\$ 172,094	9/1/2024	8/31/2034	8/16/2024	2024 Fall
LSU Alexandria		Ms. Winners?	Mrs. Winners	\$ 400,000	9/1/2024	8/31/2034	TBA	2024 Fall
<b>TOTAL</b>				<b>\$ 699,094</b>				

In the event the University requests that Supplier utilize Capital Investment funds for purposes other than those described in Supplier’s proposal, or chooses to implement improvements on a schedule that differs from the schedule described herein (collectively, “Campus Elections”), it is acknowledged that adherence to such Campus Elections may impact revenues, expenses, and/or operating efficiencies, and thus may impact the pro forma. In such event, Supplier and University shall mutually agree upon the potential effect of such Campus Elections on Supplier’s ability to achieve its pro forma and the Parties will mutually agree to modify the financial arrangements between them in consideration thereof.

The Parties hereby agree that the construction and refresh projects utilizing the Capital Investments outlined in this Section shall be managed by the Supplier through a formal procurement process. The Parties will work together in good faith to ensure the allocated Capital Investment funds are used in a way that directly benefits the University’s dining services program.

**H. Support and In-Kind Contributions**

Each year the Agreement remains in effect and provided that a notice of termination has not been provided by either Party, and further provided that the University is not in breach of its obligations, Supplier shall provide, at no cost to the University, in-kind contributions and support each academic year during the Term as detailed in Table 4 below.

**Table 4: In-Kind Contributions (LSUA)**

**LSU – Alexandria**

<u>Description</u>	<u>Amount (per year)</u>	<u>Cash/Retail Value</u>
Catering Fund	\$25,000	Retail Value

Catering Funds will not accrue evenly each month but will be made available August 1 of each contract year and available for usage at the University’s discretion through the end of that contract year; provided, however, any funds not utilized by the end of that contract year will not carry over to the following year and will be forfeited. All cash donations shall accrue evenly each month throughout the year and be paid out annually in August. An annual reconciliation of the In-Kind Funds will be performed no later than the 15th of May in each contract year.

**I. Innovation Fund**

Provided that the Agreement remains in full force and effect, neither Party having given notice of termination, and the University not being in breach of its obligations, Supplier shall fund an annual innovation fund (the “Innovation Fund”) for mutually agreed upon initiatives such as, improving student experience, operations, diversification of cuisine, and social responsibility, in the amounts stated in Table 5 below.

**Table 5 – Innovation Fund**

	<b>LSU-Alexandria</b>
Year 1	\$17,500
Year 2	\$17,500
Year 3	\$35,000
Year 4	\$35,000
Year 5	\$35,000
Year 6	\$35,000
Year 7	\$35,000
Year 8	\$35,000
Year 9	\$35,000
Year 10	\$35,000
<b>TOTAL</b>	<b>\$315,000</b>

All expenditures from the Innovation Fund shall be mutually agreed upon by the Parties. University shall hold title to

all purchased made from the Innovation Fund. Annual contributions not used by the end of each year will roll over to the next year. An annual reconciliation of the Innovation Fund will be performed no later than the 15th of August each year, initiated and submitted for review by Supplier, after Innovation Fund is commenced. These funds may be reallocated to other food service program needs by mutual consent to avoid a material surplus being accrued every year from which neither party benefits. In the event Innovation Fund is exhausted during any year, Supplier shall have no further obligation to fund the Innovation Fund during that year. In the event of expiration or termination of this Agreement, the University will retain any accrued and unspent amount, and Supplier shall have no further obligation with respect to the Innovation Fund as of the expiration or termination date.

**J. Equipment Fund**

Each year the Agreement remains in effect and provided that a notice of termination has not been provided by either Party, and further provided that the University is not in breach of its obligations, Supplier shall fund an annual equipment fund (the “Equipment Fund”) for the costs to purchase, maintain, repair and replace equipment in the amounts stated in Table 6.

**Table 6 – Equipment Fund**

	<b>LSU-Alexandria</b>
Year 1	\$15,000
Year 2	\$15,000
Year 3	\$15,000
Year 4	\$15,000
Year 5	\$15,000
Year 6	\$15,000
Year 7	\$15,000
Year 8	\$15,000
Year 9	\$15,000
Year 10	\$15,000
<b>TOTAL</b>	<b>\$120,000</b>

Expenditures from the Equipment Fund will be mutually agreed upon by the Parties. At the end of each year, any unused sums in the Equipment Fund will be retained in the Equipment Fund until used. These funds may be reallocated to other food service program needs by mutual consent to avoid a material surplus being accrued every year from which neither party benefits. An annual reconciliation of the Equipment Fund no later than the 15<sup>th</sup> of August each year, initiated and submitted for review by Supplier. At the expiration or termination of this Agreement, the University shall receive any unused balances in the Equipment Fund and Supplier shall have no further obligation with respect to the Equipment Fund as of the expiration or termination date. All equipment purchased with these funds will become the inventory property of the University upon installation. The University shall be responsible for all repair and maintenance costs in excess of the Equipment Fund.

**K. Rental Payments**

Each year the Agreement remains in effect, Supplier agrees to pay the University an annual rental payment for the use of the Leased Premise in an amount stated in Table 7 (“Rental Payment”). The Rental Payment shall be made in 12 equal monthly installments and payable by the 1<sup>st</sup> day of each month.

**Table 7 – Rental Payment**

	<b>LSU-Alexandria</b>
Year 1	\$45,000
Year 2	\$45,000
Year 3	\$45,000
Year 4	\$45,000
Year 5	\$45,000
Year 6	\$45,000
Year 7	\$45,000
Year 8	\$45,000
Year 9	\$45,000
Year 10	\$45,000
<b>TOTAL</b>	<b>\$450,000</b>

**L. Food Service Commissions**

(1) During year one of the Agreement, no commissions will be paid to LSU Alexandria. During year two of the Agreement, Supplier shall pay LSU Alexandria monthly commissions based on Gross Sales at LSU Alexandria at a rate equal to 5.1% for all Gross Sales in excess of \$784,314. Commencing as of year 3 of the Agreement, Supplier shall pay LSU Alexandria a monthly commission based on Gross Sales at LSU Alexandria at a rate equal to 12.308% of Gross Sales. Supplier shall provide the breakdown of Gross Sales calculations as part of its monthly and annual financial reporting to the University, with detail as available and provided by Supplier’s financial reporting system. “Gross Sales” shall mean all moneys received for sales or services rendered at or from the Leased Premises, excluding: (1) receipts from sales of meals to employees of Supplier; (2) any service charge made, collected and turned over to employees; (3) the proceeds of the sale of any fixtures or equipment; (4) proceeds from the sale or liquidation of any inventory which is not sold at retail; (5) any commission or processing fee paid in connection with sales by credit or bank cards; and (6) sales, gross receipts and other taxes collected by Supplier or any other vendor as required by governmental authorities.

(2) With respect to Gross Sales made by subcontractors, Gross Sales shall include only the portion of subcontracted Gross Sales retained by Supplier and shall not include the portion of subcontracted Gross Sales paid to or retained by the subcontractor.

(3) Supplier guarantees payment to the University on an annual basis a total minimum commission equal to the amounts in the table below (“Food Service Guaranteed Commission”). Supplier shall pay to the University a monthly commission of 12.308% based on actual Gross Sales. At the end of each fiscal year, Supplier shall conduct a reconciliation of the Food Service Guaranteed Commission against commissions earned and paid, and to the extent the commissions earned and paid are less than the Food Service Guaranteed Commission, Supplier shall pay the difference within forty-five (45) days of the end of each fiscal year.

<b>Food Service Guaranteed Commission</b>	
	LSUA
FY24	\$0
FY25	\$0
FY26	\$ 110,643



FY27	\$	118,312
FY28	\$	125,638
FY29	\$	133,535
FY30	\$	141,909
FY31	\$	150,787
FY32	\$	160,045
FY33	\$	169,855

(4) For Supplier’s accounting purposes, the Food Service Guaranteed Commission will be accrued each month in accordance with the following table. If the Agreement expires or is terminated early, the Food Service Guaranteed Commission due to the University shall be pro-rated through the date of expiration or termination based on the monthly allocation outlined in the table below. To the extent the disbursed Food Service Guaranteed Commission is less than the Food Service Guaranteed Commission allocated in the table below, Supplier shall pay the University an amount equal to the difference. To the extent the disbursed Food Service Guaranteed Commission is more than the Food Service Guaranteed Commission allocated in the table below, the University shall refund to Supplier an amount equal to the difference. The table below will apply based on projected Gross Sales.

Month	% of Gross Sales/month
July	2.86%
August	4.65%
September	8.26%
October	13.02%
November	11.58%
December	5.33%
January	10.01%
February	10.75%
March	10.86%
April	12.01%
May	7.65%
June	3.02%

**M. Catering**

Financial arrangements shall be negotiated by the Parties on an event-by-event basis. Supplier shall invoice the University for the catering services and the University shall pay said invoice within thirty (30) days of receipt.

**N. Payroll - T & B Rates**

Supplier shall include a flat charge of 39.47% percent of gross payroll to cover payroll taxes and employee benefit costs. Such flat charge includes the cost of such items as medical plans, payroll and benefits administration, life insurance, FICA, FUI, SUI, Workers’ Compensation insurance, state disability insurance, 401(k) and payroll and benefit plan preparation and processing, and costs imposed due changes in any federal, state or local law including regulatory or legislative mandates, and legal costs. This rate may change as benefit, tax and other associated costs change.

**Attachment 1-C**  
LSU Eunice Campus Rider

**I. Scope of Services**

1. **Scope of Services.** During the Term of this Agreement, Supplier will provide, on an exclusive basis, the following services for LSUE:

- Residential Dining Services
- Catering Services (catering is not exclusive)
- Summer Conferences and Camps
- C-Store/Marketplace Services
- Athletic Concessions at Eunice Vending Services
- Vending Services, meaning an automated machine that provides snacks, beverages, and other mutually agreed products
- Unattended Vending Services, meaning the provision of products via cashless self-checkout kiosks
- Provision of alcohol service as required in conjunction with the above

2. **Service Locations.** Chartwells will provide a comprehensive, high-quality food service program at the following locations:

Location	Service
Dining Hall	Residential
We Proudly Brew Coffee House	Retail
LSUE Acadian Center	Vending: Snack-Left
LSUE Science Building	Vending: Snack-2nd Floor Snack-South-1st Floor  Snack-North-1st Floor
LSUE Education Building	Vending: Snack-1st Floor Health Snack-1st Floor Education
LSUE Manual Hall	Vending: Snack-Upstairs Snack-North
LSUE Gym	Vending: Snack
LSUE Bengal Village	Vending: Bottle-Hallway Next to back door Snack-Hallway Next to Back
Health Technology Building	Vending: Snack

3. **Hours of Operation.** The hours of operation for Fiscal Year 2023-24 shall be as follows:

<b>Location</b>	<b>Mon-Fri</b>	<b>Sat &amp; Sun</b>
<b>Dining Hall</b>	7:30am-7:30pm	10:00am-6:00pm
<b>We Proudly Brew</b>	7:30am-7:30pm	10:00am-6:00pm

The hours of operation may be adjusted throughout the academic year and for subsequent years by mutual consent between University and Supplier.

## **II. LSUE - Financial Terms**

### **A. Profit and Loss Basis**

Supplier will operate its services for its own account on a profit and loss basis. Profits shall be the excess, if any, of Gross Sales (defined below) during any fiscal year over the sum of (a) all direct and indirect costs of performing the services, (b) the amortization expense described below, and (c) the cumulative operating deficit, if any, from prior operating periods during the term of this Agreement.

Prices shall be determined by mutual consent between Supplier and University; provided, however, that in the event of material cost changes, whether taxes, labor, merchandise, equipment, or otherwise, including but not limited to any change in any federal, state or local law including regulatory or legislative mandates, it is agreed that Supplier with consent from the University, which consent shall not be unreasonably withheld, conditioned or delayed, shall have the right to adjust said prices to reflect said increases in an amount equal to the material change in cost.

### **B. Meal Plans, Casual Meal Rates and Conference Rates**

Prior to the beginning of each academic year, the Parties shall coordinate and mutually agree upon the calendar start and end dates for board days for the upcoming academic year. Board days are the days in which the Board Plan locations are required by the University to be open for service. There will be 220 board days for the 2023-2024 academic year, with not less than 110 board days for fall semester and not less than 110 board days for spring semester. If there is a reduction in the number of board days, Supplier will be allowed to increase the daily rates to cover its fixed operating costs.

During the fall semester, dining halls will open on the first day of class, will remain open during Fall Break, and will remain open through the last day of final exams. Dining halls will be closed on Labor Day, Thanksgiving Day and continuing through the following Sunday, opening on the Monday morning after Thanksgiving.

During the spring semester, dining halls will open on the first date of class, and will remain open through the last day of final exams. Unless otherwise mutually agreed by the Parties, dining halls will close for MLK Day, will close Monday and Tuesday during Mardi Gras week, will be closed the Monday through Saturday the week of Spring Break, and will be closed the Saturday and Sunday of Easter weekend. For any dining services in addition to board day service, the Parties will mutually agree on the scope of service and applicable daily rate for such supplemental services.

The University shall offer the meals plans set forth in Table 1 below for the 2023-2024 academic year for students enrolled at LSUE. The prices reflected in Table 1 are based on the 2022-23 rates. The prices in Table 1 were further based on the expectation that non-salaried employees of Chartwells will be paid an average hourly rate of \$14.55 in year one.

**Table 1 –2023-2024 Meal Plan Rates**

<b>Resident Dining Meal Plans:</b>	<b><u>Meals</u></b>	<b><u>Dining Dollars</u></b>	<b><u>New Pricing</u></b>
<b><u>Plans</u></b>			
Student Meals (Non Athletes)	304	\$ 100	\$ 1,699.00
Athletic Meals	240	\$ 50	\$ 1,332.00
Add Extra \$50 Dining Dollars		\$ 100	\$ 1,382.00
Add Extra \$100 Dining Dollars		\$ 150	\$ 1,432.00
Add Extra \$150 Dining Dollars		\$ 200	\$ 1,482.00
<b>Commuter Dining Dollars</b>			\$ 193.00
<b>Faculty/Staff/Student Plans</b>	<b><u>Meals</u></b>		<b><u>New Pricing</u></b>
Student Meals Expire at end of each Semester			
Faculty Staff Meals Expire @ Separation			
5 Meals/ \$25.00 Dining Dollars	5		\$ 57.00
10 Meals	10		\$ 57.00
40 Meals	40		\$ 210.00
80 Meals	80		\$ 394.00
160 Meals	160		\$ 748.00

Supplier will charge the following door rates for residential dining:

Academic year: 2023-2024	<u>Meal</u>	<u>Charge</u>
	Breakfast	\$7.95
	Lunch	\$9.25
	Dinner	\$9.25

Conference rates shall be mutually agreed upon by LSUE and Supplier.

Prior to the commencement of each semester during the Term, the University shall pay to Supplier an advance payment, to be used for operating costs, in the amount equal to all meal plans sold, which shall be payable 30 days after the start of the semester. Supplier shall deduct the Advanced Payment from Supplier’s final invoice immediately following the end of the semester. Any remaining amounts not credited to the final semester invoice will be carried forward and applied to subsequent invoices until the entire Advanced Payment amount is fully credited to the University.

(1) Prices for meal plans, retail, catering, camps, conferences and concessions shall be reviewed and may be adjusted at least annually for each succeeding academic year or part thereof. Supplier shall submit a proposed pricing structure to the University by December 1<sup>st</sup> prior to the commencement of the upcoming academic year, with

the final pricing structure to be approved no later than January 31<sup>st</sup> prior to the commencement of the academic year. Adjustments made to the pricing structure shall be negotiated, taking into account population, hours of operation, other conditions, labor costs (including but not limited to benefits and insurance costs), product costs, fuel costs, federal, state and local tax structure, any change in federal, state or local law including regulatory or legislative mandates, any other levy or tax that impacts Supplier's services, and variances between operating conditions as described by University prior to execution of this Agreement and actual operating conditions during the Term, including without limitation student population, maintenance expenses and utility costs. Price adjustments made to meal plans, retail, catering, camps, conferences and concessions shall consider the CPI/Wage Adjustment (as defined below). The "CPI/Wage Adjustment" means (a) the increase over the prior year in labor cost (wages and benefits) affecting Supplier's operations at the Leased Premises ("Labor Adjustment") and (b) the percentage change over the prior year in the Consumer Price Index – Food Away From Home, South ("CPI Adjustment") as measured for the twelve month period ending October 31<sup>st</sup>, and as published by the United States Department of Labor, Bureau of Labor Statistics. This blended benchmark will be used as a material factor in determining price adjustments to meal plans, retail, catering, camps, conferences and concessions, and will apply the Labor Adjustment percentage to the portion of Supplier's operating costs related to labor, and the CPI Adjustment to the remaining portion of Supplier's operating costs. In the event the expected CPI/Wage Adjustment exceeds six percent (6%) in any given year, that minimum wage for non-salaried Chartwells' employees increases above \$14.55 in year one of the Agreement, or residential meal plan enrollment has not increased by 900 by year five of the Agreement, then University and Chartwells shall meet in the relevant year and negotiate in good faith opportunities to minimize the impact of such events, which may include, but are not limited to, changes to the meal plan program, hours of operation, overall scope of services, and/or financial terms. Notwithstanding the forgoing, the parties agree that there will be no change to meal plan pricing for academic year 2023-2024 relative to the meal plan rates in place for the academic year 2022-2023.

(2) It is further agreed that, for academic year 2023-2024, with respect to national brands, pricing will be competitive with prices available in the community outside University's campus, and price adjustments to national brands, subcontracted and non-national retail brands, and C-store products may be permitted with University approval during the academic year upon thirty (30) days' notice to the University. Beginning in academic year 2024-2025 and for all remaining years of the Term of this Agreement, price adjustments to national brands, subcontracted brands and C-store products will be permitted during the academic year upon thirty (30) days' notice to the University and price adjustments to non-national retail brands will be permitted annually upon mutual approval of the Parties. Supplier's financial arrangements have been developed based on the assumption that a CPI/Wage Adjustment shall be made as set forth above.

(3) Notwithstanding the forgoing, in the event of Force Majeure, the parties may likewise change pricing to address such circumstances at other times of year as needed to promptly address those events.

#### **C. Unused Meal Plan Dollars**

Any student meal plan dollars and flex dollars left over at the end of the fall semester will roll forward to the spring semester and any unused meal plan declining balance dollars remaining at the end of the spring semester will not be credited to the student, but will be credited to the Supplier.

#### **D. Unrestricted Signing Bonus**

Supplier will provide LSUE with a one-time unrestricted signing bonus in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) ("Signing Bonus") which shall be disbursed upon execution of the Agreement. The Signing Bonus will be amortized on a straight line basis from July 1, 2023 through June 30, 2033. The University will hold title to all items procured using the Signing Bonus. If the Agreement expires or is terminated for any reason prior to the full amortization of the Signing Bonus, the University is liable for and promises to pay to Supplier the unamortized portion of the Signing Bonus within thirty (30) days upon expiration or termination.

#### **E. Capital Contributions**

Supplier will provide a new investment in the University dining service program to fund capital improvements to the University premises to facilitate the dining service program as described in Table 2 below in the aggregate amount of Seven Hundred Nineteen Thousand Eighty-Nine Dollars (\$719,089.00) (the “Capital Investment”).

The Capital Investment will be amortized on a straight line basis during the periods as set forth in the table below. The University shall hold title to items procured using the Capital Investment. If the Agreement expires or is terminated for any reason prior to the full amortization of the Capital Investment, the University is liable for and promises to pay Supplier the unamortized portion of the Capital Investment within thirty (30) days upon expiration or termination.

**Table 2: Capital Investments**

BUILDING NAME	RFP PROPOSED CONCEPT	DETAILS	FINAL CONCEPT	Estimated CAPEX	Amortization Start	Amortization End	Design Start	GO LIVE
LSU Eunice		Coffee Concept	Pizza Forno or similar ATM/Coffee	\$ 100,000	9/1/2023	8/31/2033	3/6/2023	2023 Fall
LSU Eunice	Food Hall	Refresh server finishes including, counter tops, sneeze guards, Lighting, Signage and Graphics.	Refresh and add Mrs. Winners Concept	\$ 619,089	9/1/2024	8/31/2034	10/1/2023	2024 Spring
TOTAL				\$ 719,089				

In the event the University requests that Supplier utilize Capital Investment funds for purposes other than those described in Supplier’s proposal, or chooses to implement improvements on a schedule that differs from the schedule described herein (collectively, “Campus Elections”), it is acknowledged that adherence to such Campus Elections may impact revenues, expenses, and/or operating efficiencies, and thus may impact the pro forma. In such event, Supplier and University shall mutually agree upon the potential effect of such Campus Elections on Supplier’s ability to achieve its pro forma and the Parties will mutually agree to modify the financial arrangements between them in consideration thereof.

The Parties hereby agree that the construction and refresh projects utilizing the Capital Investments outlined in this Section shall be managed by the Supplier through a formal procurement process. The Parties will work together in good faith to ensure the allocated Capital Investment funds are used in a way that directly benefits the University’s dining services program.

**F. Support and In-Kind Contributions**

Each year the Agreement remains in effect and provided that a notice of termination has not been provided by either Party, and further provided that the University is not in breach of its obligations, Supplier shall provide, at no cost to the University, in-kind contributions and support each academic year during the Term as detailed in Table 3 below.

**Table 3: In-Kind Contributions**

**LSU – Eunice**

<u>Description</u>	<u>Amount (per year)</u>	<u>Cash/Retail Value</u>
Catering Fund	\$15,000	Retail Value

The Catering Funds will not accrue evenly each month but will be made available August 1 of each contract year and available for usage at the University’s discretion through the end of that contract year; provided, however, any funds not utilized by the end of that contract year will not carry over to the following year and will be forfeited. All cash donations shall accrue evenly each month throughout the year and be paid out annually in August. An annual reconciliation of the In-Kind Funds will be performed no later than the 15th of May in each contract year.

**G. Innovation Fund**

Provided that the Agreement remains in full force and effect, neither Party having given notice of termination, and the University not being in breach of its obligations, Supplier shall fund an annual innovation fund (the “Innovation Fund”) for mutually agreed upon initiatives such as, improving student experience, operations, diversification of cuisine, and social responsibility, in the amounts stated in Table 4 below.

**Table 4 – Innovation Fund**

	<b>LSU-Eunice</b>
Year 1	\$35,000
Year 2	\$35,000
Year 3	\$35,000
Year 4	\$35,000
Year 5	\$35,000
Year 6	\$35,000
Year 7	\$35,000
Year 8	\$35,000
Year 9	\$35,000
Year 10	\$35,000
<b>TOTAL</b>	<b>\$350,000</b>

All expenditures from the Innovation Fund shall be mutually agreed upon by the Parties. Client shall hold title to all purchased made from the Innovation Fund. Annual contributions not used by the end of each year will roll over to the next year. An annual reconciliation of the Innovation Fund will be performed no later than the 15th of August each year, initiated and submitted for review by Supplier, after Innovation Fund is commenced. These funds may be reallocated to other food service program needs by mutual consent to avoid a material surplus being accrued every year from which neither party benefits. In the event Innovation Fund is exhausted during any year, Supplier shall have no further obligation to fund the Innovation Fund during that year. In the event of expiration or termination of this Agreement, the University will retain any accrued and unspent amount, and Supplier shall have no further obligation with respect to the Innovation Fund as of the expiration or termination date.

**H. Equipment Fund**

Each year the Agreement remains in effect and provided that a notice of termination has not been provided by either Party, and further provided that the University is not in breach of its obligations, Supplier shall fund an annual equipment fund (the “Equipment Fund”) for the costs to purchase, maintain, repair and replace equipment in the amounts stated in Table 5.

**Table 5 – Equipment Fund**

	<b>LSU-Eunice</b>
Year 1	\$10,000
Year 2	\$10,000
Year 3	\$10,000
Year 4	\$10,000
Year 5	\$10,000

Year 6	\$10,000
Year 7	\$10,000
Year 8	\$10,000
Year 9	\$10,000
Year 10	\$10,000
<b>TOTAL</b>	<b>\$100,000</b>

Expenditures from the Equipment Fund will be mutually agreed upon by the Parties. At the end of each year, any unused sums in the Equipment Fund will be retained in the Equipment Fund until used. These funds may be reallocated to other food service program needs by mutual consent to avoid a material surplus being accrued every year from which neither party benefits. An annual reconciliation of the Equipment Fund no later than the 15<sup>th</sup> of August each year, initiated and submitted for review by Supplier. At the expiration or termination of this Agreement, the University shall receive any unused balances in the Equipment Fund and Supplier shall have no further obligation with respect to the Equipment Fund as of the expiration or termination date. All equipment purchased with these funds will become the inventory property of the University upon installation. The University shall be responsible for all repair and maintenance costs in excess of the Equipment Fund.

**I. Rental Payments**

Each year the Agreement remains in effect, Supplier agrees to pay the University an annual rental payment for the use of the Leased Premise in an amount stated in Table 6 ("Rental Payment"). The Rental Payment shall be made in 12 equal monthly installments and payable by the 1<sup>st</sup> day of each month.

**Table 6 – Rental Payment**

	<b>LSU-Eunice</b>
Year 1	\$60,000
Year 2	\$60,000
Year 3	\$60,000
Year 4	\$60,000
Year 5	\$60,000
Year 6	\$60,000
Year 7	\$60,000
Year 8	\$60,000
Year 9	\$60,000
Year 10	\$60,000
<b>TOTAL</b>	<b>\$600,000</b>

**J. VA Share**

Pursuant to Section 3.5 of the Agreement, LSUE shall earn a volume allowance credit in the amount equal to 3% of all product purchased through Supplier’s broadband distributor for the performance of Supplier’s services at LSUE, which is estimated to be as reflected in Table 7 below.

**Table 7 – VA Share**

	<b>LSU-Eunice</b>
Year 1	\$14,020



Year 2	\$14,721
Year 3	\$15,457
Year 4	\$16,230
Year 5	\$17,042
Year 6	\$17,894
Year 7	\$18,788
Year 8	\$19,728
Year 9	\$20,714
Year 10	\$21,750
<b>TOTAL</b>	<b>\$176,345</b>

**K. Food Service Commissions**

(1) Supplier shall pay the University a monthly commission based on Gross Sales at LSU Eunice at a rate equal to 12.308% of Gross Sales. Supplier shall provide the breakdown of Gross Sales calculations as part of its monthly and annual financial reporting to the University, with detail as available and provided by Supplier’s financial reporting system. “Gross Sales” shall mean all moneys received for sales or services rendered at or from the Leased Premises, excluding: (1) receipts from sales of meals to employees of Supplier; (2) any service charge made, collected and turned over to employees; (3) the proceeds of the sale of any fixtures or equipment; (4) proceeds from the sale or liquidation of any inventory which is not sold at retail; (5) any commission or processing fee paid in connection with sales by credit or bank cards; and (6) sales, gross receipts and other taxes collected by Supplier or any other vendor as required by governmental authorities.

(2) With respect to Gross Sales made by subcontractors, Gross Sales shall include only the portion of subcontracted Gross Sales retained by Supplier and shall not include the portion of subcontracted Gross Sales paid to or retained by the subcontractor.

(3) Supplier guarantees payment to the University on an annual basis a total minimum commission equal to the amounts in the table below (“Food Service Guaranteed Commission”). Supplier shall pay to the University a monthly commission of 12.308% based on actual Gross Sales. At the end of each fiscal year, Supplier shall conduct a reconciliation of the Food Service Guaranteed Commission against commissions earned and paid, and to the extent the commissions earned and paid are less than the Food Service Guaranteed Commission, Supplier shall pay the difference within forty-five (45) days of the end of each fiscal year.

<b>Food Service Guaranteed Commission</b>	
	LSUE
FY24	\$ 130,296
FY25	\$ 133,952
FY26	\$ 141,308
FY27	\$ 149,677
FY28	\$ 157,445
FY29	\$ 165,763
FY30	\$ 174,496
FY31	\$ 183,663
FY32	\$ 193,101

FY33	\$	203,005
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(4) For Supplier’s accounting purposes, the Food Service Guaranteed Commission will be accrued each month in accordance with the following table. If the Agreement expires or is terminated early, the Food Service Guaranteed Commission due to the University shall be pro-rated through the date of expiration or termination based on the monthly allocation outlined in the table below. To the extent the disbursed Food Service Guaranteed Commission is less than the Food Service Guaranteed Commission allocated in the table below, Supplier shall pay the University an amount equal to the difference. To the extent the disbursed Food Service Guaranteed Commission is more than the Food Service Guaranteed Commission allocated in the table below, the University shall refund to Supplier an amount equal to the difference. The table below will apply based on projected Gross Sales.

Month	% of Gross Sales/month
July	2.86%
August	4.65%
September	8.26%
October	13.02%
November	11.58%
December	5.33%
January	10.01%
February	10.75%
March	10.86%
April	12.01%
May	7.65%
June	3.02%

**L. Catering**

Financial arrangements shall be negotiated by the Parties on an event-by-event basis. Supplier shall invoice the University for the catering services and the University shall pay said invoice within thirty (30) days of receipt.

**M. Payroll - T & B Rates**

Supplier shall include a flat charge of 39.47% percent of gross payroll to cover payroll taxes and employee benefit costs. Such flat charge includes the cost of such items as medical plans, payroll and benefits administration, life insurance, FICA, FUI, SUI, Workers’ Compensation insurance, state disability insurance, 401(k) and payroll and benefit plan preparation and processing, and costs imposed due changes in any federal, state or local law including regulatory or legislative mandates, and legal costs. This rate may change as benefit, tax and other associated costs change.

**Attachment 2**

Financial Terms Vending and Unattended Vending

**A. Vending Commissions.**

With respect to vending services, Supplier shall pay to the University an annual base commission (“Vending Annual Base Commission”) as listed by contract year below. The Vending Annual Base Commission shall be paid by Supplier to University via ACH due in twelve equal monthly installments during each contract year beginning on July 1, 2023 and on the first day of each month thereafter in the amount of One Twelfth (1/12) of the Vending Annual Base Commission listed below for that contract year.

In the event this Agreement is terminated by either Party, the University shall refund the pro-rated amount for the month during which termination occurs and Supplier shall owe no further payments of the Vending Annual Base Commissions to the University.

**Table 9 – Vending Annual Base Commissions**

	<b>LSU A&amp;M</b>	<b>LSU-Alexandria</b>	<b>LSU-Eunice</b>
Year 1	\$195,000	\$4,000	\$1,500
Year 2	\$195,000	\$4,000	\$1,500
Year 3	\$195,000	\$4,000	\$1,500
Year 4	\$195,000	\$4,000	\$1,500
Year 5	\$195,000	\$4,000	\$1,500
Year 6	\$195,000	\$4,000	\$1,500
Year 7	\$205,000	\$4,000	\$1,500
Year 8	\$205,000	\$4,000	\$1,500
Year 9	\$205,000	\$4,000	\$1,500
Year 10	\$215,000	\$4,000	\$1,500
<b>TOTAL</b>	<b>\$2,000,000</b>	<b>\$32,000</b>	<b>\$15,000</b>

**B. Annual Percentage Commission.**

In each year of this Agreement in which the Vending Annual Percentage Commission (noted below) is larger than the Vending Annual Base Commission, the difference between the Vending Annual Base Commission and Vending Annual Percentage Commission shall be paid by Supplier to the University no later than forty-five (45) days after June 30 of each such year of this Agreement. Vending Annual Percentage Commissions are as follows:

- 22.5% of Gross Sales on all vending products, excluding general merchandise (all products sold through fresh food machines) and excluding products sold through PICO or micro markets.
- 10% of Gross sales on all vending general merchandise products and all products purchased through PICO or micro markets

By the fifteenth (15) day of the following month, Supplier shall send a report detailing sales of Supplier’s vending products during the applicable month, as well as refunds made, by location and machine number. Each report shall include beginning and ending counter readings as reconciled to route inventory control reports. Route inventory control reports shall be kept for each machine indicating date, product description, sale price and quantity loaded into machine and is made available to the University on a schedule determined by the University. Product inventory and sales shall be recorded by machine at the time of each service occurrence.

Should either party fail to pay a commission or remittance when due, the unpaid sum shall bear interest at the rate

of 10% per annum from the date until paid.

C. **Scholarship Program:** Commencing on July 1, 2023 and every year thereafter during the term of this Agreement, in addition to any other amounts owed to the University, Supplier shall pay to the University an amount equal to Seven Thousand Five Hundred Dollars (\$7,500), which amount shall be used by the University to establish a student scholarship fund in such manner as it sees fit.

D. Operational Terms

1. In the event that a piece of vending equipment is not generating an appropriate sales volume, Supplier may, in its sole discretion: (i) remove such equipment; or (ii) implement a subsidy arrangement upon mutual agreement. If such equipment is unattended vending equipment, then in addition to (i) and (ii) above, Supplier may convert the unattended vending Equipment to vending Equipment.
2. In the event Supplier is experiencing excessive theft or spoilage of its products during a calendar month or net sales from any unattended vending service equipment is less than \$75 per week, University and Supplier shall work together to develop a plan to correct the issue. If after 60 calendar days, the issue is not resolved, Supplier will have the sole ability to revert the equipment to vending equipment.
3. Costs of providing cashless payment options (e.g. credit and debit card readers) including, but not limited to wireless communications charges, bank or credit card fees, etc. shall be deducted from commissions earned. In the event that there is a disruption in utilities that impacts vending or unattended vending services, University will notify Supplier when University becomes aware of the disruption.
4. University will not operate, remove, or tamper with the Supplier's vending and unattended vending equipment unless necessary in connection with the Services.
5. University is responsible for any damage to, or theft of, the Supplier's vending and unattended vending equipment caused by the willful misconduct or negligent acts or omissions of University, its agents, or employees.
6. Two-tier pricing for credit card purchases is not acceptable.
7. University shall be responsible for insect and pest control in all vending service rooms and areas. Supplier shall maintain insect and pest control for products and machines. Supplier must provide a quarterly pest control report.
8. Supplier must respond to service requests within three (3) hours between the hours of 7:00am-7:00pm, Monday through Friday and at other high-volume times deemed necessary by the University. Vending Equipment which cannot be returned to full service within seventy-two (72) hours of notification of needed repair shall be replaced with comparable Vending Equipment of like quality until the original vending Equipment is returned to service. The Supplier must provide the University a local telephone number for required services. The Supplier must be alert to specific Equipment which requires product inventory stocking more frequently than once per day to maintain adequate product variety and inventory to provide satisfactory service twenty-four (24) hours per day.

**Attachment 3**  
Responsibility Matrix

	<u>CHARTWELLS</u>	<u>CLIENT</u>
<b>SECTION 1. FOOD</b>		
Food Purchasing	X	
Processing of Invoices	X	
Payment of Invoices	X	
<b>SECTION 2. NON-MANAGEMENT LABOR</b>		
Payment of regular full-time salaries	X	
Payment of student (part-time) salaries	X	
(if through University Work Study Program)	X	
Payment of sick leave pay earned after Chartwells starts services	X	
Payment of holiday pay	X	
Payroll taxes	X	
Fringe benefits and insurance	X	
Preparation of payroll	X	
Processing of payroll	X	
Training and development cost	X	
<b>SECTION 3. MANAGEMENT</b>		
Salaries	X	
Taxes, fringe benefits and insurance	X	
District and regional management costs	X	
Management relocation	X	
<b>SECTION 4. ADDITIONAL ITEMS</b>		
Telephone local	X	
Telephone long distance	X	
Removal of trash and garbage from kitchen	X	
Payment for the removal of trash and garbage from Premises	X	
Depreciation of equipment and investment	X	
Replacement of china, glass, flatware	X	
Initial inventory of dishes, silverware, and other foodservice equipment	X	
Replacements of expendable equipment (pots, pans, etc.)	X	
Repair to infrastructure (vents to outside, gas line)		X
Cost of repairing equipment	X	X
Fire insurance		X
Products and public liability insurance	X	
Gas and electric utilities metered to foodservice	X	

**CHARTWELLS**

**CLIENT**

**SECTION 5. SUPPLIES**

Detergent	X	
Paper supplies	X	
Postage	X	
Taxes/licenses	X	
Pest control	X	X
Laundry	X	
Uniforms	X	
Menu paper	X	

**SECTION 6. SALES AND USE TAX**

Sales & Use Tax on cash sales and purchases from Service vendor	X	
Sales & Use Tax on Board Plan and declining balance		

**SECTION 7. CLEANING**

Equipment and hoods within arms reach	X	
Vent from hoods to outside		X
Floors in food storage and food preparation areas	X	
Floors in dining areas		X
Walls up to 6 feet	X	
Walls above 6 feet		X
Ceilings and fans		X
Light Fixtures		X
Tables and Chairs	X	
Locker Rooms (foodservice associates)	X	
Public Restrooms		X

**SECTION 8. SERVICES**

Bussing of dishes from tables in cafeteria, i.e., Self-bussing	X	
Banking receipts	X	

**Attachment 4**  
Key Performance Indicators

The LSU Dining program must act as a true strategic and operational partner in ensuring that the Dining Services Program fully aligns with the University's needs, culture and standards of excellence. University will measure Supplier's performance through use of Key Performance Indicators outlined below. The parties may modify KPI's and scoring weightings by mutual agreement on an annual basis, by March 1 date.

**Key Performance Indicators**

**Food Service and Student Engagement**

1. Report participation rate monthly. Improvement in participation rate year over year.
  - KPI: Actual participation rate defined as total number of meals swipes used compared to total number of available meal swipes.
  - Risk payment based on improved participation rate Year Over Year (YOY).
  - \$15,000
2. University will Provide, monitor, and report secret shopper program and share reports quarterly monthly.
  - KPI: Comparison of and improvement of satisfaction scores across all areas of measurement from previous month and same month of previous year.
  - Risk payment based on YOY improvements.
  - \$10,000 starting in Year 2
3. Provide satisfaction surveys each semester for all residential dining units, selected retail units, and catering through Qualtrics (or similar data tool used by LSU) survey developed by LSU. Improvement in annual satisfaction surveys year over year. Data to be verified by LSU.
  - KPI: Verification that surveys are completed. Measured improvement of scores from previous semester in all areas of the survey.
  - Risk payment based on submittal of surveys, and YOY improvement for each semester and area.
  - \$50,000 starting in Year 2
4. Increase number of Voluntary Meal Plans sold (net of refunds) year over year, by comparable semester.
  - KPI: Report total number of voluntary meal plans sold at the census date (e.g., 14<sup>th</sup> day of class) net of any refund each semester. Seek YOY improvement in total meal plans sold.
  - Risk payment based on YOY growth for each semester.
  - \$50,000 starting in Year 2
5. Special events and student engagement
  - KPI: Hold 4 campus-wide and 2 monthly special events in residential dining
  - Risk payment tied to successful completion and robust attendance of all events.
  - \$10,000
6. Student internship opportunities
  - KPI: Employ at least 8 student interns each academic year in agreed upon areas of employment.
  - Risk payment based on submittal of list of at least 8 student interns at the end of each academic year.
  - \$10,000

**Operations**

7. Residential unit plate cost, monthly. Must be \$4.00 in year one with annual increases equal to at least half of the CPI-Food Away From Home increase.
  - KPI: Receive monthly plate cost report. Compare to agreed upon budgeted plate cost for the current year.
  - Risk payment based on verification of minimal plate cost agreed to for that year.

- \$10,000
8. Customer service wait times
    - KPI: Add tracking technology at all retail locations (similar to Panera) and measure time from ordering to delivery of food.
    - Risk payment based upon year over year improvement.
    - \$75,000 starting in Year 2
  9. Sustainability
    - KPI: Submit annual waste reduction report with plan for improvement
    - Risk payment based on submittal of annual report.
    - \$10,000
  10. Staff retention
    - KPI: Full-Time Staff must be 85% staffed monthly. LSU and Chartwells to agree to the staffing level in advance of each fiscal year.
    - Risk payment tied to successful achievement of annual staffing rate in Athletics and Residential Dining.
    - \$20,000 (\$10,000 campus, \$10,000 Athletics)

#### **Athletics Dining**

11. Food Waste
  - KPI: Weekly waste recording to include kitchen waste, post-consumer waste, overproduction, and expired inventory. All food waste averaged during the year shall not exceed the following:
    - Kitchen production waste not above 7.5% of total food spend (regardless of composting or landfill).
    - Overproduction waste not above 10% in resident dining locations
  - Risk payment tied to actual kitchen production waste and overproduction waste being less than threshold defined above.
  - \$10,000

#### **HUB and Local Sourcing/Partnerships**

12. Meeting HUB spend goals.
  - KPI: HUB purchasing should account for 35% of the purchasing on campus by Year 2. In subsequent years, 35% will be maintained, at a minimum.
  - Risk payment tied to meeting annual goal.
  - \$25,000 starting in Year 2
13. Utilization of HUB subcontractors/partners.
  - KPI: Revenue with HUB, Diverse, Hudson & Veteran subcontractors should account for 15% of overall revenue by Year 2. In subsequent years, 15% will be maintained, at a minimum.
  - Risk payment tied to meeting annual goal.
  - \$25,000 starting in Year 2

#### **LSUE**

1. Provide satisfaction surveys each semester for all residential dining units, selected retail units, and catering. Compare to company run peer institutions. Improvement in annual satisfaction surveys year over year.
  - KPI: Verification that surveys are completed. Measured improvement of scores from previous semester in all areas of the survey.
  - Risk payment based on submittal of surveys, and YOY improvement for each semester and area.
  - \$5,000 starting in Year 2
2. Report participation rate monthly. Improvement in participation rate year over year.



- KPI: Actual participation rate defined as total number of meals swipes used per month as compared to total number of available meal swipes per month. Improvement of participation percentage from same month in the previous year.
  - Risk payment based on improved participation rate Year Over Year (YOY).
  - \$5,000
3. Quarterly reporting of all catering events for prior quarter (event description, event time/date, time event was setup, cost per person, total cost). Ensure that all events are properly staffed with timely setup and adequate portions to meet catering request.
- KPI: Quarterly report submissions to ensure quality of service provided for catered events.
  - Risk payment based on event having met requested criteria and timeliness of setup.
  - Starting Year 1: \$1,000 per event that does not meet requested criteria. \$5,000 annual maximum.

### **LSUA**

1. Provide input and approval of campus-wide dining survey administered by LSUA each semester for all dining units plus catering. Goal is to maintain or improve in all areas surveyed year over year.
- KPI: Measured improvement of scores from previous year in all areas of the survey. Overall survey average to be used as comparison for KPI.
  - Risk payment based on submittal of surveys and survey scores.
  - \$7,500 starting in Year 2
2. Monthly reporting of all catering events for prior month (event description, event time/date, time event was setup, cost per person, total cost). Ensure that all events are properly staffed with timely setup and adequate portions to meet catering request.
- KPI: Monthly report submissions to ensure quality of service provided for catered events.
  - Risk payment based on event having met requested criteria and timeliness of setup.
  - Starting Year 1: \$1,500 per event that does not meet requested criteria. \$7,500 annual maximum.

### **Year 1 Objectives**

Ensuring a successful transition to the new contract is critically important, but because of the nature of some of the KPI's listed above, they will only be measured in Year 1 to create a baseline for future performance. In recognition of these factors, Parties agree that the risk/reward payments associated with KPI's that begin in Year 2 shall be allocated to the following objectives in Year 1 only.

1. Biometrics in Athletics Dining
  - KPI: Implement biometrics in Athletics Dining by start of the Fall 2023 semester to enhance the student-athlete dining experience. Implementation must comport with university-wide plan set by ITS.
  - Risk payment tied to successful implementation by deadline.
  - \$25,000 (Year 1 only)
2. Mobile ordering
  - KPI: Implement mobile ordering system by start of the Fall 2023 semester.
  - Risk payment tied to successful implementation by deadline.
  - \$25,000 (Year 1 only)
3. Food Lockers
  - KPI: Implement food lockers by start of the Fall 2023 semester.
  - Risk payment tied to successful implementation by deadline.
  - \$25,000 (Year 1 only)
4. Kiosk ordering
  - KPI: Implement kiosk ordering in the Student Union by start of the Fall 2023 semester.
  - Risk payment tied to successful implementation by deadline.
  - \$25,000 (Year 1 only)

5. Student-operated coffee shop concept
  - KPI: Implement student-operated coffee shop concept in BEC by start of Fall 2023 semester.
  - Risk payment tied to successful implementation by deadline.
  - \$25,000 (Year 1 only)
6. ADA compliance
  - KPI: All vending equipment shall be ADA-compliant by the start of the Fall 2023 semester.
  - Risk payment tied to successful implementation by deadline.
  - \$25,000 (Year 1 only)
7. Add generators to all residential dining halls in order to continue operations in case there is a loss of power on campus.
  - KPI: Install generator for the 459 Commons by start of the Fall 2023 semester. (Expectation is to install generators at The 5 and Faculty Club by Fall 2024.)
  - Risk payment tied to successful implementation by deadline.
  - \$25,000 (Year 1 only)
8. Reusable take out containers
  - KPI: Implement campus-wide reusable take out containers by Spring 2024
  - Risk payment tied to successful implementation by start of Spring 2024 semester
  - \$25,000

**Attachment 5**  
LSU Management Team

VPO, Executive Chef  
Executive Chef Athletics  
Senior Director of Operations  
Resident Dining Director  
Retail Director  
Marketing Director  
Catering Director  
Business Manager/Financial  
Registered Dietitian (or equivalent position titles)

**Attachment 6**  
**Leased Premises**

1. **RESIDENT DINING 1**
  - a. The 5 Dining Hall
  - b. Take 5
  - c. Sunset Diner
  - d. Papa John's
  - e. Outtakes
  - f. Popeyes
  
2. **RESIDENT DINING 2**
  - a. 459 Commons Dining Hall
  - b. Market
  - c. Sunset Diner
  - d. Papa John's
  
3. **LIBRARY**
  - a. CC's Coffee House
  - b. Thee Heavenly Donut
  - c. Outtakes
  
4. **STUDENT UNION**
  - a. CC's Coffee House
  - b. Thee Heavenly Donut
  - c. Zippy's Express
  - d. Red Stick Subs and Salads
  - e. Student Choice/Geaux Halal
  - f. Smoothie King
  - g. Panda Express
  - h. Chick-fil-A
  - i. Hissho Sushi
  - j. On-the-Geaux
  - k. Einstein Bros. Bagels
  - l. Sonic
  
5. **CLUB AT UNION SQUARE**
  - a. Fine Dining
  
6. **LAW SCHOOL**
  - a. CC's Coffee House
  - b. Thee Heavenly Donut
  - c. Outtakes
  
7. **REC CENTER**
  - a. Smoothie King
  
8. **FOSTER HALL**
  - a. T-Beaux's Creole Café

9. **PATRICK F. TAYLOR**
  - a. Panera Bread
  
10. **BUSINESS ED COMPLEX**
  - a. CC's Coffee House
  - b. Thee Heavenly Donut
  - c. Outtakes
  
11. **VET SCHOOL**
  - a. 3 Little Pigs Café & Eaterie
  
12. **DESIGN BUILDING**
  - a. City Pork
  - b. Thee Heavenly Donut



# MANAGEMENT OF LSU DINING SERVICES

April 21, 2023



# LSU | SFO Timeline



# LSU | Contract Highlights

- Significant Capital Investments over 10 Years at LSU A&M, LSUA, and LSUE
- New Locations
- New Technologies to Enhance Options and Dining Experience
- Student Engagement & Employment
- Commitments to Utilizing HUB Partnerships
- Key Performance Indicators (KPIs) with Risk Payments
- Athletics Dining Enhancements
- **Meal Exchanges**
- **Flat Pricing for AY2023-24**



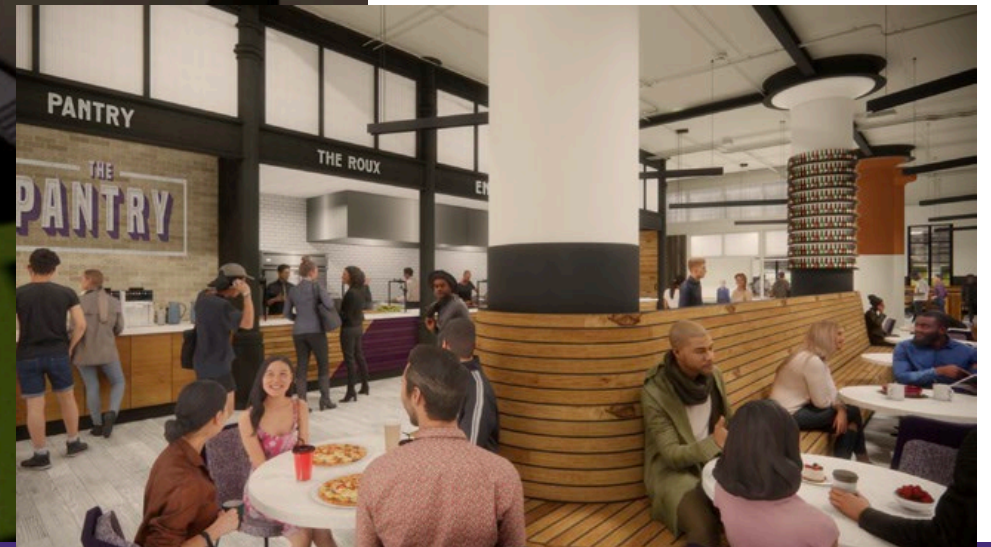
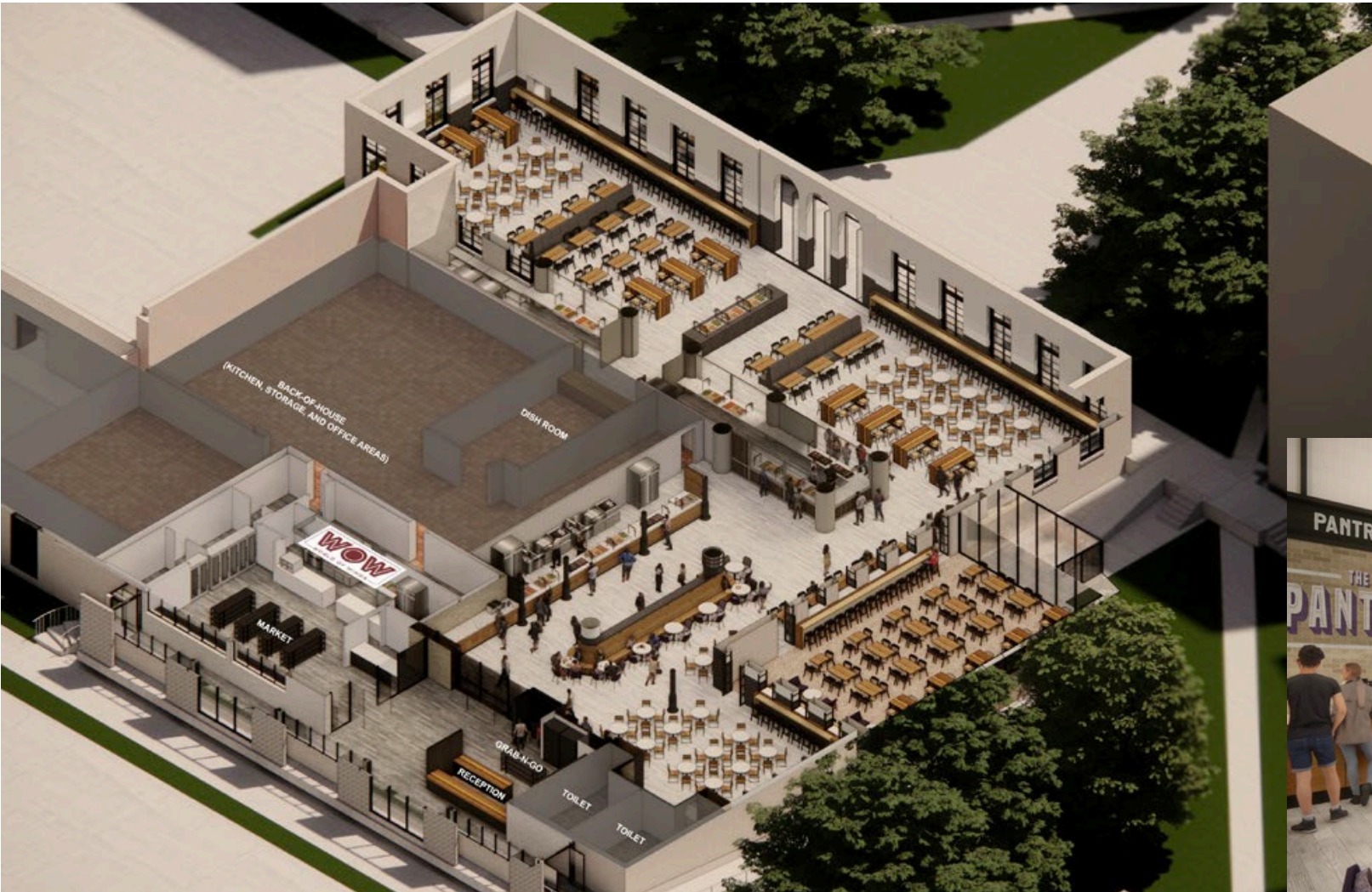
# LSU | Meal Exchanges

New for AY 23-24, LSU and Chartwells will introduce meal exchanges to LSU Dining plans. The meal exchange provides more convenience, variety and choice for students on campus.

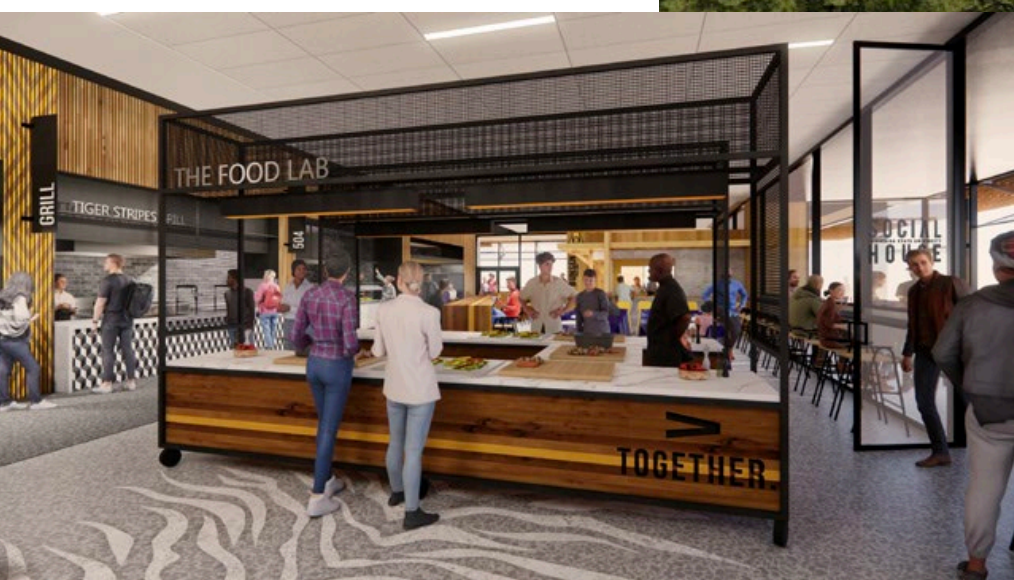
**\$8.50** = value of meal exchange      **1** swipe per day

Locations included: Red Stick Subs & Salad, Bowl Life/ Geaux Halal, Sonic, Einstein's, Zippy's, Student Union meal of the day.

# LSU | 459 Renovations



# LSU | The 5 Renovations



# LSU | Head House (New Location in Greenhouse District)



# LSU | LOCAL LOUISIANA PARTNERS

Chartwells is prioritizing bringing the taste of Louisiana through suppliers and partners.

Local suppliers include Capitol City Produce, New Orleans Fish House, Baton Rouge Shrimp Company, Coastal Plains Meat Company and more.



BALLARD BRANDS



# LSU | New Concepts with an Iconic Brand

Bringing the iconic Dookie Chase brand to LSU through a new partnership showcasing Louisiana cuisine.





# **QUESTIONS**



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## Board of Supervisors

### Request to Authorize the University to Execute Sponsorship/Beverage Agreement with Coca Cola

Date: April 21, 2023

#### 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

LSU seeks to award a renewal of its existing sponsorship beverage agreement with Coca Cola. The contract term will be from July 1, 2022 through June 30, 2032. For LSU A&M, the agreement includes approximately \$10M in commissions and payments directly to LSU plus a \$1.25M annual payment to LSU Sports Properties for the exclusive sponsorship of LSU Athletics.

In exchange for the commission and sponsorship payments, Coca Cola would have exclusive beverage rights to the LSU campus and be an exclusive beverage sponsor of LSU athletics.

#### 3. Review of Business Plan

The details of the financial proposal for payments to LSU A&M, LSUS, LSUA and LSUE are in the attached spreadsheet.

#### 4. Fiscal Impact

This is a revenue generating contract as there will be no costs to LSU.

#### 5. Description of Competitive Process

N/A

#### 6. Review of Legal Documents

LSU Procurement Services and the Office of General Counsel have reviewed the contract.

#### 7. Parties of Interest



LSU, LSUE, LSUA, selected vendor

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

None known.

**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 authorize the President, or his designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute the attached agreement for sponsorship/beverage rights.

# LSU Baton Rouge Financial Offer – 10 Year Term

LSU 10 Year Term Proposal - July 1, 2022 - June 30, 2032													
Coca-Cola Proposal Broken Out	Coke Prior Avg Annual	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total	Avg Ann
Playfly	\$ 976,130	\$ 1,225,000	\$ 1,225,000	\$ 1,225,000	\$ 1,225,000	\$ 1,225,000	\$ 1,225,000	\$ 1,225,000	\$ 1,225,000	\$ 1,225,000	\$ 1,225,000	\$ 12,250,000	\$ 1,225,000
													25%
Upfront Payment		\$ 300,000										\$ 300,000	\$ 30,000
Campus Sponsorship	\$ 153,750	\$ 300,000	\$ 303,600	\$ 307,243	\$ 310,930	\$ 314,661	\$ 318,437	\$ 322,258	\$ 326,126	\$ 330,039	\$ 334,000	\$ 3,167,294	\$ 316,729
DEI Programming*	\$ 100,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 1,500,000	\$ 150,000
Commissions (Est Annual)	\$ 250,000	\$ 319,363	\$ 319,363	\$ 319,363	\$ 330,407	\$ 330,407	\$ 330,407	\$ 330,407	\$ 336,048	\$ 336,048	\$ 336,048	\$ 3,287,861	\$ 328,786
Marketing Activation-Campus	\$ 15,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 200,000	\$ 20,000
Co-Branding Campus (Year 1)		\$ -			\$ -							\$ -	\$ -
Campus Product Donation	\$ 25,000	\$ 45,000	\$ 45,600	\$ 46,100	\$ 46,700	\$ 47,200	\$ 47,800	\$ 48,400	\$ 48,900	\$ 49,500	\$ 50,100	\$ 475,300	\$ 47,530
Campus Ambassador (1)**	\$ 6,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 100,000	\$ 10,000
Student Development Programs**		\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 200,000	\$ 20,000
Hug Me Vendor / Sampling Activation**		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 100,000	\$ 10,000
Equipment Upgrades vending/ftn (50 /yr)**		\$ 125,000	\$ 100,000	\$ 100,000								\$ 325,000	\$ 32,500
(2) RVM's and program assistance**		\$ 125,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 215,000	\$ 21,500
<b>Total Campus</b>	<b>\$ 549,750</b>	<b>\$ 1,424,363</b>	<b>\$ 988,563</b>	<b>\$ 992,706</b>	<b>\$ 908,037</b>	<b>\$ 912,268</b>	<b>\$ 916,644</b>	<b>\$ 921,065</b>	<b>\$ 931,074</b>	<b>\$ 935,587</b>	<b>\$ 940,148</b>	<b>\$ 9,870,455</b>	<b>\$ 987,046</b>
													80%
Nutritional Supplements		\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 235,000	\$ 23,500
Sports Nutrition (2) Fellowships		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 1,000,000	\$ 100,000
Performance Facility Upgrades		\$ 300,000										\$ 300,000	\$ 30,000
Marketing Activation-Athletics	\$ 15,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 200,000	\$ 20,000
Concession upgrades (Year 1)		\$ 30,000										\$ 30,000	\$ 3,000
Athletic Product Donation	\$ 113,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 182,000	\$ 182,000	\$ 182,000	\$ 193,000	\$ 193,000	\$ 193,000	\$ 193,000	\$ 1,843,000	\$ 184,300
Powerade Sideline Equipment	\$ 30,000	\$ 130,000	\$ 100,000	\$ 45,000	\$ 47,000	\$ 47,000	\$ 47,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 616,000	\$ 61,600
Summer Camps Support		\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 400,000	\$ 40,000
Innovation Program Fees (New Innovation)		\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 200,000	\$ 20,000
Powerade Trainer Program**		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 500,000	\$ 50,000
Drop shipment-prod for FB road games (3/year)		\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 75,000	\$ 7,500
<b>Total Athletics</b>	<b>\$ 158,000</b>	<b>\$ 872,500</b>	<b>\$ 512,500</b>	<b>\$ 457,500</b>	<b>\$ 491,500</b>	<b>\$ 491,500</b>	<b>\$ 491,500</b>	<b>\$ 520,500</b>	<b>\$ 520,500</b>	<b>\$ 520,500</b>	<b>\$ 520,500</b>	<b>\$ 5,399,000</b>	<b>\$ 539,900</b>
													242%
<b>Total LSU Campus - Baton Rouge</b>	<b>\$ 1,683,880</b>	<b>\$ 3,521,863</b>	<b>\$ 2,726,063</b>	<b>\$ 2,675,206</b>	<b>\$ 2,624,537</b>	<b>\$ 2,628,768</b>	<b>\$ 2,633,144</b>	<b>\$ 2,666,565</b>	<b>\$ 2,676,574</b>	<b>\$ 2,681,087</b>	<b>\$ 2,685,648</b>	<b>\$ 27,519,455</b>	<b>\$ 2,751,946</b>
													63%
* Includes previous Scholarship Funds													
** Value Added contribution - Non Cash													

# LSU Affiliate Schools Financial Offer – 10 Year Term

LSU 10 Year Term Proposal - July 1, 2022 - June 30, 2032													
LSU System Affiliates LSUA	Current	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total Term	AVG ANN
Upfront Sponsorship	\$ 50,000	\$ 30,000										\$ 30,000	\$ 3,000
Annual Sponsorship	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 50,000	\$ 5,000
In-kind Marketing Support	\$ 3,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 20,000	\$ 2,000
In-kind Product Support	\$ 500	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 10,000	\$ 1,000
Athletic Sideline Equipment	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 50,000	\$ 5,000
Core Power Drinks	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 10,000	\$ 1,000
Scoreboard /Misc Improvement	\$ -		\$ 20,000									\$ 20,000	\$ 2,000
Commissions	\$ -												
<b>Total Contribution</b>	<b>\$ 18,500</b>	<b>\$ 44,000</b>	<b>\$ 34,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 190,000</b>	<b>\$ 19,000</b>
													<b>3%</b>
LSU System Affiliates LSUE	Current	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total Term	AVG ANN
Upfront Sponsorship	\$ 40,000	\$ 30,000										\$ 30,000	\$ 3,000
Annual Sponsorship	\$ 6,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 50,000	\$ 5,000
In-kind Marketing Support	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 20,000	\$ 2,000
In-kind Product Support	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 10,000	\$ 1,000
Athletic Sideline Equipment	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 50,000	\$ 5,000
Core Power Drinks	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 10,000	\$ 1,000
Scoreboard /Misc Improvement	\$ -		\$ 20,000									\$ 20,000	\$ 2,000
Commissions	\$ -												
<b>Total Contribution</b>	<b>\$ 13,000</b>	<b>\$ 44,000</b>	<b>\$ 34,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 190,000</b>	<b>\$ 19,000</b>
													<b>46%</b>
LSU System Affiliates LSUS	Current	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total Term	AVG ANN
Upfront Sponsorship	\$ 55,627	\$ 30,000										\$ 30,000	\$ 3,000
Annual Sponsorship	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 50,000	\$ 5,000
In-kind Marketing Support	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 20,000	\$ 2,000
In-kind Product Support	\$ 500	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 10,000	\$ 1,000
Athletic Sideline Equipment	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 50,000	\$ 5,000
Core Power Drinks	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 10,000	\$ 1,000
Scoreboard /Misc Improvement	\$ -		\$ 20,000									\$ 20,000	\$ 2,000
Commissions	\$ -												
<b>Total Contribution</b>	<b>\$ 8,063</b>	<b>\$ 44,000</b>	<b>\$ 34,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 190,000</b>	<b>\$ 19,000</b>
													<b>136%</b>
<b>Total LSU Affiliate System</b>	<b>\$ 39,563</b>	<b>\$ 132,000</b>	<b>\$ 102,000</b>	<b>\$ 42,000</b>	<b>\$ 42,000</b>	<b>\$ 42,000</b>	<b>\$ 42,000</b>	<b>\$ 42,000</b>	<b>\$ 42,000</b>	<b>\$ 42,000</b>	<b>\$ 42,000</b>	<b>\$ 570,000</b>	<b>\$ 57,000</b>
													<b>44%</b>

**Campus-Wide Sponsorship Agreement Between  
The Coca-Cola Company  
Coca-Cola Bottling Company United - Gulf Coast,  
LLC  
And  
Louisiana State University and Agricultural and  
Mechanical College (Baton Rouge)**

This sponsorship agreement (the “Agreement”) sets forth certain exclusive rights granted to Sponsor by University. In consideration of the mutual promises contained herein, the parties agree as set forth below:

**1. PARTIES**

- (A) The Coca-Cola Company, acting by and through its Coca-Cola North America division (“Company”)
- (B) Coca-Cola Bottling Company United – Gulf Coast, LLC (“Bottler”)
- (C) Louisiana State University And Agricultural and Mechanical College (Baton Rouge) (“University”)

Company and Bottler are collectively referred to as “Sponsor.”

**2. SCOPE OF AGREEMENT**

Sponsor will be the exclusive Beverage sponsor of the University, with Campus-wide Beverage availability rights, and on and off-Campus marketing rights. Bottler will have the exclusive right to operate Full Service Beverage Vending and unattended retail on Campus.

**3. TERM**

The term of the Agreement will be for a period of ten (10) years, as follows (the “Term”):

Start Date: July 1, 2022    End Date: June 30, 2032

The Term may be extended for up to two (2) additional five (5) year periods, upon the mutual written agreement of the Parties (collectively with the Initial Term and any extensions shall be referred to as the “Term”).

#### **4. DEFINITIONS**

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the meanings set forth in **EXHIBIT A**.

#### **5. CAMPUS SPONSORSHIP FEES / COMMISSIONS / OTHER CONSIDERATION TO UNIVERSITY**

**(A)** One-Time Upfront Campus Fee - Sponsor will pay to University a one-time “Upfront Campus Fee” of \$300,000.00.

**(B)** Campus Sponsorship Fees - Sponsor will pay to University “Campus Sponsorship Fees” payable as follows:

<b>(i)</b> Agreement Year One:	\$300,000.00
<b>(ii)</b> Agreement Year Two:	\$303,600.00
<b>(iii)</b> Agreement Year Three:	\$307,243.00
<b>(iv)</b> Agreement Year Four:	\$310,930.00
<b>(v)</b> Agreement Year Five:	\$314,661.00
<b>(vi)</b> Agreement Year Six:	\$318,437.00
<b>(vii)</b> Agreement Year Seven:	\$322,258.00
<b>(viii)</b> Agreement Year Eight:	\$326,126.00
<b>(ix)</b> Agreement Year Nine:	\$330,039.00
<b>(x)</b> Agreement Year Ten:	\$334,000.00

Campus Sponsorship Fees will be paid in one (1) annual payment and are due no later than July 31 of each Agreement Year. If the Agreement is not fully executed until after the Start Date, the first payment of Campus

Sponsorship Fees for Agreement Year One and the Upfront Campus Fee will be made forty-five (45) days from Sponsor's receipt of the fully executed Agreement.

**(C)** Commissions - Bottler will pay to University commissions for Company Beverages sold through Bottler's Full Service Beverage Vending machines on Campus as described in **EXHIBIT B** attached hereto. All taxes, deposits, recycling fees, other handling fees, communication charges and credit and debit card fees, if any, shall be deducted from funds collected before calculating commissions. Commissions shall not be payable on any sales from vending machines not filled and serviced exclusively by Bottler. Commissions will be paid each month following the month in which they are earned, with an accounting of all sales and monies in a form reasonably satisfactory to the Account and shall become immediate property of Account.

**(D)** Marketing and Other Funds-

**(i)** Campus Marketing Funds - Company will budget and spend \$20,000.00 annually for mutually-agreed on-Campus marketing programs. The funds will be held in a fund managed by Company for use toward marketing programs designed to promote and increase Beverage sales on Campus. All funds made available must be spent within the Agreement Year for which they are budgeted. Unused funds shall be forfeited.

**(ii)** Athletics Marketing Activation Funds - Company will budget and spend \$20,000.00 annually for mutually-agreed Athletics initiatives. The funds will be held in a fund managed by Company for use toward Athletics marketing programs. All funds made available must be spent within the Agreement Year for which they are budgeted. Unused funds shall be forfeited.

**(iii)** Campus Product Donations - Bottler will donate Company Beverages (valued at wholesale price) (with exact product selection to be mutually agreed to by Bottler and University, but excluding all dispensed products) annually for student, faculty, and other special events, but not for resale. Company Beverages will be provided upon University's request. In the event University does not request all complimentary Company Beverages by the end of each Agreement Year, any remaining complimentary Company Beverages shall be retained by Bottler with no further obligation. The amount of such donations made each Agreement Year will be as follows:

Agreement Year One:                   \$45,000.00

Agreement Year Two:	\$45,600.00
Agreement Year Three:	\$46,100.00
Agreement Year Four:	\$46,700.00
Agreement Year Five:	\$47,200.00
Agreement Year Six:	\$47,800.00
Agreement Year Seven:	\$48,400.00
Agreement Year Eight:	\$48,900.00
Agreement Year Nine:	\$49,500.00
Agreement Year Ten:	\$50,100.00

**(iv)** Athletics Product Donations - Bottler will donate Company Beverages (valued at wholesale price) (with exact product selection to be mutually agreed to by Bottler and University) annually for University Athletics events, but not for resale. Company Beverages will be provided upon University Athletics' request. In the event University Athletics does not request all complimentary Company Beverages by the end of each Agreement Year, any remaining complimentary Company Beverages shall be retained by Bottler with no further obligation. The amount of such donations made each Agreement Year will be as follows:

Agreement Year One:	\$175,000.00
Agreement Year Two:	\$175,000.00
Agreement Year Three:	\$175,000.00
Agreement Year Four:	\$182,000.00
Agreement Year Five:	\$182,000.00
Agreement Year Six:	\$182,000.00
Agreement Year Seven:	\$193,000.00
Agreement Year Eight:	\$193,000.00

Agreement Year Nine: \$193,000.00  
Agreement Year Ten: \$193,000.00

- (v) Sports Nutrition/Supplement Fund – Sponsor will pay University Athletics as described below for University Athletics to purchase sports nutrition food products and supplements:

Agreement Year One: \$00.00  
Agreement Year Two: \$00.00  
Agreement Year Three: \$00.00  
Agreement Year Four: \$25,000.00  
Agreement Year Five: \$25,000.00  
Agreement Year Six: \$25,000.00  
Agreement Year Seven: \$40,000.00  
Agreement Year Eight: \$40,000.00  
Agreement Year Nine: \$40,000.00  
Agreement Year Ten: \$40,000.00

- (vi) POWERADE Sidelines Equipment Fund - Sponsor will budget and spend the amounts described below for materials and supplies (valued at wholesale price) with the POWERADE logo for use by University Athletics, such use to include, without limitation, use on the sidelines at University Athletics events. Such equipment and product may include, but is not limited to, 10 gallon coolers, 24 oz. clutch bottles, towels, POWERADE powder, and POWERADE cups and will be provided upon University Athletics' request. All funds made available may only be spent within the Agreement Year for which they are budgeted, except that any unused funds remaining at the end of Agreement Year One will rollover to Agreement Year Two provided that they are spent no later than December 31, 2023 and any unused funds remaining at the end of Agreement Year Two will rollover to Agreement Year Three provided that they are spent no later than December 31, 2024. All other unused funds shall be forfeited if not spent by the end of the Agreement Year for which they are allocated below:



Agreement Year One:	\$130,000.00
Agreement Year Two:	\$100,000.00
Agreement Year Three:	\$45,000.00
Agreement Year Four:	\$47,000.00
Agreement Year Five:	\$47,000.00
Agreement Year Six:	\$47,000.00
Agreement Year Seven:	\$50,000.00
Agreement Year Eight:	\$50,000.00
Agreement Year Nine:	\$50,000.00
Agreement Year Ten:	\$50,000.00

- (vii) Athletics Concession Upgrade Fund - Sponsor will pay University Athletics \$30,000 during the first Agreement Year to support mutually agreed concession upgrades in Athletics Facilities.
- (viii) Scholarships, Campus Diversity and Inclusion Fund - Sponsor will pay University \$150,000.00 during each Agreement Year to support mutually agreed upon University diversity and inclusion programs and student scholarships.
- (ix) Athletics Performance Facilities Support Fee - Sponsor will pay University Athletics \$300,000 during the first Agreement Year to support mutually agreed upgrades in Athletics Facilities which shall be cobranded with Sponsor's Marks.
- (x) Sports Nutrition Fellowship Fee - Sponsor will pay University Athletics \$100,000.00 during each Agreement Year to be used to support two (2) sports nutrition fellowships.
- (xi) Summer Camps Support - Sponsor will budget and spend \$40,000.00 during each Agreement Year for mutually agreed upon support for summer camps run by University Athletics.

(xii) Drop Shipment for In Kind Product for Road Games – Each Agreement Year, upon University Athletics' reasonable advance request, Bottler will arrange drop-shipment delivery of bottle/can Company Beverages for up to three (3) football road games, up to \$7,500 annually (valued at wholesale price). Company Beverages will be delivered to the road game athletic facility by the local Coca-Cola bottler operating in the facility location. Exact product selection will be mutually agreed to by Bottler and University Athletics, subject to availability from the local Coca-Cola bottler. Such complimentary Company Beverages may not be offered for resale. In the event University Athletics does not request all complimentary Company Beverages by the end of each Agreement Year, any remaining complimentary Company Beverages shall be retained by Bottler with no further obligation.

(E) Additional Non-Cash Value Consideration – Sponsor will provide University with the following non-cash benefits over the Term of the Agreement. In the event of the under-delivery of any of these obligations, University's sole remedy is a make-good offering. In the event of early termination of this Agreement for any reason, Sponsor's obligation to provide the benefits listed below shall be limited to those items already provided prior to the effective date of termination.

- (i) Student Engagement Campus Ambassadors – For so long as Sponsor runs a national campus ambassadors program during the Term, University will be included as a Campus Ambassadors campus and Sponsor will have one (1) Campus Ambassador on the University Campus;
- (ii) Student Engagement Speaker Series – Each Agreement Year Sponsor agrees to provide University, upon reasonable prior written request, with up to two (2) mutually agreed upon Coca-Cola Campus Speaker Series speaker(s). University acknowledges speakers will be made available based on their availability. All speakers made available must be utilized within the Agreement Year for which they are budgeted, and unused speaker opportunities shall be forfeited.
- (iii) Student Engagement: Summer Learning Experience – Bottler will provide up to two (2) University students each year the opportunity to participate in learning experiences related to manufacturing, warehouse management, and/or marketing of products.
- (iv) Student Engagement: West Region Intern Program – For so long as Bottler runs a West Region Intern program during the Term, Bottler will provide at least one (1) paid summer internship for a current University student.
- (v) Student Engagement: Career Readiness Programs – Sponsor will work with the Olinde Career Center at University to support career readiness

programming. This may include participation in career fairs, hosting “preparing for interview” workshops, hosting events by Coca-Cola’s Business Resource Groups and other career readiness programming mutually agreed upon with University.

- (vi) Fan Engagement - Hug Me Vendor – For so long as Sponsor has a “Hug Me Vendor” in service, Sponsor shall bring a Hug Me Vendor to a minimum of one University event per Agreement Year.
- (vii) Powerade Trainer Program – For so long as Sponsor runs a national campus Powerade trainer program during the Term, University will be included as a Powerade trainer campus and Sponsor will provide access to one (1) Powerade Trainer on a non-exclusive basis in accordance with the terms of Sponsors’ national Powerade trainer program.
- (viii) Equipment Upgrades – Upon full execution of this Agreement, Bottler will undertake to replace all vending machine equipment that is greater than ten (10) years old with new or like-new vending machine equipment. Replacement of vending equipment shall be completed within three (3) years of full execution of this Agreement. Sponsor will leverage its relationship with University’s Concessionaires to encourage the Concessionaires to replace aged fountain equipment. However, such replacement decisions are entirely within the control of University’s Concessionaires who are providing such fountain equipment.

(F) The monies and other consideration set forth in this section constitute the full and complete consideration for all rights granted to Sponsor hereunder.

## **6. BEVERAGE RIGHTS OF SPONSOR**

- (A) **Exclusive Beverage Availability Rights.** Except as set forth with respect to Permitted Exceptions, Sponsor will have exclusive Beverage availability rights on the entire Campus at all times during the Term. University will make Company Beverages available for sale on Campus in all package forms, through fountain dispensing, coolers, kiosks, hawking, unattended retail, and vending, as well as through any other means agreed upon by Sponsor and University. University will use its reasonable, good faith efforts to maximize the sale and distribution of Company Beverages on Campus. At a minimum Company Beverages shall be widely available for purchase by consumers on the Campus, and will be sold and/or served as part of all meal plans provided to University students and/or others on the Campus. Sponsor shall consult with University on specific brand sets for various Campus locations.
- (B) **Permitted Exceptions:**

- (i) Company Beverages will be the only Beverages sold, served, distributed, sampled, or otherwise made available on Campus, provided however University may, on a non-exclusive basis, serve, sell or dispense the following Competitive Products ("Permitted Exceptions") on Campus, provided that no Competitive Products are sold, vended, distributed, dispensed or otherwise served from Sponsor's Equipment:
- Unbranded Fresh Milk (as defined herein);
  - Fresh Brewed Coffee (as defined herein) and hot tea fresh brewed on premise;
  - At any proprietary branded coffee or tea locations on Campus, such as a Starbucks store or Community Coffee store, University may sell ready to drink proprietary branded pre-packaged bottle/can coffee or tea, but only within the four walls of such store. Company Beverages in ready to drink pre-packaged form (other than pre-packaged coffee or tea) will also be made available in such stores;
  - Hot chocolate;
  - Milkshakes made on the premises from fresh ingredients;
  - Smoothies made on the premises from fresh ingredients;
  - Smoothie King branded proprietary smoothies prepared on-site at the Smoothie King locations on Campus located in the Campus recreation center and student union;
  - Freshly squeezed lemonade;
  - Unbranded unfiltered water provided directly from the public water supply for immediate consumption (such as from a public water fountain.); and
  - Dr Pepper®, Diet Dr Pepper® and Dr Pepper® Zero Sugar bottle/can beverages (where Bottler has the bottle/can territory distribution rights) so long as University or its Concessionaires purchase all requirements for Dr Pepper® beverages from Bottler. If Dr Pepper®/Diet Dr Pepper®/Dr Pepper® Zero Sugar become products of PepsiCo® at a later date, they will no longer be deemed a Permitted Exception.

- Sponsor acknowledges that from time to time, University Purchasing Card (P-card) holders from individual departments may purchase Competitive Products from off campus retail sources (example: Costco) for use in their individual department. Purchase of such Competitive Products shall not be considered a breach of this Agreement, provided that University will issue a Campus-wide memo within sixty (60) days of the start of the first Agreement Year, notifying Campus users of the existence of this Agreement and encouraging them to use Company Beverages for their departments. If Competitive Product use at such individual departments rises to the level of a material quantity, Sponsor and University shall promptly meet and confer in good faith regarding appropriate steps. University shall, upon Sponsor's request, issue follow-up memos (but not more frequently than annually) reminding the Campus of the availability of Company Beverages.
  - Any beverage used in University sponsored research projects.
- (ii) Permitted Exceptions, to the extent served or sold in cups, shall not be served or sold in Approved Cups.
- (iii) University may display generic names of unbranded Permitted Exceptions, and the trademarks of any branded Permitted Exceptions, on menus, menu boards, dispensing equipment, and coolers for the sole purpose to indicate availability, but no Permitted Exceptions will be marketed, advertised, promoted, or sampled on Campus, or otherwise in connection with the University, the Campus or the University Marks. Notwithstanding the foregoing, Smoothie King and any proprietary branded coffee or tea locations on Campus, such as a Starbucks store or Community Coffee store, allowed above may (i) advertise promotional offers within the four walls of their locations on Campus; and (ii) for two weeks after the grand opening of a new proprietary branded coffee or tea location on Campus University may advertise on Campus (including through social media) to alert the Campus community to the existence of the new location. No Permitted Exception trademark shall appear on any Beverage vessel, or on any licensed merchandise, sold or distributed on Campus.
- (iv) The private, personal consumption of Competitive Products by players, coaches, musicians, actors, comedians, or other entertainment personalities appearing and performing on the Campus is permitted.
- (C) **Beverage Purchase Requirement.** University and its Concessionaires will comply with all applicable provisions of this Agreement, including purchasing their entire requirements for Company Beverages, cups, lids,

and CO<sub>2</sub> from Bottler and using Approved Cups (except for Permitted Exceptions), provided however that certain chilled juice brands may be delivered by Company or by a third-party distributor as shall be designated from time to time by Sponsor. University retail outlets, athletic venues and concessions shall sell twenty-ounce sparkling and still products.

**(D) Beverage Pricing**

**(i) Bottle/Can Beverages**

- (a)** To the extent University does not as of the commencement of the Term, but does at some point thereafter, have self-operated Beverage concessions, then the prices shown in **EXHIBIT C** will be the prices applicable to purchases of bottle/can Beverages made by the University.
- (b)** In the event University has now or in the future, a Concessionaire operating its facilities on Campus, University will cause Concessionaire to purchase from Bottler all requirements for bottle/can Beverages. Such purchases will be made at prices set forth in **EXHIBIT C**.
- (c)** Beverages for Internal Use. University departments (academic and/or athletic) may purchase bottle/can Beverages for internal use at the prices listed in **EXHIBIT D**. Any Beverages purchased pursuant to this provision are not for resale. University shall use reasonable efforts to encourage University departmental purchases are made through Bottler including making the availability of these Beverages and pricing known to each department.
- (d)** Beverages for University High School. University High School may purchase bottle/can Beverages at the prices listed in **EXHIBIT E**. Beverages purchased pursuant to this provision may be resold at University High School only.
- (e)** Prices in **EXHIBIT C**, **EXHIBIT D** and **EXHIBIT E** shall remain in effect for the first Agreement Year (through June 30, 2023), and then may be adjusted with thirty (30) days prior written notice to University and/or Food Service Concessionaire. Such prices will be subject to an increase of no more than four percent (4%) over the previous Agreement Year's price, except in the event of an increase in a component of Sponsor's cost of goods, manufacture or delivery, in which case Sponsor may increase prices to cover such increased costs.

(ii) Fountain Beverages

(a) To the extent University does not as of the commencement of the Term, but does at some point thereafter, have self-operated Beverage concessions, then prices for bag in the box form ("BIB") shall be equal to the "national account prices" for such items, as announced by Company from time to time.

(b) In the event University has now or in the future, a Concessionaire operating its facilities on Campus, University will cause Concessionaire to purchase from Bottler all BIB requirements. Prices for BIB shall be equal to the "national account prices" for such items, as announced by Company from time to time.

(c) Surcharge. Notwithstanding Sub-Subsection 6(D)(ii)(b) above and subject to any agreement that Bottler may have directly with a Concessionaire, University agrees that Bottler may require University Athletics' Concessionaires, to the extent that such Concessionaires use delivery, handling and/or equipment services provided by Bottler, to pay to Bottler the Concession Surcharge to defray Bottler's costs associated with delivery, handling, and equipment service. To the extent Concessionaire should decide not to require any or all delivery, handling and equipment service associated with such Beverages, and should so notify Bottler in writing, Bottler agrees to eliminate or reduce as appropriate such Concession Surcharge.

(E) **Annual Business Review.** Each Agreement Year the parties shall engage in a collaborative business review which shall include discussions related to volume on Campus and Company Beverage promotions and marketing activities.

(F) **Recycling Program.** During the Term, on an annual basis, or when requested by the University, Sponsor and University will mutually identify the highest priority recycling needs on the University's campus. Sponsor and University will then develop a plan including metrics to address needs and opportunities consistent with University's priorities, Sponsor's business strategies, and available programming resources. Sponsor will work with University on mutually agreed programs which may include placement of two (2) reverse vending machines in designated locations on Campus.

## **7. MARKETING, PROMOTIONAL AND ADVERTISING RIGHTS OF SPONSOR**

- (A) **General Marketing Rights.** Sponsor will have marketing, advertising, and promotional rights, exclusive with respect to the Beverage category, to market, advertise, and promote Company Beverages in association or connection with the University, the Campus (which for the avoidance of doubt includes the Athletic Facilities), and the University Marks (which for the avoidance of doubt includes the Athletic Marks). Sponsor's rights shall apply to television, radio, print, signage, outdoor, electronic, internet, mobile, wireless, and all other media, whether now or hereafter known. Sponsor's exercise of these marketing, advertising and promotional rights shall be subject to University's approval rights as set forth in Section 9.
- (B) **Use of University Marks.** Sponsor will have a license to use the University Marks, on a royalty-free basis, for the purposes of marketing, advertising, or promoting Company and Company Beverages. Such license gives Sponsor the right to use the University Marks in or on all of Sponsor's advertising, promotional and packaging materials and activities, which include, for all purposes of this Agreement, in advertising, promotional and merchandising materials on:
- point-of-sale materials (e.g., pole signs, price signs/banners, display wraps, shelf-signs, stand ups, cooler clings) and vender fronts;
  - cups, cup lids, vessels, cans, bottles, commemorative cans or bottles, can/bottle wraps and all other forms of primary and secondary packaging;
  - television, radio, print, signage, outdoor, electronic, internet, mobile, digital, wireless, and all other media, whether now or hereafter known;
  - beverage dispensing equipment including without limitation Coca-Cola interactive vending machines and Freestyle dispensers.
- (C) **Customer Marketing Rights.** Sponsor will have the right to undertake promotions regarding Company Beverages at or in connection with University, including joint promotions with Sponsor's retail customers in all channels of trade including without limitation:
- Grocery and retail;
  - Convenience and "oil and gas" retailers;
  - Mass merchandise;
  - Drug retailers;
  - Dollar/value stores;
  - Quick serve and all other types of restaurants (including home-delivered pizza);
  - Institutional and "at-work" foodservice operations;
  - Video and music retailers;
  - Movie theaters and indoor entertainment venues;
  - Theme parks and outdoor attractions;
  - Sports venues



- Airlines
- Hotels

and to use the University Marks for such purposes, including use with customers' Marks and branded products, provided no customers' Marks are used in such a way as to imply a sponsorship relationship between the customer and the University (unless one exists).

Sponsor's right to conduct Beverage promotions with retail customers takes priority over any exclusive marketing rights held by other University sponsors in the same retail channels (but only as to Beverage-related promotions). University has not, and shall not, during the Term enter into any agreement that would interfere with University's ability to reasonably approve Sponsor's customer marketing programs.

- (D) **Designations.** Sponsor will have the right to refer to Sponsor or Company Beverages in any marketing, advertising, or promotional activity or material as a "sponsor of" or the "official" or "exclusive" Beverage of University, the Campus, or the University Athletics in accordance with the Designations, as defined in **EXHIBIT A**.
- (E) **Sampling/Surveys.** Sponsor will have the right to sample and survey persons on Campus regarding Company Beverages or for other Beverage-related purposes, including, without limitation, at University home athletic events, and to survey persons on Campus regarding Company Beverages.
- (F) **Trademarked Cups/Souvenir Cups.** All Company Beverages sold, distributed, or served on Campus in disposable vessels will be served in Approved Cups. If University desires to make available non-disposable souvenir cups, artwork requires Company approval but shall follow guidelines such that all collectible non-disposable souvenir cups will bear only Company or only Company and University trademarks exclusively with equal share of the exterior cup surface (Company logo to be a minimum of 33.3% of the cup surface). Under no circumstances will trademarks other than University or Company appear on any souvenir cup.
- (G) **Point-of-sale Materials.** Company Marks will be prominently displayed on all menu boards and all dispensing equipment at all foodservice/concession locations, and on all Company Beverage vending machines on Campus. Point-of-sale materials depicting Company Beverages, including translites and pictorials on dispensing equipment, will be clearly visible to the purchasing public at all foodservice and concession locations on Campus.
- (H) **Sports Drink Sidelines Rights.** University will use cups, coolers and equipment featuring POWERADE® brand trademarks -- or if requested by Company, trademarks for any other Company Beverage -- on sidelines and players' benches, and in locker rooms for all intercollegiate athletic events

on Campus and at all away games and associated events. Company may also make such Company Beverages available for consumption by players, coaches and staff on the sidelines, player's benches, and in locker rooms.

- (I) **Hawking Rights.** University will sell Company Beverages using Company-trademarked materials, such as hawking trays, kiosks, themed mobile/push carts and themed umbrellas, if and to the extent provided by Sponsor. Company Beverages in 20-ounce bottles (or in such other packaging as Sponsor may reasonably determine from time to time) will be hawked in the stands during all University home football and basketball events, and during all other events at which items of any sort are hawked in the stands.
- (J) **Licensed Merchandise.** Sponsor may create merchandise and promotional premiums bearing Marks of Company Beverages together with any of the University Marks. Sponsor will not pay any fees or royalties to University for this merchandise and promotional premiums, so long as it is distributed free of additional charge in connection with Company Beverages or sold at a subsidized price. All other merchandise and promotional premiums will be subject to royalty rates and other terms to be negotiated in good faith. University agrees that the following items shall not be deemed to be licensed merchandise and royalties will not apply in any circumstances to any of the following that bear University Marks: cups; vessels; cans, bottles, commemorative cans, bottles or cups; multipack wraps and all other forms of packaging; beverage dispensing equipment; and point-of-sale, advertising, merchandising or promotional materials; and Sponsor will have the right to produce or have its own third-party suppliers produce such items and will not be required to use University-licensed suppliers.
- (K) **Internet Advertising.** University will acknowledge Sponsor's sponsorship and Company Beverage availability on its website. If University places hyperlinks on its website, Company may place a hyperlink command from that site to an appropriate page of <http://www.cocacola.com/> or other of Company's websites. Company may also develop a special page advertising Company Beverages on University's website.
- (L) **Digital Content.** University will provide Sponsor with digital content, which may include, without limitation, video highlights of University events, audio content of University theme songs, and screensavers for Sponsor to replicate and use as promotional premiums, including for use as rewards in Sponsor's loyalty program or other similar program. University will provide such digital content free-of-charge to the extent it is owned by the University, and University will assist Company in clearing any other third-party rights that may be required for such use, and will refresh the digital offerings periodically.

- (M) Signage.** The following shall apply to any signage provided by University to Sponsor on Campus during the Term:
- (i)** The text, graphics, and artwork for Sponsor's signage will be developed, created and produced by Sponsor, at Sponsor's sole cost. University will pay all costs for the physical production, installation, repair and maintenance of such signage, except that Sponsor will pay the cost of installing any replacement panels used to modify Sponsor's initial advertising message or graphics. University will repair any malfunction, damage or destruction to the panels or supporting structures within a commercially reasonable period.
  - (ii)** The text, graphics, and artwork for Sponsor's print advertising will be developed, created and produced by Sponsor, at Sponsor's sole cost.
  - (iii)** No Obstructions. Sponsor's signage on Campus must not be blocked by University or any third party. This includes, without limitation, Blockage during the Broadcast of any Team game or other Athletics Facilities event. University will cause third parties to comply with this provision in all new or renewed agreements involving rights to Broadcast Team games or other events, or otherwise photograph the Campus. Recreations of the Campus (such as on maps or in video games) will recreate Sponsor's signage in accordance with its actual appearance and placement.
  - (iv)** Illuminated Signage. University will supply the required electricity for all Sponsor's lighted signs and advertising panels -- including lighted concession advertising -- that advertise or promote Company Beverages. All these signs and panels must be fully illuminated at all events during which any signs in the same facility are illuminated.
  - (v)** Access to Signage. At all reasonable times, University will provide Sponsor access to its signage to replace, remove, or modify it.
- (N) Use of Facilities.** Sponsor will be granted the use of a mutually agreed to Campus facility at no charge (except that Sponsor shall be responsible for any food and beverage costs) for a Sponsor/customer appreciation event/meeting at least once each Agreement Year. Such facilities shall have at least a two hundred (200) person capacity (e.g., Union Theater). Sponsor will also be granted access to tours of Campus facilities at no charge at least once per Agreement Year. Such tours shall be allowed for up to twenty-five (25) people per tour (examples include: Cox Academic Center, Union Theater, Journalism School).

## **8. EXCLUSIVE ASSOCIATION; NO COMPETITIVE BEVERAGES**

- (A) No Association with Competitive Products.** Each of the rights and licenses granted to Sponsor under this Agreement is exclusive with respect to Beverages and University agrees that no Competitive Products will be associated, directly or indirectly, with University, the Campus, University Athletics, or the University Marks, on or off-Campus, whether through advertising, promotions or otherwise, including, without limitation, on any University-authorized internet or web site. Except as set forth with respect to Permitted Exceptions, University shall not permit Competitive Beverages to be sold, dispensed, served, distributed, sampled or otherwise made available anywhere on Campus or in any way advertised, displayed, represented or promoted on Campus by any method or through any medium whatsoever (including, without limitation, print, broadcast, direct mail, coupons, handbills, displays, signage, internet and electronic/wireless). Further, to protect Sponsor's exclusivity, University makes the covenants set forth in Section 11 below and agrees that these covenants are essential to protecting Sponsor's exclusive association with University, the Campus and the University Marks. University understands that it is required to take certain actions, and refrain from certain actions, to comply with these covenants. University agrees that Sponsor has the right to assert remedies for any breach of these covenants, regardless of whether the breach results from the actions of a third party not under University's control.
- (B) Steps to Stop Ambush Marketing.** University will take all steps necessary or appropriate to stop third parties from associating Competitive Products with University. If any third party, including University's media partners, conferences, bowls and others with whom University has ongoing relationships, tries without Sponsor's consent to associate Competitive Products with University, the Campus or the University Marks, or tries to suggest, by statement or implication or otherwise, that Competitive Products are so associated, University will take reasonable steps to stop this "ambush marketing" and to protect Sponsor's exclusive association. These steps must include the following, as circumstances warrant:
- (i)** complaining in writing to the violating party (e.g., via a cease and desist letter) and/or to the media; and
  - (ii)** instituting legal action, including suits for temporary and permanent injunctive relief.

Any party learning of ambush marketing will promptly notify the other parties of this activity.

- (C) **Third Party Compliance.** University will ensure that all third parties operating on the Campus of the University, including without limitation retailers, foodservice operators, vending companies, and concessionaires with Beverage operations on Campus, will comply with all applicable provisions of the Agreement. This provision does not apply to Competitive Products purchased off-Campus by students, faculty or their guests for personal consumption and not for distribution on Campus.
- (D) **No Third-Party Beverage Promotions.** University will not grant any third party the right to conduct promotions involving Beverages or Beverage containers, cups, lids, or straws, including promotions that relate primarily to non-Beverage items but involve a Beverage, on a branded or unbranded basis, as a purchase requirement or promotional fulfillment. This provision applies even if the promotion involves a Company Beverage, unless Sponsor participates in the promotion
- (E) **Broadcasters, Licensing Agents, etc.** University will not grant any rights to third parties (such as Broadcasters) that would permit such third parties to use those rights in association with Competitive Products. University will require all Broadcasters, licensing agents, and other third parties who have the right to grant access to the University Marks to honor Sponsor's Beverage category exclusive marketing and associational rights, as set forth herein. However Broadcasters may sell in-game spot advertising for Competitive Products, so long as the spots do not display or refer to the University Marks or otherwise associate the University, the Campus or the University Marks with Competitive Products through on-air mentions or on-screen images or text.
- (F) **NCAA and Intercollegiate Athletic Conference Promotional Programs:** The University reserves the right to participate in promotional programs involving intercollegiate athletic conference corporate partners (which may include a Competitive Product) when the program includes all institutions in University's athletic conference, currently the Southeastern Conference. In the event that the University participates in a NCAA championship event, the University reserves the right to participate in promotional programs coordinated by corporate partners of the NCAA in which all event participants are featured (and which may include a Competitive Product). In the event that the University participates in a College Football Playoff game or other post-season bowl game, tournament or other similar event, the University reserves the right to participate in a promotion with the corporate partners of said event if all event participants are involved (and which may include a Competitive Product).

## 9. UNIVERSITY'S RIGHT OF PRIOR APPROVAL

University will have the right to approve in advance (i) the concept for any promotional activity with respect to University that will utilize the University Marks, and (ii) any materials created by Sponsor that incorporate any of the University Marks. University will cooperate with Sponsor's activities, on and off-Campus, designed to promote Sponsor's sponsorship association with University, the Campus and the University Marks. University will not unreasonably withhold, condition or delay approval of such intended uses of the University's marks.

University will have ten (10) business days from receipt to respond to any written submission by Sponsor. If University fails to respond within that time period, then Sponsor's submission will be deemed automatically approved by University. If the University disapproves any concepts or materials submitted by Sponsor, the University shall provide Sponsor with written reasons as to why such concepts or materials were disapproved and how the concepts or materials can be altered to meet University's approval. Withholding approval is considered unreasonable unless it is based on:

- (A) University's determination that University Marks have been used incorrectly in a technical sense (such as improper color or trademark nonconformity); or
- (B) University's reasonable determination that Sponsor's proposed promotional activity or use of University Marks will reflect negatively on University.

For example, University agrees that it is unreasonable to withhold approval of a submission that includes the name or marks of one of Sponsor's customers solely because that customer is not also a sponsor of University or because that customer operates in a trade channel where University already has an exclusive sponsor.

University agrees that approval shall be deemed given, and the submission of such intended uses shall not be required, if the concepts or materials utilizing University Marks are the same as or substantially similar to concepts or materials previously approved by University.

## **10. EQUIPMENT AND SERVICE**

- (A) **Fountain.** To the extent that any fountain Beverage dispensing equipment lent from Company under this Agreement is located on premises that are self-operated by University, Company will provide certain fountain Beverage dispensing equipment for use on Campus, and maintenance/repair service for such equipment, under the following terms and conditions:
- (B) **Fountain Equipment.** Company will lend to University without charge during the Term, Company approved dispensing equipment reasonably

necessary to enable University to dispense a quality fountain Beverage. No Freestyle, Costa Coffee, Dasani Purefill, or frozen Beverage equipment, ice makers or water filters will be provided pursuant to this Agreement. All equipment provided by Company will at all times remain the property of Company and is subject to the terms and conditions of Company's lease agreement (the "Lease"), but no lease payment will be charged. The Lease terms are attached as **EXHIBIT F** and are a part of the Agreement. The Lease applies only if Campus does not have a Concessionaire at some time during the Agreement.

Notwithstanding the foregoing, in the event that Freestyle, Costa Coffee, Dasani Purefill or other similar style equipment will be made available to University, such equipment will be the subject of a separate agreement between the parties and fees may apply.

To the extent that fountain Beverage dispensing equipment leased from Company under this Agreement is located on premises that are owned, controlled or managed by a Concessionaire of University or other persons not a party to this Agreement ("Concessionaires"), University will include provisions in its agreements with such Concessionaires that recognize that the equipment is owned by Company and that obligates the Concessionaires to honor the terms and conditions of the Lease.

- (C) **Fountain Service.** University may use Company's Service Network without charge for unlimited regular mechanical repair calls for fountain Beverage dispensing equipment per Agreement Year. Parts required for these regular mechanical repair calls will also be provided without charge. Any removal, remodel, relocation or reinstallation of dispensing equipment, flavor changes, summerize/winterize, line changes, or service necessitated by damage or adjustments to the equipment resulting from misuse, abuse, failure to follow operating instructions or service by unauthorized personnel, unnecessary calls (equipment was not plugged in, CO<sub>2</sub> or fountain syrup container was empty), or calls that are not the result of mechanical failure (collectively "Special Service Calls"), are not considered regular service and will not be provided free of charge. Charges for Special Service Calls or for regular mechanical repair calls in excess of those available without charge under this program will be charged at Company's (or Bottler's) then current rate and will be invoiced on a quarterly basis. Charges will include labor, travel time, parts, and administrative costs.
  
- (D) **Bottle/Can Equipment.** Bottler will provide certain Beverage vending equipment and other cold-drink equipment (such as coolers) free-of-charge for use on Campus, and maintenance/repair service for such equipment, under the following terms and conditions:

- (i) The initial placement will be a minimum of two hundred and twenty-five (225) vending machines. Bottler will use reasonable efforts to ensure that 90% of such vending machines will contain 20 oz. bottles and the other 10% will contain 12 oz. cans. University will have the right to approve new physical locations, but will not unreasonably withhold its approval. All equipment will be subject to the terms of the Bottler's equipment place agreement.
  - (ii) University represents and warrants that electrical service on Campus is proper and adequate for the installation of Bottler's equipment and University agrees to indemnify and hold Bottler harmless from any damages arising out of defective electrical service. Bottler will follow mutually agreed procedures for stocking all vending equipment, providing refunds, documenting sales and paying commissions.
  - (iii) Bottler shall support and participate in the Campus Debit program at all vending locations, including without limitation, providing, and maintaining the readers necessary to accept Campus Debit cards and interact with the University's business transactions Campus card system in a secure manner. Campus Debit accounts reside on the Campus Debit card. University will act as the agent for Bottler in collecting sales proceeds from the use of Campus Debit cards for purchases from Beverage vending equipment, and on a monthly basis will remit to Bottler the total amount of revenue collected by LSU from such Campus Debit card purchases less a three percent (3%) administrative fee to be retained by University. The University will transfer payments on a monthly basis for the Campus Debit transactions attributable to the Bottler less the administrative fee. Complete reconciliation of sales shall be provided by University with each remittance. Bottler commissions due under Section 5(B) shall be calculated on the net proceeds received from University after deduction of the Campus Debit card administrative fees.
- (E) With respect to any equipment leased at a charge or loaned without charge by Company or Bottler to University, University:
- (i) acknowledges all equipment provided by Company or Bottler under this Agreement will at all times remain the property of Company and Bottler;
  - (ii) will, upon the owner's request, execute UCC financing statements or other documents evidencing proper ownership of the equipment;



- (iii) will refrain from removing equipment from its location on Campus without first securing the written consent of the equipment's owner;
- (iv) will refrain from encumbering the equipment or permitting any attachment to it without the authorization of the equipment's owner;
- (v) will take reasonable care to protect and secure all equipment provided by Company or Bottler consistent with the measures University employs to protect its own equipment;
- (vi) will reimburse Company for any loss of or damage to Company-provided equipment, except for reasonable wear and tear; and
- (vii) will reimburse Bottler for any loss of or damage to Bottler-provided drink equipment, except for reasonable wear and tear.

Neither Company nor Bottler will be liable to University or Concessionaire for damages of any kind arising out of delays in providing service to equipment on Campus.

**(F) ADA Compliance.** All Company/Bottler equipment shall be ADA compliant by July 1, 2023.

## 11. REPRESENTATIONS, WARRANTIES, AND COVENANTS

- (A) **By University.** University represents, warrants, and covenants to Sponsor the following:
  - (i) **Authority.** It has full power and authority to enter into this Agreement and to grant Sponsor the rights described in it.
  - (ii) **Binding Obligation.** It has obtained all necessary approvals for its execution, delivery, and performance of the Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.
  - (iii) **Right to License Marks.** It has the exclusive right to license the University Marks.
  - (iv) **No Conflicting Agreements.**
    - (a) It has not entered into, and during this Agreement's Term will not enter into, either of the following:
      - (I) any agreement that would prevent University from complying with this Agreement; or

(II) any agreement granting rights that are in conflict with the exclusive rights granted to Sponsor under this Agreement.

(b) It will require third parties (possible examples include concessionaires, third-party food-service operators, vending companies, licensing agents, players and Broadcasters) to comply with the relevant provisions of this Agreement.

(B) **By Sponsor.** Each of Company and Bottler, solely as to itself, represents, warrants, and covenants to University the following:

- (i) **Authority.** It has the full power and authority to enter into this Agreement.
- (ii) **Binding Obligation.** It has obtained all necessary approvals for its execution, delivery, and performance of this Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.
- (iii) **No Conflicting Agreements.** It has not entered into, and during the Term will not enter into, any other agreement that would prevent it from complying with this Agreement.

(C) **Parties Acknowledgment of Other Agreements.** Each of Company, Bottler, and University, acknowledge the existence of other agreements which may include and/or restrict certain rights granted herein and run concurrently with all or a portion of this Agreement. Descriptions of such agreements and their relationship to this Agreement are provided as follows:

- (i) **MMR Agreement.** University currently has a multi-media rights agreement with University's multimedia rights holder, PlayFly Sports Properties ("PlayFly") (the "MMR Agreement"). The MMR Agreement grants to PlayFly the exclusive sponsorship and event marketing rights for University Athletics. At the expiration or termination of the MMR Agreement, University shall grant, or shall cause any replacement contractor to PlayFly to grant, all such rights and benefits which Sponsor has obtained in the PlayFly Sponsorship Agreement, on the same terms and conditions as are set forth in the PlayFly Sponsorship Agreement.
- (ii) **PlayFly Sponsorship Agreement.** Simultaneously with the execution of this Agreement, Sponsor has entered into a sponsorship agreement with PlayFly (the "PlayFly Sponsorship Agreement") wherein Sponsor is granted certain promotional,

advertising, signage, marketing and other rights and benefits in exchange for certain payments to PlayFly.

- (iii) To the extent that PlayFly shall default on any of its representations, warranties, covenants agreements, duties or obligations under the PlayFly Sponsorship Agreement, and Sponsor shall terminate its obligations under the PlayFly Sponsorship Agreement on the basis of such default, Sponsor shall have the right, at its sole option, to cancel and terminate its duties and obligations under this Agreement at the same time.
- (iv) To the extent that Sponsor shall default on any of its respective representations, warranties, covenants, agreements, duties or obligations under the PlayFly Sponsorship Agreement, and such Agreement terminates, University shall have the right, at its sole option, to cancel and terminate its duties and obligations under this Agreement at the same time or immediately thereafter.

## **12. CONFIDENTIALITY**

Except as otherwise required by applicable law, University and its agents, employees and representatives will not disclose in any way any terms of this Agreement. This obligation remains in effect for three (3) years after the termination or expiration of this Agreement. University will give Sponsor prompt written notice of any disclosure of Agreement terms that appears to be required by law, so that Sponsor may assert any exemptions from or defenses to disclosure that may be available.

## **13. TERMINATION AND REMEDIES**

This Agreement may be terminated prior to the expiration of the Term under the following circumstances:

- (A) **University's Termination Rights.** In addition to other legal and equitable remedies, University may terminate this Agreement if any of the following events occurs:
  - (i) **If Company or Bottler Doesn't Pay.** University may terminate if Company or Bottler fails to make any payment to University under this Agreement, and if this default continues for forty-five (45) days after both Company and Bottler receive written notice of the default. But University may not terminate if the payment failure is due to University's failure to perform, any loss of Sponsor's rights or a bona fide dispute between the parties.

(ii) **If Sponsor Breaches.** University may terminate if Sponsor breaches any other material term of this Agreement and Sponsor fails to cure the breach within 45 days of receiving written notice of the breach.

(iii) **If Sponsor Becomes Insolvent or Bankrupt.**

(a) University may terminate immediately upon written notice if Company or Bottler does any of the following:

I) becomes unable to pay its liabilities when due;

II) makes an assignment for the benefit of creditors;

III) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;

IV) has a receiver appointed for any portion of its business or property; or

V) has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.

(b) University does not have the right to terminate because of Bottler's insolvency or other financial instability as described above if Company agrees in writing to assume all of Bottler's obligations under this Agreement.

(iv) **Termination or Expiration of MMR Agreement,** University may terminate In accordance with Section 11(C) above.

(B) **Sponsor's Termination Rights.** In addition to other legal and equitable remedies, Sponsor may terminate this Agreement if any of the following events occurs:

(i) **If University Breaches.** Sponsor may terminate if University breaches any material term or condition of this Agreement and fails to cure the breach within 45 days of receiving written notice of the breach.

(ii) **If University Becomes Insolvent or Bankrupt.** Sponsor may terminate immediately upon written notice if University does any of the following:

- (a) becomes unable to pay its liabilities when due;
  - (b) makes an assignment for the benefit of creditors;
  - (c) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;
  - (d) has a receiver appointed for any portion of its business or property; or
  - (e) has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.
- (iii) **If University Loses Authority.** Sponsor may terminate if University's authority to convey any of the rights in this Agreement expires or is revoked, in whole or in part.
- (iv) **If Campus Closes.** Sponsor may terminate if a portion of the Campus is closed, other than in connection with regularly scheduled breaks, for any reason, even if beyond the reasonable control of University, for a period of more than ninety (90) consecutive days and during that period, sales of Company Beverages on Campus decrease by more than 15%, as compared to sales during the same period occurring the last time there were no closures or interruption of Campus services.
- (v) **If Athletics Activities Cease.** Sponsor may terminate if a substantial portion of University's athletic programs and competitions are not conducted due to NCAA sanctions or any other reason.
- (vi) **Termination or Expiration of MMR Agreement,** Sponsor may terminate In accordance with Section 11(C) above.
- (vii) **Written Notice Required.** Sponsor must give forty-five (45) days written notice to University when exercising any of its termination rights under Sections (C) or (D) above.

#### **14. REFUNDS AND ADJUSTMENTS**

- (A) **Refunds.** If the Agreement is terminated prior to its scheduled Term expiration for any reason whatsoever, then University will refund to Sponsor a *pro rata* portion of all fees, commissions and other payments that have been paid but not earned as of the date of termination (or the date of breach, if earlier). All prepaid fees and commissions will be earned on a daily basis

over the payment period. All upfront sponsorship payments paid at the beginning of the Agreement term shall be earned on a daily basis over the Term.

**(B) Extension of Term.** If the Campus or any material component of the Campus is closed for more than thirty (30) consecutive calendar days, but less than sixty (60) consecutive calendar days, and such closure results in a material loss to Sponsor of Beverage sales or marketing opportunities under this Agreement, Sponsor will have the opportunity to extend the Term of this Agreement for a corresponding period for no additional fees, whether or not such closure is due to a cause beyond the reasonable control of University.

**(C) Other Adjustments.** If:

- (i)** any of the rights or benefits granted to Sponsor are materially restricted or limited (such as by, but not limited to, breach of exclusivity or ambush marketing) during the Term;
- (ii)** the volume of Company Beverage sold to the University decreases for any reason in any twelve month period by 15% or more over the over the same period the last time there were no closures or interruption of Campus services;
- (iii)** a University Team fails to play all of its scheduled home games on the Campus for a period of more than thirty (30) consecutive days during its scheduled season; OR
- (iv)** any material component of the Campus is closed for a period of more than sixty (60) consecutive calendar days:

then in addition to any other remedies available to Sponsor, Sponsor may elect to adjust the Campus Sponsorship Fees and other consideration to be paid to University to fairly reflect the diminution of the value of rights granted to Sponsor (and University will pay Sponsor a refund of any prepaid amounts in excess of the reduced Campus Sponsorship Fees). If University disagrees with the amount of the adjustment proposed by Sponsor, then University shall inform Sponsor in writing of such disagreement and the parties will commence good faith negotiations to reach agreement on an adjustment. If University and Sponsor have not agreed on an adjustment within thirty (30) days of such notice by University, then Sponsor may immediately terminate this Agreement upon written notice to University.

## 15. INDEMNIFICATION

- (A) **Company Obligations.** Except as otherwise provided by Section 15(D) below, Company agrees to defend, indemnify, and hold harmless each of University and Bottler, and each of their respective officers, directors, employees, and agents, from and against all claims, suits, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) related to (i) Company's material breach of this Agreement, (ii) the injury or death of any person, or the loss of or damage to any property, arising from the negligence of Company, or its employees or agents in the course of their duties to Company, or (iii) allegations that any of the Company Marks violates or infringes any rights of third parties, provided that the indemnified party has used the Company Marks in the exact manner provided or approved by Company.
- (B) **Bottler Obligations.** Except as otherwise provided by Section 15(D) below, Bottler agrees to defend, indemnify, and hold harmless each of University and Company, and each of their respective officers, directors, employees, and agents, from and against all claims, suits, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) related to (i) Bottler's material breach of this Agreement, or (ii) the injury or death of any person, or the loss of or damage to any property, arising from the negligence of Bottler, or its employees or agents in the course of their duties to Bottler.
- (C) **University Obligations.** Except as otherwise provided by Section 15(D) below, University agrees to defend, indemnify, and hold harmless each of Bottler and Company, and each of their respective officers, directors, employees, and agents, from and against all claims, suits, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) related to (i) Sponsor's status as a sponsor of University, (ii) University's material breach of this Agreement, (iii) the injury or death of any person, or the loss of or damage to any property, arising from the rights granted under this Agreement or from the negligence of University, or its employees or agents in the course of their duties to University, or (iv) allegations that any of the University Marks violates or infringes any rights of third parties, provided that the indemnified party has used the University Marks in the exact manner provided or approved by University.
- (D) **Limitation on Obligations.** No party has any obligation to indemnify, defend, or hold harmless another party for any claims, suits, liabilities, costs, or expenses to the extent caused by the acts, omissions, or negligence of the party seeking indemnification.
- (E) **Indemnification Procedures.** Whenever any party entitled to indemnification under this Agreement (the "Indemnified Party") receives

notice of any potential claim that might be subject to indemnification, that party will promptly notify the party obligated to indemnify (the "Indemnifying Party"). The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. Except as provided below, the Indemnified Party will not settle or compromise any claim, or consent to the entry of any judgment, without the written consent of the Indemnifying Party, which will not be unreasonably withheld. The Indemnified Party and its affiliates, employees, and representatives will cooperate with the Indemnifying Party in the defense of the claim. If the Indemnifying Party fails to assume the defense of the claim as soon as reasonably possible, and in any event before the earlier of 20 days after receiving notice of the claim or 5 days before the date that an answer to a complaint (or its equivalent) is due, then the Indemnified Party may settle the claim on behalf of and at the risk and expense of the Indemnifying Party.

## **16. MISCELLANEOUS PROVISIONS**

- (A) Entire Agreement.** This Agreement, together with any other exhibits referenced herein, (i) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written agreement between the parties regarding such subject matter, and (ii) may be amended or modified only by a written instrument signed by a duly authorized agent of each party. This Agreement does not invalidate or amend any other agreement between University and Sponsor (or between affiliates of University and Sponsor) with respect to other subject matter.
- (B) Modification.** This Agreement can be modified or changed only by a written instrument signed by all parties.
- (C) Retained Rights.** This Agreement does not give any party any interest in or the right to use the trademarks of another party except as specifically authorized in this Agreement. Even if use of a party's trademarks is specifically authorized, the trademarks remain solely that party's property, and no joint ownership can arise because of the other party's use under this Agreement. This Agreement does not make any party the agent of another party, nor does it create any partnership or joint venture between University and Sponsor.
- (D) Insurance.**

  - (i)** University and Sponsor shall, each at its own cost and expense, acquire and maintain during the Term of this Agreement, with carriers having an AM Best Rating of A-VII or better, sufficient insurance to



adequately protect the respective interests of the parties. Specifically, University and Sponsor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then, coverage can be obtained on a claims-made basis with a three (3) year tail following the termination or expiration of this Agreement:

- (ii) Commercial General Liability including, but not limited to, premises-operations, broad form property damage, products /completed operations, independent contractors, personal injury and advertising injury and liability assumed under an insured contract with limits of at least \$5,000,000 per occurrence and \$5,000,000 general aggregate and \$5,000,000 Products / Completed Operations Aggregate;
  - (iii) Commercial Automobile Liability insurance for any owned, non-owned, hired, or borrowed automobile used in the performance of University and Sponsor's obligations under this Agreement is required in the minimum amount of \$1,000,000 combined single limit;
  - (iv) Statutory Workers' Compensation Insurance and Employer's Liability Insurance in the minimum amount of \$1,000,000 each employee by accident, \$1,000,000 each employee by disease and \$1,000,000 aggregate by disease with benefits afforded under the laws of the state or country in which the services are to be performed;
  - (v) Property Insurance. If using its own property or the property of Sponsor, in connection with the performance of its obligations under this Agreement, then Property Insurance on an "All Risk" Basis with replacement cost coverage for property and equipment of others in the care, custody, and control of University is required to be maintained by University.
- (B)** University and Sponsor shall endeavor to provide thirty (30) days written notice of any cancellation, non-renewal, termination, or reduction in coverage. Insurance as outlined above shall be primary and non-contributory coverage. University and Sponsor will be solely responsible for any deductible or self-insured retention. The above insurance limits may be achieved by a combination of primary and umbrella/excess policies.
- (C)** Each party shall be included on the other party's Commercial General Liability and Commercial Automobile Liability policies, as an "Additional Insured" as required by written Agreement and evidenced on a certificate of insurance. University shall be included as a "Loss Payee" on Company's Property policy, and shall be evidenced on a certificate of insurance. Upon

execution of this Agreement and annually upon the anniversary date(s) of the insurance policy's renewal date(s), each party will provide to the other party a Certificate of Insurance evidencing compliance with the insurance requirements set forth above.

- (D) The stipulated limits of coverage will not be construed as a limitation of any potential liability to any party. Failure to request evidence of insurance is not a waiver of any party's obligation to obtain the required insurance.
- (E) **Release, Discharge, or Waiver.** A party's release, discharge, or waiver of any of this Agreement's terms or conditions is effective only if in writing and signed by that party. A party's specific waiver does not constitute a waiver by that party of any earlier, concurrent or later breach or default. No waiver occurs if a party either fails to insist on strict performance of this Agreement's terms or pays or accepts money under this Agreement with knowledge of a breach.
- (F) **Severability.** If any portion of this Agreement is severed, that is, held indefinite, invalid, or otherwise unenforceable, the rest of this Agreement continues in full force. But if the severance of a provision affects a party's rights, the severance does not deprive that party of its available remedies, including the right to terminate this Agreement.
- (G) **Assignment.**
  - (i) **By University.** Because this Agreement is for rights unique to University, none of University's rights or obligations may be assigned, by operation of law or otherwise, without Sponsor's prior written consent. Any assignment that violates the terms of this provision is void.
  - (ii) **By Sponsor.** Company and/or Bottler may assign all or part of its rights and obligations under this Agreement to any licensed Company bottler, Company or any of Company's subsidiaries.
- (H) **Survival.** A party's obligations (if any) to observe confidentiality and to provide refunds, indemnification and rights of first refusal survive the expiration or termination of this Agreement.
- (I) **Notices.** Any notice or other communication under this Agreement must be in writing and must be sent by registered mail or by an overnight courier service (such as Federal Express) that provides a confirming receipt. A copy of the notice must be sent by fax when the notice is sent by mail or courier. Notice is considered duly given when it is properly addressed and deposited (postage prepaid) in the mail or delivered to the courier. Unless

otherwise designated by the parties, notice must be sent to the following addresses:

**(i) Notice to Company.**

The Coca-Cola Company,  
acting by and through its Coca-Cola North America division  
One Coca-Cola Plaza  
Atlanta, Georgia 30313  
Attention: Vice President, Strategic Marketing Finance and Business  
Affairs

Copy to: Group Counsel, Coca-Cola North America  
legaldocuments@coca-cola.com

**(ii) Notice to Bottler.**

Coca-Cola Bottling Company United - Gulf Coast, LLC  
d/b/a Baton Rouge Coca-Cola Bottling Company  
9696 Plank Road  
Baton Rouge, LA 70811  
Attention: John Schiller  
Email: johnschiller@ccbcu.com

*With a Copy to:*  
Coca-Cola Bottling Company United, Inc.  
4600 East Lake Blvd.  
Birmingham, AL 35217  
Attn: General Counsel

**(iii) Notice to University.**

Louisiana State University and Agricultural and Mechanical College  
310 LSU Student Union  
Baton Rouge, LA 70803  
Attention: Margot Hsu Carroll, Assistant Vice President  
Fax or e-mail: [margotc@lsu.edu](mailto:margotc@lsu.edu)

*With a Copy to:*  
LSU Procurement Services  
213 Thomas Boyd Hall  
Baton Rouge, LA 70803  
Attn: Michele Montero, Chief Procurement Officer  
Fax or e-mail: [mmorr12@lsu.edu](mailto:mmorr12@lsu.edu)

**(J) Counterparts.** This Agreement may be executed in two or more counterparts.

**(K) Headings.** All headings are for reference purposes only and must not affect the interpretation of this Agreement. All references to "days" in this Agreement mean calendar days, unless business days are expressly stated. All references to "including" mean "including without limitation".

**17. GOVERNING LAW**

**This Agreement is governed by and must be interpreted under Louisiana law, without giving effect to any applicable conflict or choice-of-law provisions.**

**The Coca-Cola Company, acting by and through its Coca-Cola North America division**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Louisiana State University and Agricultural and Mechanical College (Baton Rouge)**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Coca-Cola Bottling Company United – Gulf Coast, LLC**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT A DEFINITIONS**

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the following meanings:

1. "Agreement Year" means each twelve-month period during the Term commencing on July 1 and ending on June 30.
2. "Approved Cups" means those certain cups designated or approved by Company bearing Company trademarks or Company and University trademarks on 100% of the exterior cup surface.
3. "Athletic Facilities" means all of University's athletic facilities and surrounding grounds, including without limitation Tiger Stadium, Maravich Center, Alex Box Stadium, Tiger Park, Bernie Moor Stadium, Maddox Field House, and LSU Soccer Stadium, and all associated press boxes, players' benches and locker rooms but does not include areas and facilities where only intramural sports are conducted.
4. "Athletic Marks" means the Marks of University Athletics and the Athletic Facilities. Examples of Athletic Marks includes team names, uniforms, logos and emblems.
5. "Beverages" means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling, marketing or packaging. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups® pods and all other beverage bases from which Beverages can be made and brands and products of water purification and beverage making systems (e.g. Brita®, Soda Stream®, Keurig®), are deemed to be included in this definition. For the avoidance of doubt "flavor enhancers", "liquid water enhancers", drinking water dispensing systems and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages.
6. "Blockage" means the alteration, dimming, or obscuring of advertising for whatever reason, including by electronic manipulation or the electronic insertion of virtual signage for Competitive Products. "Blocked" has a corresponding meaning.
7. "Broadcaster" means any person or entity that for any business purpose broadcasts, distributes, prints, syndicates, televises, or publishes by any means (including electronically via the internet or wireless devices) any photograph, film, videotape, or other recording or rendering of all or part of the Campus, any University Team game, or any other Campus event. "Broadcast" has a corresponding meaning.
8. "Campus" means all buildings and grounds owned, leased, controlled by or operated by the University during the Term, whether currently existing or built or acquired during the Term, including without limitation all academic buildings, branded or unbranded

food service outlets, vending locations, Athletic Facilities, auditoriums, theatres, housing and medical facilities, convenience stores, retail outlets, and areas and facilities where intramural sports are conducted; provided, however, that the term “Campus” shall not include buildings owned by third parties and located on land under the custody and control of University. Notwithstanding the foregoing, Campus excludes the following: Buildings and grounds leased or subleased by University to third parties (such as, for example, LSU Gateway) so long as the buildings and grounds are not under the control of University and are not being used for the University mission (such mission to include, without limitation, dormitories, bookstores, classroom buildings, foodservice made available to or otherwise catering to students, faculty, staff and guests of the University by the University).

9. “Company Beverages” means Beverages (i) manufactured, distributed, or marketed by Company; or (ii) sold under trademarks or brand names owned or controlled by or licensed for use by Company.
10. “Competitive Products” means all Beverages that are not Company Beverages, and any products or entities, whether or not Beverages, marketed under Beverage trademarks that are not Company Marks (e.g., “Gatorade Energy Bars,” “PepsiCo”).
11. “Concessionaire(s)” means University’s third party food and beverage concessionaires.
12. “Concession Surcharge” means an amount equal to ten percent (10%) of the Beverage price which is charged by Sponsor to the Concessionaire for Beverages delivered to Campus.
13. “Designations” means (1) “Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of LSU; (2) “Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of the LSU Tigers;” and (3) “Official Sponsor of LSU/LSU Tigers.
14. “Fresh Milk” means that liquid taken from female mammals for human consumption, and which may be pasteurized, homogenized, and/or have calcium and/or vitamins A and D added. Fresh Milk shall not include milk to which sweeteners, flavorings, fruit juice, carbonation, protein, minerals, vitamins (other than vitamins A and D), whey, caseins, cultures, tea, coffee or other ingredients have been added. Fresh Milk does not include liquids that may be commonly described as “milk” but which do not meet the preceding definition of “Fresh Milk,” such as coconut milk/water or “Muscle Milk.”
15. “Fresh Brewed Coffee” means ground or unground roasted coffee beans or a beverage brewed in multi-cup coffee makers from the ground or unground roasted coffee beans prepared on-premise and served hot or cold for immediate consumption.
16. “Full Service Beverage Vending” means that Bottler will place vending machines on the Campus, stock the vending machines and collect all proceeds from the sale of Company Beverages through such vending machines.

17. "Mark" means, with respect to any party, any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design now or in the future owned, licensed, or otherwise controlled by that party.
18. "NCAA" means the National Collegiate Athletic Association.
19. "Team" or "Team(s)" means all intercollegiate athletic teams and athletic club teams associated with the University.
20. "University Marks" means any and all Marks owned or controlled by University, including all marks of the University and the Campus. University Marks shall include all Athletic Marks. Examples of University Marks include the University's name, logo and emblems.
21. "University Athletics" means the University Athletic department, all University intercollegiate athletic teams and events, University varsity athletic coaches, and the University Athletic Director.

**EXHIBIT B**  
**Beverage Vending Commissions**  
**(for Full Service Beverage Vending only)**

Package	Vend Rate			Commission
	Years 1 - 4	Years 5 - 7	Years 8 - 10	
20oz Soft Drink	\$ 1.75	\$ 2.00	\$ 2.25	47%
20oz Dasani	\$ 1.75	\$ 2.00	\$ 2.25	47%
20oz Powerade	\$ 1.75	\$ 2.00	\$ 2.25	47%
20oz Smartwater	\$ 2.00	\$ 2.25	\$ 2.50	47%
20oz Vitaminwater	\$ 2.00	\$ 2.25	\$ 2.50	35%
18.5oz Gold Peak Tea	\$ 2.00	\$ 2.25	\$ 2.50	35%
16oz Energy	\$ 2.50	\$ 2.75	\$ 3.00	35%
16oz BODYARMOR	\$ 2.25	\$ 2.50	\$ 2.75	35%
14oz Core Power Protein Dring	\$ 3.25	\$ 3.50	\$ 3.75	35%
13.7oz Dunkin Donuts Coffee	\$ 3.25	\$ 3.50	\$ 3.75	35%
12oz Minute Maid Juice	\$ 2.00	\$ 2.25	\$ 2.50	35%
12oz Soft Drink	\$ 1.00	\$ 1.25	\$ 1.50	47%
Other Offerings	TBD	TBD	TBD	35%

Commissions will be paid based on cash collected, net of sales tax, recycling fees, debit card charges (if applicable), shortages, and any state-mandated deposit fees or other charges. Commissions shall only be paid on sales from vending machines filled and serviced by Bottler. At the beginning of Agreement Years 5 and 8, all vend prices shall increase by \$0.25 as shown above. Upon completion of the Equipment Upgrades described in Section 5(D)(v) of the Agreement, Bottler will use reasonable efforts to ensure that 90% of vending machines will dispense 20oz bottles, and 10% will dispense 12oz cans.



**EXHIBIT C**  
**Bottle/Can Pricing**

<b>Packages</b>	<b>Units</b>	<b>Price</b>
<b>Sparkling/MM Fruit Drink/FUZE</b>		
<b>10oz Glass</b>	24	\$ 14.84
<b>2 Liter Core and Flavors</b>	8	\$ 13.05
<b>20oz Sparkling</b>	24	\$ 28.28
<b>7.5oz Cans</b>	24	\$ 9.55
<b>12oz Cans</b>	24	\$ 9.55
<b>Sports</b>		
<b>Powerade 20oz</b>	24	\$ 29.52
<b>BODYARMOR 12oz</b>	24	\$ 21.84
<b>BODYARMOR 16oz</b>	12	\$ 20.24
<b>BODYARMOR 28oz</b>	12	\$ 25.87
<b>BODYARMOR Edge 20oz</b>	12	\$ 27.00
<b>Water</b>		
<b>Dasani 20oz</b>	24	\$ 22.44
<b>Dasani 1-Liter</b>	12	\$ 15.86
<b>Dasani 12oz PET (incl. 12p &amp; 24p)</b>	24	\$ 11.47
<b>Dasani .5L</b>	24	\$ 17.43
<b>Dasani 300ml</b>	24	\$ 5.62
<b>Smartwater 20oz</b>	24	\$ 29.52
<b>Smartwater 700ml</b>	24	\$ 40.50
<b>Smartwater 700ml Flavors</b>	12	\$ 20.24
<b>Smartwater 1-Liter</b>	12	\$ 21.32
<b>Sparkling Water Aha 16oz</b>	24	\$ 20.24
<b>BODYARMOR SportWater 1L</b>	12	\$ 21.63
<b>BODYARMOR SportWater 700ML</b>	24	\$ 32.62
<b>Enhanced Water</b>		
<b>Vitamin Water 20oz</b>	12	\$ 17.37
<b>Juice</b>		
<b>Minute Maid 10oz</b>	24	\$ 17.54
<b>Minute Maid 12oz</b>	24	\$ 33.80
<b>Tea</b>		
<b>Gold Peak 18.5oz</b>	12	\$ 26.32
<b>Peace Tea 23oz Can</b>	12	\$ 18.68

<b>Packages</b>	<b>Units</b>	<b>Price</b>
<b>Energy</b>		
<b>Monster 15.5/16oz Can</b>	24	\$ 52.64
<b>Monster Reign 16oz Can</b>	12	\$ 26.32
<b>NOS 16oz Can</b>	24	\$ 52.64
<b>Full Throttle 16oz Can</b>	24	\$ 52.64
<b>Coffee</b>		
<b>Monster JAVA 15oz Can</b>	12	\$ 26.12
<b>Dunkin Donuts Coffee 13.7oz</b>	12	\$ 26.32
<b>Enhanced Dairy</b>		
<b>Core Power (26g Protein) 14oz PET</b>	12	\$ 34.87
<b>Core Power Elite (42g Protein) 14oz PET</b>	12	\$ 34.87
<b>Fairlife Milk 14oz PET</b>	12	\$ 21.32

## EXHIBIT D

### Not for Resale Pricing For Internal Departmental Purchases

Product	Units	Price
12oz Sparkling Cans	24	\$ 12.00
Powerade 20oz	24	\$ 23.80
BODYARMOR 12oz	24	\$ 21.00
BODYARMOR 16oz	12	\$ 17.50
Dasani .5L	24	\$ 7.50
Minute Maid 12oz	24	\$ 26.25
Gold Peak 18.5oz	12	\$ 17.25
Monster 16oz Can	24	\$ 41.00
Core Power (26g Protein) 14oz	12	\$ 20.00
Core Power Elite (42g Protein) 14oz	12	\$ 26.50
Fairlife Milk 14oz	12	\$ 20.00

## EXHIBIT E

### University High School Pricing

Product	Units	Price
<b>Sparkling/MM Fruit Drink/FUZE</b>		
10oz Glass	24	\$ 19.50
2 Liter Core and Flavors	8	\$ 15.00
20oz Core and Flavors	24	\$ 21.80
7.5oz Cans	24	\$ 19.00
12oz Cans Core and Flavors	24	\$ 9.15
<b>Sports</b>		
Powerade 20oz	24	\$ 20.45
Powerade 5 Gallon Powder	12	\$ 96.00
BODYARMOR 12oz	24	\$ 21.00
BODYARMOR 16oz	12	\$ 20.00
BODYARMOR Edge 20oz	12	\$ 25.00
<b>Water</b>		
Dasani 20oz	24	\$ 17.60
Dasani 1-Liter	12	\$ 22.00
Dasani 12oz PET	24	\$ 10.00
Dasani .5L	24	\$ 16.00
Dasani 300ml	24	\$ 16.00
Smartwater 20oz	24	\$ 38.00
Smartwater 700ml	24	\$ 40.00
Smartwater 700ml Flavors	12	\$ 20.00
Smartwater 1-Liter	12	\$ 24.00
Sparkling Water Aha 16oz	24	\$ 19.00
BODYARMOR SportWater 1L	12	\$ 24.00
BODYARMOR SportWater 700ML	24	\$ 40.00
<b>Enhanced Water</b>		
Vitamin Water 20oz	12	\$ 13.15
<b>Juice</b>		
Minute Maid 10oz	24	\$ 25.00
Minute Maid 12oz	24	\$ 36.00
<b>Tea</b>		
Gold Peak 18.5oz	12	\$ 22.00
Peace Tea 23oz Can	12	\$ 19.00
<b>Energy</b>		
Monster 15.5/16oz Can	24	\$ 50.00
Monster Reign 16oz Can	12	\$ 25.00
NOS 16oz Can	24	\$ 50.00
Full Throttle 16oz Can	24	\$ 50.00
<b>Coffee</b>		
Monster JAVA 15oz Can	12	\$ 25.00
Dunkin Donuts Coffee 13.7oz	12	\$ 27.00
<b>Enhanced Dairy</b>		
Core Power (26g Protein) 14oz	12	\$ 20.00
Core Power Elite (42g Protein) 14oz	12	\$ 26.50
Fairlife Milk 14oz	12	\$ 20.00

## EXHIBIT F

### COCA-COLA NORTH AMERICA FOUNTAIN EQUIPMENT LEASE AGREEMENT

1. **LEASE AGREEMENT AND TERM.** The Coca-Cola Company, through its Coca-Cola North America division, ("Company") hereby leases to the account identified on the attached Sponsorship Agreement ("Lessee") all fountain beverage dispensing equipment provided to Lessee (the "Equipment"), subject to the terms and conditions set forth in this Lease Agreement. Each piece of Equipment is leased commencing on its installation date (the "Commencement Date"). Company may remove any piece of Equipment for any reason upon thirty (30) days prior written notice to Lessee. If this Lease is terminated with respect to any piece of Equipment for any reason, other than Company removing a piece of Equipment without cause under this section, prior to 100 months from the Commencement Date for that piece of Equipment unless Lessee has terminated the Sponsorship Agreement for an uncured breach by Company or unless a concessionaire has assumed the Lease Agreement, Lessee will pay Company the actual cost of removal of that Equipment, as well as the unamortized portion of the costs of (i) installation, (ii) non-serialized parts (e.g., pumps, racks and regulators) and other ancillary equipment, (iii) remanufacturing, and (iv) standard shipping and handling charges. The terms of this Lease will continue in effect with respect to each piece of Equipment until the Equipment has been removed from Lessee's premises and will survive the expiration or termination of the Sponsorship Agreement. Company agrees that it will not charge Lessee for any removals or reinstallations of equipment removed and relocated due to remodeling on campus if Lessee agrees to store Company's equipment on campus until the equipment can be reinstalled in new locations.
2. **TITLE TO THE EQUIPMENT.** Title to the Equipment is, and will at all times remain, vested in Company. Lessee will have no right, title, or interest in or to the Equipment, except the right to quiet use of the Equipment in the ordinary course of its business as provided in this Lease. **THE PARTIES AGREE, AND LESSEE WARRANTS, THAT THE EQUIPMENT IS, AND WILL AT ALL TIMES REMAIN, PERSONAL PROPERTY OF COMPANY NOTWITHSTANDING THAT THE EQUIPMENT OR ANY PART THEREOF MAY NOW BE, OR HEREAFTER BECOME, IN ANY MANNER AFFIXED OR ATTACHED TO, OR EMBEDDED IN, OR PERMANENTLY RESTING UPON, REAL PROPERTY OR IMPROVEMENTS ON REAL PROPERTY**
3. **USE OF EQUIPMENT.** Lessee agrees that the Equipment will be used to dispense only Company Beverages.
4. **WARRANTY DISCLAIMER:** LESSEE ACKNOWLEDGES THAT COMPANY IS NOT A MANUFACTURER OF THE EQUIPMENT AND THAT COMPANY HAS MADE NO REPRESENTATIONS OF ANY NATURE WHATSOEVER PERTAINING TO THE EQUIPMENT OR ITS PERFORMANCE, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES RELATING TO THE DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR ITS PERFORMANCE, OR ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, OR ANY WARRANTY WITH RESPECT TO PATENT RIGHTS, IF ANY, PERTAINING TO THE EQUIPMENT. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES, OR DAMAGES OF ANY NATURE WHATSOEVER, RESULTING FROM THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATIONS, SERVICE OR USE OF ANY EQUIPMENT OR OTHERWISE.
5. **MAINTENANCE AND REPAIRS.** Lessee's sole recourse against Company with respect to service provided by Company or its agents to the Equipment is that Company will correct any defective workmanship at no additional charge to Lessee, provided that Company is given prompt notification of any defective workmanship. Company shall not be otherwise liable for negligent acts or omissions committed in regard to maintenance or repair of the Equipment and Company assumes no responsibility for incidental, consequential or special damages occasioned by such negligent acts or omissions.
6. **RISK OF LOSS.** All risk of loss, including damage, theft or destruction, to each item of Equipment will be borne by Lessee. No such loss, damage, theft or destruction of Equipment, in whole or in part, will impair the obligations of Lessee under this Lease, all of which will continue in full force and effect.
7. **DEFAULT AND REMEDIES.** The failure of Lessee to comply with any provision of this Lease, and the failure of Lessee to remedy, cure, or remove such failure within ten (10) days after receipt of written notice thereof from Company shall constitute a "Default." Upon the occurrence of any Default or at any time thereafter, Company may terminate this Lease as to any or all items of Equipment, may enter Lessee's premises and retake possession of the Equipment at Lessee's expense, and will have all other remedies at law or in equity for breach of this Lease.
8. **LIQUIDATED DAMAGES.** If Lessee is unable or unwilling to return the Equipment to Company in good working order, normal usage wear and tear excepted, at the expiration or termination of the Lease, Lessee shall pay as liquidated damages the total of: (i) the value of Company's residual interest in the Equipment, plus (ii) all tax indemnities associated with the Equipment to which Company would have been entitled if Lessee had fully performed this Lease, plus (iii) costs, interest, and attorneys' fees incurred by Company due to Lessee's violation of Section 2 or its failure to return the Equipment to Company, minus (iv) any proceeds or offset from the release or sale of the Equipment by Company.
9. **OTHER TERMS.** Lessee acknowledges and agrees to comply with all equipment manufacturers' specifications and product dispensing and preparation instructions and specifications. No failure by Company to exercise and no delay in exercising any of Company's rights hereunder will operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or of any other rights. **THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.**



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## Board of Supervisors

### Approval to Enter into an Affiliation Agreement with Stephenson Technologies Corporation

**Date:** April 21, 2023

#### 1. Bylaw Citation

Pursuant to Article VII, Section 1(K):

K. Non-Academic Affiliation Agreements

Any affiliation agreement with a private non-profit foundation formed to support the programs, facilities, and research and educational opportunities offered by one or more campuses of the University or the University as a whole.

#### 2. Summary of Matter

Stephenson Technologies Corporation (STC) is a 501c non-profit and compliant federal contractor focused on providing solutions to the U.S Department of Defense, Department of Homeland Security, Intelligence Community, and other federal markets. STC operates as a stand-alone corporation wholly owned by the University.

STC was formed because of the generosity and effort of Emmet and Toni Stephenson who were Louisiana natives and University alumni known for their entrepreneurship and philanthropy. For over three decades, the Stephensons have dedicated more than \$25 million to the LSU Foundation, consistently supporting and creating opportunities for their alma mater to produce forward-thinking, impact-driven graduates and outcomes.

In 2016, Nascent Technologies Corporation (NTC) received a \$500,000 donation from the LSU Foundation directed by the Stephensons. NTC was renamed Stephenson Technologies Corporation in honor of the couple's generous gift.

STC's focus is on cyber research and development, engineering support, cyber operations, operational technology and industrial control systems assessments, and intelligence, surveillance, and reconnaissance.

Because of the close association of STC and the University, it would be prudent and beneficial to have a clear statement, agreed upon by the parties, of the respective responsibilities, requirements, authority, and relationship of the University and STC while preserving the private and independent legal status of STC. The University has determined that STC's activities will support and enhance one or more of the programs, facilities, research, and educational opportunities offered by the University. Considering STC's mission and purpose, the University would like to enter into an affiliation agreement with STC subject to the approval of the Board of Supervisors.

**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 Affiliation Agreement has been prepared by and negotiated between STC and the University, signed by STC's CEO, James Olson, and awaiting President Tate's signature on behalf of the University subject to Board of Supervisors' approval.

**7. Parties of Interest**

Louisiana State University A&M; Stephenson Technologies Corporation

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

N/A

**10. Attachments**

1. Uniform Affiliation Agreement and Cover Letter

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby approves the University entering into an affiliation agreement with Stephenson Technologies Corporation, finding that this affiliation will further enhance and support the programs and activities of the University as a whole. **BE IT FURTHER RESOLVED** that the President is hereby authorized to execute any documents necessary to fulfill the purposes of this resolution.

**BRENT B. BOXILL**  
Attorney at Law  
8714 Jefferson Highway, Suite B  
Baton Rouge, Louisiana 70809

Telephone: (225) 923-1055  
[brent@brentboxill.com](mailto:brent@brentboxill.com)

Facsimile: (225) 923-0955

April 5, 2023

Tamara D. Simien  
*Assistant General Counsel, LSU*  
3810 West Lakeshore Drive  
Room #124  
Baton Rouge, LA 70808

RECEIVED  
APR 10 2023  
LSU GENERAL COUNSEL

RE: Stephenson Technologies – Affiliation Agreement

Dear Ms. Simien:

Please find enclosed the original Affiliation Agreement that has been executed by Mr. James Olson on behalf of Stephenson Technologies. I ask that you please obtain the necessary signature on behalf of LSU and return to me the fully executed Agreement. I am also enclosing the Individual Affiliation Agreement for your review.

Should you have any questions, please do not hesitate to give me a call.

Sincerely,



Charlotte K. Anderson  
Legal Assistant to Brent B. Boxill

/cka  
Enclosure



## **Affiliation Agreement**

This Affiliation Agreement is made and entered into on the \_\_\_\_\_ day of , 2023, between the Board of Supervisors of Louisiana State University Agricultural and Mechanical College (“University”) and Stephenson Technologies Corporation (“Affiliate”).

**WHEREAS**, as stated in La. R.S. 17:3390(A), the Legislature has found and University recognizes that private, nonprofit organizations under the direction and control of private individuals who support institutions of higher education are effective in obtaining private support for those institutions;

**WHEREAS**, as further stated in La. R.S. 17:3390(A), the Legislature encourages higher education management boards and institutions to promote the activities of alumni associations, foundations, and other private, nonprofit organizations that raise private funds for the support of public institutions of higher education;

**WHEREAS**, after considering the proposed mission and purpose of Affiliate, University has determined that Affiliate’s activities will support or enhance one or more of the programs, facilities, research and educational opportunities offered by the University;

**WHEREAS**, because of the close association of Affiliate with the University, it is prudent and beneficial to have a clear statement, agreed upon by the parties, of the respective responsibilities, requirements, authority, and relationship of the University and Affiliate while preserving the private and independent legal status of the Affiliate:

### **1. Affiliate Purpose and Status**

- 1.1 Affiliate’s purpose(s) shall be as defined in the Affiliate’s Articles of Incorporation. All actions taken by Affiliate shall be consistent with and in furtherance of its stated purpose(s), and such actions shall likewise be consistent with the institutional mission and activities of University as defined by the University.
- 1.2 Unless waived in writing, Affiliate shall provide at least 30 days advance written notice to the LSU Executive Vice President of any proposed material change in Affiliate’s Articles of Incorporation or Bylaws.
- 1.3 Affiliate has been formed as a private non-profit Louisiana organization, and has been recognized as and shall maintain its status as an organization exempt from taxation under Section 501(c) of the Internal Revenue Code.
- 1.4 Affiliate is a separate legal entity from the University. Nothing in this Affiliation Agreement shall be construed as to invalidate or restrict Affiliate’s private and independent legal status.

## **2. Governance**

- 2.1 To ensure that Affiliate's status as a private entity is recognized and maintained in accordance with La. R.S. 17:3390(B), Affiliate shall meet the following criteria:
- 2.1.1 Affiliate shall be under the management and control of a board of directors ("Affiliate's Board") elected by the members or shareholders of Affiliate.
  - 2.1.2 A majority of the voting members of Affiliate's Board shall consist of individuals who are not members or employees of a Louisiana higher education management board; and,
  - 2.1.3 Affiliate shall reimburse, either directly or in-kind, the cost of housing, personnel, and other support furnished to Affiliate by any institution of higher education.
- 2.2 **Members of Affiliate Boards**
- 2.2.1 The President of LSU, or his designee, shall be a non-voting *ex officio* member of Affiliate's Board and of the Executive Committee of such Board (or equivalent). To promote compliance with Affiliate's policy on conflicts of interest, and ensure that appropriate disclosures are made and facilitate an understanding of Affiliate's business, the President of LSU will provide Affiliate with reasonable advance notice identifying individuals designated to attend meetings in his place and will endeavor to utilize a single individual as his designee.
  - 2.2.2 The Chairman of the Board of Supervisors, in consultation with members of the Board of Supervisors and Chairman of the Affiliate Board, shall have the right to recommend a list of members of the Board of Supervisors as potential candidates to Affiliate for election to Affiliate's Board as non-voting members. Affiliate agrees that at all times, excluding instances associated with temporary vacancies created by death, resignation or similar causes, at least one member of its Board, shall be elected from the recommended candidates.
  - 2.2.3 Designation of the President of LSU (or his designee) and Affiliate's election of an individual nominated by the Chairman of the Board of Supervisors to serve as a member of Affiliate's Board and/or Executive Committee is not intended to and shall not be deemed a waiver of the privileges and immunities granted Affiliate pursuant to La. R.S. 17:3390.
- 2.3 Members of the Board of Directors and the Executive Committee shall have reasonable access to all books and records of Affiliate in accordance with its generally applicable confidentiality and non-disclosure policies, except they shall not have access to or legal custody of defense security programs and process. Members who are or may be deemed "public servants," as defined in La. R.S. 42:1102(19), shall not have legal custody of Affiliate's books and records. Requests for access to books and records shall be made via written request directed to Affiliate's Chief Executive Officer.

### **3. General Duties and Responsibilities of Affiliate**

- 3.1 Operate Affiliate for primary benefit of University in accordance with Affiliate's Articles of Incorporation and tax-exempt purpose.
- 3.2 Support and promote the mission and activities of the University.
- 3.3 Affiliate shall establish and enforce policies to identify and manage potential conflicts of interest and ensure that Affiliate's assets do not directly or indirectly unduly benefit any individual or other person.
- 3.4 Solicit and accept things of value of all kinds consistent with applicable law.
- 3.5 Receive, hold, invest, administer, manage, distribute and provide good stewardship of gifts and bequests in accordance with donor intent, applicable law and applicable University and Affiliate policies and procedures.
- 3.6 Expend funds for the establishment and operation of Affiliate and for any reasonable expenses incidental to the conduct of the affairs of Affiliate.
- 3.7 Within 120 days following the close of Affiliate's fiscal year, unless an extension is granted by the LSU Executive Vice President, submit the annual Affiliate Compliance Certificate (Exhibit A) and materials referenced therein, to the LSU Executive Vice President.
- 3.8 Subject to any limitations imposed by contracts among the University and third parties and applicable University policies, the Affiliate may be granted the right by the University to utilize its "licensed marks" on a royalty free basis for its activities in support of LSU. Affiliate must adhere to the Louisiana State University Brand Identity.
- 3.9 University is an equal opportunity/access institution committed to diversity and inclusiveness in procurement. Affiliate is encouraged to reflect the spirit of this commitment in its business practices by: (a) participating in and encouraging major suppliers to participate in LSU sponsored outreach programs for small businesses as well as minority, women and veteran owned businesses ("DBEs"); (b) creating awareness among its suppliers that University and Affiliate encourage suppliers to make reasonable and prudent efforts to identify and provide competitive opportunities for participation by DBEs; and, (c) making reasonable and prudent efforts consistent with its unique needs as well as its fiduciary and good stewardship obligations, to identify and provide competitive opportunities for DBEs to participate in Affiliate's procurement opportunities. To assist Affiliate in its efforts, the University will make the resources of its Supplier Diversity program, including but not limited to lists of registered DBE's, personnel and information on best practices, available to Affiliate.

### **4. General Duties and Responsibilities of University**

- 4.1 Support and promote the purpose and activities of Affiliate and encourage the donation of private funds to Affiliate;
- 4.2 Avoid action that would undermine Affiliate's status as a private entity, maintain the confidentiality of donor records and the private nature of Affiliate's books and records to the extent allowed by law;

- 4.3 Accept funds made available by Affiliate, provide good stewardship of gifts once received by the University and utilize funds received from Affiliate in a manner consistent with University's mission, terms and conditions imposed by testators and donors, applicable law, this Affiliation Agreement and University policy; and,
- 4.4 Make available to Affiliate, at University's sole discretion, appropriate facilities, personnel, or other support pursuant to the provisions of La. R.S. 17:3390(B)(3) and as otherwise permitted by law.

## **5. Records, Internal Controls and Funds Management**

- 5.1 Recognizing the need to preserve the public trust and guard against the appearance of impropriety in its activities, Affiliate shall adopt, maintain, and enforce necessary and appropriate policies, procedures and internal controls, including policies on conflicts of interest, required for the conduct of its business in accordance with applicable law, the terms of this Affiliation Agreement, applicable University policies and procedures and best practices for similar nonprofit organizations.
- 5.2 The books and records of Affiliate shall be kept in accordance with customary and current accounting standards pursuant to Federal Agency and State regulations. For the preparation of reports required by this section of this Affiliation Agreement, an external accountant and/or auditor engaged to conduct such reports shall be selected from among the most recent list of certified public accountants maintained by the Louisiana Legislative Auditor that meet DCAA requirements.
- 5.3 In connection with its annual financial audit, Affiliate shall: (a) provide its auditors with a copy of this Affiliation Agreement including all exhibits, schedules, and other attachments; (b) provide its auditors with access to all documents and other information relevant to this Affiliation Agreement; (c) require Affiliate's chief executive officer to represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Affiliation Agreement; and, (d) should rotate audit partners or firms at least every five years.
- 5.4 On a biennial basis, to commence in an Affiliate's fiscal year (commencing on or following execution of this Affiliation Agreement by Affiliate) designated by the Executive Vice President, or on an annual basis if requested in writing by the LSU Executive Vice President for good cause shown, Affiliate shall separately engage an Independent Accountant (which may be the same firm conducting its financial statement audit) to perform various procedures necessary to issue an Agreed Upon Procedures report concerning items included in the Schedule of Agreed - Upon Procedures for Verification of Affiliate Compliance (Exhibit D).
- 5.5 Affiliate shall provide to the LSU Executive Vice President within 120 days of the close of Affiliate's fiscal year: (a) its audited financial statements; and (b) its Agreed Upon Procedures report. At the request of the LSU Office of Internal Audit, Affiliate and its independent auditors shall arrange to meet with representatives from the LSU Office of Internal Audit to review written findings and/or the Agreed Upon Procedures report.
- 5.6 Affiliate shall evaluate and, where appropriate, take corrective action to remedy material and substantial audit findings. Material and substantial audit findings which have not either been

(a) resolved by management or, where appropriate, through corrective action within ninety (90) days following issuance of the annual audit, or (b) in cases where corrective action is appropriate, corrective action reasonably designed to resolve the issue has not been taken within ninety (90) days following issuance of the annual audit, shall be reported to the Audit Committee of the Board of Supervisors in writing.

- 5.7 Pursuant to a separate written Funds Management Agreement authorized and executed by University and Affiliate, University may in its discretion agree to deliver and Affiliate may agree to accept for deposit with Affiliate funds which have been donated to the University by private individuals or entities or which have been provided from the state to the University pursuant to the Board of Regents Support Fund or other programs.

## **6. Certain Disbursements and Other Transactions**

- 6.1 All disbursements by Affiliate for administrative and operating expenses shall be in accordance with policies adopted by Affiliate's Board and in accordance with its annual budget, as modified by policies and procedures adopted by Affiliate's Board. Such policies shall provide for sound and prudent business practices, the payment or reimbursement of ordinary, necessary and reasonable business expenses, and shall address the content of this Affiliation Agreement.
- 6.2 Affiliate shall not undertake the disbursements and transactions described on Exhibit B, other than transactions and disbursements involving operational and business management matters of Affiliate itself, without first obtaining a determination of acceptable University purpose from the appropriate University authority.
- 6.3 No donation requiring a determination of acceptable University purpose shall be publicized or otherwise disclosed by Affiliate prior to acceptance of any conditions or obligations by the University's Board or President of LSU in accordance with University policies and procedures.
- 6.4 Requests for a determination of acceptable University purpose shall be submitted to the President of LSU or to the Board through the President, as may be, of the campus or institution for whose benefit the action is proposed, in accordance with the procedures set forth in University procedures. Any submission shall include a specific recommendation from the President or equivalent demonstrating that the proposed transaction is in support of the University and its mission.
- 6.5 Absent exceptional circumstances and written approval by the President (or designee), supplemental compensation or benefits to a University employee shall be paid through the University, not directly by Affiliate to the employee. For purposes of this section, supplemental compensation or benefits shall mean all compensation or benefits in addition to the base university compensation and benefits approved by the Board of Supervisors for duties performed by the employee for the University. The University shall have Board of Supervisors resolution approving University employees performing classified work at affiliate.
- 6.6 To ensure compliance with La. R.S. 17:3390(F), payments of over one thousand (\$1,000) dollars for any single transaction to, or on behalf of, or to reimburse the expense of a public employee of a public higher education institution or a public employee or officer of a management board of a public higher education institution shall be periodically reviewed and

approved by the Board of Supervisors in accordance with applicable policies and procedures. Affiliate may pay or reimburse such transactions pending approval by the Board, provided that any such payments or reimbursements subsequently disapproved by the Board shall be reimbursed to the Affiliate by the public employee or officer within ninety (90) days of such disapproval.

## **7. Prohibited Expenditures, Advisory Opinions**

- 7.1 University, its employees and administrators shall not request the expenditure of funds and Affiliate shall not expend funds for any of the purposes described in section 2 of Exhibit C either directly or through reimbursement.
- 7.2 Where there is doubt about the reasonableness or validity of a proposed expenditure or transaction, or the procedure by which such expenditure or transaction should be reviewed, legal counsel for Affiliate, shall seek an advisory opinion from the President or his/her designee, through the LSU Executive Vice President. Where appropriate, the President may refer the question to the Board of Supervisors for a decision. The President may adopt guidelines to facilitate the provisions of this sub-section.

## **8. Funds Management Agreements/Commitment of University Funds**

- 8.1 With the written consent of the LSU Executive Vice President, Affiliate may enter into one or more agreements ("Funds Management Agreements") with other affiliates of the University (that is, other non-profit organizations which are recognized pursuant to University policy) so that one affiliate will manage the funds of another affiliate. In such event, the affiliate which is agreeing to manage the funds of the other affiliate shall be known as the "Funds Owner" while the affiliate transferring the funds shall be known as the "Funds Manager."
- 8.2 Unless otherwise specifically provided for in the Funds Management Agreement, the Funds Manager shall have no internal control or audit responsibilities with respect to the Funds Owner; provided, however, that the Funds Manager shall cooperate with the Funds Owner's management and auditors with respect to such matters.
- 8.3 Where Affiliate enters into a Funds Management Agreement with an organization that has not executed an Affiliation Agreement with University, such Funds Management Agreements shall:
  - 8.3.1 Require that the funds of the Funds Owner be included in either (a) the Funds Manager's annual audit conducted pursuant to La. R.S. 17:3390 or, (b) if the Funds Manager is exempt from annual audit requirements pursuant to R.S. 17:3390, an exemption certificate and a sworn financial statement in accordance with La. R.S. 17:3390D(3)(a)-(c).
  - 8.3.2 Notify the Funds Owner of the requirements of La. R.S. 17:3390(D).
- 8.4 In connection with transactions requiring the commitment of material University resources (including the transfer of the University funds), the Affiliate will enter into a written agreement outlining the structure or details of each specific transaction, excluding routine transactions;

the obligations of Affiliate, University, and any other parties; the public purpose to be achieved from such transaction; and, either a reasonable expectation that benefits to the University resulting from the transaction will equal or exceed the value of funds provided by the University or an affirmation that the value of the University funds committed to the transaction will be reimbursed, either directly or through in-kind services in accordance with the requirements of La. R.S. 17:3390(B)(3).

- 8.5 Upon written request from the LSU Executive Vice President, Affiliates that are exempt from annual audit requirements pursuant to La. R.S. 17:3390, may be required to submit a financial audit or agreed to procedures report acceptable to the University conducted in accordance with generally accepted auditing standards by an independent professional auditor or, at Affiliate's option, LSU Internal Audit personnel. In connection with any audit or agreed to procedures conducted pursuant to this section, Affiliate shall: (a) provide its auditors with a copy of this Affiliation Agreement; (b) provide its auditors with access to all documents and other information relevant to this Affiliation Agreement; and, (c) represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Affiliation Agreement.

## **9. Term and Termination**

- 9.1 This Affiliation Agreement revises and replaces previous Affiliation Agreements between University and Affiliate. It shall take effect on the date first above written, and shall continue for a period of one year. Thereafter, it shall be automatically renewed and extended for additional one-year periods unless Affiliate gives notice to terminate pursuant to the provisions of section 9.2, or University gives notice to terminate pursuant to the provisions of section 9.3. The provisions of this section shall survive any such termination.
- 9.2 Except to the extent modified by this Affiliation Agreement or a separate written agreement between Affiliate and University, either party may terminate this Affiliation Agreement without cause by providing written notice to the other party no less than six (6) months prior to the effective date of the termination.
- 9.3 Except to the extent modified by this Affiliation Agreement or a separate written agreement between Affiliate and University, University may terminate this Affiliation Agreement for cause in the event of:
- 9.3.1 Affiliate commits a material and substantial violation of the terms of this Affiliation Agreement and fails to cure such violation after being provided with at least 30 days' notice of such violation,
  - 9.3.2 Affiliate engages in or negligently allows: (a) any material and substantial misuse of Affiliate's funds, or (b) any fraudulent or other illegal activity,
  - 9.3.3 the commencement of a voluntary bankruptcy proceeding by Affiliate or the commencement of an involuntary bankruptcy proceeding against Affiliate that is not dismissed within 120 days,
  - 9.3.4 the commencement of a voluntary dissolution proceeding by Affiliate or an involuntary dissolution proceeding against Affiliate that is not dismissed within 120 days,

- 9.3.5 a transfer of the campus, institution or program supported by Affiliate to another higher education management board,
  - 9.3.6 elimination or modification of programs offered by the University such that the Affiliate is no longer deemed necessary to the University's mission or the Affiliate is no longer able to achieve its purpose(s), or
  - 9.3.7 the occurrence of any other material event or circumstance similar in nature to those described in subsections 9.3.1-9.3.6 which, in the reasonable judgment of the University, constitutes cause and remains uncured following thirty (30) days' notice to Affiliate.
- 9.4 Upon termination of this Affiliation Agreement, Affiliate shall:
- 9.4.1 Cease to use the University's name, marks or other indicia to solicit donations or for any other purpose and shall not in any way represent to alumni, contributors, and the general public that said Affiliate is affiliated with the University or authorized to raise funds for any of the colleges, schools, departments, and divisions comprising it;
  - 9.4.2 Unless otherwise directed in writing by the University or unless otherwise required pursuant to the terms of applicable law, immediately transfer to the University or another affiliate designated by the University, all public funds which Affiliate holds as a depository pursuant to the provisions of section 8.0;
  - 9.4.3 Terminate any Management Agreements entered into with other University affiliates in accordance with the terms of Section 8 of this Affiliation Agreement and immediately return any managed funds to the appropriate Managed Affiliate(s); and,
  - 9.4.4 Provide an accounting to the University of all funds, public or private, held by Affiliate within 120 days of notice of termination unless extended in writing by mutual agreement.
- 9.5 If the Affiliate's purpose is in primary support of a single campus or institution, and the necessity for termination of this Affiliation Agreement results from the transfer of the supported campus or institution to another public higher education management board ("Transferee Institution"), to the extent consistent with applicable law and prudent financial management practices, the applicable provisions of any legislation authorizing transfer of the supported campus or institution and compliance with sections 9.4.1 through 9.4.4 of this Affiliation Agreement, Affiliate may effect the termination of this Affiliation Agreement to the extent it enters into an affiliation agreement with the Transferee Institution providing for Affiliate's ability to continue its mission of supporting the same campus or institution subject to oversight by the Transferee Institution. Preceding the transfer, there shall be a review to determine whether there is any adverse impact on the University. In the event that Affiliate enters into an affiliation agreement with a Transferee Institution pursuant to the terms of this Section, the Transferee Institution and Affiliate shall agree to indemnify, defend and hold harmless University, its members, employees and agents from and against any and all claims and liabilities associated with or in any way arising out of University's association with Affiliate and Affiliate's actions or inactions (whether past, present or future).
- 9.6 Upon dissolution of Affiliate, whether dissolution is voluntary or involuntary, subject to compliance with sections 9.4 – 9.5 of this Affiliation Agreement, applicable laws and Affiliate's Articles of Incorporation and other governing documents, Affiliate shall provide for its net assets to be distributed to another nonprofit affiliated with the University as designated by the



President of LSU, unless otherwise agreed by the University and Affiliate or directed by a court of competent jurisdiction and venue, to be used as nearly as practicable in accordance with the express terms of written acts of donation, testaments, pledges and similar instruments, donor intent, Affiliate's governing documents, purposes and applicable law. This paragraph shall not prejudice the rights of creditors including, without limitation, any properly approved, valid, and enforceable financing agreements executed by Affiliate.


**10. Notices, Entire Agreement, Venue**

- 10.1 Unless otherwise provided herein, whenever any notice or demand is required or permitted under this Affiliation Agreement, such notice or demand shall be given in writing and delivered in person or by certified mail to the University, addressed to its President at 3810 West Lakeshore Drive, Baton Rouge, LA, and to Affiliate at the address shown above. Unless otherwise provided herein, such advance notice requirements and time periods designated for the performance of specific acts may be extended or waived, in writing, by the LSU Executive Vice President.
- 10.2 This Affiliation Agreement, including all exhibits, constitutes the entire agreement between the parties and shall not be amended except in writing signed by the President of University and a duly authorized officer of Affiliate. This Affiliation Agreement is not intended to and does not create any rights in third parties.
- 10.3 The parties anticipate that they will enter into separate agreements for specific projects. Where there is a conflict between the terms of this Affiliation Agreement and the terms of any separate agreement, the terms of the separate agreement shall control.
- 10.4 This Affiliation Agreement is entered into, and any action arising from this Affiliation Agreement shall be brought in, East Baton Rouge Parish, Louisiana.

**THUS DONE AND SIGNED** this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by the undersigned duly authorized representatives.

For Affiliate:

For University:

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A TO AFFILIATION AGREEMENT**  
**ANNUAL AFFILIATE COMPLIANCE CERTIFICATE**

Date\_\_\_\_\_

LSU Board of Supervisors

Attn: \_\_\_\_\_

Baton Rouge, Louisiana

Re: \_\_\_\_\_("Organization")  
Annual Compliance Certificate

Members of the LSU Board of Supervisors:

In my capacity as the Chief Executive Officer (or other authorized officer) of \_\_\_\_\_, I am writing to confirm that *after making reasonable and appropriate inquiries, to the best of my knowledge, information and belief*, the following information is true and correct as of the date of this letter:

1. The Organization is required to obtain an annual financial audit in accordance with La. R.S. 17:3390. The annual financial audit for the fiscal year ending \_\_\_\_\_, conducted by an independent auditor, has been completed and a copy was provided to the Legislative Auditor with a copy to your office by letter dated \_\_\_\_\_;

**OR**

The Organization is exempt from the annual audit requirements of La. R.S. 17:3390, and copies of the Organization's exemption certificate and sworn financial statement prepared in accordance with La. R.S. 17:3390D(3)(a)-(c), were provided to the Legislative Auditor with a copy to your office by letter dated \_\_\_\_\_;

2. The Organization's annual tax return for the \_\_\_\_\_ tax year was completed and filed with IRS on \_\_\_\_\_ and a copy was delivered to your office by letter dated \_\_\_\_\_;

**OR IF APPLICABLE**

The Organization has requested an extension through \_\_\_\_\_ within which to file its annual tax return for the \_\_\_\_\_ tax year, and a copy of the return will be provided to your office upon filing;

3. A complete list of all active corporate affiliates and subsidiaries of the Organization as of this date and the purpose for which such entities have been formed is attached to this certificate as Schedule "1";

4. A complete list of all “managed organizations” as defined in the Affiliation Agreement, managed by the Organization is attached to this certificate as Schedule “2”;
5. A current list of the Organization’s officers and directors is attached to this certificate as Schedule “3”;
6. A copy of the Organization’s Articles of Incorporation and Bylaws are on file with and copies of any proposed amendments have been provided to the Executive Vice President;
7. The Organization is registered as a Louisiana nonprofit entity and it remains exempt from taxation in accordance with Sections \_\_\_\_\_ of the Internal Revenue Code;
8. The Organization has taken all necessary action, including any filings required by the Louisiana Secretary of State and other authorities, to maintain its corporate existence and its tax-exempt status;
9. A preliminary list, which is subject to confirmation by your office, showing the type of any housing, personnel, and other support provided to Affiliate by University during the previous fiscal year pursuant to the provisions of La. R.S. 17:3390(B)(3), including (i) amount and location of any space or facilities provided, (ii) number of personnel provided, and (iii) a listing of the type of any other services provided to Affiliate by University is attached to this certificate as Schedule “4”;
10. As detailed in Schedule “5” to this certificate, during the previous fiscal year, (i) subject to confirmation by your office, our records indicate that the total amount paid in cash to University as direct reimbursement for housing, personnel and other support was \$\_\_\_\_\_, and (ii) subject to confirmation by your office, our records indicate that the total dollar value of all property provided to the University together with all expenditures made in support of the University (exclusive of costs for personnel employed solely by and for the benefit of Affiliate, facilities occupied solely by Affiliate and other Affiliate overhead and administrative costs), which amount shall be considered “in-kind” reimbursement for purposes of La. R.S. 17:3390(b)(3), was \$\_\_\_\_\_;
11. The Organization maintains and enforces a policy on conflicts of interest as well as other policies procedures and internal controls required for the conduct of its business in accordance with applicable law, the terms of the Affiliation Agreement, applicable University policies and procedures and best practices for similar nonprofit organizations;
12. Except as specifically provided for under the circumstances described in Sections 6 and 7 of the Affiliation Agreement or previously disclosed in writing to the Executive Vice President, the Organization has not engaged in any prohibited transactions or made any prohibited expenditures over the last fiscal year;
13. Except as previously disclosed in writing to the Audit Committee of the Board of Supervisors, the Organization resolved or will resolve any material and substantial audit findings within

90 days of the issuance of its annual audit in accordance with Affiliation Agreement Section 5.4;

14. The Organization has provided a copy of its current Affiliation Agreement and access to all documents and other information relevant to the Affiliation Agreement to its independent auditors, if applicable, for use in the evaluation of our internal controls and determining compliance with the Affiliation Agreement in connection with transactions reviewed by the auditors in the course of their work. The Organization has represented to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of the Affiliation Agreement; and,
15. A copy of the Agreed Upon Procedures report described in Section 5.4 and Exhibit D was provided to your office by letter dated \_\_\_\_\_.

Sincerely,

\_\_\_\_\_

Name:

Title:

**Schedule 1 to Annual Affiliate Compliance Certificate**  
**List of Corporate Affiliates and Subsidiaries and Purposes of Such Entities**

**Name of Entity**

**Type of Entity and Purpose**

**Schedule 2 to Annual Affiliate Compliance Certificate**  
**List of "Managed Organizations"**

**Name of Entity**

**Type of Entity and Purpose**

**Schedule 3 to Annual Affiliate Compliance Certificate**  
**List of "Affiliate's Officers and Directors"**

**Schedule 4 to Annual Affiliate Compliance Certificate**

**List of Housing, Personnel, and Other Support Provided to Affiliate by University**

**Schedule 5 to Annual Affiliate Compliance Certificate**

**List of Support Provided by Affiliate to the University**

**EXHIBIT B TO AFFILIATION AGREEMENT**  
**TRANSACTIONS REQUIRING A DETERMINATION OF APPROPRIATE UNIVERSITY PURPOSE**

1. Unless involving operational and business management matters of Affiliate itself, Affiliate shall not undertake the following transactions and disbursements without first obtaining a determination of acceptable University purpose by the President or his designee unless (i) approval by the University's Board is required by the Board's by-laws or applicable law, or (ii) the President, in the exercise of his discretion determines that consideration of the matter at issue by the University's Board is appropriate:
  - A. Knowingly accepting any donation which either: contains a condition or imposes or purports to impose an obligation on the University, the fulfillment of which would require the University to undertake actions not previously taken or approvals not previously granted by the University in accordance with applicable policies and procedures without an express written provision indicating that the acceptance by Affiliate is conditioned on the acceptance of the conditions or obligations by the University's Board or President in accordance with University policies and procedures and the terms of this Affiliation Agreement;
  - B. Accepting any donation of immovable property intended to be (a) retained by the Affiliate, rather than liquidated within a reasonable period of time, or (b) leased or otherwise occupied by a component of the University;
  - C. Purchasing any immovable property with a fair market value of \$500,000 or more, except property which will serve as the primary location of Affiliate's administrative offices; provided that this shall not prohibit decisions by Affiliate's Board relating to reasonable and prudent investments for the Affiliate's benefit;
  - D. Selling, donating, or otherwise transferring any immovable property which was acquired for use by the University, without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;
  - E. Leasing any immovable property, facility, or portion of a facility which is expected to be occupied by the University for a period of one year or longer without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;
  - F. Creating a legal entity as a subsidiary or component of Affiliate without providing at least thirty (30) days advance written notice (unless a shorter period for the notice is approved in writing by the Executive Vice President) to the LSU Executive Vice President. If any such legal entities are created, affiliate shall either: (i) if available, present the financial activities of each such subsidiary in discrete schedules attached to Affiliate's financial statements, or (ii) if such discrete schedules are not available, provide University with copies of the tax returns of each such subsidiary.
  
2. The following disbursements and transactions require approval in accordance with policies and procedures mutually agreed to by University and Affiliate:
  - A. Reasonable moving expenses and reasonable relocation expenses of a University employee covered by PM 13; and,

**B. Reasonable travel, moving, relocation, entertainment, educational benefits or reimbursements may be paid to a University employee (or authorized traveler). Such payments may be made for such expenses within and above state limits when specifically approved by appropriate University administrators in accordance with University policy. Pending further specification of University policy, such expenses require approval of the employee's dean, vice chancellor or other equivalent administrative official, or their designee.**

**3. Contracts (or other agreements, including employment agreements) and subsequent amendments between Affiliate and a University employee shall comply with the University's PM-11 process.**

**EXHIBIT C TO AFFILIATION AGREEMENT PROHIBITED**  
**EXPENDITURES**

1. Submission of a written request for reimbursement or direct payment of an expense by or on behalf of a University employee shall constitute a **good faith** representation by the University employees and administrators whose signatures appear on such request that (a) the Affiliate's expenditure of funds as requested is consistent with applicable University policies, applicable law and the terms of this Affiliation Agreement, and (b) where expenditures involve the disbursement of donor restricted funds, that the **purpose for which the expenditure has been requested** is consistent with donor intent. For purposes of evaluating Affiliate's compliance with the terms of this Affiliation Agreement, Affiliate may **reasonably** rely upon such representations.<sup>1</sup>
  
2. University, its employees and administrators shall not request the expenditure of funds, and Affiliate shall not expend funds for any of the following purposes, either directly or through reimbursement:
  - A. Solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business), unless approved in accordance with section 2 of Exhibit B and section 6.3 of the Affiliation Agreement;
  - B. For any fines, penalties, or forfeitures of a University employee;
  - C. For any gift which is represented to be personally from a University employee in his or her personal capacity;
  - D. For political contributions, including payments to political action committees;
  - E. For any expense or reimbursement which would create, under all the circumstances, a reasonable conclusion that the expenditure is either (i) lavish or extravagant, or (ii) the benefit to the individual University employee outweighs the benefit to the University;
  - F. Where payment of the expenditure would violate the Louisiana Code of Ethics;
  - G. For any purpose other than as authorized in the Affiliation Agreement or through written amendment or clarification of this Affiliation Agreement signed by both Affiliate and the President of University,
  - H. For any purpose which is not consistent with Affiliate's tax exempt mission and the purpose(s) stated in section 1.1 of the Affiliation Agreement.
  - I. Any purpose that would result in a finding that either (i) Affiliate is being operated for the benefit of private interests, or (ii) Affiliate has permitted its net earnings to inure to the benefit of any private shareholder or individual, in violation of applicable provisions of the Internal Revenue Code as amended.

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<sup>1</sup> The concept of "reasonable reliance" as applied to Affiliate's review of requests for expenditures submitted by the University or University personnel permits Affiliate to rely on an implied representation that such requests are consistent with University policies and procedures and the terms of this Affiliation Agreement, except where, for example:

(a) Affiliate has knowledge of facts indicating that representations implied in the request are not accurate, or (b) necessary documentation has not been submitted to support the request, or (c) documentation submitted in connection with the request is incomplete, inconsistent or inaccurate on its face.



**EXHIBIT D TO AFFILIATION AGREEMENT**  
**SCHEDULE OF AGREED-UPON PROCEDURES**  
**For**  
**AFFILIATE VERIFICATION OF COMPLIANCE**  
**WITH AFFILIATION AGREEMENT**

Independent Accountants retained by Affiliates will issue an Agreed Upon Procedures report regarding findings based on the following:

1. Confirm that Affiliate maintains a written policy regarding the handling and resolution of audit findings, audit exceptions, and any misuse of funds by observing a copy of such policy. The policy shall require that any unresolved issues be reported to the Audit Committee of the LSU Board of Supervisors consistent with Sub-section 5.6.
2. Confirm that Affiliate's governing board has established and implemented policies governing conflicts of interest by observing a copy of such policy.
3. Obtain an understanding of the internal controls in place over cash disbursements and expenditures for the period in question. On a sample of items, inspect written evidence of the internal controls and support for each transaction to determine if Affiliate has designed and implemented procedures related to the following Affiliation Agreement provisions:
  - Supplemental compensation or benefits, as defined in section 6.5 of the Affiliation Agreement paid directly to a University employee has written approval by the Chancellor or equivalent and the President of LSU.
  - Payments made to or on behalf of University employees for travel, moving, relocation, entertainment, educational benefits, and other reimbursements have been approved by the employee's dean, vice chancellor, or other equivalent administrative official approval in accordance with policies and procedures mutually agreed to by University and Affiliate.
  - Payments for moving and relocation expenses of University employees covered by PM 13 have been approved in accordance with policies and procedures mutually agreed to by University and Affiliate.
  - Payments have not been made for expenses that are solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business) unless approved in accordance with Section 2 of Exhibit B and Section 6.3 of the Affiliation Agreement.
  - Fines, forfeitures or penalties of University employees have not been paid by the Affiliate.

- Gifts represented to be personally from a University employee in his or her personal capacity have not been made by the Affiliate nor has any University employee been reimbursed for the purchase of such a gift.
- Political contributions which are prohibited by applicable Internal Revenue Service Regulations or state law have not been made or reimbursed.
- Funds have not been disbursed in connection with contracts (or other agreements including employment agreements) between the Affiliate and a University employee unless recommended by the Chancellor (or equivalent) and approved by the LSU President or the Board of Supervisors.
- Funds have been not disbursed for any purpose which is not consistent with Affiliate's tax-exempt mission and the purpose(s) stated in section 1.1 of the Affiliation Agreement.
- Funds have not been disbursed for any purpose that would result in a finding that either (i) Affiliate is being operated for the benefit of private interests, or (ii) Affiliate has permitted its net earnings to inure to the benefit of any private shareholder or individual, in violation of applicable provisions of the Internal Revenue Code as amended.

The proposed sample size will be provided to the LSU Executive Vice President for review and comment at least 15 days prior to the engagement. Unless otherwise mutually agreed to by Affiliate and the Executive Vice President for good cause shown, the sample size shall not exceed the fewer of 10% of Affiliate's annual transactions or 50 transactions.

4. Obtain a written representation from the Affiliate that, in accordance with Section 5.3 of the Affiliation Agreement, Affiliate has (a) provided the Auditor with a copy of its current Affiliation Agreement including any amendments thereto; (b) provided the Auditor with access to all documents and other information relevant to the Affiliation Agreement; and, (c) represented to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of the Affiliation Agreement.

Stephenson Technologies Corporation  
INDIVIDUAL AFFILIATION AGREEMENT

A limited number of Louisiana State University (LSU) Employees require Cognizant Security Agency security clearances for the performance of certain classified contracts to be held by Stephenson Technologies Corporation (STC) or certain classified contracts held by LSU where the classified work is scoped and approved by the federal awarding agency to be performed at STC. National Industrial Security Program (NISP) security guidelines require the LSU Employees assigned to perform classified work at STC be affiliated with STC either as paid employee of STC (Form W-2) or a contractor/consultant of STC (Form 1099).

The conditions and limitations set forth below are for the individual LSU Employee's Affiliate Appointment with STC.

STC Affiliate (LSU Employee) Name: \_\_\_\_\_

LSU Title / Position: \_\_\_\_\_

LSU Department / College: \_\_\_\_\_

Limited Term of Appointment (1 Year): \_\_\_\_\_

1. This Affiliate appointment is granted to LSU employees who provide academic service to the University, hold or able to hold U.S. Government issued personal security clearances and are involved in classified work to occur at STC's cleared facility.
2. Affiliate is expected to continue to be an active member and contributor to his/her LSU department by engaging in normal LSU job responsibilities.
3. Affiliate will be paid by STC at an hourly rate commensurate to the affiliates LSU rate. Affiliate will submit PM-11 Outside Employment and Significant Financial Interest disclosures as required by LSU.
4. Where Affiliate's time commitment is expected to support STC on Classified contracts, funds will be paid directly to the affiliate per current federal regulations. LSU will...
5. Affiliate shall continue to adhere to LSU Bylaws and Regulations, including the obligation to assign rights in LSU Intellectual Property to LSU. Any intellectual property developed by the Affiliate while performing classified work with STC may be considered LSU Intellectual Property. Any questions regarding Chapter VII of the LSU Bylaws and Regulations should be directed to the LSU Office of Innovation & Technology Commercialization.
6. This Individual Affiliate Agreement may be renewed for subsequent term(s) when there is a contract which requires the LSU Employee to perform classified work at STC's cleared facility for more than one year.
7. Affiliate is not entitled to any STC benefits.

Stephenson Technologies Corporation  
INDIVIDUAL AFFILIATION AGREEMENT

APPROVAL SIGNATURES:

**Louisiana State University (LSU)**

LSU Employee/ STC Affiliate

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name/Title*

\_\_\_\_\_  
*Date*

LSU Department Chair

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name/Title*

\_\_\_\_\_  
*Date*

LSU Dean/Director

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name/Title*

\_\_\_\_\_  
*Date*

**Stephenson Technologies Corporation (STC)**

STC Authorized Representative

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name/Title*

\_\_\_\_\_  
*Date*



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## Board of Supervisors

### PROPERTY & FACILITIES COMMITTEE

BOARD OF SUPERVISORS MEETING | APRIL 21, 2023



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## Board of Supervisors

### Request from LSU A&M to Authorize a Lease with the U.S. General Services Administration for Space in the School of Veterinary Medicine

**Date:** April 21, 2023

#### 1. Bylaw Citation

Pursuant to Article VII, Section 1

E. Lease of Immovable Property

#### 2. Summary of Matter

The Health Resources & Services Administration (HSRA) has leased office and lab space from the LSU School of Veterinary Medicine for the past 30 years, for its National Hansen's Disease Program (NHDP).

This space is used to support research in diagnosis, transmission, prevention, and treatment of Hansen's Disease. The causative agent of Hansen's Disease is *Mycobacterium leprae*, an acid-fast, Gram positive bacterium. *M. leprae* is non-cultivable on laboratory medium and must be grown in animal models. Recently, a second bacterium that can cause Hansen's Disease, *M. lepromatosis*, has been identified.

The Laboratory Research Branch of the NHDP has developed and implemented many of the newer sophisticated molecular biology tools used today to study Hansen's Disease. It plays an integral role in NHDP's quest for a more complete understanding of Hansen's Disease and the translation of basic research findings into an internationally coordinated program designed to improve diagnosis and treatment.

The NHDP Laboratory Research Branch has unique expertise in the propagation of leprosy bacilli, including the only colony of *M. leprae*-infected armadillos in the world. It conducts essential research for global diagnosis and treatment of this disease.

Under the terms of the agreement the U.S. government agency will occupy approximately 16,950 square feet of building space.

#### 3. Review of Business Plan

The primary purpose of the leasing arrangement was and remains to generate revenue to support the LSU School of Veterinary Medicine. The old lease is expiring, and federal regulations required a new lease for the NHDP to continue to occupy the space. The proposed new lease agreement term is for 9 years, with 2.5 years (30 months) firm (that is, after 30 months, the government can choose to terminate the lease early, with 2 years notice). The lease is for 16,950 rentable square feet. As part of the lease, LSU is agreeing to make certain improvements to the building and maintain the HVAC sufficiently to keep the space within certain temperature and humidity conditions. The Vet School expects these minor costs to easily covered by the rental income.

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

The lease agreement will be for \$897,475 annually with a monthly payment of \$74,789. Over the 9 year agreement the expected amount to be received is approximately \$8,077,283. Beginning the second year of the lease there will be annual adjustments based on the percent of change in the Cost-of-Living index.

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

Not applicable. LSU is authorized to lease the space, without bid, pursuant to the University Leasing Statute, R.S. 17:3361 et seq., because the lessee is a public entity.

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

The federal General Services Administration (GSA) administers the leasing program for all leases of space to the federal government. The standard federal lease required by the GSA has been reviewed by the Office of General Counsel.

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

LSU, HSRA, GSA, National Hansen's Disease Program

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

None.

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

None known.

#### **10. Attachments**

1. Transmittal Letter
2. 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 lease with the U.S. Government, General Services Administration, to occupy space in the LSU School of Veterinary Medicine, 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.



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## CAMPUS CORRESPONDENCE

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**To:** William F. Tate IV, LSU President

**Date:** March 28, 2023

**Through:** Kimberly Lewis, Executive Vice President &  
Chief Administrative Officer

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

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

A handwritten signature in blue ink, appearing to be 'P. H. Martin', is written over the 'From:' field.

**Re:** Board of Supervisors Agenda, April 21, 2023  
Request from LSU A&M to Authorize a Lease with the U.S. General Services Administration  
for Space in the School of Veterinary Medicine

This request will authorize the LSU President or his designee to execute a lease with the U.S. General Services Administration for the Health Resources & Services Administration to occupy space in the LSU School of Veterinary Medicine and provides for 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.

I recommend that this item be included on the agenda for the April 21, 2023 LSU Board of Supervisors meeting.



**LEASE NO. GS-07P-LLA00917**  
**BUILDING NO. LA1508ZZ**

Global Lease  
GSA TEMPLATE L100 (01/2022)

A. This Lease is made and entered into between

**Lessor's Name: Louisiana State University**

(Lessor), whose principal place of business is **202 Himes Hall, Baton Rouge, LA 70803 - 0001** and whose interest in the Property described herein is that of Fee Owner, and The United States of America (Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

B. Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**LSU School of Veterinary Medicine, Skip Bertman Drive, Baton Rouge, LA 70803-8402**

and more fully described in Section 1 and Exhibit **A**, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

**C. LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning upon **December 1, 2022**, as required by this Lease and continuing for a period of

**9 Years, 2.5 Years (30 months) Firm,**

subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

**FOR THE LESSOR:**

**FOR THE GOVERNMENT:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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## SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

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### 1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

A. Office and Related Space: **16,950** rentable square feet (RSF), yielding **16,950** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **3rd** floor(s) of the building and a stand alone building known as the vivarium, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **1.00** percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

### 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: **24** parking spaces as depicted on the plan attached hereto as Exhibit **B**, reserved for the exclusive use of the Government, of which **0** shall be structured/inside parking spaces, and **24** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the building, and (3) use of all building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

**1.03 RENT AND OTHER CONSIDERATION (OCT 2021)**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON-FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$701,899.50	\$701,899.50
OPERATING COSTS <sup>2</sup>	\$ 195,576.41	\$ 195,576.41
<b>TOTAL ANNUAL RENT<sup>3</sup></b>	<b>\$897,475.91</b>	<b>\$897,475.91</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$41.41 per RSF multiplied by the RSF stated under Paragraph 1.01  
 (Non-Firm Term) \$41.41 per RSF multiplied by the RSF stated under Paragraph 1.01

<sup>2</sup>Operating Costs rent calculation: \$11.53 (rounded) per RSF multiplied by the RSF stated under Paragraph 1.01

<sup>3</sup>Total Annual Rent does not reflect reduction for free rent (if applicable). See subparagraph C below.

E. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **16,950** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

F. If the Government leases the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days leased for that month.

G. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated.

H. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

I. For succeeding Leases with an incumbent Lessor where the Government is currently in occupancy and possession of the leased Premises and where the Lease requires the Lessor to perform alterations using either the TIA or BSAC, the amortized tenant improvement rent and/or BSAC rent will not commence until the alterations are complete and accepted by the Government. Upon acceptance of these improvements, the Government will commence payment of the tenant improvement and/or BSAC rent as stipulated under the Lease, in addition to payment of the tenant improvement and/or BSAC rent for the period starting from the Lease Term Commencement Date to the date of tenant improvements/BSAC acceptance by the Government (such rent payment will not include any additional interest). Alternatively, the Government may elect to re-amortize the tenant improvements/BSAC over the remaining Firm Term of the Lease, at the amortization rate stipulated in the Lease. In the event the Government does not use all the TIA or BSAC, then the rental payments will be adjusted in accordance with the provisions of the Lease (e.g., de-amortization).

**1.04 TERMINATION RIGHTS (OCT 2016)**

The Government or Lessor may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than **two (2) years** prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

**1.05 RENEWAL RIGHTS (OCT 2016) INTENTIONALLY DELETED**

**1.06 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2021)**

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	2	A
PARKING PLAN(S)	1	B
GSA FORM 3517B GENERAL CLAUSES	17	C
AGENCY REQUIREMENTS	3	D

**1.07 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)-INTENTIONALLY DELETED**

**1.08 TENANT IMPROVEMENT FEE SCHEDULE (OCT 2020)-INTENTIONALLY DELETED**

**1.09 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)-INTENTIONALLY DELETED**

**1.10 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)-INTENTIONALLY DELETED**

**1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2021)**

A. As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **2.92** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **16,950** RSF by the total Building space of **580,010** RSF. The tax parcel number is xx.

B. All relevant tax adjustment documentation (e.g., copies of paid tax receipts, invoices) must be submitted online via the GSA Real Estate Tax Portal at [RET.GSA.GOV](http://RET.GSA.GOV) or a successor portal.

**1.12 REAL ESTATE TAX BASE (SEP 2013)-INTENTIONALLY DELETED**

**1.13 OPERATING COST BASE (OCT 2016)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$11.53 (rounded)** per RSF.

**1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)**

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$0.00** per ABOA SF of Space vacated by the Government.

**1.15 HOURLY OVERTIME HVAC RATES (OCT 2016)-INTENTIONALLY DELETED**

**1.16 ADJUSTMENT FOR REDUCED SERVICES (OCT 2018)-INTENTIONALLY DELETED**

**1.17 BUILDING IMPROVEMENTS (MAR 2016)**

A. Vivarium – refer to Exhibit A of this Lease

- a. Within 45 calendar days following Lease Award, the Lessor agrees at no cost to the Government to test and balance the HVAC of the Vivarium.
- b. Temperature within the Vivarium is to be maintained at 68 to 74 degrees Fahrenheit, and the humidity should not exceed 60%.

**1.18 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)-INTENTIONALLY DELETED**

**1.19 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2021)**

Lessor's Unique Entity Identifier (UEI)

UEI-SAM: **ECQEYCHRNKJ4**

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## SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

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### 2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF- 10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/ BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises:  $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$ .
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

**2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)**

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

**2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018)**

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$250,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

**2.04 WAIVER OF RESTORATION (OCT 2021)**

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

- a) waste, or,
- b) damages, or restoration arising from or related to:
  - (1) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
  - (2) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

**2.05 PAYMENT OF BROKER (OCT 2021) INTENTIONALLY DELETED**

**2.06 CHANGE OF OWNERSHIP/NOVATION (OCT 2021)**

A. If during the term of the Lease, title to the Property is transferred or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected.

C. If title to the Property is transferred, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease that have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM. In addition, for leases FSL III or above, the Transferee must also complete 552.270-33 Foreign Ownership and Financing Representation for High Security Leased Space. This representation must be completed annually.

G. If title to the Property is transferred, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall commence on the effective date of the Lease Amendment incorporating the Novation Agreement. The Lease Amendment will not be issued until the Government has received all information reasonably required by the LCO, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. The original Lessor must maintain an active registration in SAM until the Novation process is complete.



## 2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this

Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

Tax Appeals. If the Government occupies more than 50 percent of the building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

## **2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2017)**

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space.

C. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

## **2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)**

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost-of-Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost-of-Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost-of-Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost-of-Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

**2.10 ~~ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)-INTENTIONALLY DELETED~~**

**2.11 ~~RELOCATION ASSISTANCE ACT (APR 2011) INTENTIONALLY DELETED~~**

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## SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

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### 3.01 ~~LABOR STANDARDS (JAN 2022) INTENTIONALLY DELETED~~

### 3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

### 3.03 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (OCT 2019)

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. Unless waived by the LCO, the Lessor shall submit a reuse plan for leases 10,000 RSF or greater. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

### 3.04 ~~CONSTRUCTION WASTE MANAGEMENT (OCT 2024) INTENTIONALLY DELETED~~

### 3.05 WOOD PRODUCTS (OCT 2019)

A. Particle board, strawboard, and plywood materials used shall be free of formaldehyde or sufficiently aged prior to use such that indoor air levels in the finished leased space shall not exceed 0.016 parts per million (ppm) of formaldehyde.

B. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

C. For leases 10,000 RSF or greater, new installations of wood products shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at [HTTP://WWW.WOOD-DATABASE.COM/WOOD-ARTICLES/RESTRICTED-AND-ENDANGERED-WOOD-SPECIES/](http://www.wood-database.com/wood-articles/restricted-and-endangered-wood-species/) or [HTTPS://WWW.FWS.GOV/INTERNATIONAL/PLANTS/CURRENT-CITES-LISTINGS-OF-TREE-SPECIES.HTML](https://www.fws.gov/international/plants/current-cites-listings-of-tree-species.html). In addition, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States ([HTTPS://US.FSC.ORG/EN-US](https://us.fsc.org/en-us)), or the Sustainable Forestry Initiative ([HTTP://WWW.SFIPROGRAM.ORG/](http://www.sfiprogram.org/)).

### 3.06 ADHESIVES AND SEALANTS (OCT 2019)

A. All adhesives employed (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no heavy metals, and that do not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

B. For leases 10,000 RSF or greater, the Lessor is encouraged to use applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement) and <https://sftool.gov/greenprocurement/green-products/8/miscellaneous/1238/adhesives/0>.

### 3.07 BUILDING SHELL REQUIREMENTS (OCT 2016)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the building.

### 3.08 ~~RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012) INTENTIONALLY DELETED~~

### 3.09 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

### **3.10 VESTIBULES (OCT 2020)**

Vestibules shall be provided at public entrances wherever entry to the Space is directly from the outside. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure. For measurement purposes, vestibules are considered building support space and not ABOA.

### **3.11 MEANS OF EGRESS (MAY 2015)**

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

### **3.12 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)**

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

### **3.13 FIRE ALARM SYSTEM (SEP 2013)**

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3<sup>rd</sup> floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

### **3.14 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)**

A. Energy-related Requirements:

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

b. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and

(ii) Obtain and publicly disclose the building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

- I. That are located in States with privacy laws that provide those utilities shall not provide such aggregated information to multitenant building owners; and
- II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
- III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

B. Hydrology-related Requirements:

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

a. For the purposes of applying EISA Section 438 in this Lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

**3.15 ELEVATORS (OCT 2020)**

A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators that were in effect based on the elevator installation date code year. Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

### 3.16 BUILDING DIRECTORY (OCT 2021)

A directory listing the Government agency shall be provided in the Building lobby. The directory must be acceptable to the LCO.

### 3.17 ~~FLAGPOLE (SEP 2013)~~ INTENTIONALLY DELETED

### 3.18 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

### 3.19 ACCESSIBILITY (FEB 2007)

The building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

### 3.20 CEILINGS (OCT 2019)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 9 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.
2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. For leases 10,000 RSF or greater, newly installed tiles or panels shall meet applicable, statutory environmentally preferable criteria related to biobased content as outlined under the Green Procurement Compilation at <https://sftool.gov/greenprocurement> and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1732/acoustical-ceiling-tiles/0?addon=False>.
3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

### 3.21 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy

duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

### **3.22 DOORS: IDENTIFICATION (APR 2011)**

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

### **3.23 WINDOWS (OCT 2020)**

A. Office Space shall have windows in each exterior bay unless waived by the LCO.

B. All exterior window assemblies shall be weather resistant and water tight. Operable windows that open shall be equipped with secure latches. Off-street, ground-level windows and those accessible from adjacent roofs and other structures that can be opened must be fitted with a secure latch. Windows intended for use as a secondary means of egress must be operable from the egress side (e.g., inside) of the Building without the use of a key, tool, or special knowledge or effort for operation from the egress side.

### **3.24 PARTITIONS: GENERAL (OCT 2019)**

Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO.

### **3.25 PARTITIONS: PERMANENT (OCT 2019)**

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date.

### **3.26 INSULATION: THERMAL, ACOUSTIC, AND HVAC (OCT 2019)**

A. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

B. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

C. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

D. All insulation shall contain low emitting volatiles and not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde.

E. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

F. For leases 10,000 RSF or greater, all insulation products shall meet applicable, statutory environmentally preferable criteria related to recovered material content as outlined in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement/green-products/1/construction-materials/22/building-insulation/0) and <https://sftool.gov/greenprocurement/green-products/1/construction-materials/22/building-insulation/0>.

### **3.27 WALL FINISHES – SHELL (SEP 2015)**

A. All restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the Government.

B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

### **3.28 PAINTING – SHELL (OCT 2019)**

A. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.



C. For leases 10,000 RSF or greater, primer shall meet applicable, statutory environmentally preferable criteria related to biobased and recovered material content as outlined in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement/green-products/3/building-finishes/1338/paint/0?addon=False) and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1338/paint/0?addon=False>.

**3.29 FLOORS AND FLOOR LOAD (OCT 2019)**

A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

**3.30 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)**

A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.

B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.

C. Any alternate flooring must be pre-approved by the LCO.

D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

**3.31 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)**

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

**3.32 BUILDING SYSTEMS (APR 2011)**

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this Lease.

**3.33 ELECTRICAL (OCT 2019)**

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. The electrical distribution panels enclosed in the electrical room shall include single-phase 120/240 volt or 3-phase 120/208-volt service for leased spaces under 10,000 RSF; 3-phase 120/208 volt service for leased spaces between 10,000 and 25,000 RSF; and 3-phase 277/480 volt and 3-phase 120/208 volt service for leases spaces over 25,000 RSF. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

**3.34 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012) INTENTIONALLY DELETED~~**

**3.35 PLUMBING (JUN 2012)**

The Lessor shall include the cost of plumbing in common areas. Hot and cold-water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

**3.36 DRINKING FOUNTAINS (OCT 2018)**

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations.

The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

**3.37 RESTROOMS (OCT 2021)**

A. If this Lease is satisfied by new construction or by renovations that include the construction of restrooms, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the schedule below. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space, allocated as 50% women and 50% men. If future renovations requiring restroom construction occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

ESTIMATED NUMBER OF EACH GENDER PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
<b>Above 135</b>			<b>3/40</b>	<b>1/24</b>	<b>1/20</b>	<b>1/40</b>	<b>1/30</b>

B. If no new construction of a restroom is occurring, at a minimum, separate restroom facilities for men and women shall be provided with sufficient fixtures (water closets, sinks and urinals), in accordance with local code or ordinances.

C. Each restroom shall have water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open. These facilities shall be located on each floor occupied by the Government in the Building and shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms.

D. Restrooms must meet ABAAS requirements as stated under this Lease.

E. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold the equivalent of at least two standard-sized rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. Newly installed restroom partitions shall be made from recovered materials as listed in EPA's CPG.

**3.38 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2019)**

For leases 10,000 RSF or greater, the specifications listed below apply:

1. New installations of plumbing fixtures,
  2. Replacement of existing plumbing fixtures, or
  3. Existing non-conforming fixtures where the Government occupies the full floor.
- A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.
- B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
- C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at [HTTP://WWW.EPA.GOV/WATERSENSE/](http://www.epa.gov/watersense/).

**3.39 JANITOR CLOSETS (SEP 2015)**

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

### **3.40 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2021)**

A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

B. Areas having excessive heat gain or heat loss or affected by solar radiation at different times of the day, shall be independently controlled.

C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality that corresponds with how the HVAC system was designed to perform. At a minimum, Lessor must meet ASHRAE Standard 62.1-2004.

F. For all refrigerant-containing equipment with over 50 pounds of ozone-depleting substances (including chlorofluorocarbons- CFCs or hydrochlorofluorocarbons- HCFCs), the Lessor shall comply with the U.S. Environmental Protection Agency (EPA)'s Significant New Alternative Policy (SNAP) Program for acceptable substitutes and alternatives to ozone-depleting substances when equipment is replaced, comes to its end of useful life, or when newly purchased. Upon request, the Lessor must provide to the Government the type of refrigerant used in chillers and HVAC systems, and the date by which the Lessor plans to replace ozone depleting substances with acceptable refrigerant substitutes in accordance with EPA's SNAP program.

G. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the ANSI/ASHRAE Standard 62.1 version referenced in sub-paragraph E above. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at <HTTPS://WWW.EPA.GOV/GREEN-BOOK>.

H. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

### **3.41 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)**

A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

### **3.42 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)**

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

### 3.43 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2020)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. INTERIOR FIXTURES: High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. LIGHTING LEVELS: Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY:

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. DAYLIGHTING CONTROLS: If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in workspaces.

E. OCCUPANCY/VACANCY SENSORS: The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shut down the building at the end of the workday.

F. BUILDING PERIMETER:

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

G. PARKING STRUCTURES: The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

H. PARKING SENSORS: If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non-use. This non-use time period will normally be from 11:00 pm to 6:00 am.

I. EXTERIOR POWER BACKUP: Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the building.

J. VIDEO SURVEILLANCE SYSTEM (VSS): Lighting shall be provided in such a manner to adequately support VSS operations, and not limit or preclude adequate fields of view.

### 3.44 ACOUSTICAL REQUIREMENTS (JUN 2012)

A. Reverberation Control. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.

C. Noise Isolation. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40

Offices: NIC 35

D. Testing. The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

**3.45 SECURITY FOR NEW CONSTRUCTION (AUG 2024) INTENTIONALLY DELETED**

**3.46 SEISMIC SAFETY FOR NEW CONSTRUCTION (OCT 2020) INTENTIONALLY DELETED**

**3.47 FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015) INTENTIONALLY DELETED**

**3.48 GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016) INTENTIONALLY DELETED**

**3.49 GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016) INTENTIONALLY DELETED**

**3.50 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2021)**

A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

D. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by ANSI/ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.

E. Flush-Out Procedure:

1. For leases 10,000 RSF or greater:

i. HVAC flush-out shall commence after construction ends and the building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.

ii. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.

iii. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

iv. The Lessor shall provide a signed statement explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period.

2. For leases less than 10,000 RSF, the Lessor shall sufficiently flush-out or ventilate the area(s) following construction and prior to occupancy in order to remove any detectable odors or visible dust related to the work.

**3.51 SYSTEMS COMMISSIONING (OCT 2021)**

A. The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. These systems include, at a minimum, heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems. The commissioning shall cover work associated with TIs or alterations. In instances involving minimal improvements, recommissioning is required to ensure that the systems are operating properly. In the event the Government exercises a renewal option, recommissioning is required within 60 days after the exercising of the option.

B. The Lessor shall submit a written commissioning plan prior to completion of DIDs. In instances involving minimal improvements not requiring DIDs, the plan is due within 60 days prior to Space acceptance. The plan shall include:

1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and

2. A description of how commissioning requirements will be met and confirmed.

**3.52 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)**

A. Environmental Due Diligence

Lessor is responsible for performing all necessary “response” actions (as that term is defined at 42 U.S.C. § 9601(25) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) with regard to all “recognized environmental conditions,” as that term is defined in ASTM Standard E1527-13, as such standard may be revised from time to time. This obligation extends to any contamination of the Property where such contamination is not attributable to the Government. Lessor must provide the Government with a summary report demonstrating completion of all required response actions prior to Substantial Completion. Any remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state, and local laws and regulations.

B. National Environmental Policy Act

The National Environmental Policy Act regulations provide for analyzing proposed major federal actions to determine if there are ways to mitigate the impact of the proposed actions to avoid, minimize, rectify, reduce, or compensate for environmental impacts associated with such actions. Where the Government has determined that any or all these mitigation measures should be or must be adopted to lessen the impact of these proposed actions, Lessor must incorporate all mitigation measures identified and adopted by the Government in the design and construction drawings and specifications. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease are the sole responsibility of Lessor.

**3.53 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS – LEASE (SEP 2014) INTENTIONALLY DELETED**

**3.54 DESIGN EXCELLENCE – LEASE (OCT 2016) INTENTIONALLY DELETED**

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## SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

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- 4.01 ~~SCHEDULE FOR COMPLETION OF SPACE (OCT 2020) INTENTIONALLY DELETED~~
- 4.02 ~~CONSTRUCTION DOCUMENTS (SEP 2012) INTENTIONALLY DELETED~~
- 4.03 ~~TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2020) INTENTIONALLY DELETED~~
- 4.04 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015) INTENTIONALLY DELETED~~
- 4.05 ~~GREEN LEASE SUBMITTALS (OCT 2021) INTENTIONALLY DELETED~~
- 4.06 ~~CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (OCT 2020) INTENTIONALLY DELETED~~
- 4.07 ~~PROGRESS REPORTS (OCT 2020) INTENTIONALLY DELETED~~
- 4.08 ~~CONSTRUCTION INSPECTIONS (SEP 2015) INTENTIONALLY DELETED~~
- 4.09 ~~ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013) INTENTIONALLY DELETED~~
- 4.10 ~~ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (OCT 2021)~~

A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.

D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

E. If applicable, upon acceptance of the Space, the Government will issue lump sum payment to the Lessor after substantial completion, in accordance with invoicing procedures outlined under any lease amendment(s) authorizing such lump sum payment. The Government shall not issue this payment in increments or as partial payments.

### 4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (OCT 2021)

At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Space, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

### 4.12 AS-BUILT DRAWINGS (OCT 2021)

Not later than 30 days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. As-built drawings shall include those for Civil, Architectural, Mechanical, Electrical, and Plumbing features, including, but not limited to, those for IT, Communications, Security, and Fire Protection. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted in a digital format. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number.

### 4.13 LIQUIDATED DAMAGES (JUN 2012) INTENTIONALLY DELETED

4.14 ~~SEISMIC RETROFIT (SEP 2013) INTENTIONALLY DELETED~~

4.15 ~~LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2020) INTENTIONALLY DELETED~~

4.16 ~~GOVERNMENT PROJECT MANAGEMENT SYSTEM (OCT 2021) INTENTIONALLY DELETED~~



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## SECTION 5 TENANT IMPROVEMENT COMPONENTS

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### 5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

### 5.02 TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015) INTENTIONALLY DELETED

### 5.03 FINISH SELECTIONS (SEP 2015) INTENTIONALLY DELETED

### 5.04 WINDOW COVERINGS (JUN 2012)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

### 5.05 DOORS: SUITE ENTRY (OCT 2019)

A. Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint finish that does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

B. For leases 10,000 RSF or greater, the paint finish must meet applicable, statutory environmentally preferable criteria related to biobased and recovered material content as outlined in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT).and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1338/paint/0?addon=False>.

### 5.06 DOORS: INTERIOR (OCT 2019)

A. Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint, and which does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

B. For leases 10,000 RSF or greater, the paint finish must meet applicable, statutory environmentally preferable criteria related to biobased and recovered material content as outlined in the Green Procurement Compilation at <HTTPS://SFTOOL.GOV/GREENPROCUREMENT>.and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1338/paint/0?addon=False>.

### 5.07 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

### 5.08 DOORS: IDENTIFICATION (JUN 2012) INTENTIONALLY DELETED

### 5.09 PARTITIONS: SUBDIVIDING (OCT 2020)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced, and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

### 5.10 WALL FINISHES (OCT 2019)

If the Government chooses to install a wall covering, the following specifications shall apply:

- A. Commercial grade, weighing not less than 13 ounces per square yard.
- B. For leases 10,000 RSF or greater, wall covering shall be vinyl-free, chlorine-free, plasticizer-free, with recycled or bio-based content. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

**5.11 PAINTING – TI (OCT 2019)**

- A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors and type of paint acceptable to the Government.
- B. For leases 10,000 RSF or greater, the Lessor shall provide interior paints, primers, coatings, stains, and sealers that meet applicable, statutory, environmentally preferable criteria for biobased and recovered material content as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GREENPROCUREMENT](https://sftool.greenprocurement) and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1338/paint/0?addon=False>. The Lessor shall use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible.

**5.12 FLOOR COVERINGS AND PERIMETERS (OCT 2019)**

- A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.
- B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.
- C. Any alternate flooring shall be pre-approved by the Government.
- D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product sustainability and environmental requirements. For leases 10,000 RSF or greater, floor covering and perimeter products must meet applicable, statutory, environmentally preferable criteria related to biobased and recovered material content as outlined under the Green Procurement Compilation at [WWW.SFTOOL.GOV/GREENPROCUREMENT](http://WWW.SFTOOL.GOV/GREENPROCUREMENT) and [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/3/BUILDING-FINISHES/23/CARPET/0?ADDON=False](https://sftool.gov/greenprocurement/green-products/3/building-finishes/23/carpets/0?addon=False), [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/3/BUILDING-FINISHES/1307/FLOOR-COVERINGS-NON-CARPET/0?ADDON=False](https://sftool.gov/greenprocurement/green-products/3/building-finishes/1307/floor-coverings-non-carpets/0?addon=False), and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/97/floor-tiles-heavy-dutycommercial/0?addon=False>.

2. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

3. Performance requirements for broadloom and modular tile:

- a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
- b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
- c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.

d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

**NOTE:** Testing must be performed in a NVLAP accredited laboratory.

4. Texture Appearance Retention Rating (TARR). Carpet must meet TARR rating of at least 3.0 TARR for moderate traffic areas such as private offices, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open office space, cafeteria, corridors and lobbies. The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

5. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

6. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

**5.13 HEATING AND AIR CONDITIONING (JUN 2012)**

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

**5.14 ELECTRICAL: DISTRIBUTION (SEP 2015)**

A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs, if applicable. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

**5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)**

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission media may require special conduit, inner duct, or shielding as specified by the Government.

**5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)**

Provide sealed conduit to house the agency telecommunications system when required.

**5.17 DATA DISTRIBUTION (OCT 2020)**

The Lessor shall purchase and install data cable as part of the tenant improvements. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. If the Government chooses to purchase and install data cabling, then the Lessor shall provide, as part of the tenant improvements, outlets with rings and pull strings to facilitate the installation of the data cable.

**5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2020)**

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Lessor shall purchase and install data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets. If the Government chooses to purchase and install data and telecommunications cabling, then the Lessor shall provide, as part of the TIs, outlets with rings and pull strings to facilitate the installation of the data cable.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

**5.19 LIGHTING: INTERIOR AND PARKING – TI (SEP 2015)**

A. FIXTURES: Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking – Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B. PENDANT STYLE FIXTURES: If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.

C. MIXED FIXTURES: DIDs, if applicable, may require a mixed use of recessed or pendant style fixtures in the Space.

D. BUILDING PERIMETER: There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

**5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)**

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

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## SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

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### 6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

A. The Government's normal hours of operations are established as 8:00 AM to 6:00 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

### 6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

### 6.03 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (OCT 2020) INTENTIONALLY DELETED

### 6.04 UTILITY CONSUMPTION REPORTING (OCT 2016)

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the number of utilities (including water) consumed at the building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter in the Environmental Protection Agency (EPA) Portfolio Manager online tool <HTTPS://WWW.ENERGYSTAR.GOV/>. Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

(Refer to the following link for reporting guidance: [www.gsa.gov/ucr](http://www.gsa.gov/ucr))

### 6.05 HEATING AND AIR CONDITIONING (OCT 2020)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, Lessor shall comply with ANSI/ASHRAE Standard 55, Thermal Environmental Conditions for Human Occupancy that corresponds with how the Building's HVAC system was designed to perform. At a minimum, Lessor must meet ASHRAE Standard 55-2004.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

### 6.06 OVERTIME HVAC USAGE (OCT 2020)

A. If there is to be a charge for heating or cooling outside of the building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is \$10,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$10,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

## 6.07 JANITORIAL SERVICES (OCT 2021)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access, including high-touch surfaces (e.g., doorknobs, light switches, handles, handrails, and elevator buttons) in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

- A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures and replenish restroom supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space. Clean all high-touch surfaces.
- B. Three times a week. Sweep or vacuum stairs.
- C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
- D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.
- E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spots clean all wall surfaces within 70 inches of the floor.
- F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, windowsills, and frames. Shampoo entrance and elevator carpets.
- G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
- H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.
- I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
- J. Every two years. Shampoo carpets in all offices and other non-public areas.
- K. Every five years. Dry clean or wash (as appropriate) all draperies.
- L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
- M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified by the U.S. Environmental Protection Agency at <https://www.epa.gov/ipm/introduction-integrated-pest-management>.

## 6.08 ~~SELECTION OF CLEANING PRODUCTS (OCT 2021) INTENTIONALLY DELETED~~

## 6.09 ~~SELECTION OF PAPER PRODUCTS (OCT 2021) INTENTIONALLY DELETED~~

## 6.10 ~~SNOW REMOVAL (OCT 2020) INTENTIONALLY DELETED~~

## 6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

## 6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high-performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.

2. Lessor shall perform cyclical repainting of the Space every 5 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:

- a. Backing or underlayment is exposed.
- b. There are noticeable variations in surface color or texture.
- c. It has curls, upturned edges, or other noticeable variations in texture.
- d. Tiles are loose; or,
- e. Tears or tripping hazards are present.

2. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

#### **6.13 ASBESTOS ABATEMENT (OCT 2021)**

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government documentation that the abatement was done in accordance with OSHA, EPA, DOT, state, and local regulations and that final clearance is achieved.

#### **6.14 ONSITE LESSOR MANAGEMENT (APR 2011)**

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

#### **6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2021)**

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with GSA personal identity verification requirements, identified in the CIO P 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing Handbook. The Lessor can find the CIO policy and additional information at [HTTP://WWW.GSA.GOV/HSPD12](http://www.gsa.gov/hspd12). This policy requires the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this

Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

**6.16 SCHEDULE OF PERIODIC SERVICES (OCT 2020)**

Upon acceptance of the Space, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

**6.17 LANDSCAPING (OCT 2019) INTENTIONALLY DELETED**

**6.18 LANDSCAPE MAINTENANCE (APR 2011)**

Landscape maintenance shall be performed during the PIV access season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

**6.19 RECYCLING (OCT 2021) INTENTIONALLY DELETED**

**6.20 RANDOLPH SHEPPARD COMPLIANCE (SEP 2013) INTENTIONALLY DELETED**

**6.21 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (FEB 2020) INTENTIONALLY DELETED**

**6.22 INDOOR AIR QUALITY (OCT 2019)**

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded.

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities.
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning and minimum MERV 10 rated ventilation system filtration whenever feasible.



G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

**6.23 RADON IN AIR (OCT 2016)**

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: [HTTPS://WWW.EPA.GOV/RADON](https://www.epa.gov/radon).

**6.24 RADON IN WATER (JUN 2012)-INTENTIONALLY DELETED**

**6.25 HAZARDOUS MATERIALS (SEP 2013)**

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

**6.26 MOLD (OCT 2021)**

A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph C below.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable mold.

C. Within 48 hours following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified industrial hygienist to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place as soon as possible but no later than 15 calendar days following identification of a potential mold issue as described above. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may, upon written request and the Government's approval, employ an environmental consultant experienced in mold assessment. The Lessor shall promptly furnish the mold report to the Government. After all leaks have been identified and corrected, the Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 or ANSI/IICRC S520-2015: Standard for Professional Mold Remediation) and all applicable state laws pertaining to mold remediation practices. Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

**6.27 OCCUPANT EMERGENCY PLANS (OCT 2020)**

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

**6.28 FLAG DISPLAY (OCT 2016)-INTENTIONALLY DELETED**

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## SECTION 7 ADDITIONAL TERMS AND CONDITIONS

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### 7.01 SECURITY REQUIREMENTS (OCT 2021)

The Lessor agrees to the requirements of Facility Security Level 2 attached to this Lease.

### 7.02 MODIFIED LEASE PARAGRAPHS (OCT 2016)

1.01 THE PREMISES (OCT 2016)  
1.04 TERMINATION RIGHT

### ~~7.03 ADDENDUM TO GSA FORM 3517B, GENERAL CLAUSES, NO FEDERALLY ELECTED OFFICIALS TO BENEFIT (OCT 2018)~~ INTENTIONALLY DELETED

### ~~7.04 DAILY OCCUPANCY DATA (OCT 2021)~~ INTENTIONALLY DELETED

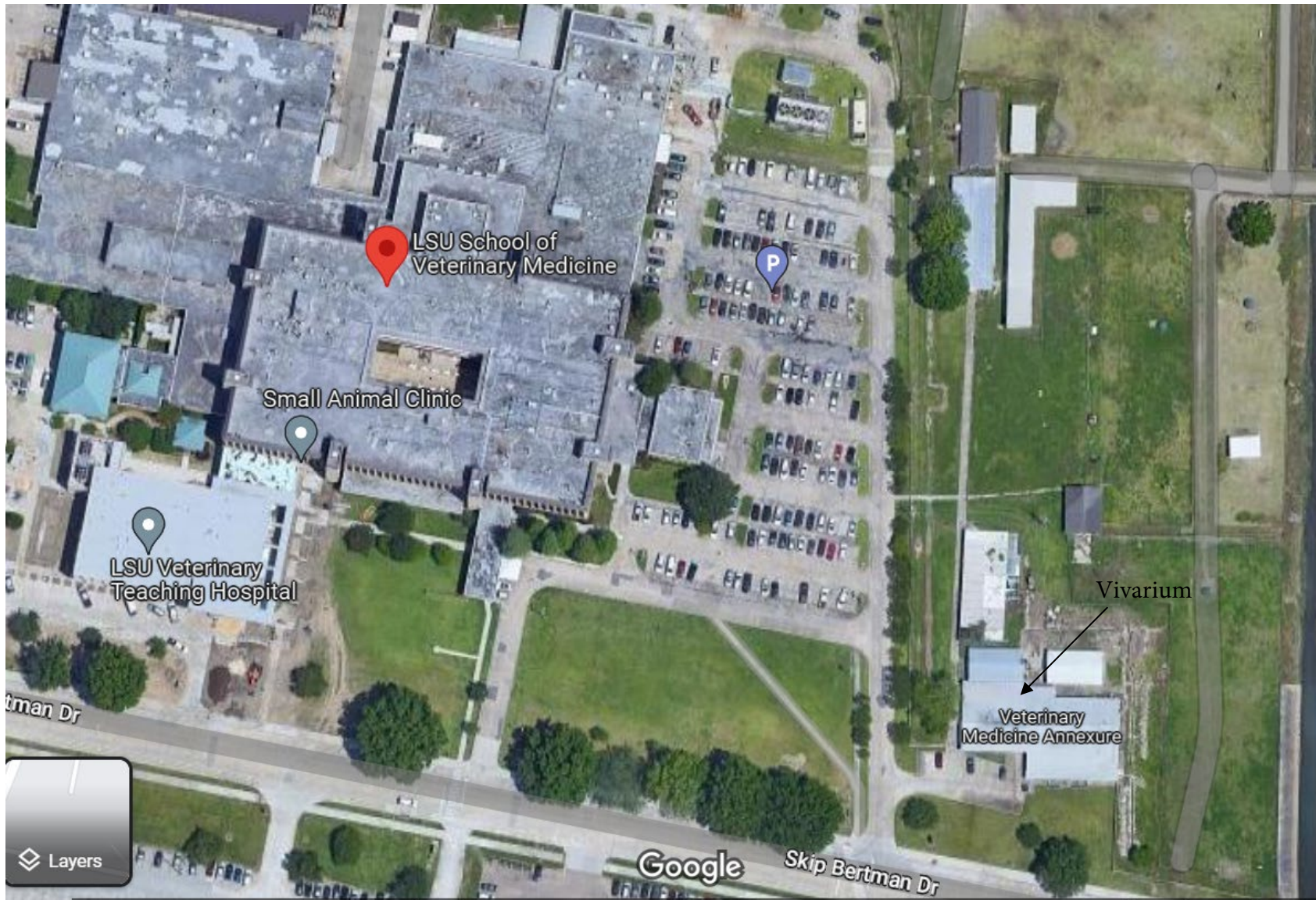
### ~~7.05 PROVISIONAL ACCEPTANCE (FEB 2021)~~ INTENTIONALLY DELETED

### 7.06 OTHER REQUIREMENTS

The Lessor and the Government hereby agree to incorporate a mutually agreed upon Small Business Subcontracting Plan via a subsequent Lease Amendment.

EXHIBIT A





Lessor: \_\_\_\_\_ Govt: \_\_\_\_\_

EXHIBIT B



Lessor: \_\_\_\_\_ Govt: \_\_\_\_\_

**GENERAL CLAUSES**  
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	552.270-33	SYSTEM FOR AWARD MANAGEMENT - LEASING
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST- TIER SUBCONTRACT AWARDS
OTHER	47	52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	48	52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

GENERAL CLAUSES  
(Acquisition of Leasehold Interests in Real Property)

**1. SUBLETTING AND ASSIGNMENT (JAN 2011)**

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

**2. 552.270-11 SUCCESSORS BOUND (SEP 1999)**

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

**3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)**

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_



**4. 552.270-24 STATEMENT OF LEASE (SEP 1999)**

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

**5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)**

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

**6. 552.270-26 NO WAIVER (SEP 1999)**

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

**7. INTEGRATED AGREEMENT (JUN 2012)**

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

**8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)**

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

**9. DELIVERY AND CONDITION (JAN 2011)**

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

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## 10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

## 11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first

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business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

## **12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)**

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

## **13. FIRE AND CASUALTY DAMAGE (JUN 2016)**

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

## **14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)**

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

## **15. 552.270-12 ALTERATIONS (SEP 1999)**

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for

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purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

#### 16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

#### 17. 552.270-33 SYSTEM FOR AWARD MANAGEMENT – LEASING (FEB 2020)

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM)” means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)

(1) An Offeror is required to be registered in SAM prior to award, and shall continue to be registered during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

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- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

**18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)**

*This clause is incorporated by reference.*

**19. 552.270-31 PROMPT PAYMENT (JUN 2011)**

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date*—

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

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- (ii) Invoice date.
- (iii) Lease number.
- (iv) Government's order number or other authorization.
- (v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

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- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

**20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)**

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as “the Act”), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

**21. PAYMENT (MAY 2011)**

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government’s measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:  $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

**22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)**

*This clause is incorporated by reference.*

**23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)**

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

*This clause is incorporated by reference.*

**24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

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(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**25. 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)  
*This clause is incorporated by reference.*

**26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

*This clause is incorporated by reference.*

**27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020)**

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) *Definition.*

*United States*, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s)*. Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_



<b>Poster(s)</b>	<b>Obtain from</b>
_____	_____
_____	_____

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

**28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

- (1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;
- (2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or
- (3) Reduce the payments for violations by a Lessor’s subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

**29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)**

(Applicable when cost or pricing data are required for work or services over \$750,000.)  
*This clause is incorporated by reference.*

**30. 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)**

*This clause is incorporated by reference.*

**31. CHANGES (MAR 2013)**

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

**32. 552.215-70 EXAMINATION OF RECORDS BY GSA (JUL 2016)**

*This clause is incorporated by reference.*

**33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)  
*This clause is incorporated by reference.*

**34. 52.233-1 DISPUTES (MAY 2014)**

*This clause is incorporated by reference.*

**35. 52.222-26 EQUAL OPPORTUNITY (SEP 2016)**

*This clause is incorporated by reference.*

**36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)**

*This clause is incorporated by reference.*

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

**37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAY 2020)**

(Applicable to leases exceeding the micro-purchase threshold.)

*This clause is incorporated by reference.*

**38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)**

(Applicable to leases \$150,000 or more, total contract value.)

(a) *Definitions.* As used in this clause-

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)**

(Applicable to leases over \$15,000 total contract value.)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)**

(Applicable to leases \$150,000 or more, total contract value.)

*This clause is incorporated by reference.*

**41. 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)**

leases over \$35,000 total contract value.)

(Applicable to

*This clause is incorporated by reference.*

**42. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)**

(Applicable if over \$750,000 total contract value.)

*This clause is incorporated by reference.*

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

**43. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)  
*This clause is incorporated by reference.*

**44. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020) ALTERNATE III ( JUN 2020)**

(Applicable to leases over \$750,000 total contract value.)  
*This clause is incorporated by reference.*

**45. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**

(Applicable to leases over \$750,000 total contract value.)  
*This clause is incorporated by reference.*

**46. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)**

(Applicable if over \$30,000 total contract value.)  
*This clause is incorporated by reference.*

**47. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

**48. 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).**

*This clause is incorporated by reference.*

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

# EXHIBIT D

<b>LRB Space Requirements</b>		
<b>Area</b>	<b>Essential</b>	<b>Preferred</b>
Biosafety Level 2 (BSL-2) Laboratory Space	<p>All labs must be on the same floor.</p> <p>7 certified BSL-2 laboratory spaces (per BMBL, 5<sup>th</sup> Ed. DHHS) for (a) General, (b) Molecular biology, (c) Tissue Culture, (d) Histology, (e) Microscopy, (f) Microbiology, and (g) Molecular Medicine.</p> <p>Every laboratory must have sink and vacuum line.</p> <p>These spaces cannot be shared.</p> <p>An emergency shower and an eyewash station must be within easy access.</p> <p>Facility must have at least two chemical fume hoods with outside venting.</p> <p>Freezer Room: Must be on the same floor as the BSL-2 laboratories. Must be able to hold at least 12 ultra-cold freezers. Must have a floor drain.</p>	
<del>Biosafety Level 3 (BSL-3) Laboratory Space</del>	<p><del>1 certified BSL-3 laboratory space (per BMBL, 5<sup>th</sup> Ed. DHHS).</del></p> <p><del>This space will include a separate gowning room/area outside the laboratory.</del></p> <p><del>Both the laboratory and the gowning room/area will have sinks.</del></p> <p><del>An eyewash station must be within the laboratory area.</del></p> <p><del>An emergency shower must be within easy access.</del></p> <p><del>This space must have an autoclave.</del></p>	<del>On same floor as the BSL-2 laboratories.</del>
Media Preparation	<p>Must be on the same floor as the BSL-2 laboratories.</p> <p>Must have an autoclave.</p>	
Storage	<p>2 secure dry storage rooms (climate controlled and will not be shared).</p> <p>1 secure hazardous (flammable) chemical storage room (may be shared).</p> <p>1 secure hazardous (radioactive) waste storage room (climate controlled and will not be shared).</p> <p>1 secure room/area for long-term storage (non- climate controlled and may be shared).</p>	On same floor as the BSL-2 laboratories.
Vivarium	<p>Must be as per BMBL, 5<sup>th</sup> Ed ABSL-2 codes.</p> <p>Must be in close proximity to the laboratory complex.</p> <p>Must have separate areas for mice and armadillos.</p> <p>Must have proper workflow between dirty and clean areas.</p> <p>Must include at least:</p>	

	<ul style="list-style-type: none"> <li>➤ 3-4 separate holding rooms for mice</li> <li>➤ 1 procedure room for mice</li> <li>➤ 2 holding &amp; 2 quarantine/isolation rooms for armadillos</li> <li>➤ 1 procedure room &amp; 1 surgical suite for armadillos</li> <li>➤ 1 separate room for food storage &amp; secure drug storage</li> <li>➤ 1 animal food preparation room</li> <li>➤ 1 cage wash area: requires steam for cage washer and autoclave.</li> <li>➤ 1 cage prep area &amp; 1 room to hold clean cages.</li> <li>➤ 1 dirty cage “scraping” room</li> <li>➤ Adequate storage area for supplies, equipment etc.</li> <li>➤ 1 office room, 1 break room, and men’s and women’s restrooms and changing rooms with showers and lockers for personnel.</li> <li>➤ Laundry area.</li> </ul>	
Office / Admin	<p>6 single occupancy offices for PIs &amp; Visiting Scientists and AO; 2 of the offices must have restricted access</p> <p>1 shared office hotel for Post-Docs.</p> <p>1 shared office hotel for 8-9 technician occupants.</p> <p>1 shared office Space for LRB administration staff.</p> <p>1 break room with sink and counter top</p>	All offices in close proximity & on same floor as the BSL-2 laboratories.
Conference Room	1 conference/training room with minimum 15 people capacity (Shared?);	
Parking	17 FTE, 6 Contractor & 2 visitor parking spots for POVs.	

Lessor: \_\_\_\_\_ Govt: \_\_\_\_\_



<b>LRB Service Requirements</b>	
<b>Essential</b>	<b>Preferred</b>
*Hands-off biological, chemical and radioactive waste management.	
*Disposal of infected animal carcasses.	
Internet & phone access including long distance and international.	
*On-demand access to Hi-tech laboratory services like sequencing, flow-cytometry etc.	On-demand access to Bio-informatics analyses tools and technical support.
*24/7 security service for laboratory facilities and vivarium.	
*24/7 monitoring service for critical instruments like incubators and ultra-cold freezers.	
*Regulatory oversight and certification for biological and chemical safety.	
Shipping and receiving	*Loading dock
*General housekeeping and facility services.	
*24/7 power backup for critical instruments and facilities.	

\*Current lessor provides these services as part of the lease.

Lessor: \_\_\_\_\_ Govt: \_\_\_\_\_



## Board of Supervisors

### Request from LSU A&M to Authorize a Lease for St. Alban's Episcopal/Anglican Chapel at Louisiana State University

Date: April 21, 2023

#### 1. Bylaw Citation

Pursuant to Article VII, Section 1

E. Lease of Immovable Property

#### 2. Summary of Matter

Since the late 1920s, The Episcopal Diocese of Louisiana has occupied LSU-owned land at the corner of Highland Rd. and Dalrymple Drive for St. Alban's Chapel. The chapel provides services for LSU students and other members of the LSU community. In addition to regular worship services, the church operates a university center and provides substantial outreach and support to LSU students as they move through their time at LSU.

The original lease was for a term of 99 years, effective October 29, 1928. Given the long-standing nature of the relationship between LSU and St. Alban's, and the services they provide to our students, the proposal is to enter a new 99 year lease. For historical interest, note that the original 1928 lease was signed by the Honorable Huey P. Long, Governor of the State of Louisiana and ex-officio president of the Board of Supervisors.

The proposed new lease updates the 95-year-old lease template to meet current LSU requirements, including appropriate LSU review of construction of improvements on the property. Currently, St. Alban's has no specific plans for any capital renovations; future such renovations will require approval from LSU and consent by LSU for any financing secured by the building or the lease with LSU. St. Alban's owns the buildings on the site.

#### 3. Review of Business Plan

The proposed new lease does not fundamentally alter the existing relationship between LSU and the church. It does not change the financial terms. It clarifies LSU's authority to review and approve any construction that St. Alban's might decide to make.

#### 4. Fiscal Impact

Because of the connection between St. Alban's and the LSU community, and the services it provides to the LSU community, LSU will continue to charge only a nominal rent for the land.

#### 5. Description of Competitive Process

Under the terms of the University Leasing Statute, R.S. 17:3361(2), no competitive process is required since this is a lease with a religious organization.

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

The proposed new lease is generally based on the recently updated leases used for fraternities and sororities. It has been reviewed by the Office of General Counsel.

## **7. Parties of Interest**

LSU  
St. Alban's Chapel  
The Episcopal Diocese of Louisiana

## **8. Related Transactions**

None

## **9. Conflicts of Interest**

None.

## **10. Attachments**

1. Transmittal Memo
2. Proposed New Lease
3. Original Lease

## **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 lease with The Episcopal Diocese of Louisiana or any related party, with the lease containing such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.



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**CAMPUS CORRESPONDENCE**

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**To:** William F. Tate IV, LSU President

**Date:** March 28, 2023

**Through:** Kimberly Lewis, Executive Vice President &  
Chief Administrative Officer

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

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

A handwritten signature in blue ink, appearing to read "P. H. Martin", is written over the name of the sender.

**Re:** Board of Supervisors Agenda, April 21, 2023  
Request from LSU A&M to Authorize a Lease for St. Alban's Episcopal/Anglican Chapel at  
Louisiana State University

This request will authorize the LSU President or designee to execute and deliver a lease with The Episcopal Diocese of Louisiana or any related party, with the lease containing such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.

I recommend that this item be included on the agenda for the April 21, 2023 LSU Board of Supervisors meeting.

**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 \_\_\_\_\_, 2023, 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** (“LSU,” “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 its President, duly authorized;

and

**The Episcopal Diocese of Louisiana** (“Diocese” or “LESSEE”), a religious corporation organized under the laws of the State of Louisiana, domiciled in the city of New Orleans, Parish of Orleans, herein represented by \_\_\_\_\_, duly authorized:

**WITNESSETH:**

**WHEREAS**, since 1928, LESSEE has leased land on the LSU campus for the operation of an Episcopal Church to meet the spiritual and other needs of LSU students and other members of the LSU community;

**WHEREAS**, the original lease was effective as of October 29, 1928 (the “Original Lease”), for a term of 99 years;

**WHEREAS**, the Diocese has continued to occupy that land since that time and continues to operate St. Alban’s Chapel at that location to support LSU students, faculty, and staff;

**WHEREAS**, the Original Lease will expire for expiration of term on October 28, 1927;

**WHEREAS**, the Diocese desires to continue supporting LSU students, faculty, and staff, and other members of the LSU community without interruption;

**WHEREAS**, the Diocese desires to enter into a new lease with the Board for another 99-year lease term;

**WHEREAS**, the leased area consists of the following described property located on the campus of Louisiana State University:

A certain lot or parcel of ground situated in the Parish of East Baton Rouge, State of Louisiana, and being a part of the property comprising the grounds of the new Louisiana State University & Agricultural & Mechanical College, as shown on a drawing of said tract made by F.F. Pillet, C.E., on the \_\_\_\_ day of October, 1928, a blue print of which plat was annexed to the Original Lease, the said tract or parcel of ground measuring two hundred (200) feet front on the east side of Highland Road, by a depth along the south side of Dalrymple Drive (previously known as Park Boulevard or Road, and previously known as Golden Rod Avenue), of two hundred (200) feet, and being more particularly described as follows: Beginning at the southeast corner of the intersection of Highland Road, and Dalrymple Drive, thence running southwardly along the east right of way line of said Highland Road, two hundred (200) feet; thence eastwardly at right angles to said Highland Road, one hundred and ninety-six (196) feet, or to the west right of way line of a road running south from said Dalrymple Drive, and referred to on the 1928 Pillet Map as “Farm Road;” thence northwardly at right angles to the southerly line, one hundred and

eight-five (185) feet four (4) inches to the south right of way line of the said Dalrymple Drive, thence westwardly along the south side of Dalrymple Drive on a curve having a degree of four (4) degrees twenty-two (22) minutes (R-1312.4 feet) one hundred and ninety-six (196) feet to place of beginning.;

herein the "Leased Premises;"

**WHEREAS**, for clarity, it is the intention of both LESSOR and LESSEE that the property description shall be for the same property described in Article I of the Original Lease;

**WHEREAS**, LESSEE has constructed, pursuant to the Original Lease, a church and related infrastructure and buildings on the Leased Premises, and may in the future make renovations to existing buildings and infrastructure or demolish and construct new buildings and infrastructure (collectively with the existing buildings and infrastructure, the "Improvements"), all with the approval of LSU; and

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

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

1. Terms not defined herein shall be defined as set forth on Exhibit "B" hereto.
2. For the consideration and upon the terms and conditions hereinafter expressed, LESSOR hereby leases the Leased Premises to LESSEE from the Effective Date hereof through and including \_\_\_\_\_, 2122. This Lease shall terminate on \_\_\_\_\_, 2122, 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, payable in advance;
  - 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, LESSEE 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 LESSOR the right to require the removal of the Improvements should the LESSEE fail, refuse or neglect to comply with the material rules, regulations, requirements and provisions set forth herein.
4. The Leased Premises shall be used for the construction of the Improvements and for the operation of a student center and church, and for the provision of related services for the benefit of LSU students, faculty, and staff and for the broader LSU community, and for no other use or purpose whatsoever without the prior written consent of the LSU Representative.
5. At all times, the Improvements 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 July 10, 2018 (“PM-68”), as it may be amended and/or restated from time-to-time and which is incorporated, as it may be amended from time to time, into the Lease and shall be binding on LESSEE and any successors in interest. LESSEE 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 and its invitees shall use their best efforts to keep the Leased Premises and any improvements thereon free from any and all contamination and pollution. LESSEE and its invitees shall not store any hazardous or toxic substance on or about the Leased Premises or any improvements thereon. LESSEE agrees to notify University immediately of any and all contamination or pollution discovered on, about, or near the Leased Premises or any improvements thereon. LESSEE shall save and hold LESSOR, and its directors, officers, employees, and agents harmless and defend and indemnify LESSOR 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/or its invitees.

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 the recordation of any such claim or lien have such claim or lien cancelled or deposit with the recorder of mortgages of East Baton Rouge Parish, Louisiana, a bond or adequate funds guaranteeing payment of said lien or claim in full.

8. LESSEE acknowledges that it has recently examined and inspected the Leased Premises and found them in good and safe condition. LESSEE agrees to defend, indemnify, save and hold LESSOR, and its directors, officers, employees, and agents 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 or others arising from the present or future condition or upkeep and maintenance of the Leased Premises or any construction thereon, LESSEE’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 agrees to defend, indemnify, save and hold LESSOR and its directors, officers, employees, and agents 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, its invitees, or others by any vice or defect of the Leased Premises or any constructions or improvements thereon or LESSEE’s or its invitees’ activities and/or operations on or about the Leased Premises. LESSEE expressly assumes all such liability, and LESSEE agrees to defend and indemnify LESSOR 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 or its invitees’ occupancy, use, operation, condition, including but not limited to contamination or pollution or condition of the Leased Premises. LESSEE’s obligation to defend LESSOR shall include payment of all reasonable costs, expenses, and fees of legal counsel of LESSOR’s choice.

9. In the event it should become necessary for LESSOR 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 shall pay all costs and expenses thereof, including reasonable fees of any attorney engaged by LESSOR in connection therewith.

10. The waiver by LESSOR 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, 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, at no expense to LESSOR, if the 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
- 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 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 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. 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 failure to maintain, upkeep, repair or occupy the Improvements such that the Improvements, in LESSOR's sole opinion, (i) constitute an imminent danger to any person, (ii) become uninhabitable, (iii) have been abandoned by LESSEE, (iv) constitute a nuisance, or (v) have not been occupied for a period in excess of one hundred eighty (180) days. In the event of such failure to maintain, upkeep, or repair the Improvements, LESSOR will give any mortgagee of the Improvements an opportunity to cure said default, and if said default is not cured within thirty (30) days of such notice, 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 accordance with Exhibit "D" hereto and in a form and with coverage limits acceptable to LESSOR.

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

19. Subject to the provisions of Section 16 hereof and, in addition, to the provisions of Sections 20.a and 20.b, the possession, use, and/or consumption of any alcoholic beverage in or upon the Leased Premises or the buildings and improvements 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.

20. Notwithstanding anything to the contrary set forth in this Lease, in the event of the default of LESSEE 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, 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; 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 qualifying entity which satisfies the requirements of La. R.S. 13:3361; 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.

21. In the event of the termination of this Lease other than as a result of the default of LESSEE, 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 book value as of such termination date of the unamortized portion of the Improvements.

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

- a. LESSOR shall have the right, at its 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 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.

23. 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.

*[Signatures on Following Page]*

**THUS DONE AND SIGNED** in \_\_\_\_\_, Louisiana, on this \_\_\_ day of \_\_\_\_\_, 2023, 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 \_\_\_\_\_, 2023, in the presence of me, Notary, and the following competent witnesses, who have signed in the presence of the parties and me, Notary.

WITNESSES:

**THE EPISCOPAL DIOCESE OF  
LOUISIANA**

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

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

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

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

LEASE  
OCT. 29, 1928

RVNS FROM  
DEC. 1, 1928  
TO DEC. 1, 2027

State of Louisiana

Parish of East Baton Rouge.

This lease made and entered into this 29th day of October  
1928, by and between

LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE;

hereinafter called the "University," and herein represented by

Honorable Huey P. Long, Governor of the State of Louisiana and ex-officio president of the Board of Supervisors of said institution,

under and by virtue of a resolution of said Board of Supervisors, and

..THE DIOCESE OF THE PROTESTANT EPISCOPAL CHURCH IN LOUISIANA,.....

hereinafter designated as the "Episcopal Church," a religious

corporation organized under the laws of the State of Louisiana,

domiciled in the city of New Orleans, Parish of Orleans, said State,

herein represented by the Right Reverend Davis Sessums, and J. Zach

Spearing, Bishop and Chancellor, respectively of the said Diocese,

duly authorized hereto, witnesseth:

I.

That the University, under and by virtue of the authority granted to it by Act No. 240 of the Legislature of Louisiana for the year 1928, has leases, let and rented, and by these presents does hereby lease, let and rent unto the said Episcopal Church, and the said Episcopal Church has hired and taken, and by these presents does hereby hire and take from the said University, the following described property, to-wit:

A certain tract or parcel of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being a part of the property comprising the grounds of the new Louisiana State University & Agricultural & Mechanical College, as shown on a drawing of said tract made by F. F. Pillet, C. E., on the ..... day of October 1928, a blue print of which plat is annexed hereto and made a part hereof, the said tract or parcel of ground measuring two hundred (200) feet front on the east side of the Highland Road, by a depth along the south side of Park Boulevard or road (formerly known as Golden Rod Avenue), of two hundred (200) feet, and being more particularly described as follows: Beginning at the southeast corner of the intersection of Highland Road, and Park Boulevard or road, thence running southwardly along the east right of way line of said Highland Road, two hundred (200) feet; thence eastwardly at right angles to said Highland Road, one hundred and ninety-six (196) feet, or to the west right of way line of a road running south from said Park Boulevard, and referred to on said map as "Farm Road;" thence northwardly at right angles to the southerly line, one hundred and eighty-five (185) feet four (4) inches to the south right of way line of the said Park Boulevard, thence westwardly along the south side of Park Boulevard on a curve having a degree of four (4) degrees twenty-two (22) minutes (R-1512.4 feet) one hundred and ninety-six (196) feet to place of beginning.

II.

This lease is given and accepted for a term of ninety-nine (99) years, commencing on the 1st day of December 1928, and the rental shall be Ten Dollard (\$10.00) per year, payable in advance, the first installment being due and payable on the 1st day of December 1928, and one annually thereafter in consecutive order, until all are paid.

III.

The Episcopal Church shall erect on the property herein leased a Student Center building or buildings with facilities for religious worship and instruction, which building shall be erected as shown on the plans and in accordance with the specifications prepared by Wogan & Bernard, architects, of date the 24th day of March 1928, which said plans and specifications are by reference made a part hereof. Failure on the part of the Episcopal Church to commence, in good faith, the erection of said building within one (1) year from the date hereof shall terminate this lease.

IV.

The following rules, regulations and requirements relative to the erection, construction and maintenance of said Student Center shall be binding upon the said Episcopal Church:

The location of the building or buildings on the property herein leased shall be approved by the University.

The University shall finally determine whether the plans, specifications, and other contractual obligations assumed by the builder of the Student Center, or by the Episcopal Church in connection therewith, have been complied with.

The Episcopal Church shall maintain the Student Center erected under the terms of this lease, and shall keep the grounds

in good condition conforming in its landscape developments with the general plans adopted by the University for the beautification of the Campus.

V.

There is hereby reserved to the University the right to require the removal of said Student Center should the Episcopal Church fail, refuse or neglect to comply with the rules, regulations and requirements set forth in the foregoing paragraph.

VI.

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 Student Center 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 Episcopal Church to conform to the rules and regulations thus provided shall subject said Episcopal Church 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.

VII.

This lease shall not be transferable by sale, assignment or otherwise, nor shall the property so leased ~~be~~ sub-let, except to some other religious, quasi-religious or benevolent organization, and then only with the written approval and consent of the Board of Supervisors of the University.

VIII.

All the agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

In testimony whereof, the parties hereto have hereunto

executed these presents, in duplicate, in the presence of the two undersigned competent witnesses, whose names are hereunto subscribed as such, on the day, month, and year first above written.

Witnesses as to the University:

LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE,

By \_\_\_\_\_  
ex-off. President, Board of Supervisors.

Witnesses as to the Episcopal Church:

THE DIOCESE OF THE PROTESTANT EPISCOPAL CHURCH IN LOUISIANA,

By \_\_\_\_\_  
Bishop.

By \_\_\_\_\_  
Chancellor.

State of Louisiana  
Parish of East Baton Rouge.

Before me, the undersigned authority, personally appeared Huey P. Long, to me know, who signed and executed the foregoing lease in my presence and in the presence of the two competent witnesses who have thereunto subscribed their names as such in my presence, and acknowledged to me in the presence of said witnesses that he signed and executed the said lease as his free act and deed and as the free act and deed of Louisiana State University and Agricultural & Mechanical College, and for the uses, purposes and consideration therein expressed.

In testimony whereof I have hereunto signed my name and affixed my official seal at Baton Rouge, Louisiana, on this 29th day of October, 1928.

\_\_\_\_\_  
Notary Public.

State of Louisiana  
Parish of Orleans.

Before me, the undersigned authority, personally appeared the Right Reverend Davis Sessums and J. Zach Spearing, to me known, who signed and executed the foregoing lease in my presence and in the presence of the two competent witnesses who have thereunto subscribed their names as such in my presence, and

acknowledged to me in the presence of said witnesses that they signed and executed the said lease as their free acts and deeds and as the free act and deed of The Diocese of The Protestant Episcopal Church in Louisiana, and for the uses, purposes and consideration therein expressed.

In testimony whereof I have hereunto signed my name and affixed my official seal at New Orleans, Louisiana, on the 6th day of November 1928.

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Notary Public.





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## Board of Supervisors

### Request from LSU Health Sciences Center - New Orleans to Approve an Act 959 Project to Replace the LSU Health Sciences Center Campus Data Center

Date: April 21, 2023

#### 1. Bylaw Citation

Pursuant to Article VII, Section 1

G. Capital Improvements

#### 2. Summary of Matter

LSU Health Sciences Center New Orleans (LSUHSC-NO) is requesting project approval to replace the LSU Health Sciences Center Campus Data Center. By constructing the data center in a new location on the 5<sup>th</sup> floor of the Resource Center, the existing operations of the data center located on the 7<sup>th</sup> floor of the Resource Center will be uninterrupted. By allowing for the continued use of the existing data center throughout construction of the new data center will potentially eliminate typical disruptions that occur with phased projects replacing critical infrastructure. A new site will allow for the complete reconceptualization of the data center to modern standards as opposed to modernizing a 37-year-old space. The new data center will improve security and environmental controls for new server equipment within a smaller footprint than what is currently dedicated to the function. The space will provide better fire safety systems and reduce the impact to personnel who work near the space. The resulting data center will provide better, more secure service, be more energy efficient, and improve the safety of the staff who maintain this critical infrastructure.

The scope of work will involve:

- a. Design and construction of a new on-campus data center in a new location, and the subsequent demolition of the existing data center.

#### 3. Review of Business Plan

A review of the Business Plan supports a recommendation for approval by the Board of Supervisors.

#### 4. Fiscal Impact

The information provided is sufficient to evaluate the need for the proposed project and will not have any direct fiscal impact on the University. Funding will be paid for by self-generated funds.

#### 5. Description of Competitive Process

Design of the project will be undertaken by private Contract upon receipt of all necessary administrative approvals and all construction work will be publicly and competitively bid.

## 6. Review of Legal Documents

Act 959 of the 2003 Regular Legislative Session establishes the requirements for exemptions from inclusion in the state capitol construction budget. "A university or higher education facility shall be allowed to undertake any new construction, maintenance, or repair project not exceeding five million dollars solely funded from self-generated revenues, grants, donation, or local or federal funds without being included in the capital outlay bill provided the project is approved by the appropriate management board, Board of Regents, the Division of the Administration, Office of Facility Planning and Control, and the Joint Legislative Committee on the Budget.

## 7. Parties of Interest

All of the parties relevant to the approval and construction of this project do not have any related interest in this project, nor will they receive any financial gain from its approval or construction.

## 8. Related Transactions

Approval by the Board of Regents, Office of Facility Planning and Control in the Division of Administration, and the Joint Legislative Committee on the Budget.

## 9. Conflicts of Interest

None.

## 10. Attachments

1. Preliminary Program Form

## 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 his designee to approve the following project and process the project through the appropriate administrative channels of review and approval, namely, the Board of Regents, the Division of the Administration, Office of Facility Planning and Control, and the Joint Legislative Committee on the Budget, pursuant to Act 959 of the 2003 Regular Legislative Session enacting R.S. 39:128(B)(4) as amended pursuant to Act No. 78 of the 2006 Regular Legislative Session:

**LSUHSC-NO Data Center Replacement.** Estimated total project cost is \$2,000,000.

**BE IT FURTHER RESOLVED**, that the President of LSU, or his designee, is duly authorized by and empowered for and on behalf of and in the name of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to approve the plans and specifications for the proposed improvements and to approve cost increases up to 20% of the amount approved to accommodate unforeseen conditions.

**BE IT FURTHER RESOLVED**, that the LSU President, or his designee, is duly authorized by and empowered for and on behalf of and in the name of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to take such action the he may deem in the best interest of the Board of Supervisors to process and obtain administrative approvals for this project.”



# Facility Planning & Control

## PRELIMINARY PROGRAM FORM

17-Mar-23

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**CONTENTS:** Refer to the tabs on the bottom this screen to access all the pages associated with this form.

- 1) Preliminary Program Information - General overview of the project and its description
- 2) Existing Space - This form is used to describe the current spaces and any special considerations required.
- 3) New Space - This form is used to describe the new spaces needed in a project.
- 4) Utilities - This form is used to list all the current utilities on site and the contact information for the utilities company.
- 5) FP&C Check List - This form is to be used by FP&C to start the evaluation process of the program.
- 6) Burden Factors - Lists some representative burden factors.

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Please contact the Senior Manager or DCL Project Manager for your agency for assistance with the program.

Executive Department, Elected Officials, Department of Culture Recreation and Tourism, Ancillary Appropriations, Agencies not Listed Elsewhere  
Department of Public Safety and Corrections, Department of Health & Hospitals, N. O. Adolescent Hospital,

Department of Wildlife and Fisheries, LSU Health Care Services Division

**Gary Judice**, Senior Manager      Gary.Judice@LA.GOV      225-342-6238

Education: Louisiana State University, Southern University, LSU Health Care Services Division - Shreveport, University of Louisiana, Louisiana Community and Technical College System, Louisiana Special Education Center, Louisiana School for Math, Science and the Arts, Louisiana School for the Deaf, Louisiana School for the Visually Impaired

**Chris Whitmire**, Senior Manager      Chris.Whitmire@LA.GOV      225-219-4422

Education: Louisiana State University Health Care Services Division – New Orleans

**Tom Rish**, Senior Manager      Thomas.Rish@LA.GOV      225-219-4273

LSU HSC New Orleans

**Barry Hickman**, Senior Manager      Barry.Hickman@LA.GOV      504-568-8542

Statewide Roofing

**Kevin Clark**, DCL Project Manager      Kevin.Clark@LA.GOV      225-342-0571

Louisiana Code for State Owned Buildings

**Mark Bell**, DCL Project Manager      Mark.Bell@LA.GOV      225-342-2069

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**General Information:**

\* This form is to be submitted with any request for the selection of an architect, engineer or landscape architect (designer.) This form is meant to help the User Agency compile the required information for the designer's contract.

Date: 03/24/2023

# PRELIMINARY PROGRAM FORM

for medium to large scale, complex projects  
Department of Administration  
Facility Planning and Control



Description of Project:

LSU Health Sciences Center New Orleans (LSUHSC-NO), is requesting project approval to "Replace the Campus Data Center". The new location will be in the same building but on a different floor. Relocating the Data Center will allow for continued, uninterrupted use of the existing data center throughout construction and potentially eliminate typical disruptions that occur with phased projects replacing critical infrastructure. Additionally, a new site will allow for the complete reconceptualization of the data center to modern standards as opposed to modernizing a 40-year old space.

<u>Priority Rank:</u>	<u>Project type:</u>	<u>Project Mission:</u>
	Data Center Replacement	This project will improve data security, enlarge storage capacity and improve operational efficiency of the LSUHSC-NO Data Center through construction on a new floor in the same building.
<u>Location</u>		
New Orleans, LA		
<u>Umbrella Agency/Department:</u>		
Louisiana State University		
<u>User Agency:</u>	<u>Agency Mission:</u>	
LSU Health Sciences Center New Orleans	The mission of LSUHSC-NO is to provide education, research, and public service through direct patient care and community outreach.	
<u>Contact Name:</u>	<u>Agency Strategic Plan:</u>	
Kirk Deslatte	LSUHSC-NO has a detailed strategic plan to support the mission. The plan has five goals with numerous associated objectives. The goals include: to create a learning environment of excellence, to provide quality education in the health sciences, to be a leader in biomedical research, to improve access to quality health care, and to eliminate barriers and nurture talent.	
<u>Contact Phone Number:</u>		
504-568-4500		
<u>Contact Fax:</u>		
504-568-5575	Facility (Campus) Master Plan:	
<u>Contact Email:</u>	LSUHSC-NO maintains over 4.5 million gross square feet of facilities with some dating to the 1930s. The current data center was designed as part of the original construction of the building over 40 years ago. A modern data center design improves space allocation and operational efficiencies not capable with incremental improvements and renovations.	
<a href="mailto:jdesla@lsuhsc.edu">jdesla@lsuhsc.edu</a>		

## EXECUTIVE SUMMARY

Describe the project's size, type, scope, and its proposed location:

The replacement data center will be located in the same building but on a new floor. The new site will allow for complete reconceptualization of the data center to modern standards as opposed to modernizing a 40-year old space. By using modern standards, materials and equipment, the project will improve security and environmental controls for optimum temperature and humidity levels for new server equipment. The space will provide better fire safety systems and reduce the impact to personnel who work in and near the space. The resulting data center will provide better, more secure service, be more energy efficient, and improve the safety of the staff who maintain this critical infrastructure.

Relate the project need and specific objectives to the agency's mission statement and Strategic Plan.

Data storage and security is crucial to any institution. The medical and research functions of LSUHSC increase the need for security and capacity. By maintaining a data center as designed in 1980s, the institution cannot capitalize on new advancements and technologies to the same extent as a newly designed space. Incremental changes that have been incorporated over time have not been able to realize the full potential of best practices in data center design.

<u>What is the cost of this project and why is this project the most cost-effective and practical solution to this need? What are the proposed funding sources?</u>
The estimated cost for the project is \$2,000,000. By relocating the function, the space can be properly sized and designed to modern standards. The current data center, designed in the 1980s is grossly oversized due to improved technologies. The smaller footprint and improved equipment will result in more efficient operational costs and improved space allocation. The proposed funding source for the project is self-generated funds.
<u>Explain the functions and performance characteristics of the completed project.</u>
The new data center will use modern best practices and equipment to provide adequate space for current needs and anticipated growth.
<u>Are there any special requirements for this project?</u>
The existing data center, located in the structure, must maintain functionality throughout the construction process. The functionality of the new space must be completed and tested prior to switching from the current system.
<u>What are the key milestone dates (or time frame)? Include move-in date.</u>
This project should be completed by December 2025.
<u>List any contingencies, significant unresolved issues, or requirements necessary for completion of the project (legislation, action of courts, funding agreements, grant restrictions, or similar unresolved issues or requirements)</u>
Not applicable.
<u>What alternatives were considered and why were they rejected?</u>
The alternative to this project is to continue to make incremental improvements to the existing data center. These changes come with risks during construction and are not as effective as a new center would be.
<u>List effects, if any, this project may have on surrounding facilities, programs, or other agency projects.</u>
The building is the primary administration building on campus and must remain in operation throughout construction. Noisy and messy construction activities will require careful scheduling and may include time after normal working hours. The construction schedule will need to be carefully coordinated with LSUHSC personnel.
<b>SUPPLEMENTAL INFORMATION</b>
<u>Is there a model for this facility? Is there a prototype for certain types of spaces, functions, or materials? Describe or attach examples. Include journal or professional articles.</u>
Not applicable.

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**INSTRUCTIONS: Fill in entire form. Every box must be completed. If requirement is not applicable, say why.**

\* Description of Project: Type and size of building or renovation. Include special features of project. What level (grade) of construction is to be used?

\*Priority Rank: Rating within agency Project Type: Renovation, new building, or leased space Project Mission: How does the building fit into the agency's plans. Is this a new program or an existing program? Architectural features included in project shall contribute to the mission of the building and/or renovation.

\* Agency Strategic Plan: Long range plans and goals that strengthen the agency mission. Strategic plan should anticipate growth. Project mission should be part of agency strategic plan.

\* Facility Master Plan: Include age of facility, activities that occur there now and that shall occur in the future, include design standards for exterior and interior. Attach current master plan or other documentation. Are there architectural standards required for the facility campus.

\* The purpose of an executive summary is to provide the essential arguments for approval of the project in the fewest words possible.

\* Describe the project's size, type, scope, and its proposed location: If a renovation, describe if project is to repair an existing facility, replace deteriorated building components, upgrade existing building components, replace functionally obsolete spaces, change of use in building, correct code violations, hazardous material abatement.

\* Relate the project need and specific objectives to the agency's mission statement and Strategic Plan. Project justification should correlate with agency mission and agency strategic plan. Include where you are now and where you want to go. Make sure that growth is anticipated.

\* What is the cost of this project and why is this project the most cost-effective and practical solution to this need? What are the proposed funding sources? Include life cycle costs and operating costs associated with this project .

\* Explain the functions and performance characteristics of the completed project. Include any special mechanical, electrical, plumbing, or building requirements.

\* Are there any special requirements for this project?: Is phasing required? If renovation, where will present occupants be housed during renovation? What site considerations will be involved?

<b>Spaces in Existing Facility</b>	LSUHSC-NO		<b>Facility Planning and Control</b>			
	Data Center Replacement		1201 N. 3rd Street			
	3/24/2023	S10914	Baton Rouge, LA 70804			
Building type: Research and Office					Additional/ special parking: ___ Y ___ x ___ N	
Asbestos present in building? Y ___ N (note locations)		Building's Age 37 ___	Building to be demolished ___ Y ___ x ___ N		Projected move in date: 12/2026	
Current number of staff _____		Growth Factor _____	Projected public use of facility _____ per (Circle) Day Month Year		Projected number of Staff _____ in ___ years	
Type of Space	Number of spaces	Sq/Ft per space	Total sq/ft	Special Equipment	Space to be Renovated or Remain	Comments
<b>Core Space</b>						
			0			
new data center	1		2500	servers, back up power and environmental control equipment	renovated	space will be renovated
			0			
			0			
			0			
			0			
Administration Spaces	Number of Spaces	Sq/Ft per Space	Total sq/ft	Special Equipment	Space to be Renovated or Remain	Comments
			0			
			0			
			0			
			0			
			0			
			0			
			0			
Secondary Spaces	Number of spaces	Sq/Ft per Space	Total sq/ft	Special Equipment	Space to be Renovated or Remain	Comments
			0			
			0			
			0			
			0			
			0			
			0			
Storage	Number of spaces	Sq/Ft per Space	Total sq/ft	Special Equipment	Space to be Renovated or Remain	Comments
			0			
			0			
			0			
			0			
			0			
			0			
			0			
<b>Total</b>			2500			Funding Notes
<b>Burden Factor</b>						Self-generated
<b>Gross Building sq/ft</b>			2500	Funding Available	\$ 2,000,000.00	
<b>Construction price per sq/ft</b>		\$	640.00	Contingency/ fees	\$ 400,000.00	
<b>Total</b>		\$	1,600,000.00	Estimated AFC	\$ 1,600,000.00	

Special Comments.

This is a renovation project to renovate existing space into a new data center. The SF of the existing data center to be reassigned to new functions is not included in the SF amount indicated.

**INSTRUCTIONS: All spaces that are going to be associated with this capital outlay request need to be accounted for.**

\* Refer to the FM program to confirm if there is asbestos present in the building. The web site is <http://www.gcr1.com/fpc/>

\* If there are any special Parking requirements associated with the site or the people using the facility list them under comments.


\* Under "Special Equipment" list any equipment this is going to be required in in the space. Also include the number of devices. Special Equipment would not include

\* Under "Renovation/ Remain" list if the space is going to remain in current condition and function or will it be renovated. If the function of the space is going to change

\* If there are any spaces that have a proximity relationship to other spaces list the spaces and there relation ship under comments.

\* If there are any questions concerning the burden factor see "New Space."




<b>Proposed New/ Renovated Spaces</b>	LSUHSC-NO			<b>Facility Planning and Control</b>		
	Data Center Replacement			1201 N. 3rd Street		
	Date	3/24/2023	S10914	Baton Rouge, LA 70804		
	Projected move in date 12/26		Temporary facilities available __Y__N		Asbestos abatement required __Y__x__N	
Projected public use of facility _____ per (Circle) Day Month Year		Number of staff _____		Growth Factor _____	Projected number of staff _____ in _____ years	
<b>Type of Space</b>	Number of spaces	Sq/Ft per	Total Sq/Ft	Special Requirements; Finishes, Construction, Equipment, Utilities	Proximity Requirements/ Comments	
			0			
			0			
			0			
			0			
			0			
			0			
			0			
			0			
			0			
			0			
			0			
<b>Administration Spaces</b>	Number of spaces	Sq/Ft per	Total Sq/Ft	Special Requirements; Finished, Construction, Equipment	Proximity Requirements/ Comments	
			0			
			0			
			0			
			0			
			0			
			0			
			0			
			0			
<b>Secondary Spaces</b>	Number of spaces	Sq/Ft per	Total Sq/Ft	Special Requirements; Finished, Construction, Equipment	Proximity Requirements/ Comments	
			0			
			0			
			0			
			0			
			0			
			0			
			0			
			0			
<b>Storage Spaces</b>	Number of spaces	Sq/Ft per Space	Total Sq/Ft	Special Requirements; Finished, Construction, Equipment	Proximity Requirements/ Comments	
			0			
			0			
			0			
			0			
			0			
<b>Total</b>			0		Sources of Funding for project	
<b>Burden Factor</b>			0			
<b>Gross Building sq/ft</b>			0	Funding Available	\$	-
<b>Construction price per sq/ft</b>		\$	-	Contingency / fees	\$	-
<b>Total</b>		\$	-	Estimated AFC	\$	-
Special Comments						
This project does not involve constructing new space. It is a renovation project.						

**INSTRUCTIONS: All spaces that are going to be associated with this capital outlay request need to be accounted for.**

- \* If there is more than one person in a space please note under comments.
- \* In "Projected Move in Date" list the date and give a reason for this date in the "Special Comments" section at the bottom of the form.
- \* Refer to the FM program to confirm if there is asbestos present in the building. The web site is <http://www.gcr1.com/fpc/>
- \* If there are any questions concerning this form contact the Senior Manager assigned to the facility mentioned in the form.
- \* List "Special Requirements; Finishes, Construction, Equipment, Utilities"- List all special Mechanical needs finishes or equipment requirements associated
- \* The "Proximity Requirement" refers to any room that has to be near or adjacent to another room. If rooms are to be as remote as possible this also needs to

Examples of Means of Financing include: General Obligation Bonds, Self Generated, Revenue Bonds, etc.

- \* The burden factor includes support spaces such as stairs, mechanical rooms, electrical closets, restrooms, etc. and can range from slightly more than 1.00 to
- \* In the "Special Comments" area you can list any additional information pertaining to the building.

<b>Utilities Data Sheet</b>	LSUHSC-NO				
	Data Center Replacement				
	3/24/2023	S10914	Baton Rouge, LA 70804		
Are there any requirements for a utilities investigation on the site?					
Type of Utilities	Type/ size	Located on site plan	Supplier of Utilities	Comments	
Electricity	480V/ 1500amp	Loading Dock	Entergy		
Natural Gas	6"	Gravier	Entergy		
Water Line	6" feeder	Gravier	NO S&WB		
Chilled water Line	1,149 tons	power plant	CenTrio		
Steam lines	15,000 lbs	power plant	CenTrio		
Sanitary Sewage Lines	12"	multiple	NO S&WB		
Telephone	1500 pair		AT&T		
Cable	yes		Cox		
Fiber optic lines	yes	walkway	AT&T		
Storm Drain	10"-12"	multiple	NO S&WB		
Irrigations system	2"	multiple	campus		
Supplier Name	Address		Phone	Contact person	
Entergy New Orleans	1600 Perdido St New Orleans, LA 70112		Ph 800-766-1648 Fax		
S&WB	625 St. Joseph St. New Orleans, LA 70112		Ph 504-529-2837 Fax		
CenTrio	1661 Gravier St. New Orleans, LA 70112		Ph 504-569-2135 Fax		
			Ph		
			Fax		
<b>Site Plan</b>	Sketch site and location of utilities known if site plan not available				
The project is located at 433 Bolivar Street, New Orleans, LA 70112 and includes portions of the 5th and 7th floors.					

**INSTRUCTIONS: All the information concerning the utilities associated with the site needs to be described in the form.**

\* If there are any questions concerning this form contact the Senior Manager assigned to the facility mentioned in the form.

\* Under "Comments" list any problems or the current conditions of the utilities.

\*If a hard copy of the site plan is available attach a copy of the plan to this form.

\*The site plan is used for general purposes only.

\*Show all servitudes and boundaries that are known.



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## Board of Supervisors

### ATHLETICS COMMITTEE

BOARD OF SUPERVISORS MEETING | APRIL 21, 2023



**Board of Supervisors**

**Request from LSU A&M to Approve First Amendment to  
Employment Agreement for Assistant Coach for the LSU Football Team**

**Date:** April 21, 2023

**1. Bylaw Citation**

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

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

\* \* \* \*

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

**2. Summary of Matter**

This resolution seeks approval of the Second Amendment to Employment Agreement for Brad Davis to extend the term of his employment to include the 2023-2024 football season. The original Employment Agreement for Brad Davis was approved by the Board of Supervisors on August 6, 2021 and signed by the President on August 9, 2021. A First Amendment to Employment Agreement was entered on April 8, 2022 to adjust Post-Season Incentive Compensation.

The original Employment Agreement is scheduled to expire on March 31, 2024 and the total compensation for the final year of the current term is set at \$850,000. The proposed Second Amendment extends the term of the Employment Agreement for an additional season, through January 15, 2025, and provides for prorated total compensation for the additional season in the amount of \$870,000. (Total compensation excludes any contingent compensation or one-time amounts.)

**3. Review of Business Plan**

Not applicable.

**4. Fiscal Impact**

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

**5. Description of Competitive Process**

Not applicable.

**6. Review of Legal Documents**

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

**7. Parties of Interest**

LSU and the above-named personnel.

**8. Related Transactions**

None.

**9. Conflicts of Interest**

None known

**10. Attachment**

Second Amendment to Employment Agreement for Brad Davis

**RESOLUTION**

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

## SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement (“Second Amendment”) is made and entered into as of this 1st day of February, 2023 (“Effective Date”), 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 Brad Davis (“Employee”):

WHEREAS, LSU and Employee are parties to that certain Employment Agreement (“Employment Agreement”) dated June 11, 2021, which was amended on April 8, 2022, and which Employment Agreement is set to expire March 31, 2024;

WHEREAS, LSU and Employee desire to further amend certain provisions of the Employment Agreement pursuant to the terms herein;

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

1. **Modification of Term.** Effective February 1, 2023, Section 1(F) of the Employment Agreement is deleted and replaced with the following:

“F. “End Date”: January 15, 2025.”

2. **Modification of Supplemental Compensation.** Effective February 1, 2023, Section 2(A) of Schedule A of the Employment Agreement is deleted and replaced with the following:

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

April 1, 2022 through March 31, 2023:	\$430,000
April 1, 2023 through March 31, 2024:	\$450,000
April 1, 2024 through January 15, 2025:	\$470,000

This compensation to Employee is for being available for, appearing on or participating in, as requested, University-sanctioned television, radio or internet programming, including streaming services, concerning LSU and the Team.”

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

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

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

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

  
\_\_\_\_\_                                  2/14/23  
Brad Davis                                  Date



**Board of Supervisors**

**Request from LSU A&M to Approve First Amendment to  
Employment Agreement for Defensive Coordinator for the LSU Football Team**

**Date:** April 21, 2023

**1. Bylaw Citation**

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

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

\* \* \* \*

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

**2. Summary of Matter**

This resolution seeks approval of the First Amendment to Employment Agreement for Matt House to extend the term of his employment to include the 2025-2026 football season. The original Employment Agreement for Matt House was approved by the Board of Supervisors on March 4, 2022 and signed by the President on April 12, 2022.

The original Employment Agreement is scheduled to expire on January 15, 2025 and the total compensation for the final year of the current term is set at \$2,000,000. The proposed First Amendment extends the term of the Employment Agreement for an additional year, through January 15, 2026, and provides for total compensation for the additional year in the amount of \$2,100,000. (Total compensation excludes any contingent compensation or one-time amounts.)

**3. Review of Business Plan**

Not applicable.

**4. Fiscal Impact**

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

**5. Description of Competitive Process**

Not applicable.



**6. Review of Legal Documents**

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

**7. Parties of Interest**

LSU and the above-named personnel.

**8. Related Transactions**

None.

**9. Conflicts of Interest**

None known

**10. Attachment**

First Amendment to Employment Agreement for Matt House

**RESOLUTION**

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

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

This First Amendment to Employment Agreement (“First Amendment”) is made and entered into as of this 19th day of January, 2023, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate IV, its duly authorized President, and Matt House (“Employee”):

WHEREAS, LSU and Employee are parties to that certain Employment Agreement (“Employment Agreement”) dated March 4, 2022, and which is set to expire January 15, 2025;

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

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows effective this date:

1. **Modification of Term.** Effective January 19, 2023, Section 1(F) of the Employment Agreement is deleted and replaced with the following:

“F. “End Date”: January 15, 2026.”

2. **Modification of Supplemental Compensation.** Effective January 19, 2023, Section 1(A) of Schedule A of the Employment Agreement is deleted and replaced with the following:

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

Start Date through January 15, 2023:	\$1,400,000
January 16, 2023 through January 15, 2024:	\$1,500,000
January 16, 2024 through January 15, 2025:	\$1,600,000
January 16, 2025 through January 15, 2026:	\$1,700,000

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

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





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# Board of Supervisors

## MEETING MINUTES

BOARD OF SUPERVISORS MEETING | APRIL 21, 2023

MINUTES  
LSU BOARD OF SUPERVISORS MEETING  
*Board Room University Administration Building  
3810 West Lake Drive, Baton Rouge, LA 70808  
Friday, February 10, 2023 | 9:00 a.m. CT*

I. Call to Order and Roll Call

Mrs. Valencia Sarpy Jones, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on February 10, 2023.

Present

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

Absent

Ms. Mary Leach Werner

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

II. Invocation and Pledge of Allegiance

The invocation was offered by Byron Hansley, a junior studying Political Communications. The Pledge of Allegiance was delivered by Ms. Amber Salone, a junior studying Biological Sciences. ROTC presented the colors.

III. Public Comment

There were five individuals registered for public comment.

The following individuals made comments related to Item 2 on the Academic Committee Agenda, Request from LSU A&M to Name the Dale Brown/Sue Gunter Court: Jeffery Marx, Ben McDonald, Kenny Almond, Delia Taylor, and Trent Angers.

IV. Committee Meetings

Ms. Jones adjourned the regular meeting to convene the committee meetings.

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

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

4.A.1. Presentation on the Virtual Production Studio

Greg Trahan, Director of Economic Development for the Office of Research and Economic Development, led the presentation regarding the research significance and potential economic impact of the Virtual Production Studio.

No action needed on the item.

**4.B. Academic Committee**

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

4.B.1. Recommendation to Approve Conferral of Degrees for CY2023 Commencement Exercises

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the conferral of degrees for the CY2023 Commencement Exercises from LSU A&M.

4.B.2. Request from LSU A&M to Name the Dale Brown/Sue Gunter Court

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

A vote was conducted. There were 6 yeas (Mr. Brown, Ms. Shaw, Mr. Armentor, Mr. Morrow, Mr. Temple, and Mr. Williams) and 2 nays (Mr. Mallett and Mr. Starns).

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to name the Dale Brown/Sue Gunter Court.

4.B.3. Consent Agenda

There were 4 items on the consent agenda.

Upon motion by Mr. Mallett, seconded by Ms. Shaw, the following items were approved unanimously.

Request from LSU Health Sciences Center- New Orleans to Name the Joseph M. Moerschbaecher, III, Ph.D. Library Commons

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to name the Joseph M. Moerschbaeher III, Ph.D. Library Commons.

Request from LSU A&M to Name Two Rooms in the Football Operations 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 A&M to name two rooms in the Football Operations Building.

Request from LSU A&M to Amend the Edwin K. Hunter Chair in the Traditions of Rhetoric and Argument in Communication Studies.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to Amend the Edwin K. Hunter Chair in the Traditions of Rhetoric and Argument in Communication Studies.

Request from LSU A&M to Revisit its Vision and Mission Statements

**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 revisit its Vision and Mission Statements.

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

Present for the Finance Committee were Mr. Morrow, Mr. Blossman, Ms. Aronson, Mr. Starns, Mr. Morris, Mr. Williams, and Mr. Zuschlag

##### **4.C.1. Request to Authorize the University to Negotiate a Contract for Dining Services with Recommended Vendor**

Motion by Mr. Blossman, seconded by Mr. Starns, to move item to the next meeting.

A vote on the motion was conducted. There were 2 yays (Mr. Blossman and Mr. Starns) and 5 nays (Mr. Morrow, Ms. Aronson, Mr. Morris, Mr. Williams, and Mr. Zuschlag).

Motion by Mr. Zuschlag and Second by Mr. Morris to approve the original recommendation. A roll call vote was conducted. There were 5 yeas (Mr. Morrow, Ms. Aronson, Mr. Morris, Mr. Williams, and Mr. Zuschlag) and 2 nays (Mr. Blossman and Mr. Starns).

The motion is approved.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to Negotiate and Execute a Contract for Dining Services.

##### **4.C.2. Request for Authorization to Execute Agreements for Our Lady of the Lake Sponsorship/Partnership and Operation of Student Health Center.**

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

There were 5 yeas (Mr. Morrow, Ms. Aronson, Mr. Morris, Mr. Williams, and Mr. Zuschlag) and 2 nays (Mr. Blossman and Mr. Starns).

**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 Execute Agreements for Our Lady of the Lake Sponsorship/Partnership and Operation of Student Health Center.

- 4.C.3. Request from Pennington Biomedical Research Center to Amend the Existing Development Services Agreement with Pennington Biomedical Research Foundation

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from Pennington Biomedical Research Center to Amend the Existing Development Services Agreement with Pennington Biomedical Research Foundation.

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

Present for the Athletics Committee were Ms. Aronson, Mr. Dampf, Mr. Mallet, Ms. Shaw, Mr. Woods, and Mr. Zuschlag

Upon motion by Mr. Mallet, seconded by Mr. Dampf, the following item was approved unanimously.

- 4.D.1. Request from LSU A&M to Authorize the President to Execute an Intent to Purchase Agreement with Respect to the Louisiana Emerging Technology Center 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 A&M to authorize the President to Execute an Intent to Purchase Agreement with Respect to the Louisiana Emerging Technology Center Building.

**4.E. Athletics Committee**

Present for the Athletic Committee were Mr. Temple, Mr. Zuschlag, Ms. Aronson, Mr. Blossman, Mr. Dampf, Mr. Morrow, Mr. Williams and Mr. Woods

- 4.E.1. Request from LSU A&M for Employment Contract for Lori Williams, Deputy Athletics Director for Leadership and Strategy.

Upon motion by Mr. Blossman, and seconded by Mr. Zuschlag, the item was approved unanimously.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the employment contract from LSU A&M for Lori Williams, Deputy Athletics Director for Leadership and Strategy.

**V. Reconvene Board Meeting**

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



Present

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

Absent

Ms. Mary Leach Werner

VI. Approval of Minutes from the December 9<sup>th</sup>, 2022 Board Meeting

Upon motion by Mr. Zuschlag, seconded by Mr. Blossman, the minutes were approved unanimously.

VII. Reports from Faculty Advisors and Staff Advisors

Dr. Kamboj reported on behalf of the Faculty Advisors.

Tammy Millican reported on behalf of Staff Advisors.

VIII. President's Report

The president provided an informative report.

IX. Approval of Committee Recommendations

Ms. Jones called for a motion to accept all committee recommendations. Motion to approve by Mr. Mallett, seconded by Mr. Dampf. The committee minutes were approved. Mr. Blossman registered a nay vote for approval of the Academic Committee.

XIV. Chair's Report

Ms. Jones provided a report on the \$10 Million grant from the U.S. Department of Agriculture and the LSU Women's Golf, Volleyball, Soccer and Football teams for their accomplishments and wins. Chairman Jones welcomed Dr. David Guzick, Chancellor of the Shreveport Health Sciences Center and Mr. John Walters, Vice President of External Affairs, to the LSU Family. Chairman Jones ended by emphasizing the safety of our students and wishing everyone a Happy Mardi Gras.

XV. Adjournment

Without further business before the Board, motion to adjourn by Mr. Morrow. Without objection, the meeting was adjourned.



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## Board of Supervisors

# AMENDMENTS TO BOARD SELF-EVALUATION POLICY



## Board of Supervisors

### **Request to Amend the Responsibilities Section of the Board Self-Evaluation Policy to replace the Affiliation Organization Oversight Committee with the Executive Committee**

**Date:** March 20, 2023

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

Pursuant to Article XI

New bylaws may be adopted, and bylaws may be amended or repealed, at any meeting of the Board, but no such action shall be taken unless notice of such proposed adoption, amendment, or repeal shall have been given at a previous meeting or notice in writing of the proposed change shall have been served upon each member of the Board at least thirty (30) calendar days in advance of the final vote upon such change, provided, however, that by a vote of two-thirds (2/3) of the entire membership of the Board, the requirement for such notice may be waived at any time.

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

To replace the Affiliation Organization Oversight Committee with the Executive Committee on the Board Self- Evaluation Policy.

#### **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**

N/A

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

N/A

## **9. Conflicts of Interest**

None.

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the “Board”) does hereby amend the Responsibilities section of the Board Self-Evaluation Policy to replace the Affiliation Organization Oversight Committee with the Executive Committee on the Board Self-Evaluation Policy. The amendment shall read as following:

#### **Amend Board Self-Evaluation Policy**

##### Responsibilities

The responsibility to conduct the evaluation shall fall under the **Executive Committee**. The Board staff and other specifically identified individuals shall provide the services needed to support the self-evaluation.



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**Board of Supervisors**

LOUISIANA STATE UNIVERSITY BOARD OF SUPERVISORS

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SELF-EVALUATION POLICY

June 28, 2019

## INTRODUCTION

Louisiana Constitution, Article VIII, Section 7, creates the LSU Board of Supervisors which “shall supervise and manage the institutions, statewide agricultural programs, and other programs administered, through its system.” The uncommonly broad grant of constitutional authority allows the LSU Board of Supervisors to exercise broad jurisdiction, control, and authority over each and every aspect of the LSU System, including the structure, organization, personnel, assets, and activities of the University. The interpretation of when and how to exercise this authority is determined by the Supervisors acting collectively as a Board. Fifteen Supervisors are selected by the Governor and confirmed by the Louisiana Senate, and one seat is reserved for a student elected from among the various student bodies. The sixteen members of the LSU Board of Supervisors represent the various districts of the state and are professionally engaged in activities of commerce and labor in addition to their roles as Supervisors. While they individually may be far from any campus, they are close to the constituents for which the University is meant to serve.

The role of a Supervisor is a sacred trust that reflects the importance of the University in every Louisiana parish and to every Louisiana citizen. As part of that sacred trust, the Board of Supervisors engages in an annual self-evaluation as a means to assess each Supervisors’ continued commitment to understanding, analyzing their responsibilities as collective, calibrate expectations, and visualize future growth. The value of such an evaluation is reaffirmed by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) which requires such an evaluation of all postsecondary institutions in the region according to its Principles of Accreditation (Section 4, Subsection 2g). Through the self-evaluation process, the LSU Board of Supervisors is expressing its commitment to excellence through reflection.

This self-evaluation policy is intended to guide the desire, commitment, engagement, optimism and vigilance required of the Supervisors to promote the future successes of LSU, faculty, staff, students, alumni, and all of the people of the State of Louisiana.

## DUTIES OF THE BOARD

The LSU Board of Supervisors has constitutional, statutory, regulatory, and expert authority to conduct the business of the University. The Louisiana Constitution leaves the authorities very broad by requiring the Board to “supervise and manage” the University.

## PROCESS

The Board Self-Evaluation process is intended to gather information and guide self-reflection for the Board as mechanism for improvement.

Step 1: Distribution of any questionnaire or material for the purpose of gathering comments.

Step 2: Collect the information, ensuring confidentiality as much as possible.

Step 3: Analyze the information.

Step 4: Conduct a session to review the results and consider possible actions.

Step 5: Report on the process and provide a summary.

## OUTCOMES

At the conclusion of the self-evaluation process, the Board should have greater understanding of a shared vision for the institution and expectations for the upcoming year. The Chairman should be provided a summary of the self-evaluation and have inserted a summary into the minutes of a subsequent Board meeting. The summary should include statements about the Board's expectations and responsibilities.

## RESPONSIBILITIES

The responsibility to conduct the evaluation shall fall under the **Executive Committee**. The Board staff and other specifically identified individuals shall provide the services needed to support the self-evaluation.

## SELF-EVALUATION QUESTIONS

1. What should the LSU Board of Supervisors know about the history and culture of the institution?
2. What should the LSU Board of Supervisors know about the academic operations?
3. What should the LSU Board of Supervisors know about the financial operations?
4. What should the LSU Board of Supervisors know about student activities?
5. What should the LSU Board of Supervisors know about the research enterprise?
6. What should the LSU Board of Supervisors know about the roles of healthcare, medical education, and hospitals play at LSU?
7. What should the LSU Board of Supervisors know about the roles that agriculture and rural development play at LSU?
8. Does the LSU Board of Supervisors operate in an ethical manner? Legal manner?
9. What areas can be improved?
10. Comments by the Supervisors:





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## Board of Supervisors

### REPORTS TO THE BOARD

BOARD OF SUPERVISORS MEETING | APRIL 21, 2023

# **Louisiana State University**



**Semi-Annual Financial Report  
For Six-Month Period Ending December 31, 2022**

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**CAMPUS CORRESPONDENCE**

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*To:* William F. Tate IV  
LSU President

January 17, 2023

*From:* Kimberly J. Lewis  
Executive Vice President of Finance and Administration  
& Chief Administrative Officer

A handwritten signature in blue ink, appearing to be 'K. Lewis', is written over the 'From:' field.

*Subject:* Semi-Annual FY 2022-2023 Financial Report

The first FY 2022-2023 semi-annual financial report for presentation to the Board of Supervisors shows that LSU is on track to complete the fiscal year within the approved operating budget.

The staff and I will be happy to answer any questions concerning the data in the report.

Attachment

<b>Unrestricted Operations</b>		Actual Amount for each semi-annual period in 2022-2023		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
<b>Revenues</b>				
General Fund	135,744,107	79,184,063	0	79,184,063
Statutory Dedications	9,086,469	4,448,407	0	4,448,407
Interim Emergency Board	0	0	0	0
Interagency Transfers	7,764,963	4,087,344	0	4,087,344
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	528,425,309	431,349,672	0	431,349,672
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>681,020,848</b>	<b>519,069,486</b>	<b>0</b>	<b>519,069,486</b>
<b>Expenditures by Object:</b>				
Salaries		138,976,126	0	138,976,126
Other Compensation		15,293,309	0	15,293,309
Related Benefits		54,710,023	0	54,710,023
Personal Services		<b>208,979,458</b>	<b>0</b>	<b>208,979,458</b>
Travel		1,040,599	0	1,040,599
Operating Services		26,755,889	0	26,755,889
Supplies		11,771,268	0	11,771,268
Operating Expenses		<b>39,567,757</b>	<b>0</b>	<b>39,567,757</b>
Professional Services		3,729,672	0	3,729,672
Other Charges		93,211,505	0	93,211,505
Debt Services		0	0	0
Interagency Transfers		1,049,952	0	1,049,952
Other Charges		<b>97,991,129</b>	<b>0</b>	<b>97,991,129</b>
General Acquisitions		2,221,330	0	2,221,330
Library Acquisitions		164,808	0	164,808
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>2,386,138</b>	<b>0</b>	<b>2,386,138</b>
<b>Total Expenditures</b>		<b>348,924,482</b>	<b>0</b>	<b>348,924,482</b>
<b>Expenditures by Function:</b>				
Instruction		103,893,233	0	103,893,233
Research		31,135,356	0	31,135,356
Public Service		2,200,618	0	2,200,618
Academic Support (Includes Library)		40,649,360	0	40,649,360
Academic Expenditures		<b>177,878,567</b>	<b>0</b>	<b>177,878,567</b>
Student Services		9,550,819	0	9,550,819
Institutional Support		24,233,258	0	24,233,258
Scholarships/Fellowships		93,045,529	0	93,045,529
Plant Operations/Maintenance		43,157,648	0	43,157,648
Hospital		0	0	0
Transfers out of agency		1,058,662	0	1,058,662
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>171,045,915</b>	<b>0</b>	<b>171,045,915</b>
<b>Total Expenditures</b>		<b>348,924,482</b>	<b>0</b>	<b>348,924,482</b>

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	34,339,448	54,387,667	54,387,667
Sales and Services of Educational Activities	11,015,859	9,663,243	9,663,243
Auxiliaries	976,315	46,267,894	46,267,894
Endowment Income	18,568,254	18,070,611	18,070,611
Grants and Contracts	2,227,741	18,395,692	18,395,692
Indirect Cost Recovered	45,752,767	52,588,421	52,588,421
Gifts	5,323,781	4,413,592	4,413,592
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	56,162,594	51,611,277	51,611,277
<b>TOTAL</b>	<b>174,366,760</b>	<b>255,398,397</b>	<b>255,398,397</b>

**Overview and Analysis of Campus Operations**

The self-generated revenues for the first and second quarter include tuition and fees collected for the summer, fall, and a portion of the spring term.

# Semi -Annual Overview of Restricted Operations

Campus: *Louisiana State University A&M*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2022-2023						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations	0	0	0	0	0		0
Restricted Fees	34,339,448	42,750,653	22,702,434	54,387,667	0		54,387,667
Sales & Svcs of Educ. Activ's	11,015,859	12,338,974	13,691,591	9,663,243	0		9,663,243
Auxiliaries (List)							0
1 - Athletic Department	(31,756,508)	94,745,918	91,394,258	(28,404,848)	0		(28,404,848)
2 - Golf Course	459,950	236,867	341,030	355,786	0		355,786
3 - Residential Life	(1,082,104)	63,300,749	34,313,621	27,905,023	0		27,905,023
4 - Lab School Cafeteria	313,645	262,824	286,753	289,717	0		289,717
5 - Copier Mgmt & Mailing Services	9,624,954	721,169	438,245	9,907,877	0		9,907,877
6 - University Stores	503,139	2,850,775	2,671,120	682,794	0		682,794
7 - Parking, Traffic & Transportation	2,272,342	9,401,963	5,695,963	5,978,343	0		5,978,343
8 - Student Health	2,683,207	10,052,762	7,173,246	5,562,723	0		5,562,723
9 - Student Media	1,050,601	966,910	490,017	1,527,494	0		1,527,494
10 - Auxiliary Services	7,632,706	1,876,970	831,314	8,678,362	0		8,678,362
11 - Union	9,274,385	7,546,062	3,035,824	13,784,622	0		13,784,622
12		0	0	0	0		0
13		0	0	0	0		0
14		0	0	0	0		0
15		0	0	0	0		0
Endowment Income	18,568,254	1,534,671	2,032,314	18,070,611	0		18,070,611
Grants and Contracts							
Federal	(1,138,664)	73,362,790	71,397,679	826,448	0		826,448
State and Local	1,005,330	23,610,284	18,215,435	6,400,179	0		6,400,179
Private	2,361,075	18,866,054	10,058,064	11,169,065	0		11,169,065
Indirect Cost Recovered	45,752,767	5,239,212	(1,596,443)	52,588,421	0		52,588,421
Gifts	5,323,781	12,536,980	13,447,170	4,413,592	0		4,413,592
Federal Funds		0	0	0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0	0	0	0		0
Physician Practice Plans		0	0	0	0		0
Medicare		0	0	0	0		0
Medicaid		0	0	0	0		0
Uncompensated Care Costs		0	0	0	0		0
Sponsored Grants and Contracts		0	0	0	0		0
Sales and Services Other		0	0	0	0		0
All Other Sources	56,162,594	2,036,269	6,587,586	51,611,277	0		51,611,277
<b>TOTAL</b>	<b>174,366,760</b>	<b>384,238,857</b>	<b>303,207,220</b>	<b>255,398,397</b>	<b>0</b>	<b>0</b>	<b>255,398,397</b>

## Report on Restricted Operations

**Auxiliaries:** The negative fund balance for Athletics is due to the impact of COVID-19 restrictions on sporting events in FY21.

**Federal Grants:** The University must incur the expenses and seek reimbursement. Revenue is recognized after the expenses are incurred.

**State Grants:** Board of Regents grants provide a large part of the funding in advance, which provides positive cash flow for state projects.

**Indirect Cost Recovered:** The fund balance is comprised of funds that are earmarked to be used as start-up funds for new faculty members, matching funds for grants, high cost maintenance expenses for research equipment or lab renovations, and other unexpected costs. The start up costs can range from \$100,000 for a researcher in Humanities and Social Sciences to \$500,000 for researchers in Engineering to amounts in excess of \$3 million for an internationally renowned researcher in the College of Science.



**Office of the Vice President for Agriculture**

Date: January 25, 2023  
To: William Tate IV, President LSU System  
Louisiana State University  
From: Matthew R. Lee, Interim Vice President  
LSU Agricultural Center

Subject: FY 2022-2023 2<sup>nd</sup> Quarter Budget Update

The AgCenter appropriation by the legislature for FY23 annualized the \$3.6 million budget increase from FY22 and provided an additional \$4.4 million. The increased support in operational funds for FY23 are being utilized for continuation of existing research, extension, and teaching programs, merit increases, and helping to offset increased operational costs. Anticipated increases in operating costs include increases in energy/utilities, feed, fertilizer, fuel and operational support costs. Additionally, these funds will be used for new priority initiatives further detailed below.

The AgCenter is tremendously appreciative for the support of the Governor, the Commissioner of Administration, and the legislature. This funding is invaluable in providing stability to the community extension programs and long-term agricultural research at the core of the AgCenter's mission. Programs continue to be prioritized to meet stakeholder needs, recruit students in agricultural disciplines for 4-H programs and for the College of Agriculture, expand rural economic development initiatives and develop expanded opportunities for sustainable agricultural production.

The LSU AgCenter is part of the LSU System, and like the entire system, systemic reductions in funding were implemented that fundamentally altered the ability of the institution to deliver on its traditional mission. The LSU AgCenter remains underfunded relative to the scope of its mission, but the faculty and staff continue to perform at an exceptionally high level, yielding positive impacts for the agricultural industry across the state. Historic recessions in state general funding and statutory dedications coupled with increases in mandated operational costs have yielded reductions to programming and staffing over time. The organization remains staffed at a level approximately 30% below the pre-budget cut era.

The research/innovation part of the mission in particular requires continual additional investment in order to conduct the scientific work necessary to drive agricultural innovations for the state growing and producing community and enhance agricultural profitability. Current investment priorities for the AgCenter include precision agriculture, invasive species management, bioenergy and bioproducts, soil and water health and management, and food safety and security. Relative to the budget, our core priorities going forward are to enhance our existing infrastructure and human capital (through facilities renovations and competitive compensation packages) as well as secure additional talent and infrastructure to conduct research and subsequent extension work related to these topical areas.

The specific challenges are straightforward. Escalating costs undermine our ability to remain competitive in the war for talent. Aging facilities and research infrastructure inhibits our efforts to remain on the cutting edge of scientific discovery. As the largest higher education-based topical research program in the state, the AgCenter is a sound and impactful long term investment for the state that yields direct economic benefits to one of the largest industries in the state through our unique ability to generate scientific innovation that is immediately translatable to the food producing community.

Thus far in the current fiscal year, the AgCenter has implemented a restructuring to establish dedicated extension and research leadership functions. An executive associate VP and director of the agricultural experiment stations has been appointed to lead the research function. Likewise, an executive associate VP and director of the cooperative extension service has also been appointed to lead the outreach and extension function. These positions will work together to ensure growth in the cutting-edge research program and concomitant evolution of our extension programming. The latter is partly a science and engineering communication vehicle to disseminate applied knowledge and innovations to stakeholders throughout Louisiana and beyond.

In the first half of the fiscal year, federal and state resources have been maximized to purchase much needed equipment and complete repairs on facilities in disrepair. In addition, fifteen new statewide extension positions have been funded through state and federal funds to start rebuilding the extension presence throughout the state. The focus for the remaining 6 months will be on growing the infrastructure to drive the research program. Focus will be on growing precision agriculture research with the hiring of dedicated professors. In addition, research centers in entomology and invasive species research will be enhanced.



The AgCenter has the following continued priorities in the fiscal year.

- Continue to maintain an appropriate extension presence in parishes, both in-person and virtually.
- Continue to refine the commodity-based staffing plan for agricultural agents and develop supportive training strategies and web-based material.
- Examine 4-H programs to effectively increase the overall program offerings and participation with an expanded use of technology for remote learning opportunities.
- Provide a critical mass of faculty at stations and in academic departments, including support for adequate faculty to teach in the College of Agriculture.
- Provide research and extension faculty to support Louisiana's principal agricultural commodities and emerging areas.
- Provide adequate staff, operating support and infrastructure to support faculty programs.
- Capitalize on major grant-funded nutrition initiatives by maintaining adequate faculty to conduct general nutrition education.

New individualized priorities have been identified within our mission for the AgCenter. These initiatives are being prioritized with existing and new funds provided for FY23 operations.

- Increased Operational Costs
- Plant Biotechnology/Crop Development
- Precision Agriculture/Digital Agriculture
- Bio Fuels/Bio Processing
- Food Safety & Security
- Childhood Obesity-Healthy Lifestyles
- 4-H Youth Character & Workforce Development Initiative
- Healthy Communities
- Water Resources
- Rural Broadband Initiative

The AgCenter receives the majority of operational funds through three primary sources:

1. Federal capacity funds,
2. State appropriations, and
3. Local governments/Council/Police Jury/School Board

The AgCenter's primary source of funding is through state appropriation of general fund dollars. In addition to the state appropriation, a federal appropriation for land-grant institutions is provided from the Hatch Act, Smith-Lever Act, and McIntire Stennis Act. These funds are distributed based on formula for research, extension, and forestry research initiatives. As a land-grant institution responsible for extension support statewide, local governments provide financial and in-kind support for extension operations within each parish. This funding has also been stable in previous years, but declining revenues collected by local governments statewide threatens this stability.

The AgCenter is continuing to invest funds for information technology needs to replace significantly outdated computers, provide software for ADA compliance, improve connectivity at statewide parish offices and research stations, provide training for faculty and staff on new technology that is essential to remaining in contact with stakeholders and update security measures to combat increased risks to institutional information.

Thank you for the opportunity to describe the AgCenter's budget priorities and needs and for the ongoing support you have provided for our programs.

Sincerely,



Matt Lee  
Interim Vice President for Agriculture  
Interim Dean of the College of Agriculture

cc: Lori Parker  
Hampton Grunewald

**Appendix A**

*Enter Campus Name Here*

**Semi-Annual Revenues and Expenditures Executive Summary**

<b>Unrestricted Operations</b>		Actual Amount for each semi-annual period in 2022-2023		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
<b>Revenues</b>				
General Fund	84,229,404	49,133,819	0	49,133,819
Statutory Dedications	3,908,987	1,821,767	0	1,821,767
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	6,807,967	2,550,099	0	2,550,099
Federal Funds	13,018,275	(1,790,414)	0	(1,790,414)
<b>Total Revenues</b>	<b>107,964,633</b>	<b>51,715,270</b>	<b>0</b>	<b>51,715,270</b>
<b>Expenditures by Object:</b>				
Salaries		25,088,769	0	25,088,769
Other Compensation		1,552,448	0	1,552,448
Related Benefits		14,327,233	0	14,327,233
Personal Services		<b>40,968,450</b>	<b>0</b>	<b>40,968,450</b>
Travel		628,527	0	628,527
Operating Services		6,023,887	0	6,023,887
Supplies		1,765,237	0	1,765,237
Operating Expenses		<b>8,417,651</b>	<b>0</b>	<b>8,417,651</b>
Professional Services		219,413	0	219,413
Other Charges		241,359	0	241,359
Debt Services		0	0	0
Interagency Transfers		737,428	0	737,428
Other Charges		<b>1,198,199</b>	<b>0</b>	<b>1,198,199</b>
General Acquisitions		0	0	0
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Expenditures</b>		<b>50,584,301</b>	<b>0</b>	<b>50,584,301</b>
<b>Expenditures by Function:</b>				
Instruction		10,300	0	10,300
Research		14,264,049	0	14,264,049
Public Service		11,857,111	0	11,857,111
Academic Support (Includes Library)		1,595,095	0	1,595,095
Academic Expenditures		<b>27,726,555</b>	<b>0</b>	<b>27,726,555</b>
Student Services		0	0	0
Institutional Support		20,512,315	0	20,512,315
Scholarships/Fellowships		0	0	0
Plant Operations/Maintenance		2,345,430	0	2,345,430
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>22,857,746</b>	<b>0</b>	<b>22,857,746</b>
<b>Total Expenditures</b>		<b>50,584,301</b>	<b>0</b>	<b>50,584,301</b>

**Restricted Operations**

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	0	0	0
Sales and Services of Educational Activities	3,113,150	3,350,439	3,350,439
Auxiliaries	0	0	0
Endowment Income	555,843	123,907	123,907
Grants and Contracts	5,720,367	8,867,904	8,867,904
Indirect Cost Recovered	2,986,715	1,680,915	1,680,915
Gifts	4,268,050	4,533,538	4,533,538
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	17,374,846	20,294,962	20,294,962
<b>TOTAL</b>	<b>34,018,970</b>	<b>38,851,666</b>	<b>38,851,666</b>

**Overview and Analysis of Campus Operations**

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## **Semi-Annual Budget Summary Narrative**

### **For the Period Ending December 31, 2022**

#### **Revenues**

Unrestricted Revenues were received as anticipated. Expenditures were as anticipated. Restricted revenues in the form of gifts, grants and contracts were received at expected levels, although the Federal draw for December is not conducted until January 2023. All other collections are within expected levels.

The Pennington Biomedical Research Center Stores Auxiliary was not able to sustain a positive fund balance at the end of the first half of fiscal year 2023. We continue to closely monitor the Stores to ensure its operations remain viable.

#### **Expenditures**

Unrestricted expenditures have tracked within budget. Restricted funds expenditures are within expected parameters. There are no unexpected or material variances in relation to the budget. Overall, expenditure budgets are in line with expected expenditures for FY 2023.



---

John P. Kirwan, Ph.D.  
Executive Director

**Appendix A**

**Pennington Biomedical Research Center**

**Semi-Annual Revenues and Expenditures Executive Summary**

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2022-2023</b>		
	<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>	<b>Cumulative Total</b>
<b>Revenues</b>				
General Fund	31,316,452	18,267,930	0	18,267,930
Statutory Dedications	90,309	48,051	0	48,051
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	845,561	20,359	0	20,359
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>32,252,322</b>	<b>18,336,340</b>	<b>0</b>	<b>18,336,340</b>
<b>Expenditures by Object:</b>				
Salaries		7,788,464	0	7,788,464
Other Compensation		688,972	0	688,972
Related Benefits		3,012,583	0	3,012,583
Personal Services		<b>11,490,019</b>	<b>0</b>	<b>11,490,019</b>
Travel		33,216	0	33,216
Operating Services		2,614,523	0	2,614,523
Supplies		855,605	0	855,605
Operating Expenses		<b>3,503,344</b>	<b>0</b>	<b>3,503,344</b>
Professional Services		579,408	0	579,408
Other Charges		9,000	0	9,000
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		<b>588,408</b>	<b>0</b>	<b>588,408</b>
General Acquisitions		49,684	0	49,684
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>49,684</b>	<b>0</b>	<b>49,684</b>
<b>Total Expenditures</b>		<b>15,631,455</b>	<b>0</b>	<b>15,631,455</b>
<b>Expenditures by Function:</b>				
Instruction		0	0	0
Research		3,436,318	0	3,436,318
Public Service		632,258	0	632,258
Academic Support (Includes Library)		4,444,239	0	4,444,239
Academic Expenditures		<b>8,512,816</b>	<b>0</b>	<b>8,512,816</b>
Student Services		0	0	0
Institutional Support		3,251,691	0	3,251,691
Scholarships/Fellowships		0	0	0
Plant Operations/Maintenance		3,866,592	0	3,866,592
Hospital		0	0	0
Transfers out of agency		357	0	357
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>7,118,640</b>	<b>0</b>	<b>7,118,640</b>
<b>Total Expenditures</b>		<b>15,631,455</b>	<b>0</b>	<b>15,631,455</b>

**Restricted Operations**

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	0	0	0
Sales and Services of Educational Activities	426,583	395,127	395,127
Auxiliaries	430	(5,876)	(5,876)
Endowment Income	0	0	0
Grants and Contracts	1,281,070	2,935,902	2,935,902
Indirect Cost Recovered	3,544,233	2,586,668	2,586,668
Gifts	727,845	972,210	972,210
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	436,441	274,621	274,621
<b>TOTAL</b>	<b>6,416,602</b>	<b>7,158,652</b>	<b>7,158,652</b>

**Overview and Analysis of Campus Operations**

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# Semi -Annual Overview of Restricted Operations

Campus: **Pennington Biomedical Research Center**

Actual Amount for each Semi-Annual Period in FY 2022-2023							
Show Expenditures As Positive	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees		0		0	0		0
Sales & Svcs of Educ. Activ's	426,583	177,615	209,071	395,127	0		395,127
Auxiliaries (List)							
Pennington Stores	430	583,410	589,716	(5,876)	0		(5,876)
2		0		0	0		0
3		0		0	0		0
4		0		0	0		0
5		0		0	0		0
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income		0		0	0		0
Grants and Contracts							
Federal	47,834	9,730,028	9,548,233	229,629	0		229,629
State and Local	122,255	478,040	530,489	69,805	0		69,805
Private	1,110,981	5,649,844	4,124,358	2,636,468	0		2,636,468
Indirect Cost Recovered	3,544,233	3,414,626	4,372,191	2,586,668	0		2,586,668
Gifts	727,845	930,807	686,442	972,210	0		972,210
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	436,441	0	161,820	274,621	0		274,621
<b>TOTAL</b>	<b>6,416,602</b>	<b>20,964,370</b>	<b>20,222,320</b>	<b>7,158,652</b>	<b>0</b>	<b>0</b>	<b>7,158,652</b>

## Report on Restricted Operations

**Louisiana State University of Alexandria**  
**Semi-Annual Financial Report Narrative**

Overview and Analysis of Campus Operations:

Midway through FY23, unrestricted revenue is over projections. Budgets were based on a steadystate enrollment. Overall fall enrollment increased 11% over the previous Fall 2021 semester. However, on-campus enrollment was steady, while online students made up the majority of the increase. The online enrollment increase was 28% over the prior fall. With online tuition being considerably less than on-campus, it follows that self-generated revenue is not up by a proportional rate to that of enrollment. Expenditures are directly in-line with budget projections through December 31.

The university is continuing with priorities in enrollment and retention efforts. Several internal structural and leadership changes are underway to better align staffing and resources to position the institution for additional enrollment growth - both on-campus and online.

Report on Restricted Operations:

Through December, restricted accounts are directly in line with budget projections. The continued monitoring of revenue and expenses of Athletics and the Child Care Center has proven effective as both Auxiliary Units end the quarter with a positive balance. The Golf Course revenue and expenses have remained steady as compared to December 2021, however, the Auxiliary Unit continues to run in a deficit. Plans are underway to redevelop the area to better serve the student body and community.

The Federal Grants & Contracts, Duplications & Copy, Campus Card Operations, and Museum historically run a deficit mid-year due to timing of revenue being posted.





**Appendix A**

**Semi-Annual Revenues and Expenditures Executive Summary**

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2022-2023</b>		
	<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>	<b>Cumulative Total</b>
<b>Revenues</b>				
General Fund	7,003,258	4,085,235	0	4,085,235
Statutory Dedications	257,275	136,889	0	136,889
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	21,785,025	21,036,050	0	21,036,050
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>29,045,558</b>	<b>25,258,174</b>	<b>0</b>	<b>25,258,174</b>
<b>Expenditures by Object:</b>				
Salaries		6,520,652	0	6,520,652
Other Compensation		95,991	0	95,991
Related Benefits		3,129,412	0	3,129,412
Personal Services		<b>9,746,055</b>	<b>0</b>	<b>9,746,055</b>
Travel		77,038	0	77,038
Operating Services		1,823,038	0	1,823,038
Supplies		587,598	0	587,598
Operating Expenses		<b>2,487,673</b>	<b>0</b>	<b>2,487,673</b>
Professional Services		1,821,229	0	1,821,229
Other Charges		1,028,905	0	1,028,905
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		<b>2,850,134</b>	<b>0</b>	<b>2,850,134</b>
General Acquisitions		14,892	0	14,892
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>14,892</b>	<b>0</b>	<b>14,892</b>
<b>Total Expenditures</b>		<b>15,098,755</b>	<b>0</b>	<b>15,098,755</b>
<b>Expenditures by Function:</b>				
Instruction		6,541,030	0	6,541,030
Research		0	0	0
Public Service		0	0	0
Academic Support (Includes Library)		1,415,217	0	1,415,217
Academic Expenditures		<b>7,956,248</b>	<b>0</b>	<b>7,956,248</b>
Student Services		1,300,410	0	1,300,410
Institutional Support		2,500,296	0	2,500,296
Scholarships/Fellowships		999,608	0	999,608
Plant Operations/Maintenance		2,342,193	0	2,342,193
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>7,142,507</b>	<b>0</b>	<b>7,142,507</b>
<b>Total Expenditures</b>		<b>15,098,755</b>	<b>0</b>	<b>15,098,755</b>

**Restricted Operations**

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	4,482,673	5,383,546	5,383,546
Sales and Services of Educational Activities	400,716	446,947	446,947
Auxiliaries	3,393,905	4,467,058	4,467,058
Endowment Income	768,971	766,518	766,518
Grants and Contracts	142,535	488,889	488,889
Indirect Cost Recovered	14,369	14,369	14,369
Gifts	150,916	99,079	99,079
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	120,948	125,249	125,249
<b>TOTAL</b>	<b>9,475,033</b>	<b>11,791,655</b>	<b>11,791,655</b>

**Overview and Analysis of Campus Operations**

Midway through FY23, unrestricted revenue is over projections. Budgets were based on a steadystate enrollment. Overall fall enrollment increased 11% over the previous Fall 2021 semester. However, on-campus enrollment was steady, while online students made up the majority of the increase. The online enrollment increase was 28% over the prior fall. With online tuition being considerably less than on-campus, it follows that self-generated revenue is not up by a proportional rate to that of enrollment. Expenditures are directly in-line with budget projections through December 31.

The university is continuing with priorities in enrollment and retention efforts. Several internal structural and leadership changes are underway to better align staffing and resources to position the institution for additional enrollment growth - both on-campus and online.

# Semi -Annual Overview of Restricted Operations

Campus: **LSU of Alexandria**

Actual Amount for each Semi-Annual Period in FY 2022-2023							
Show Expenditures As Positive	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees	4,482,673	1,615,593	714,720	5,383,546	0		5,383,546
Sales & Svcs of Educ. Activ's	400,716	74,776	28,545	446,947	0		446,947
Auxiliaries (List)							0
1 - Athletic Department	(292,410)	1,089,851	682,579	114,862	0		114,862
2 - Golf Course	(1,820)	40,796	56,825	(17,849)	0		(17,849)
3 - Residential Life	57,199	924,020	322,024	659,195	0		659,195
4 - Duplication & Copy Services	(21,500)	7,620	64,572	(78,452)	0		(78,452)
5 - Bookstore	1,173,636	32,565	51,662	1,154,539	0		1,154,539
6 - Parking, Street & Safety	1,059,554	114,963	1,484	1,173,033	0		1,173,033
7 - Campus Card Operations	0	0	5,353	(5,353)	0		(5,353)
8 - Newspaper	6,104	2,919		9,023	0		9,023
9 - Union	1,003,270	336,578	301,745	1,038,103	0		1,038,103
10 - Yearbook	69,902	0		69,902	0		69,902
11 - Child Care Center	284,285	201,489	99,162	386,612	0		386,612
12 - Museum	55,685	85,000	177,242	(36,557)	0		(36,557)
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income	768,971	12,938	15,391	766,518	0		766,518
Grants and Contracts							
Federal	(3,431)	4,819,494	4,822,816	(6,753)	0		(6,753)
State and Local	141,458	356,801	142,833	355,426	0		355,426
Private	4,508	267,868	132,160	140,216	0		140,216
Indirect Cost Recovered	14,369	0		14,369	0		14,369
Gifts	150,916	456,348	508,185	99,079	0		99,079
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	120,948	4,161	(140)	125,249	0		125,249
<b>TOTAL</b>	<b>9,475,033</b>	<b>10,443,780</b>	<b>8,127,158</b>	<b>11,791,655</b>	<b>0</b>	<b>0</b>	<b>11,791,655</b>

## Report on Restricted Operations

Through December, restricted accounts are directly in line with budget projections. The continued monitoring of revenue and expenses of Athletics and the Child Care Center has proven effective as both Auxiliary Units end the quarter with a positive balance. The Golf Course revenue and expenses have remained steady as compared to December 2021, however, the Auxiliary Unit continues to run in a deficit. Plans are underway to redevelop the area to better serve the student body and community.

The Federal Grants & Contracts, Duplications & Copy, Campus Card Operations, and Museum historically run a deficit mid-year due to timing of revenue being posted.

Semi-Annual Financial  
Report Narrative FY 2022-  
23

**Overview and Analysis of Campus Operations**

Unrestricted Revenues are lower than anticipated due to a decrease in enrollment. Overall fall enrollment remained flat in comparison the previous Fall 2021 semester. Expenditures are in line with projections and continue to be monitored closely due to the decrease in revenues. Enrollment and retention efforts continue to be a top priority along with organizational restructuring to better service students.

**Report on restricted operations:**

Auxiliary revenues are slightly below budget projections due to the decrease in enrollment. Auxiliary expenditures are in slightly higher than projections and continue to be closely monitored.

Restricted Federal Grants are showing a deficit at mid-year due to the timing of draws and revenue being posted.

Restricted Fee expenditures are higher than budget projections due to increases in our SIS.

**Appendix A**

**LSU Eunice**

**Semi-Annual Revenues and Expenditures Executive Summary**

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2022-2023</b>		
	<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>	<b>Cumulative Total</b>
<b>Revenues</b>				
General Fund	5,645,852	3,293,415	0	3,293,415
Statutory Dedications	239,462	127,411	0	127,411
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	10,628,383	8,771,583	0	8,771,583
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>16,513,697</b>	<b>12,192,409</b>	<b>0</b>	<b>12,192,409</b>
<b>Expenditures by Object:</b>				
Salaries		3,775,242	0	3,775,242
Other Compensation		67,860	0	67,860
Related Benefits		1,937,863	0	1,937,863
Personal Services		<b>5,780,965</b>	<b>0</b>	<b>5,780,965</b>
Travel		24,596	0	24,596
Operating Services		1,385,814	0	1,385,814
Supplies		462,385	0	462,385
Operating Expenses		<b>1,872,795</b>	<b>0</b>	<b>1,872,795</b>
Professional Services		300	0	300
Other Charges		797,237	0	797,237
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		<b>797,537</b>	<b>0</b>	<b>797,537</b>
General Acquisitions		57,765	0	57,765
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>57,765</b>	<b>0</b>	<b>57,765</b>
<b>Total Expenditures</b>		<b>8,509,062</b>	<b>0</b>	<b>8,509,062</b>
<b>Expenditures by Function:</b>				
Instruction		2,454,748	0	2,454,748
Research		0	0	0
Public Service		0	0	0
Academic Support (Includes Library)		214,287	0	214,287
Academic Expenditures		<b>2,669,035</b>	<b>0</b>	<b>2,669,035</b>
Student Services		394,702	0	394,702
Institutional Support		3,049,602	0	3,049,602
Scholarships/Fellowships		786,070	0	786,070
Plant Operations/Maintenance		1,609,653	0	1,609,653
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>5,840,027</b>	<b>0</b>	<b>5,840,027</b>
<b>Total Expenditures</b>		<b>8,509,062</b>	<b>0</b>	<b>8,509,062</b>

**Restricted Operations**

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	1,280,544	1,680,826	1,680,826
Sales and Services of Educational Activities	0	0	0
Auxiliaries	416,148	1,398,385	1,398,385
Endowment Income	76,829	73,515	73,515
Grants and Contracts	(36,919)	(6,394)	(6,394)
Indirect Cost Recovered	0	0	0
Gifts	205,631	251,494	251,494
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	101,694	102,851	102,851
<b>TOTAL</b>	<b>2,043,927</b>	<b>3,500,677</b>	<b>3,500,677</b>

**Overview and Analysis of Campus Operations**

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# Semi -Annual Overview of Restricted Operations

Campus: **LSU Eunice**

Actual Amount for each Semi-Annual Period in FY 2022-2023							
Show Expenditures As Positive	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees	1,280,544	818,193	417,911	1,680,826	0		1,680,826
Sales & Svcs of Educ. Activ's		0		0	0		0
Auxiliaries (List)							0
1 Bookstore	229,860	833,345	851,112	212,093	0		212,093
2 Union	464,879	179,186	19,413	624,652	0		624,652
3 Athletics	(835,504)	850,961	474,003	(458,546)	0		(458,546)
4 Media	72,341	6,959	1,189	78,111	0		78,111
5 Housing	484,572	1,062,242	604,739	942,075	0		942,075
6				0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income	76,829	7,595	10,909	73,515	0		73,515
Grants and Contracts							
Federal		3,367,297	3,743,619	(376,322)	0		(376,322)
State and Local	13,386	448,635	111,611	350,410	0		350,410
Private	(50,305)	75,960	6,137	19,518	0		19,518
Indirect Cost Recovered		0		0	0		0
Gifts	205,631	294,741	248,878	251,494	0		251,494
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	101,694	1,157	0	102,851	0		102,851
<b>TOTAL</b>	<b>2,043,927</b>	<b>7,946,271</b>	<b>6,489,521</b>	<b>3,500,677</b>	<b>0</b>	<b>0</b>	<b>3,500,677</b>

## Report on Restricted Operations



Chancellor's Office  
318.797.5200 (Fax) 318.797.5180

SHREVEPORT

One University Place  
Shreveport, LA 71115-2399

January 26, 2023

President William F. Tate, IV  
Louisiana State University  
3810 West Lakeshore Drive  
Baton Rouge, La 70808

Subject: Fiscal Year 2022-23  
For Period Ended December 31, 2022

Dear President Tate:

LSU Shreveport has completed two strong quarters. New admits to our online programs through LSU Online were slightly up over a year ago, when last processed by Academic Partnerships. However, total enrollment slightly declined because we graduated more students than we enrolled. As such, our final Fall 2022 enrollment was **8,721** versus **8,881** a year earlier (and **9,955** for Fall 2020, at the height of the pandemic). Because we anticipated the possibility of a decline in enrollment, our budget for this year remains balanced and in a strong position for the remainder of this fiscal year.

LSUS is a very bimodal university with our significant online program enrollment (to illustrate, last year we graduated more African American students with Masters degrees than any other Louisiana university, including the Flagship). Prior to the pandemic, we were making strong progress rebuilding our face-to-face enrollment, assisted by the transformation of the campus with new learning/research spaces and a significant infusion of technology. In addition, we are reaching beyond the traditional Shreveport-Bossier market for the recruitment of F2F students. To illustrate, of our nearly 2,500 F2F students in the fall, we had students enrolled from **50** parishes, **34** states and **47** different foreign countries. We are moving in the right direction.

Thanks to your support, LSUS received **\$2.5M** in special funding in support of cyber security. This funding is a major game changer for us. It fully aligns to our Cyber Collaboratory, to the strategic goals of this region, and to our curriculum and students. We have consulted with both industry and Flagship leaders to create a strong, innovative plan for the funds, that thankfully will be allowed to be carried over beyond the current year. The future is exciting.

LSUS received a special, one-time legislative allocation of **\$1M** for this fiscal year (that has been extended one year). This will allow us to build a new, small science annex building (vivarium) to support cancer research by our faculty. We hope we will soon be able to initiate project bidding for the new campus car bridge that will finally link the Pilots Pointe Apartments to our campus ring road and for the replacement of the upper exterior walls of the Science Building and Technology Center.

LSUS is the only public university in the State of Louisiana without either a student health center or a student recreation center. LSUS is in the process of at least partially addressing the latter need. The Health & Physical Education Building was completed in 1982. It was built with an Olympic-sized swimming pool. Unfortunately, irreversible problems caused us to decommission the pool. It is currently being removed. When work is completed, a base cement floor will be installed.





LSUS has secured LSU legislative priority for the repurpose of the Natatorium (“LSUS HPE Building Renovation- Student Recreation Facility” with a funds request of **\$7M over three years**). Given that the Natatorium will be “shovel ready” by the end of February, LSUS is preparing a request to be able to seek full funding, plus **\$250M** more, in its entirety during this coming legislative session. Besides providing critically needed space for basketball and other team sport/academic activities, the renovation will enhance the LSUS Olympic Weightlifting Gym (it was used this past year by the USA Junior Olympics Team), and provide student weightlifting/cardio areas. The renovation will also align to and provide support for the LSUS Human Performance Labs, recently installed where once were six racquetball courts, that features a highly unique atmospheric climate chamber. Below are the costs associated with the H&PE project (all paid for by LSUS funds):

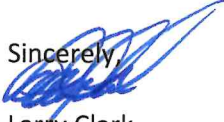
- Phase 1. Primarily, the creation of the LSUS Human Performance Labs: **\$1.8M**
- Phase 2. Primarily, pool removal and the creation of a base cement floor. **\$746K**

As previously stated, LSUS needs **\$7.25M** to complete Phase 3, the final phase.

LSUS continues to be strongly engaged in advancement and alumni development activities. The University expects to announce by April a **\$3M** testamentary gift to LSUS. Nearly **\$1M** of the gift is committed towards several major campus improvement projects (that will also recognize the donors).

Finally, the LSUS Chancellor Search Committee has begun meeting to recommend to you finalists for the position of LSUS Chancellor. The University appreciates how quickly you authorized the search to go forward and the selection of Isaacson, Miller to support the search. LSUS needs to initiate a national search for a new VCBA/CFO very close in time to your selection of the next LSUS Chancellor.

Sincerely,

  
Larry Clark  
Chancellor

**Appendix A**

**Semi-Annual Revenues and Expenditures Executive Summary**

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2022-2023</b>		
	<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>	<b>Cumulative Total</b>
<b>Revenues</b>				
General Fund	14,498,602	8,457,519	0	8,457,519
Statutory Dedications	605,547	322,195	0	322,195
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	55,994,397	421,127,734	0	421,127,734
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>71,098,546</b>	<b>429,907,448</b>	<b>0</b>	<b>429,907,448</b>
<b>Expenditures by Object:</b>				
Salaries		12,742,130	0	12,742,130
Other Compensation		369,942	0	369,942
Related Benefits		5,499,400	0	5,499,400
Personal Services		<b>18,611,472</b>	<b>0</b>	<b>18,611,472</b>
Travel		120,675	0	120,675
Operating Services		3,030,144	0	3,030,144
Supplies		1,157,277	0	1,157,277
Operating Expenses		<b>4,308,095</b>	<b>0</b>	<b>4,308,095</b>
Professional Services		10,051,271	0	10,051,271
Other Charges		1,071,858	0	1,071,858
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		<b>11,123,129</b>	<b>0</b>	<b>11,123,129</b>
General Acquisitions		106,713	0	106,713
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>106,713</b>	<b>0</b>	<b>106,713</b>
<b>Total Expenditures</b>		<b>34,149,410</b>	<b>0</b>	<b>34,149,410</b>
<b>Expenditures by Function:</b>				
Instruction		18,907,663	0	18,907,663
Research		31,646	0	31,646
Public Service		1,224	0	1,224
Academic Support (Includes Library)		1,997,900	0	1,997,900
Academic Expenditures		<b>20,938,433</b>	<b>0</b>	<b>20,938,433</b>
Student Services		1,203,451	0	1,203,451
Institutional Support		8,863,399	0	8,863,399
Scholarships/Fellowships		840,951	0	840,951
Plant Operations/Maintenance		2,303,175	0	2,303,175
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>13,210,977</b>	<b>0</b>	<b>13,210,977</b>
<b>Total Expenditures</b>		<b>34,149,410</b>	<b>0</b>	<b>34,149,410</b>

**Restricted Operations**

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	10,506,976	12,356,608	12,356,608
Sales and Services of Educational Activities	729,275	738,314	738,314
Auxiliaries	(1,535,681)	(1,324,102)	(1,324,102)
Endowment Income	0	0	0
Grants and Contracts	(721,500)	927,507	927,507
Indirect Cost Recovered	639,162	619,422	619,422
Gifts	386,252	323,901	323,901
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	1,539,343	1,700,634	1,700,634
<b>TOTAL</b>	<b>11,543,826</b>	<b>15,342,285</b>	<b>15,342,285</b>

**Overview and Analysis of Campus Operations**

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# Semi -Annual Overview of Restricted Operations

Campus: **LSU Shreveport**

Actual Amount for each Semi-Annual Period in FY 2022-2023							
Show Expenditures As Positive	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees	10,506,976	5,015,274	3,165,642	12,356,608	0		12,356,608
Sales & Svcs of Educ. Activ's	729,275	106,283	97,243	738,314	0		738,314
Auxiliaries (List)							0
1 - University Center	(613,852)	132,029	137,344	(619,167)	0		(619,167)
2 - Food Service	(705,459)	196,385	275,867	(784,941)	0		(784,941)
3 - Bookstore	(227,926)	38,904	0	(189,022)	0		(189,022)
4 - University Court Apts - Lease	(463,213)	903,338	959,100	(518,976)	0		(518,976)
5 - Athletics	474,769	1,810,207	1,496,972	788,004	0		788,004
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income		0		0	0		0
Grants and Contracts							
Federal	(512,767)	3,415,558	3,306,543	(403,752)	0		(403,752)
State and Local	(127,017)	1,707,461	279,908	1,300,536	0		1,300,536
Private	(81,715)	242,468	130,028	30,724	0		30,724
Indirect Cost Recovered	639,162	48,512	68,252	619,422	0		619,422
Gifts	386,252	302,566	364,917	323,901	0		323,901
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	1,539,343	552,042	390,751	1,700,634	0		1,700,634
<b>TOTAL</b>	<b>11,543,826</b>	<b>14,471,027</b>	<b>10,672,568</b>	<b>15,342,285</b>	<b>0</b>	<b>0</b>	<b>15,342,285</b>

## Report on Restricted Operations

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**Chancellor's Narrative**  
**FY 2022-23 Semi-Annual Financial Report**  
**July 1, 2022 – December 31, 2022**

The first half of fiscal year 2022-2023 was challenging with continued supply chain delays, psychological impacts of the global pandemic, various weather events, and difficulties in hiring and maintaining a sufficient workforce in certain mid-level positions. The LSU Health Sciences Center has made several interim appointments to the University's leadership team and other senior administrator positions to further our three prong mission of instruction, research, and public service. The LSU Health Sciences Center is extremely appreciative of the support of the Governor, the State Division of Administration, and the Legislature in reinvesting in Higher Education. As a result of this partnership as well as the unwavering dedication of our faculty and staff, the University was able to continue on a path towards financial stability and institutional progress. A few of our more notable headlines are provided below.

- Improved campus safety with increased patrols and emergency call boxes
- Plans to re-image the Health Sciences Center to ensure growth and success in an evolving health landscape
- LSU Health Nursing Simulation Center earned a 5-year re-accreditation
- LSU Health partnered to launch the LSU-LCMC Health Scholars Program for nursing students
- LSU Health earns highest Louisiana Department of Health WellSpot Designation

In addition to providing some of our notable accomplishments, provided are some fiscal items of note on the attached semi-annual financial report. LSU Health Sciences Center in New Orleans was appropriated \$158,424,773 in FY 2022-23, representing a modest increase of 2.56% from FY2021-2022 appropriation.

Revenues from appropriations include general fund revenue, statutory dedication revenue Supporting Education in Louisiana First (SELF), and self-generated revenue. The self-generated revenues consist of three components: student tuition and fees; sales and services of educational departments; and other appropriated self-generated sources.

Through December 31, 2022, 50% of the general fund appropriation has been collected, 53% of statutory dedication revenue has been collected and 90% of self-generated revenues have been collected.

The University's overall expenses increased in FY 2022-2023 and are within the parameters of our overall budget. Operating expenses increased by 58% since the same time period in FY 2022 due to increased operating costs to include utilities, subscriptions, and maintenance.

Our restricted operations show cumulative revenue over expenses of \$302M. It should be noted however, that as the name implies, this balance includes restricted operations that are restricted to certain uses and cannot be used in all circumstances to our more generalized operating needs and challenges. The industry benchmark for resource sufficiency and flexibility to be able to respond to unforeseen circumstances such as pandemics, weather events, and decreases in enrollment is to maintain an unrestricted reserve sufficient to cover a minimum of 16 weeks of core operating expenses.

Our auxiliary operations still maintain a positive fund balance. Continued emphasis is needed for corrective actions to limit losses in the cafeteria.

LSU Health Sciences Center New Orleans is looking forward to the future and working strategically with our sister institutions to improve the quality of education, research and public service provided to the State of Louisiana and to become a catalyst in helping the State achieve National NCI Cancer designation.

**Appendix A**

**Semi-Annual Revenues and Expenditures Executive Summary**

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2022-2023</b>		
	<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>	<b>Cumulative Total</b>
<b>Revenues</b>				
General Fund	86,727,984	43,363,992	0	43,363,992
Statutory Dedications	3,960,410	2,107,226	0	2,107,226
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	67,736,379	61,060,875	0	61,060,875
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>158,424,773</b>	<b>106,532,093</b>	<b>0</b>	<b>106,532,093</b>
<b>Expenditures by Object:</b>				
Salaries		33,435,762	0	33,435,762
Other Compensation		767,195	0	767,195
Related Benefits		13,368,309	0	13,368,309
Personal Services		<b>47,571,266</b>	<b>0</b>	<b>47,571,266</b>
Travel		161,495	0	161,495
Operating Services		13,354,448	0	13,354,448
Supplies		2,063,972	0	2,063,972
Operating Expenses		<b>15,579,915</b>	<b>0</b>	<b>15,579,915</b>
Professional Services		554,611	0	554,611
Other Charges		2,914,165	0	2,914,165
Debt Services		44,422	0	44,422
Interagency Transfers		14,731,455	0	14,731,455
Other Charges		<b>18,244,654</b>	<b>0</b>	<b>18,244,654</b>
General Acquisitions		322,671	0	322,671
Library Acquisitions		2,857	0	2,857
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>325,528</b>	<b>0</b>	<b>325,528</b>
<b>Total Expenditures</b>		<b>81,721,363</b>	<b>0</b>	<b>81,721,363</b>
<b>Expenditures by Function:</b>				
Instruction		27,177,170	0	27,177,170
Research		1,651,834	0	1,651,834
Public Service		481,585	0	481,585
Academic Support (Includes Library)		9,288,461	0	9,288,461
Academic Expenditures		<b>38,599,049</b>	<b>0</b>	<b>38,599,049</b>
Student Services		1,731,799	0	1,731,799
Institutional Support		20,708,542	0	20,708,542
Scholarships/Fellowships		2,325,813	0	2,325,813
Plant Operations/Maintenance		18,207,219	0	18,207,219
Hospital		0	0	0
Transfers out of agency		148,940	0	148,940
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>43,122,314</b>	<b>0</b>	<b>43,122,314</b>
<b>Total Expenditures</b>		<b>81,721,363</b>	<b>0</b>	<b>81,721,363</b>

**Restricted Operations**

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	3,741,592	4,466,299	4,466,299
Sales and Services of Educational Activities	(6,160,951)	(6,079,521)	(6,079,521)
Auxiliaries	1,566,726	2,872,496	2,872,496
Endowment Income	1,154,143	1,032,133	1,032,133
Grants and Contracts	260,134,805	238,523,210	238,523,210
Indirect Cost Recovered	38,297,487	26,966,128	26,966,128
Gifts	462,715	394,754	394,754
Federal Funds	0	0	0
Hospitals	30,587,808	37,959,957	37,959,957
All Other Sources	3,239,118	(3,853,559)	(3,853,559)
<b>TOTAL</b>	<b>333,023,443</b>	<b>302,281,899</b>	<b>302,281,899</b>

**Overview and Analysis of Campus Operations**

**Revenues**

LSU Health Sciences Center in New Orleans was appropriated \$158,424,773 in FY 2022-23, representing a modest increase of 2.56% from FY2021-2022 appropriation.

Revenues from appropriations include general fund revenue, statutory dedication revenue Supporting Education in Louisiana First (SELF), and self-generated revenue. Through December 31, 2022, 50% of the general fund appropriation has been collected, 53% of statutory dedication revenue has been collected and 90% of self-generated revenues have been collected.

**Expenditures**

The University’s overall expenses increased in FY 2022-2023 and are within the parameters of our overall budget. Operating expenses increased by 58% since the same time period in FY 2022 due to increased operating costs to include utilities, subscriptions, and maintenance.



# Semi -Annual Overview of Restricted Operations

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

Actual Amount for each Semi-Annual Period in FY 2022-2023							
Show Expenditures As Positive	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees	3,741,592	1,492,001	767,293	4,466,299	0		4,466,299
Sales & Svcs of Educ. Activ's	(6,160,951)	1,943,505	1,862,074	(6,079,521)	0		(6,079,521)
Auxiliaries (List)							0
1 Bookstore	(1,797,755)	3,447,300	2,463,978	(814,433)	0		(814,433)
2 Cafeteria	(4,053,103)	468,604	875,296	(4,459,795)	0		(4,459,795)
3 Student Housing	1,749,887	813,607	529,561	2,033,933	0		2,033,933
4 Parking	6,141,750	795,127	551,096	6,385,780	0		6,385,780
5 HSC Stores	(474,053)	1,434,095	1,233,032	(272,990)	0		(272,990)
6 Auxiliary Administration		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income	1,154,143	837,197	959,206	1,032,133	0		1,032,133
Grants and Contracts							
Federal	475,310	16,434,287	20,073,115	(3,163,518)	0		(3,163,518)
State and Local	9,387,659	5,860,180	8,815,124	6,432,715	0		6,432,715
Private	250,271,836	248,960,424	263,978,247	235,254,013	0		235,254,013
Indirect Cost Recovered	38,297,487	7,280,919	18,612,278	26,966,128	0		26,966,128
Gifts	462,715	548,841	616,803	394,754	0		394,754
Federal Funds				0	0		0
Hospitals							
Hospital - Commercial/Self-Pay				0	0		0
Physician Practice Plans	30,587,808	9,221,795	1,849,646	37,959,957	0		37,959,957
Medicare				0	0		0
Medicaid				0	0		0
Uncompensated Care Costs				0	0		0
Sponsored Grants and Contracts				0	0		0
Sales and Services Other				0	0		0
All Other Sources	3,239,118	273,965	7,366,641	(3,853,559)	0		(3,853,559)
<b>TOTAL</b>	<b>333,023,443</b>	<b>299,811,846</b>	<b>330,553,390</b>	<b>302,281,899</b>	<b>0</b>	<b>0</b>	<b>302,281,899</b>

## Report on Restricted Operations

Our restricted operations show cumulative revenue over expenses of \$302M. It should be noted however, that as the name implies, this balance includes restricted operations that are restricted to certain uses and cannot be used in all circumstances to our more generalized operating needs and challenges.

Our auxiliary operations still maintain a positive fund balance. Continued emphasis is needed for corrective actions to limit losses in the cafeteria.

The Account/Fund Balance for the following items were reclassified from FY2022 Q4 report as follows:

From State and Local G&C to Excluded - ORM Project - (\$37,701)

The Account/Fund Balance Total decreased from \$333,061,144 to \$333,023,443.

**LSU Health Sciences Center - Shreveport  
Bi-Annual Financial Reporting Narrative  
FY 2022-2023 as of December 31, 2022**

**Appropriation: Revenues and Expenditures**

Operating Budget revenue includes state general funds direct, statutory dedications (tobacco tax and self-fund), and self-generated (tuition and fees) funding. The Operating Budget expenditures include costs associated with the operation of three schools (Medicine, Allied Health, and Graduate Studies) and multiple Centers, mandated costs (retirement, group health, ORM, audit services), including the legacy expenses associated with the transition of three hospitals from state management to public-private partnerships.

The original academic FY 2022-2023 operating budget appropriation includes the following spending authority:

State General Funds Direct	64,832,777
Statutory Dedications	7,327,613
University Tuition and Fees	25,823,433
<b>TOTAL</b>	<b>\$97,983,823</b>

The State General Funds Direct appropriation receipts of **\$64,832,777** includes some of the following dedicated funds: approximately **\$14,000,000** for the hospitals' (SHV Hospital, EACMC, and HPLMC) legacy costs including risk management premiums, retiree health and life, and residual HPLMC property maintenance, **\$824,000** for AHEC Program; **\$1,000,000** for Cancer Related Fields Recruitment; **\$112,850** for Ombudsman, SAVE Program, and Title IX; and **\$890,000** support for Faculty Pay Adjustments effective January 1, 2023.

The Statutory Dedications budget of **\$7,327,613** includes: Tobacco funds of **\$4.352 million** for FWCC Cancer Center operations, SELF funds of **\$2.575 million** for support of faculty salaries, and Sales Tax allocation of **\$400,000** for the Simple Science Program managed by Diversity Affairs.

The University tuition and fees spending authority of **\$25.823 million** support the general operations of the Schools of Medicine, Allied Health Professionals and Graduate Studies.

## **Public-Private Hospital Partnerships**

The LSU Shreveport Hospital and E.A. Conway Medical Center originally transferred from state to private management effective October 1, 2013. Huey P. Long Medical Center in Pineville discontinued patient care services on June 30, 2014.

Effective October 1, 2018, the management of the LSU Shreveport Hospital and E.A. Conway Medical Center changed from BRFHH to the Ochsner LSU Health System of North Louisiana (OLHS-NL).

In accordance with R.S. 39:366.11, the Board of Supervisors and Joint Legislative Committee on Budget approved the Cooperative Endeavor Agreement (CEA) by and among the State of Louisiana (State), acting by and through the Louisiana Division of Administration (DOA), Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (LSU), and Ochsner LSU Health System of North Louisiana (OLHS-NL), a private Louisiana nonprofit corporation. The CEA and service agreements cover the hospital and clinic facilities in Shreveport and Monroe. The Joint Venture CEA, effective October 1, 2018, for an initial term of ten (10) years, replaces the BRFHH Public-Private Partnership CEA. Also, effective October 1, 2018, Ochsner LSU Health System of North Louisiana (OLHS-NL) is the sole member of "Ochsner LSU Physician Group" or "OLPG" which means LSU Health Sciences Center-Shreveport Faculty Group Practice d/b/a Ochsner LSU Physician Group, a Louisiana nonprofit corporation, which operates the clinical practices of HSC-S Physicians and HSC-S Practitioners. OLPG is a nonprofit corporation that, prior to the Commencement Date, operated as the practice plan of the Medical School faculty under a Memorandum of Understanding through which the FGP contracted with HSC-S for clinical and other services of HSC-S Physicians and HSC-S Practitioners.

**Appendix A**

**Semi-Annual Revenues and Expenditures Executive Summary**

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2022-2023</b>		
	<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>	<b>Cumulative Total</b>
<b>Revenues</b>				
General Fund	64,832,777	37,819,120	0	37,819,120
Statutory Dedications	7,327,613	2,689,834	0	2,689,834
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	25,823,433	23,550,605	0	23,550,605
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>97,983,823</b>	<b>64,059,559</b>	<b>0</b>	<b>64,059,559</b>
<b>Expenditures by Object:</b>				
Salaries	27,952,506	16,473,565	0	16,473,565
Other Compensation	2,444,640	6,740,751	0	6,740,751
Related Benefits	27,822,645	10,389,371	0	10,389,371
Personal Services	<b>58,219,791</b>	<b>33,603,687</b>	<b>0</b>	<b>33,603,687</b>
Travel	398,503	95,082	0	95,082
Operating Services	21,696,572	14,053,609	0	14,053,609
Supplies	1,724,279	244,832	0	244,832
Operating Expenses	<b>23,819,354</b>	<b>14,393,523</b>	<b>0</b>	<b>14,393,523</b>
Professional Services	1,463,943	689,225	0	689,225
Other Charges	4,688,069	1,910,418	0	1,910,418
Debt Services	0	0	0	0
Interagency Transfers	9,053,485	5,081,221	0	5,081,221
Other Charges	<b>15,205,497</b>	<b>7,680,864</b>	<b>0</b>	<b>7,680,864</b>
General Acquisitions	729,181	468,832	0	468,832
Library Acquisitions	10,000	0	0	0
Major Repairs	0	0	0	0
Acquisitions and Major Repairs	<b>739,181</b>	<b>468,832</b>	<b>0</b>	<b>468,832</b>
<b>Total Expenditures</b>	<b>97,983,823</b>	<b>56,146,906</b>	<b>0</b>	<b>56,146,906</b>
<b>Expenditures by Function:</b>				
Instruction	19,122,226	15,549,116	0	15,549,116
Research	15,354,894	8,473,816	0	8,473,816
Public Service	148,994	62,014	0	62,014
Academic Support (Includes Library)	11,686,199	5,172,749	0	5,172,749
Academic Expenditures	<b>46,312,313</b>	<b>29,257,695</b>	<b>0</b>	<b>29,257,695</b>
Student Services	3,616,007	1,569,579	0	1,569,579
Institutional Support	32,013,311	15,687,390	0	15,687,390
Scholarships/Fellowships	3,390,182	1,802,151	0	1,802,151
Plant Operations/Maintenance	6,004,282	3,415,053	0	3,415,053
Hospital	3,982,741	1,750,051	0	1,750,051
Transfers out of agency	0	0	0	0
Athletics	0	0	0	0
Other	2,664,987	2,664,987	0	2,664,987
Non-Academic Expenditures	<b>51,671,510</b>	<b>26,889,211</b>	<b>0</b>	<b>26,889,211</b>
<b>Total Expenditures</b>	<b>97,983,823</b>	<b>56,146,906</b>	<b>0</b>	<b>56,146,906</b>

**Restricted Operations**

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	1,522,165	1,521,590	0
Sales and Services of Educational Activities	69,935,047	82,697,848	0
Auxiliaries	13,953,493	14,453,061	0
Endowment Income	5,295,565	5,575,270	0
Grants and Contracts	110,130,489	98,413,794	0
Indirect Cost Recovered	(6,750,318)	(5,911,870)	0
Gifts	(2,657)	(15,552)	0
Federal Funds	0	0	0
Hospitals	(37,607,428)	(35,822,970)	0
All Other Sources	7,044,077	8,356,763	0
<b>TOTAL</b>	<b>163,520,433</b>	<b>169,267,934</b>	<b>0</b>

**Overview and Analysis of Campus Operations**

**Ending December 31, 2022 Restricted Operations (1st & 2nd Quarters):**

(1) **Hospitals** net fund balance for the three hospitals is due to the pre and post financial support transactions associated with the original state initiated hospital public/private partnership transition from state management

**Semi -Annual Overview of Restricted Operations**

Campus: **LSUHSC Shreveport**

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2022-2023						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations	0	0	0	0	0	0	0
Restricted Fees	1,522,165	247,530	248,105	1,521,590	0	0	1,521,590
Sales & Svcs of Educ. Activ's	69,935,047	14,147,050	1,384,249	82,697,848	0	0	82,697,848
Auxiliaries (List)	0						0
Bookstore	2,170,655	338,142	334,785	2,174,012	0	0	2,174,012
Cafeteria	4,161,019	40,888	0	4,201,907	0	0	4,201,907
General Service Store	(664,362)	0	0	(664,362)	0	0	(664,362)
Gift Shop	24,821	212	0	25,033	0	0	25,033
Linwood Apartments	1,086,638	7,410	0	1,094,048	0	0	1,094,048
Microcomputers	(48,203)	205,332	211,095	(53,966)	0	0	(53,966)
Networking	630,372	19,183	10,464	639,091	0	0	639,091
Parking	(415,785)	0	181	(415,966)	0	0	(415,966)
Printing	1,442,052	182,998	162,533	1,462,517	0	0	1,462,517
Rental Properties	1,473,001	150,961	51,777	1,572,185	0	0	1,572,185
Student Union	611,574	110,109	6,602	715,081	0	0	715,081
Telecommunications	3,481,711	468,493	246,723	3,703,481	0	0	3,703,481
Endowment Income	5,295,565	1,994,126	1,714,421	5,575,270	0	0	5,575,270
Grants and Contracts							
Federal	157,466	6,884,404	9,604,165	(2,562,295)	0	0	(2,562,295)
State and Local	1,955,596	2,243,318	2,817,896	1,381,018	0	0	1,381,018
Private	108,017,427	136,312,853	144,735,209	99,595,071	0	0	99,595,071
Indirect Cost Recovered	(6,750,318)	2,526,898	1,688,450	(5,911,870)	0	0	(5,911,870)
Gifts	(2,657)	0	12,895	(15,552)	0	0	(15,552)
Federal Funds	0	0	0	0	0	0	0
Hospitals							
Hospital - Commercial/Self-Pay	0	0	0	0	0	0	0
Physician Practice Plans	0	0	0	0	0	0	0
Medicare	0	0	0	0	0	0	0
Medicaid	0	0	0	0	0	0	0
Uncompensated Care Costs	0	0	0	0	0	0	0
Sponsored Grants and Contracts	0	0	0	0	0	0	0
Sales and Services Other Shreveport	(27,159,502)	1,812,282	27,824	(25,375,044)	0	0	(25,375,044)
Sales and Services Other EA Conway	(6,991,465)	0	0	(6,991,465)	0	0	(6,991,465)
Sales and Services Other Huey P Long	(3,456,461)	0	0	(3,456,461)	0	0	(3,456,461)
All Other Sources	7,044,077	1,312,941	255	8,356,763	0	0	8,356,763
<b>TOTAL</b>	<b>163,520,433</b>	<b>169,005,130</b>	<b>163,257,629</b>	<b>169,267,934</b>	<b>0</b>	<b>0</b>	<b>169,267,934</b>

**Report on Restricted Operations**

Ending December 31, 2022 Restricted Operations (1st & 2nd Quarters):

(1) Hospitals net fund balance for the three hospitals is due to the pre and post financial support transactions associated with the original state initiated hospital public/private partnership transition from state management



TO: Brandi Roberts  
Interim Assistant VP for Budget and Finance  
Louisiana State University

FROM: Lisa Augustus  
Budget and Finance  
LSU Health Care Services Division

DATE: January 27, 2023

RE: Semi-Annual Financial Report  
for six months ending 12/31/2022

We have compiled the Semi-Annual Financial Report for six months ending December 31, 2022 for the LSU Health Care Services Division.

Major developments during this year included:

Actual:

Unrestricted Operations

- In FY23, HCSD was appropriated \$20,970,553 in General Fund to cover legacy costs associated with partnered hospitals. The FY2022 General Fund appropriation for legacy operations was \$20.5. Increase due to ORM premiums rate increase.
- Lallie Kemp Regional Medical Center was appropriated \$4,559,558 in General Fund for FY23.
- LSU HCSD Operating Budget increased from FY2022 \$72,866,542 to FY2023 \$74,246,070. Market Rate classified increase \$835,739, ORM Premium increase \$549,484, Civil Service increase \$2,077, Office of State Procurement increase \$3,304, and Legislative Auditor Fee decrease (\$11,076).

Restricted Operations -

- Central Office expenses are off budget this fiscal year. Therefore, Central Office expenses and revenues are being reported in restricted operations.
- \$42,543,090.75 in lease payment received at end of December 31, 2022.
- \$295,180 was received from partners for contracted services performed by HCSD ending December 31, 2022.
- \$150,412 was received in FEMA revenue for period ending December 31, 2022.

cc:

Dr. Wayne Wilbright  
Lisa Bruhl  
Chad Thompson

**Appendix A**

**LSU Health Care Services Division**

**Semi-Annual Revenues and Expenditures Executive Summary**

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2022-2023</b>		
	<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>	<b>Cumulative Total</b>
<b>Revenues</b>				
General Fund	25,530,111	12,765,056	0	12,765,056
Statutory Dedications	0	0	0	0
Interim Emergency Board	0	0	0	0
Interagency Transfers	18,463,336	9,302,415	0	9,302,415
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	25,020,263	13,421,304	0	13,421,304
Federal Funds	5,232,360	3,245,209	0	3,245,209
<b>Total Revenues</b>	<b>74,246,070</b>	<b>38,733,983</b>	<b>0</b>	<b>38,733,983</b>
<b>Expenditures by Object:</b>				
Salaries		9,409,484	0	9,409,484
Other Compensation		558,688	0	558,688
Related Benefits		4,466,162	0	4,466,162
Personal Services		<b>14,434,335</b>	<b>0</b>	<b>14,434,335</b>
Travel		251	0	251
Operating Services		1,915,166	0	1,915,166
Supplies		4,690,902	0	4,690,902
Operating Expenses		<b>6,606,319</b>	<b>0</b>	<b>6,606,319</b>
Professional Services		1,445,292	0	1,445,292
Other Charges		6,975	0	6,975
Debt Services		0	0	0
Interagency Transfers		8,892,084	0	8,892,084
Other Charges		<b>10,344,352</b>	<b>0</b>	<b>10,344,352</b>
General Acquisitions		6,475	0	6,475
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>6,475</b>	<b>0</b>	<b>6,475</b>
<b>Total Expenditures</b>		<b>31,391,481</b>	<b>0</b>	<b>31,391,481</b>
<b>Expenditures by Function:</b>				
Instruction		0	0	0
Research		0	0	0
Public Service		0	0	0
Academic Support (Includes Library)		0	0	0
Academic Expenditures		<b>0</b>	<b>0</b>	<b>0</b>
Student Services		0	0	0
Institutional Support		0	0	0
Scholarships/Fellowships		0	0	0
Plant Operations/Maintenance		0	0	0
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Expenditures</b>		<b>0</b>	<b>0</b>	<b>0</b>



**Restricted Operations**

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	0	0	0
Sales and Services of Educational Activities	0	0	0
Auxiliaries	0	0	0
Endowment Income	0	0	0
Grants and Contracts	0	0	0
Indirect Cost Recovered	0	0	0
Gifts	0	0	0
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	69,994,578	89,583,383	89,583,383
<b>TOTAL</b>	<b>69,994,578</b>	<b>89,583,383</b>	<b>89,583,383</b>

**Overview and Analysis of Campus Operations**

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# Semi -Annual Overview of Restricted Operations

Campus: **LSU Health Care Services Division**

Actual Amount for each Semi-Annual Period in FY 2022-2023							
Show Expenditures As Positive	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees		0		0	0		0
Sales & Svcs of Educ. Activ's		0		0	0		0
Auxiliaries (List)							0
1		0		0	0		0
2		0		0	0		0
3		0		0	0		0
4		0		0	0		0
5		0		0	0		0
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income		0		0	0		0
Grants and Contracts							
Federal		0		0	0		0
State and Local		0		0	0		0
Private		0		0	0		0
Indirect Cost Recovered		0		0	0		0
Gifts		0		0	0		0
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	69,994,578	46,743,323	27,154,518	89,583,383	0		89,583,383
<b>TOTAL</b>	<b>69,994,578</b>	<b>46,743,323</b>	<b>27,154,518</b>	<b>89,583,383</b>	<b>0</b>	<b>0</b>	<b>89,583,383</b>

## Report on Restricted Operations

\* \$19,495,980.44 in lease payments received prior to 12/31/2022, but were not transferred to Treasurer Dept prior to 12/31/2022.

**LSU**  
**Deposit and Collateral Report**  
**For the Quarter Ended December 31, 2022**

Deposits Requiring Posting of Collateral:	Demand Deposit Sweep/MMA Repurchase	Certificates of Deposit	Total Deposits in Financial Institutions	Collateral (1)
<b>LSU A&amp;M, LSU Alexandria, LSU Eunice, LSU Shreveport, and LSU Health New Orleans</b>				
Chase - LSU, Health Plan Premium	\$ 71,491,462		\$ 71,491,462	\$ 187,000,000
Cottonport Bank - LSU Ag Center	4,085,072		\$ 4,085,072	2,731,213
Capital One - LSU-A	11,824,416		\$ 11,824,416	11,824,416
St. Landry Bank - LSU-E	861,379		\$ 861,379	893,458
Campus Federal Credit Union - LSU-S		\$ 100,683	\$ 100,683	250,000
Capital One - LSU-S	28,595,412		\$ 28,595,412	28,908,398
Chase - HSCNO	117,824,776	18,600	\$ 117,843,376	174,033,359
<b>Total</b>	<b>\$ 234,682,517</b>	<b>\$ 119,283</b>	<b>\$ 234,801,800</b>	<b>\$ 405,640,844</b>
<b>LSU Health Shreveport</b>				
JPMC-Shreveport	\$ 79,678,289		\$ 79,678,289	\$ 110,111,793
JPMC-Shreveport Endowment Fds	1,708,322		1,708,322	
<b>Total</b>	<b>\$ 81,386,611</b>	<b>\$ -</b>	<b>\$ 81,386,611</b>	<b>\$ 110,111,793</b>
<b>LSU Health Care Services Division</b>				
JP Morgan Chase (HCSD)	\$ 103,113,692		\$ 103,113,692	\$ 103,250,000
Capital One (MCLNO Trust Fund)	5,128,784		\$ 5,128,784	5,226,340
<b>Total</b>	<b>\$ 108,242,476</b>	<b>\$ -</b>	<b>\$ 108,242,476</b>	<b>\$ 108,476,340</b>
<b>Total Requiring Collateral</b>	<b>\$ 424,311,604</b>	<b>\$ 119,283</b>	<b>\$ 424,430,887</b>	<b>\$ 624,228,977</b>
<b>Deposits In Trust or Federal Obligations Not Requiring Collateral</b>				
Federated Money Markets	\$ 9,052,170		\$ 9,052,170	
Federated Funds-Treas. Oblig. (2)	11,048,620		\$ 11,048,620	
<b>Total</b>	<b>\$ 20,100,790</b>	<b>\$ -</b>	<b>\$ 20,100,790</b>	
<b>Total Deposits</b>	<b>\$ 444,412,394</b>	<b>\$ 119,283</b>	<b>\$ 444,531,677</b>	

- (1) Collateral amounts include FDIC coverage of \$250,000 on Demand Deposits, \$250,000 on CD's and \$250,000 by the National Credit Union Share Insurance Fund on deposits with Campus Federal Credit Union. Cottonport collateral was short as of 12/31/22 by \$1,353,859. However additional collateral in the amount of \$1,700,000 was pledged on 1/4/23 to cover the deficit.
- (2) One Group & Federated Funds are no-load, open ended mutual funds investing in U.S. Treasury obligations.

**LSU**  
**Investment Summary**  
**For the Quarter Ended December 31, 2022**

Fund Description	As of 7/1/2022		As of 9/30/2022		As of 12/31/2022		As of 3/31/2023		As of 06/30/2023	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	
<b>Current Funds</b>										
Cash/Sweeps	\$336,382,124	\$519,098,560	\$519,098,560	\$417,474,498	\$417,474,498	\$0	\$0	\$0	\$0	
Money Market Accounts/Repos	\$5,093	\$310,194	\$310,194	\$4,672,315	\$4,672,315	\$0	\$0	\$0	\$0	
Certificates of Deposit	\$100,537	\$100,553	\$100,553	\$100,683	\$100,683	\$0	\$0	\$0	\$0	
Treasury Notes	\$61,177,567	\$61,534,064	\$66,633,516	\$61,322,656	\$56,790,957	\$0	\$0	\$0	\$0	
CMO's	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Agency Securities	\$118,395,330	\$137,284,211	\$113,232,660	\$137,261,606	\$113,015,868	\$0	\$0	\$0	\$0	
Mortgaged Backed Securities	\$5,914,917	\$4,186,683	\$3,548,453	\$4,134,113	\$3,549,025	\$0	\$0	\$0	\$0	
Equity Securities	\$96,131	\$0	\$93,054	\$0	\$110,798	\$0	\$0	\$0	\$0	
Municipal Bonds	\$190,000,422	\$209,330,275	\$166,244,409	\$208,720,216	\$165,505,330	\$0	\$0	\$0	\$0	
Corporate Bonds	\$272,946,585	\$320,257,594	\$270,986,235	\$320,105,823	\$276,297,157	\$0	\$0	\$0	\$0	
<b>Total</b>	<b>\$985,018,706</b>	<b>\$1,252,102,134</b>	<b>\$1,130,247,634</b>	<b>\$1,153,791,910</b>	<b>\$1,037,516,631</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Endowment Funds</b>										
Cash/Sweeps	\$621,923	\$646,794	\$646,794	\$1,708,322	\$1,708,322	\$0	\$0	\$0	\$0	
Money Market Accounts/Repos	\$0	\$170,676	\$170,676	\$701,547	\$701,547	\$0	\$0	\$0	\$0	
Certificates of Deposit	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$0	\$0	\$0	\$0	
Agency Securities	\$2,147,143	\$2,481,905	\$2,004,391	\$2,481,905	\$1,974,595	\$0	\$0	\$0	\$0	
Mortgaged Backed Securities	\$1,029,208	\$1,027,911	\$975,030	\$1,022,757	\$970,479	\$0	\$0	\$0	\$0	
Equity Securities	\$8,436,131	\$4,420,020	\$8,023,843	\$4,420,020	\$8,434,925	\$0	\$0	\$0	\$0	
Mutual Funds	\$71,415,783	\$72,346,444	\$68,713,400	\$73,568,832	\$72,975,733	\$0	\$0	\$0	\$0	
Municipal Bonds	\$3,288,563	\$4,021,711	\$3,072,396	\$4,008,609	\$3,038,315	\$0	\$0	\$0	\$0	
Corporate Bonds	\$8,412,361	\$9,334,402	\$8,006,193	\$9,334,402	\$8,186,210	\$0	\$0	\$0	\$0	
<b>Total</b>	<b>\$95,369,712</b>	<b>\$94,468,463</b>	<b>\$91,631,323</b>	<b>\$97,264,994</b>	<b>\$98,008,726</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Other Funds</b>										
Cash/Sweeps	\$4,878,245	\$5,101,146	\$5,101,146	\$5,128,784	\$5,128,784	\$0	\$0	\$0	\$0	
Money Market Accounts/Repos	\$32,058,459	\$9,343,384	\$9,343,384	\$14,726,928	\$14,726,928	\$0	\$0	\$0	\$0	
Equity Securities	\$424,774	\$0	\$433,058	\$0	\$478,702	\$0	\$0	\$0	\$0	
<b>Total</b>	<b>\$37,361,478</b>	<b>\$14,444,530</b>	<b>\$14,877,588</b>	<b>\$19,855,712</b>	<b>\$20,334,414</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Grand Total</b>	<b>\$1,117,749,896</b>	<b>\$1,361,015,127</b>	<b>\$1,236,756,545</b>	<b>\$1,270,912,616</b>	<b>\$1,155,859,771</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Deposits in Financial Institutions</b>										
Total Cash/Sweeps/MMA/Repos	\$373,945,844	\$534,670,754	\$534,670,754	\$444,412,394	\$444,412,394	\$0	\$0	\$0	\$0	
Total Certificates of Deposit	\$119,137	\$119,153	\$119,153	\$119,283	\$119,283	\$0	\$0	\$0	\$0	
<b>Total Deposits</b>	<b>\$374,064,981</b>	<b>\$534,789,907</b>	<b>\$534,789,907</b>	<b>\$444,531,677</b>	<b>\$444,531,677</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Other Investments</b>										
Treasury Notes	\$61,177,567	\$61,534,064	\$66,633,516	\$61,322,656	\$56,790,957	\$0	\$0	\$0	\$0	
CMO's	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Agency Securities	\$120,542,473	\$139,766,116	\$115,237,051	\$139,743,511	\$114,990,463	\$0	\$0	\$0	\$0	
Mortgaged Backed Securities	\$6,944,125	\$5,214,594	\$4,523,483	\$5,156,870	\$4,519,504	\$0	\$0	\$0	\$0	
Equity Securities	\$8,957,036	\$4,420,020	\$8,549,955	\$4,420,020	\$9,024,425	\$0	\$0	\$0	\$0	
Mutual Funds	\$71,415,783	\$72,346,444	\$68,713,400	\$73,568,832	\$72,975,733	\$0	\$0	\$0	\$0	
Municipal Bonds	\$193,288,985	\$213,351,986	\$169,316,805	\$212,728,825	\$168,543,645	\$0	\$0	\$0	\$0	
Corporate Bonds	\$281,358,946	\$329,591,996	\$278,992,428	\$329,440,225	\$284,483,367	\$0	\$0	\$0	\$0	
<b>Total Other</b>	<b>\$743,684,915</b>	<b>\$826,225,220</b>	<b>\$701,966,638</b>	<b>\$826,380,939</b>	<b>\$711,328,094</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Grand Total</b>	<b>\$1,117,749,896</b>	<b>\$1,361,015,127</b>	<b>\$1,236,756,545</b>	<b>\$1,270,912,616</b>	<b>\$1,155,859,771</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>LSU Paid Campuses</b>										
<b>Current Funds</b>										
Cash/Sweeps	\$188,159,751	\$349,883,428	\$349,883,428	\$234,682,517	\$234,682,517	\$0	\$0	\$0	\$0	
Money Market Accounts/Repos	\$5,093	\$310,194	\$310,194	\$4,672,315	\$4,672,315	\$0	\$0	\$0	\$0	
Certificates of Deposit	\$100,537	\$100,553	\$100,553	\$100,683	\$100,683	\$0	\$0	\$0	\$0	
Treasury Notes	\$11,914,062	\$9,920,313	\$8,582,422	\$9,920,313	\$8,675,391	\$0	\$0	\$0	\$0	
CMO's	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Agency Securities	\$109,397,025	\$127,557,347	\$104,664,739	\$127,557,347	\$104,405,291	\$0	\$0	\$0	\$0	
Mortgaged Backed Securities	\$5,903,653	\$4,174,748	\$3,537,414	\$4,122,349	\$3,538,271	\$0	\$0	\$0	\$0	
Equity Securities	\$96,131	\$0	\$93,054	\$0	\$110,798	\$0	\$0	\$0	\$0	
Municipal Bonds	\$172,021,285	\$191,101,175	\$150,438,374	\$190,595,575	\$149,680,896	\$0	\$0	\$0	\$0	
Corporate Bonds	\$232,883,367	\$278,328,509	\$232,011,398	\$278,328,509	\$237,192,783	\$0	\$0	\$0	\$0	
<b>Total</b>	<b>\$720,480,904</b>	<b>\$961,376,267</b>	<b>\$849,621,576</b>	<b>\$849,979,608</b>	<b>\$743,058,945</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Endowment Funds</b>										
Money Market Accounts/Repos	\$0	\$170,676	\$170,676	\$701,547	\$701,547	\$0	\$0	\$0	\$0	
Certificates of Deposit	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$0	\$0	\$0	\$0	
Agency Securities	\$2,147,143	\$2,481,905	\$2,004,391	\$2,481,905	\$1,974,595	\$0	\$0	\$0	\$0	
Mortgaged Backed Securities	\$1,029,208	\$1,027,911	\$975,030	\$1,022,757	\$970,479	\$0	\$0	\$0	\$0	
Equity Securities	\$8,415,888	\$4,412,370	\$8,005,602	\$4,412,370	\$8,414,891	\$0	\$0	\$0	\$0	
Municipal Bonds	\$3,288,563	\$4,021,711	\$3,072,396	\$4,008,609	\$3,038,315	\$0	\$0	\$0	\$0	
Corporate Bonds	\$8,412,361	\$9,334,402	\$8,006,193	\$9,334,402	\$8,186,210	\$0	\$0	\$0	\$0	
<b>Total</b>	<b>\$23,311,763</b>	<b>\$21,467,575</b>	<b>\$22,252,888</b>	<b>\$21,980,190</b>	<b>\$23,304,637</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Other Funds</b>										
Money Market Accounts/Repos	\$23,130,023	\$366,654	\$366,654	\$5,674,758	\$5,674,758	\$0	\$0	\$0	\$0	
<b>Total</b>	<b>\$23,130,023</b>	<b>\$366,654</b>	<b>\$366,654</b>	<b>\$5,674,758</b>	<b>\$5,674,758</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Grand Total</b>	<b>\$766,922,690</b>	<b>\$983,210,496</b>	<b>\$872,241,118</b>	<b>\$877,634,556</b>	<b>\$772,038,340</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

**LSU**  
**Investment Summary**  
**For the Quarter Ended December 31, 2022**

Fund Description	As of 7/1/2022	As of 9/30/2022		As of 12/31/2022		As of 3/31/2023		As of 06/30/2023	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value
<b>LSU Health Shreveport</b>									
<b>Current Funds</b>									
Cash/Sweeps S.	\$72,856,697	\$91,310,114	\$91,310,114	\$79,678,289	\$79,678,289				
<b>Cash/Sweeps</b>	<b>\$72,856,697</b>	<b>\$91,310,114</b>	<b>\$91,310,114</b>	<b>\$79,678,289</b>	<b>\$79,678,289</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Treasury Notes	\$49,263,505	\$51,613,751	\$48,051,094	\$51,402,343	\$48,115,566				
Agency Securities	\$8,998,305	\$9,726,864	\$8,567,921	\$9,704,259	\$8,610,577				
Mortgaged Backed Securities	\$11,264	\$11,935	\$11,039	\$11,764	\$10,754				
Municipal Bonds	\$17,979,137	\$18,229,100	\$15,806,035	\$18,124,641	\$15,824,434				
Corporate Bonds	\$40,063,218	\$41,929,085	\$38,974,837	\$41,777,314	\$39,104,374				
<b>Total</b>	<b>\$189,172,126</b>	<b>\$212,820,849</b>	<b>\$202,721,040</b>	<b>\$200,698,610</b>	<b>\$191,343,994</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Endowment Funds</b>									
Cash/Sweeps	\$621,923	\$646,794	\$646,794	\$1,708,322	\$1,708,322				
Equity Securities	\$20,243	\$7,650	\$18,241	\$7,650	\$20,034				
Mutual Funds	\$71,415,783	\$72,346,444	\$68,713,400	\$73,568,832	\$72,975,733				
<b>Total</b>	<b>\$72,057,949</b>	<b>\$73,000,888</b>	<b>\$69,378,435</b>	<b>\$75,284,804</b>	<b>\$74,704,089</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Grand Total</b>	<b>\$261,230,075</b>	<b>\$285,821,737</b>	<b>\$272,099,475</b>	<b>\$275,983,414</b>	<b>\$266,048,083</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>LSU HCSD</b>									
<b>Current Funds</b>									
Cash/Sweeps	\$75,365,676	\$77,905,018	\$77,905,018	\$103,113,692	\$103,113,692				
<b>Total</b>	<b>\$75,365,676</b>	<b>\$77,905,018</b>	<b>\$77,905,018</b>	<b>\$103,113,692</b>	<b>\$103,113,692</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Other Funds</b>									
Cash/Sweeps	\$4,878,245	\$5,101,146	\$5,101,146	\$5,128,784	\$5,128,784				
Money Market Accounts/Repos	\$8,928,436	\$8,976,730	\$8,976,730	\$9,052,170	\$9,052,170				
Equity Securities	\$424,774	\$433,058	\$433,058	\$478,702	\$478,702				
<b>Total</b>	<b>\$14,231,455</b>	<b>\$14,077,876</b>	<b>\$14,510,934</b>	<b>\$14,180,954</b>	<b>\$14,659,656</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Grand Total</b>	<b>\$89,597,131</b>	<b>\$91,982,894</b>	<b>\$92,415,952</b>	<b>\$117,294,646</b>	<b>\$117,773,348</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>System Total</b>	<b>\$1,117,749,896</b>	<b>\$1,361,015,127</b>	<b>\$1,236,756,545</b>	<b>\$1,270,912,616</b>	<b>\$1,155,859,771</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

\* Negative balance in the cash/Sweeps section of the current funds does not represent an actual negative bank balance, rather it represents a timing difference of the allocation of the current funds.

\*\* Small endowment funds at LSUS were moved to the LSUS Foundation to accommodate Workday.

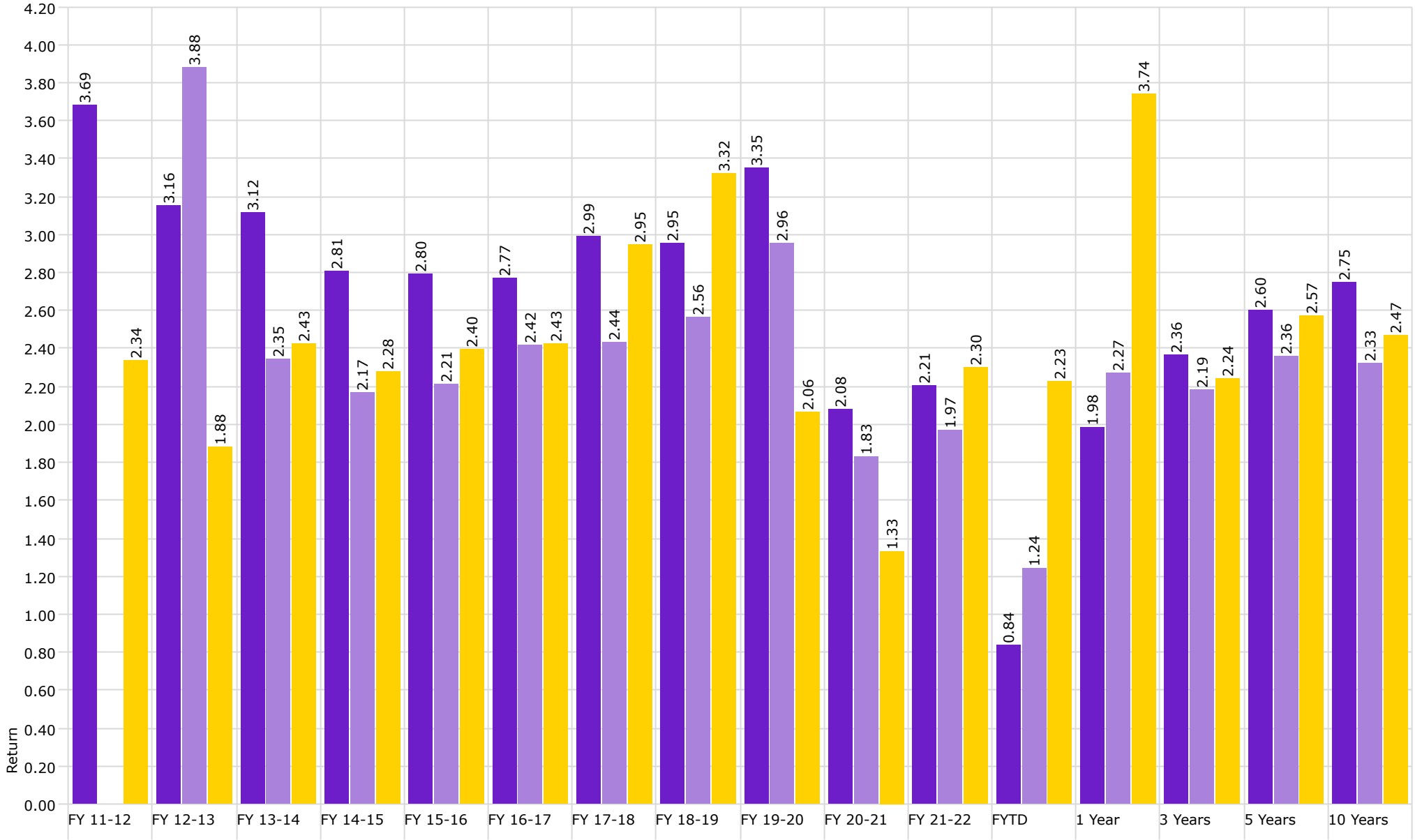
\*\*\* LSU Paid Campuses include the following: LSU, LSU Ag Center, LSUA, LSUE, LSUS, LSU Health New Orleans, and the LSU Pennington Biomedical Research Center.

Disclaimer: Pursuant to PM-9, corporate bonds/notes only available for investment beginning 7-1-2011.  
Louisiana law provides for restrictions on maturity and allocation and may effect benchmark comparisons.



# Investment Management Program Non Endowed Accounts **Realized Yield**

As of 12/31/2022



■ Non Endowed

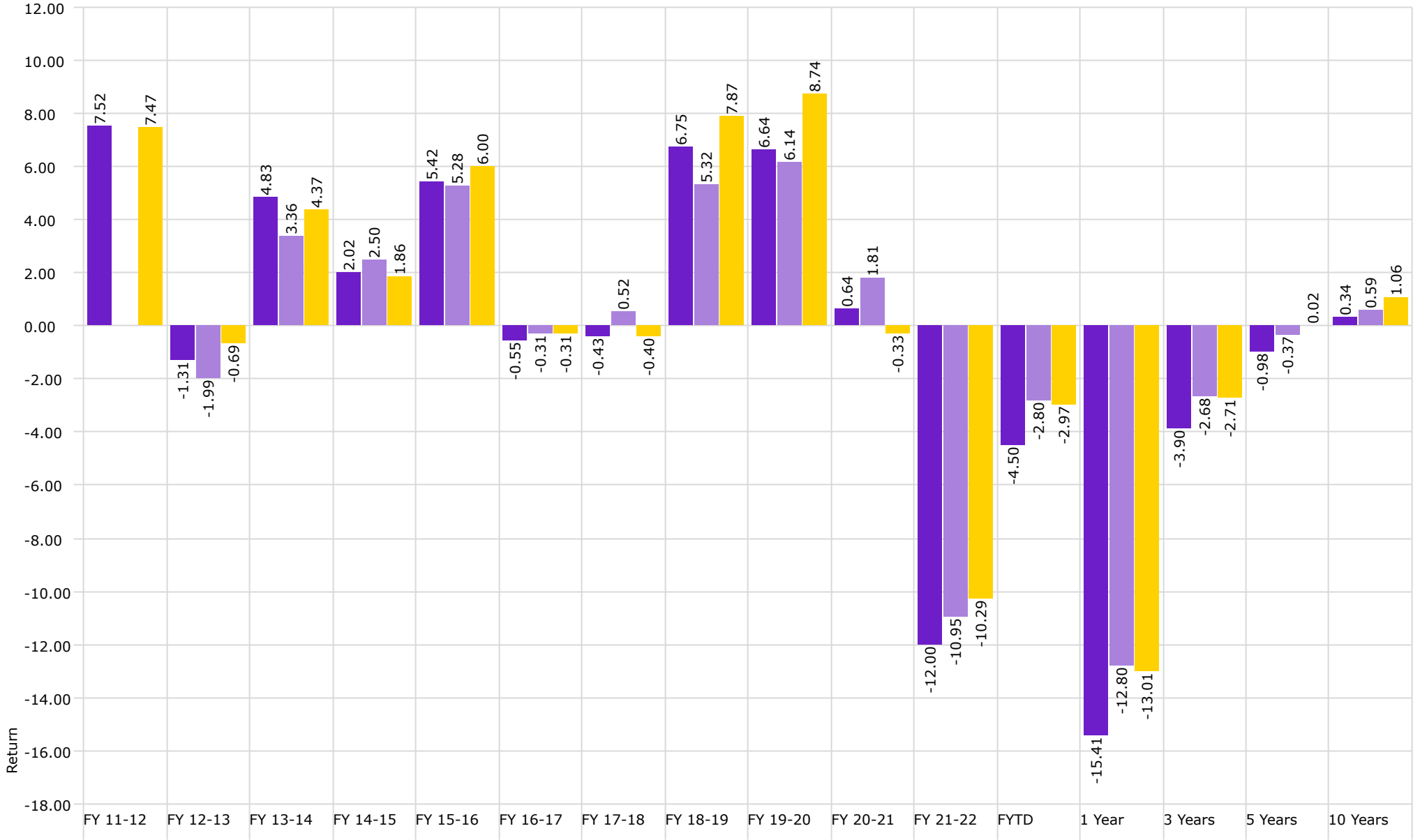
■ Health Plan

■ Barclays Aggregate Bond Index



# Investment Management Program Non Endowed Accounts **Total Return**

As of 12/31/2022



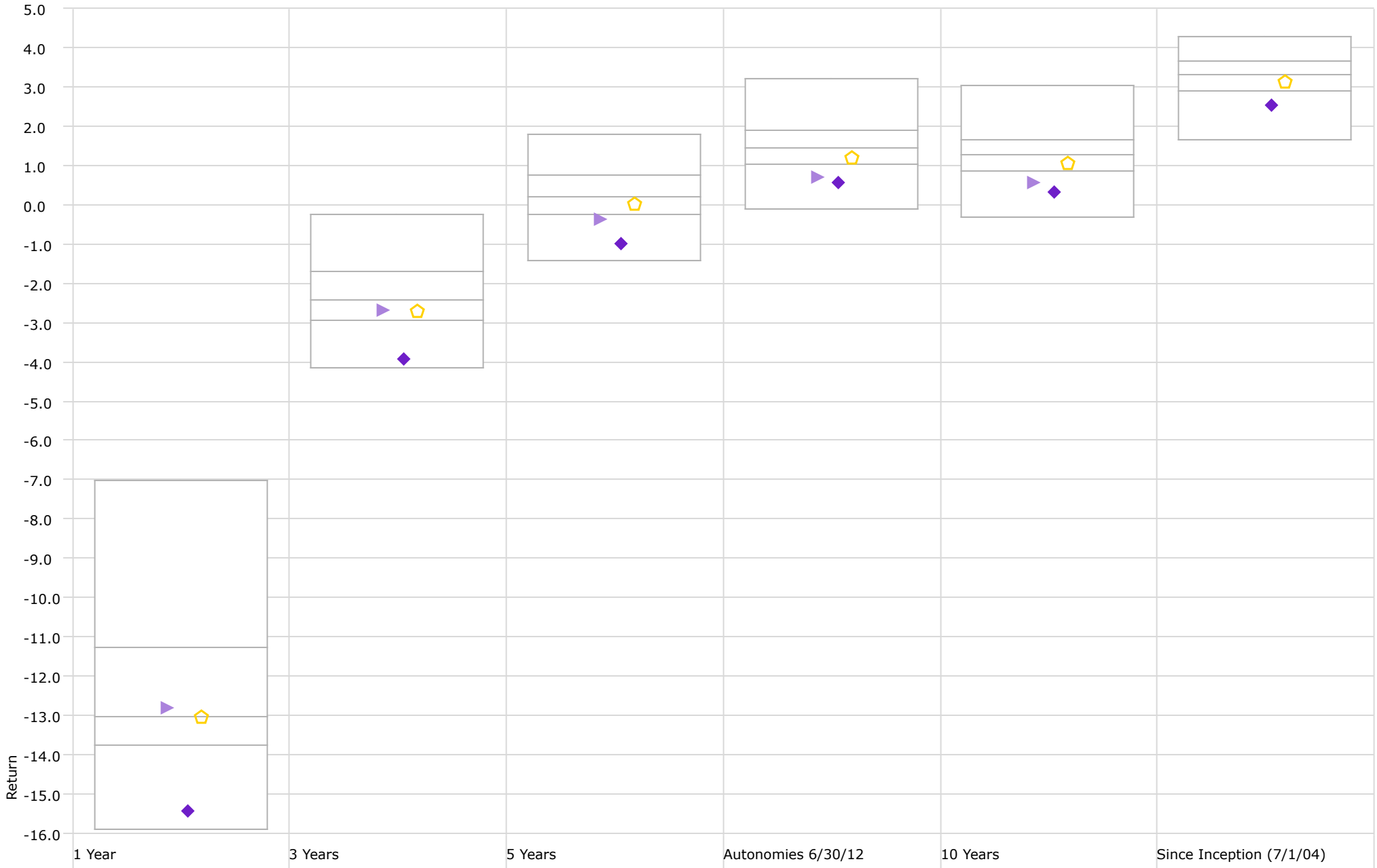
■ Non Endowed

■ Health Plan

■ Barclays Aggregate Bond Index

# Performance Relative to Peer Group

Peer Group (5-95%): All Managed Investments - U.S. - Intermediate Core Bond



◆ Non-Endowed

▶ Health Plan

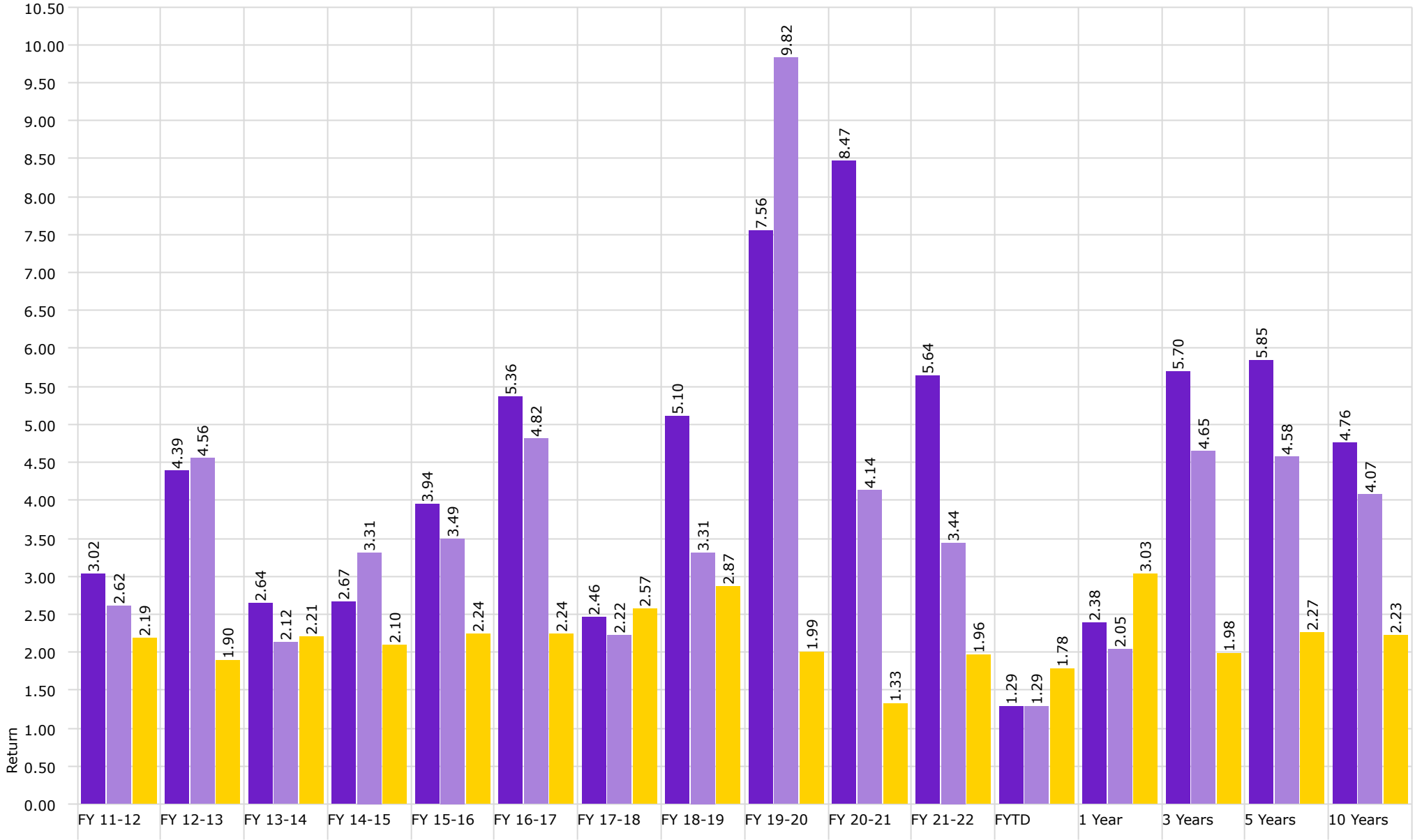
⬠ Barclays Aggregate Bond Index





# Investment Management Program Endowed Accounts **Realized Yield**

As of 12/31/2022



Endowment

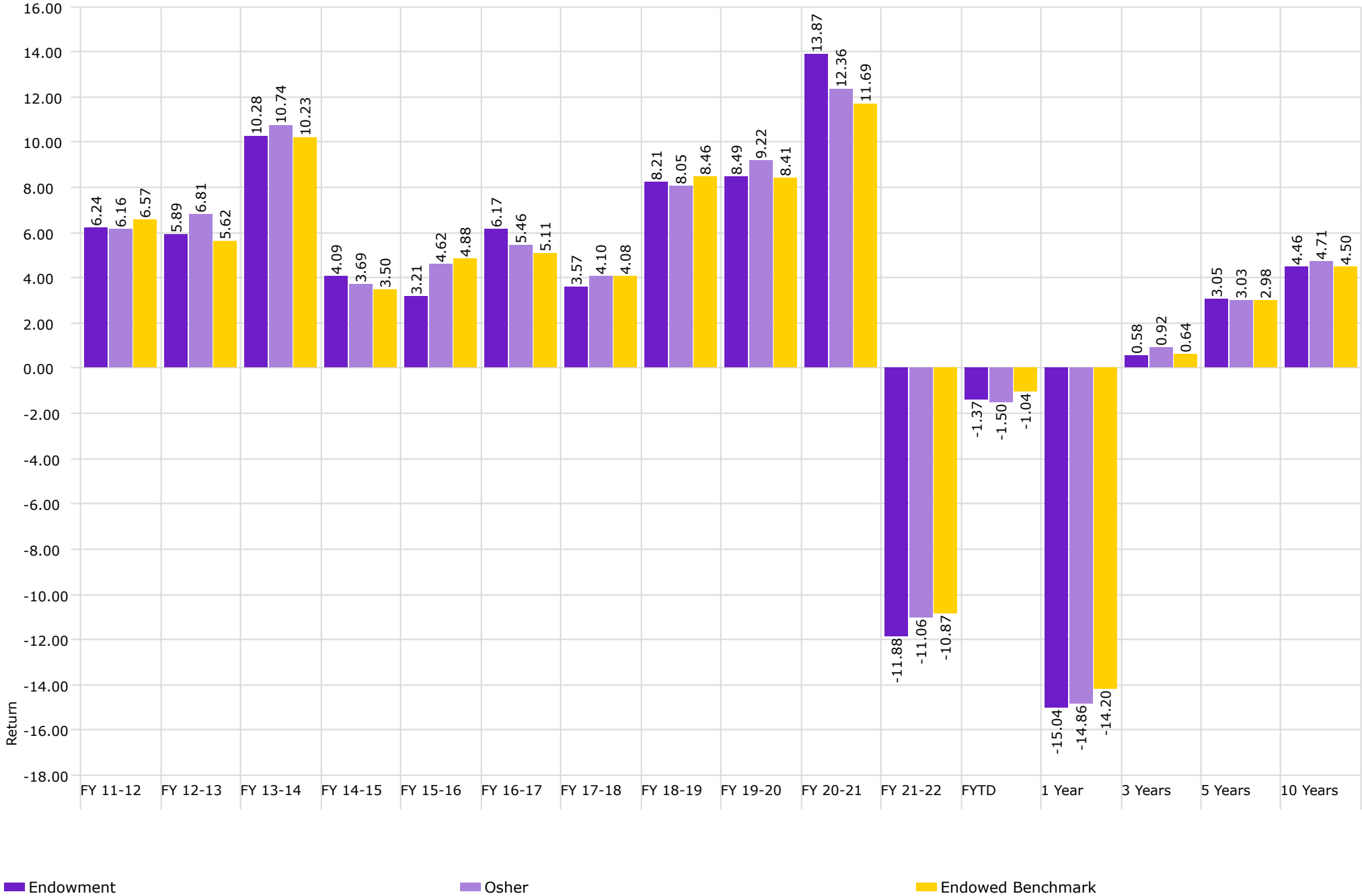
Osher

Endowed Realized Yield



# Investment Management Program Endowed Accounts **Total Return**

As of 12/31/2022





Finance & Administration

Report To the Board  
April 21, 2023

**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 second quarter of FY 2023. The Appendix include more detailed information on each reimbursement.

**Reimbursements Greater than \$1,000 by Affiliated Entity**

	Quarter Ending 12/31/22	
	Number of Payments	Total Reimbursements
Louisiana 4-H Foundation	0	\$ -
LSU Alumni Association	0	\$ -
LSU Foundation	76	\$ 132,087
LSU Health Care Services Foundation	0	\$ -
LSU Health Foundation - New Orleans	80	\$ 162,336
LSU Health Sciences Foundation - Shreveport	20	\$ 41,348
LSU Healthcare Network	1	\$ 1,451
LSU Medical School Alumni Association	0	\$ -
LSU Research Foundation	0	\$ -
LSUA Foundation	0	\$ -
LSUE Foundation	0	\$ -
LSUS Alumni Association	0	\$ -
LSUS Foundation	10	\$ 19,647
Pennington Biomedical Research Foundation	2	\$ 4,504
Tiger Athletic Foundation	6	\$ 28,296

## Appendix: Affiliated Entities Reimbursement Details

**Affiliate: LSU Foundation**

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Adelaide M. Russo	11/17/22	\$1,407.19	Travel
Ali Kazemian	12/8/22	\$1,364.18	Research Supplies/Business Lunch
Andrew Burstein	12/5/22	\$1,668.67	Research Travel and Book Purchases
Ayla Oden	12/12/22	\$4,000.00	Qualtrics Study Reim
Beatrice Summer Chandler	10/6/22	\$2,961.09	Moving Expenses
Blake Wilson	12/6/22	\$2,000.00	Employee Award
Catherine DeRobertis	12/6/22	\$1,000.00	Employee Award
City Club of Baton Rouge	11/2/22	\$13,025.21	President Tate Dues and Meetings/Events
City Club of Baton Rouge	10/13/22	\$1,042.25	President Tate Dues and Meetings/Events
Committee of 100	12/13/22	\$3,500.00	Membership Dues President Tate
D. Christi Mitchell	12/6/22	\$1,000.00	Employee Award
Daniel J Fontenot	12/20/22	\$1,000.00	Employee Award
Darla T Dao	12/20/22	\$1,000.00	Employee Award
Dr. Courtney Szocs	12/1/22	\$2,190.25	Research Expenses
Edward Richards	10/12/22	\$1,343.41	Travel Reimb
Frank R. Blystad	12/19/22	\$1,000.00	Employee Award
Gretchen Karcher Morgan	12/5/22	\$1,189.60	Travel to attend AAEP Meeting
Herry Utomo	12/6/22	\$1,000.00	Employee Award
Ida Wenefrida	12/6/22	\$1,000.00	Employee Award
Jinx Coleman Broussard	11/9/22	\$2,022.16	Membership and Conference Travel Expenses
Jinx Coleman Broussard	12/8/22	\$1,707.08	Conference Travel
John Maxwell Hamilton	10/7/22	\$3,614.22	Travel Reim
John Maxwell Hamilton	11/4/22	\$1,125.07	Travel Reim
Jorge Pullin	10/13/22	\$1,186.74	Publication Fee
Joseph M. Bell	12/19/22	\$1,000.00	Employee Award
Joshua Darr	10/7/22	\$1,126.63	Research Travel Reim
Jun Zou	12/22/22	\$1,594.44	Research Travel
Katelyn Richard	12/19/22	\$1,000.00	Employee Award
Kathleen Searles	10/7/22	\$1,064.20	Travel Reim
Kathleen Searles	10/19/22	\$2,408.13	Travel Reim
Kathryn Karsh Fontenot	12/6/22	\$1,000.00	Employee Award
Keith B. Hall	10/26/22	\$1,586.00	Conference Travel

## Appendix: Affiliated Entities Reimbursement Details

**Affiliate: LSU Foundation**

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Kemberly Johnson	12/7/22	\$1,000.00	Employee Award
Ken J Reichelt	11/25/22	\$1,462.49	Regalia Purchased for Grad Cermonies
Konstantin G Kousoulas	10/4/22	\$3,647.02	International Travel
Lea Daigle	11/22/22	\$2,400.10	Conference Travel
Leonard Aparcar	12/8/22	\$1,305.68	Research Trip DC
Lily Bich Pham	11/29/22	\$1,000.00	Employee Award
Lisa Fultz	12/6/22	\$1,000.00	Employee Award
LSU Accounting Services	11/18/22	\$1,477.70	Travel Expenses Provost Haggerty
LSU Dining-The Club at LSU Union Square	12/7/22	\$1,565.12	Retirement Reception Lake Douglas
Matthew Jourdan	12/19/22	\$1,000.00	Employee Award
Nicholas Bryner	10/24/22	\$1,664.47	Travel Reim
Nicholas Bryner	10/21/22	\$1,223.07	Travel Reim
Nicholas Bryner	10/21/22	\$1,304.72	Travel Reim
Nicholas S Lombardo	12/19/22	\$1,000.00	Employee Award
Paul Price	12/6/22	\$2,000.00	Employee Award
Scott Parker Smiley	12/2/22	\$1,738.00	Prof Mann Indexing fee
Sherella Cupid	10/13/22	\$1,177.00	Conference Travel
Steven D Linscombe	12/6/22	\$1,000.00	Employee Award
Subramaniam Sathivel	12/6/22	\$2,000.00	Employee Award
US Dept of Homeland Security	12/21/22	\$2,500.00	H1B Filing Fees Bikash Sakia
Yongcheol Lee	12/13/22	\$1,078.90	Research Expenses
Yongcheol Lee	12/16/22	\$1,439.99	Research Materials
Zakiya Wilson-Kennedy	10/5/22	\$2,241.34	Research Travel
Philip Accardo	10/05/2022	\$1,000.00	USCA membership dues
Michelle Bouillion	11/29/2022	\$1,000.00	CFP Program Renewal Fees
Darla Dao	11/08/2022	\$1,007.68	Ricardo Gonclaves, Post-Doc for John Flake, Affolter Prof & ChE Chair airfare to travel to Baton Rouge to accept Dr. Flake's post-doctoral research position.
Darla Dao	11/07/2022	\$1,289.00	Kevin Mcpeak, Assoc Prof & Cain Prof 4, to attend AICHE Meeting for recruitment of new faculty registration fee for AICHE Meeting.
Katelyn Downey	10/28/2022	\$5,025.00	training course for Jacqueline Perez Menjiver
Kamile Geist	10/31/2022	\$1,348.92	Travel from Baton Rouge to Baltimore, MD for NOAH conference.

## Appendix: Affiliated Entities Reimbursement Details

**Affiliate: LSU Foundation**

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Kevin R. George	11/05/2022	\$1,367.92	Blue Ribbon Awards Ceremony
Michael Gurt	10/11/2022	\$1,339.19	iPad Pro and Apple Pencil for study and performance
Tina M. Harris	11/16/2022	\$1,313.71	Travel for NCA conference
Amy K. Hurd	11/09/2022	\$1,295.00	Registration fee to attend annual AACSB conference (Dean Llorens)
Megan Klingler	10/20/2022	\$1,380.00	Membership dues (Dean Peterson)
Michelle M. Livermore	12/16/2022	\$1,728.11	Processing charge for Dr. Thrasher's manuscript
Ruth Moon Mari	12/29/2022	\$1,497.99	Summer language study — lodging
Ruth Moon Mari	12/29/22	\$1,695.00	Hostile environment training for fieldwork
Margaret R. Olivier	11/15/2022	\$1,500.00	Data spreadsheet with Historical data for research purposes for Paddy Sivadasan
Fanny Ramirez	11/03/2022	\$2,300.00	Survey cost for research project
Fanny Ramirez	11/21/2022	\$1,431.76	Academic conference
Meghan S. Sanders	11/16/2022	\$1,232.29	Research Presentations/Recruiting travel
Linda L. Shaw	11/23/2022	\$1,657.58	Angela Murray Substance Abuse Education
Stanley J. Wilder	10/20/2022	\$1,065.60	Association of Research Libraries (ARL) Conference
Asha S. Winfield	11/21/2022	\$1,259.97	Presenting at NCA in New Orleans
		\$132,086.84	

## Appendix: Affiliated Entities Reimbursement Details

**Affiliate: LSU Health Foundation - New Orleans**

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Marcy Navarre	10/31/22	\$1,522.04	Hosted annual ACEP Alumni Networking/Fundraising event
Min Gu	10/31/22	\$1,755.28	Presenting research on alcohol and social networking
Shannon Alwood MD	10/31/22	\$2,390.26	Attended ACEP Academic Assembly
Terrell Caffery MD	10/31/22	\$2,918.21	Attended ACEP conference
Rochelle Head Dunham MD	11/17/22	\$2,099.00	Recertification Boards
Jayne Weiss MD	12/7/22	\$2,564.64	American Academy of Ophthalmology Annual Meeting
Daniel Raines MD	12/21/22	\$1,258.40	ACG Conference
Jerussa Aita-Levy MD	12/21/22	\$1,394.92	Annual wellness event dinner
Jayne Weiss MD	12/22/22	\$2,829.90	Department Annual Holiday Event
Nicolas G Bazan MD	12/22/22	\$7,904.37	2022 Christmas Party
Karen Bruggers	10/3/22	\$1,250.00	Membership Dues for AAFP 2022-2023
Neeraj Jain MD	10/3/22	\$1,544.33	Travel for NSNC Annual Conference
Vinod Dasa MD	10/3/22	\$1,204.05	Ortho Research Quarterly Dinner
Daniel Nuss MD	10/7/22	\$2,356.30	LSU ENT Annual Alumni Reception
Jorge Palavinci	10/7/22	\$1,807.09	Purchase of dental supplies and meals for Bench Test Prep
LSU Medical Alumni Association	10/7/22	\$2,000.00	Silver Sponsorship - Ophthalmology
Laura Hetzler MD	10/14/22	\$5,708.93	Reimbursement for Loupes purchase
Brian Allen	10/19/22	\$1,190.00	Travel for SAEM Conference
LSU Medical Alumni Association	10/19/22	\$2,000.00	Silver Sponsorship - OBGYN
LSU Medical Alumni Association	10/19/22	\$2,500.00	Gold Sponsorship - Pathology
LSU Medical Alumni Association	10/19/22	\$2,000.00	Silver Sponsorship - Cancer Center
LSU Medical Alumni Association	10/19/22	\$2,000.00	Silver Sponsorship - OBGYN
Mark Townsend MD	10/19/22	\$1,545.14	Travel for 2022 AAP Annual Meeting
Michael Loewe	10/19/22	\$3,755.09	Travel for ACEP/CORD Teaching Fellowship
Patricia Molina MD	10/19/22	\$3,463.20	Travel for ISBRA/ESBRA Conference in Krakow, Poland
Fred McMullen	10/25/22	\$4,801.73	Travel for College of Diplomates Summer Conference
Brian Allen	10/27/22	\$2,688.72	Travel for ACEP 2022 Scientific Assembly
Imran Faruqi	10/27/22	\$1,023.43	Travel for ACEP 2022 Scientific Assembly
LSU Medical Alumni Association	10/27/22	\$2,000.00	Silver Sponsorship - Surgery
Malachi Sheahan MD	10/27/22	\$1,009.85	Reimbursement for vascular surgeons jackets and embroidery

## Appendix: Affiliated Entities Reimbursement Details

**Affiliate: LSU Health Foundation - New Orleans**

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Ben Lousteau	11/2/22	\$2,070.41	Reimbursement of Chancellor's Excellence Award Reception
George Karam MD	11/2/22	\$2,413.26	Travel for ACCA Annual Meeting 2022
John Miller	11/2/22	\$1,666.00	Travel for ASDS Annual Meeting 2022
National Association of Epilepsy Center	11/2/22	\$2,000.00	Dr. Piotr Olejniczak - Membership Dues 2023
Daniel Raines MD	11/7/22	\$6,770.63	Hosted meeting at ACG Conference by LSUHSC GI Section
Alison Kern	11/15/22	\$1,191.12	Reimbursement for new faculty welcome meeting at Copper Vine
Dale Misiek	11/15/22	\$1,654.00	Reimbursement of dues for AACS and AAOMS and parking
Fred Lopez MD	11/15/22	\$2,685.77	Travel for IDSA Conference
Hannah Mezan MD	11/15/22	\$2,901.59	Travel for Women in Medicine Summit 2022
Jestin Williams MD	11/15/22	\$1,703.35	Travel for NASS Annual Meeting
John England MD	11/15/22	\$1,459.52	Travel for ANA Annual Meeting
John Schmidt	11/15/22	\$1,011.70	Travel for AAPD's Safe & Effective Sedation in Pediatric
Joseph Clay Adams	11/15/22	\$1,837.42	Travel for AAPD's Safe & Effective Sedation in Pediatric
Kirby Moore Jones	11/15/22	\$1,067.01	Travel for AAPD's Safe & Effective Sedation in Pediatric
Lynda Harhad	11/15/22	\$1,102.72	Travel for GPR Program Director's Meeting
Mary Ann Difranco MD	11/15/22	\$1,357.20	Travel for Women in Medicine Summit 2022
Matthew Darlow MD	11/15/22	\$1,500.00	Travel for NASS Annual Meeting
Nicholas Culotta	11/15/22	\$1,663.37	Travel for ASDP Annual Meeting
Sydney Smith	11/15/22	\$1,831.68	Travel for AAPD's Safe & Effective Sedation in Pediatric
Linda Flot	11/17/22	\$1,269.65	Travel for Yale SoM's Residency Diversity Program Site Visit
AAOS	11/29/22	\$1,032.96	2023 Dues for Vinod Dasa, MD
AAOS	11/29/22	\$1,076.00	2023 Dues for Robert Zura, MD, Member ID #155556
Adriana Wilson	11/29/22	\$2,602.35	Travel for ACP Annual Meeting
Augusto Ochoa MD	11/29/22	\$1,038.59	Reimbursement of catering for ACT's audit group site visit
Jeffrey Johnson	11/29/22	\$1,010.82	Travel for ADA ISPD Meeting
Jorge Palavinci	11/29/22	\$3,953.33	Travel for AAMP Annual Meeting
LDA	11/29/22	\$1,217.00	Dues for ADA #172870323 - Albert F. McMullen, III, DDS
LDA	11/29/22	\$1,067.00	Dues for ADA #137940129 - Leneise Lynn, DMD
Vinod Dasa MD	11/29/22	\$1,485.79	Travel for AAHKS 2022 Annual Meeting
Alex Ehrlich	12/5/22	\$1,217.00	2023 ADA/LDA/NODA Membership Dues



## Appendix: Affiliated Entities Reimbursement Details

**Affiliate: LSU Health Foundation - New Orleans**

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Alisa Ice	12/5/22	\$4,591.59	Physiology On-The-Fly Tuition and Travel
Brittany Hill	12/5/22	\$1,579.78	Travel for 2022 Congress of Clinical Rheumatology - West
Jeffrey Johnson	12/5/22	\$2,759.30	Pre-Interview Dinner/Social
Jordan Nuss	12/5/22	\$1,404.52	Reimbursement for fall team building function
LDA	12/5/22	\$1,217.00	Dues for ADA #172960322 - Paul C. Armbruster, DDS
LDA	12/5/22	\$1,217.00	Dues for ADA #172860035 - Karen J. Bruggers, DDS, MS
Paul Armbruster	12/5/22	\$1,017.41	Travel for MSO/SAO/SWSO Annual Session
Toby Cheramie	12/5/22	\$1,707.00	2023 LDA Membership Dues
Bennett deBoisblanc MD	12/8/22	\$1,617.46	Travel for Chest Conference 2022
Brian Christensen	12/8/22	\$1,447.00	Reimbursement of dues for ABOMS, AAOMS, ACOMS, CDS & LSBME
Mark Townsend MD	12/8/22	\$1,401.57	Travel for 2022 ACP Annual Meeting
Barrett Ford MD	12/20/22	\$1,364.00	ACR Converge 2022 Conference and RAL Annual Meeting
Christopher Marrero MD	12/20/22	\$1,112.24	Travel for Yale SoM's Residency Diversity Site Visit
Jeffrey Johnson	12/20/22	\$1,403.00	Dues reimbursement for ADA, LDA, NODA & College of Diplomate
Piotr Olejniczak MD	12/20/22	\$2,054.66	Travel for AES 2022 Annual Meeting
Robert Zura MD	12/20/22	\$1,269.76	Travel for OTA's Annual Meeting 2022
Sven Oertel	12/20/22	\$1,831.63	Travel for 2022 Annual AOC Business & Leadership Symposium
Amit Bhandutia	12/21/22	\$2,586.68	Travel for NASS 2022 Conference
Kurt Varner	12/21/22	\$2,240.30	Reimbursement for Dept of Pharmacology Holiday Event
Robert Zura MD	12/21/22	\$1,171.50	Travel for Osteosynthesis Trauma and Fracture Fellow Reunion
		\$162,335.52	

**Appendix: Affiliated Entities Reimbursement Details**

**Affiliate: LSU Health Sciences Foundation - Shreveport**

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Alexander Gomelsky	12/6/22	\$1,911.78	Meals & Lecture Expense
Brad Chauvin	12/29/22	\$3,915.70	Travel & CME
Chris Kevil	12/29/22	\$1,092.95	Meals & Lecture Expense
D. David Kim	10/5/22	\$3,659.38	Meals & Lecture Expense
Dani G. Zoorob, MD	12/6/22	\$1,786.37	Travel & CME
Dani G. Zoorob, MD	10/31/22	\$1,595.19	Travel & CME
David F Lewis	11/9/22	\$1,267.20	Travel & CME
Jenny Guerre	11/29/22	\$1,260.00	Travel & CME
John Morgan	10/5/22	\$1,603.28	Travel & CME
Karen Stokes	12/6/22	\$1,273.49	Meals & Lecture Expense
Kimberly D. Mulkey	10/20/22	\$5,000.00	Honorarium
Kristy Waltman, MD	12/29/22	\$2,320.69	Travel & CME
Maggie Mott	12/29/22	\$1,540.53	Travel & CME
Mario Lobao, MD	11/29/22	\$2,243.62	Travel & CME
Oleg Chernyshev	10/19/22	\$2,427.59	Meals & Lecture Expense
Richard Mansour	12/14/22	\$2,079.86	Supplies
Richard Mansour	12/15/22	\$1,131.46	Meals & Lecture Expense
Richard Shane Barton	11/29/22	\$1,410.00	Travel & CME
Ron Nierman	11/9/22	\$2,629.36	Supplies
Toni Thibeaux	12/6/22	\$1,200.00	Meals & Lecture Expense
		\$41,348.45	

***Affiliate: LSU Healthcare Network***

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Ben Lousteau	12/21/22	\$1,450.95	Team Building Event

## Appendix: Affiliated Entities Reimbursement Details

### **Affiliate: LSUS Foundation**

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Alexander Mikaberidze	10/20/22	\$2,555.34	Expenses related to book purchases and to research trip to NYC
Alexander Mikaberidze	11/30/22	\$1,168.51	Pollock's The Battle of Waterloo
Cheryl H White	12/20/22	\$3,494.00	Presenting Book & Film in Lisbon
Julie A Lessiter	10/12/22	\$1,874.56	Travel expenses to Chicago
Kyle R Blankenship	10/12/22	\$1,460.31	gifts, meals and food items, airline ticket, supplies, shoes
Kyle R Blankenship	12/20/22	\$3,957.00	Shootaway for basketball teams
Lucas J Morgan	10/12/22	\$2,084.35	tumblers for golf tournament gift
Phillip Russell Maestas-Bohn	10/26/22	\$1,023.00	Thomas Falls Event Center team charges
Sanjay Menon	10/26/22	\$1,000.00	help with air fare to Halifax, Nova Scotia
Yong Dai	11/2/22	\$1,029.82	Xfinity bill with internet services
		\$19,646.89	

**Affiliate: Pennington  
Biomedical Research  
Foundation**

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Tiffany Stewart	12/8/22	\$2,952.19	Travel Expenses for Conference
Tiffany Stewart	12/20/22	\$1,551.55	Travel Expenses for meetings to discuss research project
		\$4,503.74	

**Appendix: Affiliated Entities Reimbursement Details**

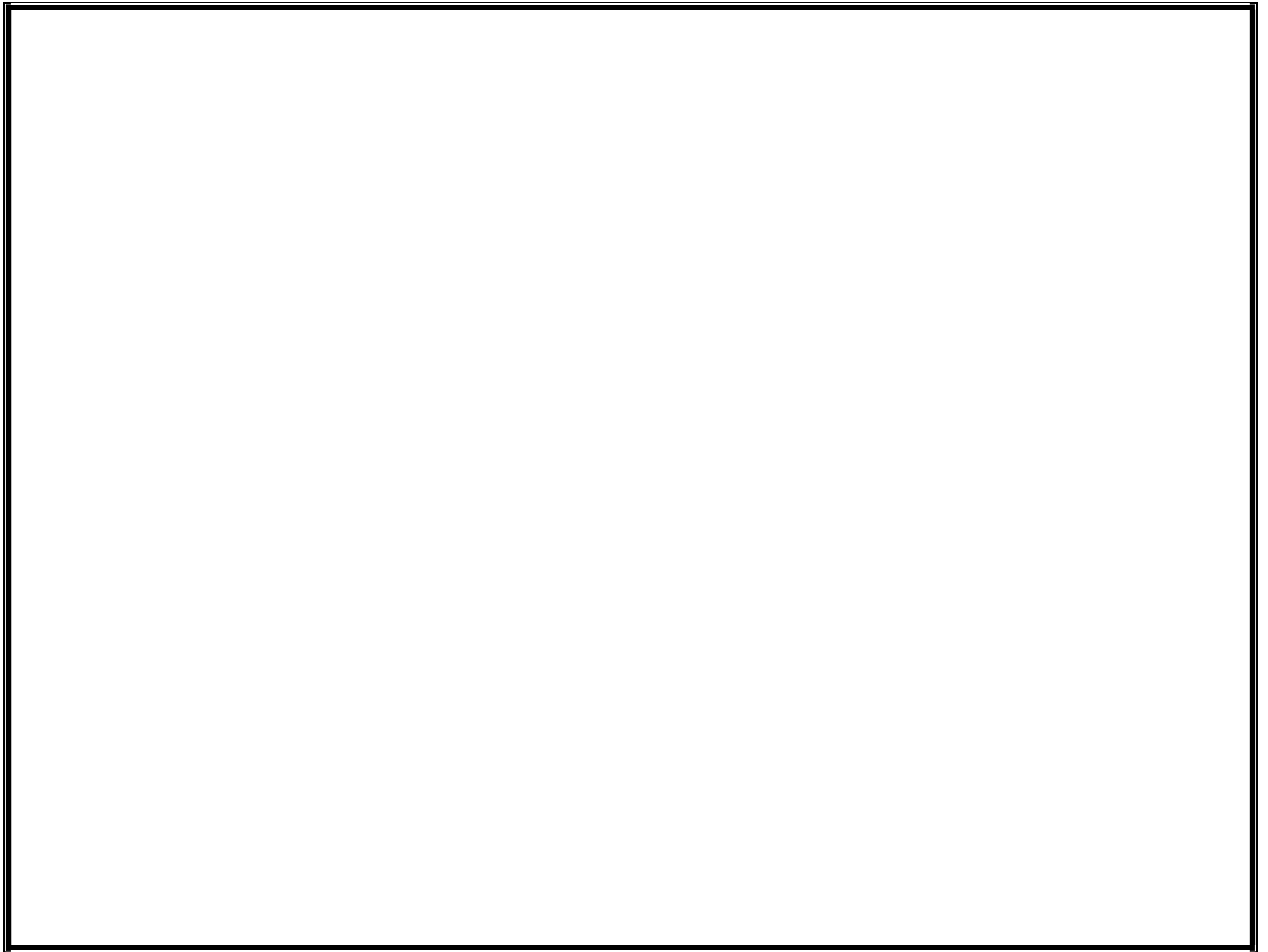
**Affiliate: TAF**

<b>Payee Name</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Purpose</b>
Beth Rex	10/14/2022	\$ 6,125.00	Consulting Services October 2022
Beth Rex	11/17/2022	\$ 6,125.00	Consulting Services November 2022
Beth Rex	12/12/2022	\$ 6,125.00	Consulting Services December 2022
Kara Duplantier	10/26/2022	\$ 7,000.00	Administrator for 2022 Tigerama Event
Katie Copeland	10/20/2022	\$ 1,295.00	Throne Kingdom - reimburse for purchase of throne chair used for promotional shoots
Scott Woodward	12/1/2022	\$ 1,626.00	Reimburse for Baton Rouge Country Club September -October dues for Scott Woodward per section 5.A of his employment contract
		\$ 28,296.00	

**Louisiana State University  
Metric Data**



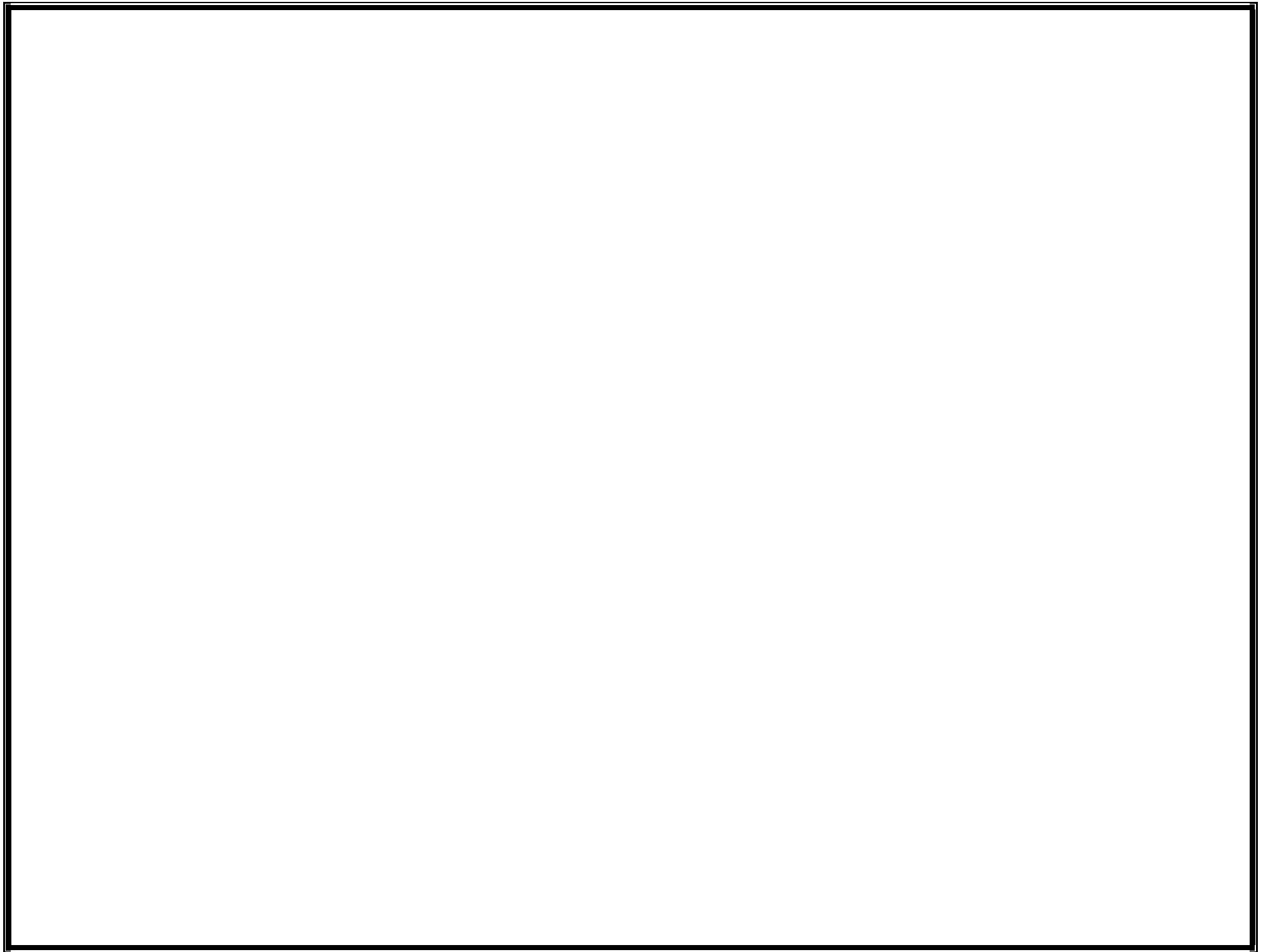
**April 21, 2023**





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## LSU Performance Metrics Executive Summary

The LSU performance indicators are designed to provide campus leadership and the Board of Supervisors with a mechanism for evaluating annual institutional performance. This document includes a summary of the LSU campuses performance metrics data. The metrics data provided allow institutions to discuss descriptive metrics and performance measures within the context of each campus' mission.

In complex university systems, the distinct and quite different institutions do not measure their performance against each other but against the larger marketplaces where they compete. Two elements are critical for the effectiveness of performance measurement. First is the constant tracking of improvement from year to year. Second is the periodic benchmarking of campus performance against appropriate national counterparts. Data provided in this document speak primarily to the first element of annual improvement. Subsequent work by the campuses in identifying appropriate measures of performance against national counterparts provide a context for the second, national benchmarking element, of effective performance measurement.

The utility of these data points for evaluating institutional performance varies by campus and mission. Below is a general outline of metrics data captured in this document. Please note that for example, in some institutions, enrollment growth is critical to survival; for others, enrollment is stable and other indicators will be more important. Other institutions may pay particular attention to undergraduate education, others to research or technology transfer. Consequently, although this data describe the scale of operations, their utility as metrics for performance improvement measurement varies.

Below is a general outline of metrics data captured in this document. These metrics represent a start to what is expected to become a significant analysis and measuring tool for the Louisiana State University and its institutions.

### General Metrics Description

- Metric I: Degrees and Credentials (*Including distribution by race, ethnicity, and other characteristics*)
- Metric II: Enrollment data (*Including distribution by race, ethnicity, and other characteristics such as full and part time*)
- Metric III: Retention, Graduation, Licensure, and Pass Rate (*Standardized State and National Exams*)
- Metric IV: Research Expenditures
- Metric V: Technology Transfer
- Metric VI: Revenue Sources (*Tuition and Fees, Other Revenue Resources*)
- Metric VII: Teaching and Research Productivity
- Metric VII: Hospital Statistics (HSCs only)
- Benchmark: Campus Specific Benchmark Metrics

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**Louisiana State University and A&M  
Metric Data**



**April 21, 2023**

# Louisiana State University and A&M College

## Executive Summary

Louisiana State University and A&M College, the state's Flagship University, is ranked as a top-tier university—very high research activity (Carnegie Classification) and is one of a few select universities designated as a land-, sea-, and space-grant institution. LSU is known for its outstanding undergraduate and graduate academic programs, state-of-the-art-research, internationally acclaimed faculty, and national award-winning student-success programs. The campus is cohesively focused on pursuing and supporting the goals outlined in the President's Scholarship First initiative. Through its educational, research, and service activities, LSU serves as the state's leading institution in the creation and dissemination of new knowledge and technologies, impacting workforce and economic development throughout the state, region, nation, and world.

2022

The total number of degrees awarded increased by 12.7%. (Metric I)

Total enrollments for first-time degree seeking freshmen increased by 5.1% which reflects an all-time institutional high. (Metric II)

Hispanic (781) and Black or African American (1,563) first time degree seeking students as of the 14<sup>th</sup> class day increased by 16.9% and 18.4% respectively and reflect an all-time institutional record. (Metric II)

Dual enrollments continue to increase over the previous year to 3,048 in the fall of 2022. This amounts to a 16.5% increase over the prior year and is an all-time institutional record (Metric II).

The passage rate for the Licensed Clinical Social Work Examination increased to 82%; the highest passage rate in over five years (Metric III).

Total Social Sciences research expenditures were up by 17.5 % (Metric IV)

## **LSU and A&M VISION and MISSION:**

As the flagship institution of the state, the vision of Louisiana State University is to be a leading research-extensive university, challenging undergraduate and graduate students to achieve the highest levels of intellectual and personal development. Designated as a land, sea, and space-grant institution, the mission of Louisiana State University is the generation, preservation, dissemination, and application of knowledge and cultivation of the arts.

In implementing its mission, LSU is committed to:

- \*offer a broad array of undergraduate degree programs and extensive graduate research opportunities designed to attract and educate highly qualified undergraduate and graduate students;

- \*employ faculty who are excellent teacher-scholars, nationally competitive in research and creative activities, and who contribute to a world-class knowledge base that is transferable to educational, professional, cultural, and economic enterprises; and

- \* use its extensive resources to solve economic, environmental, and social challenges.

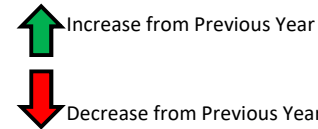
(Mission Statement approved October 2012)

# Louisiana State University and A&M Metrics at a Glance

2021-2022

Legend:

Statistic		
High	X	Y Current
Low	Z	% Change from Previous Period



Metric I Degrees Awarded	Metric II Enrollment	Metric III Student Success	Metric IV Research Expenditures	Metric V Technology Transfer	Metric VI Revenues	Metric VII Instruction Productivity
<b>Bachelors</b>	<b>14th Day Enrollment for First Time Degree Seeking Freshmen</b>	<b>Average ACT Score</b>	<b>Engineering Total (in thousands)</b>	<b>Invention Disclosures</b>	<b>Market Value of Endowments</b>	<b>Enrollment in Fall Semester Lecture and Seminar Courses</b>
5,097    4,946	7,401    7,401	26.0    25.5	49,469    49,469	76    0	696,077,402    625,060,866	136,300    136,300
4,388    ↑ 5.8%	4,917    ↑ 5.1%	24.2    ↓ -1.9%	28,895    ↑ 46.3%	31    ↓ -100.0%	264,041,317    ↓ -10.2%	112,591    ↑ 3.8%
<b>Masters</b>	<b>Degree Seeking Continuing Undergraduates</b>	<b>First to Second Year Retention</b>	<b>Physical Sciences Total (in thousands)</b>	<b>Licenses\Options Executed</b>	<b>Total Gross Revenue From First-Time-Full-Time Freshmen</b>	<b>Tenure/tenure track (T/TT) FTE faculty assigned to classes</b>
1,821    1,821	19,072    19,072	85.8%    82.6%	30,600    30,600	21    0	103,867,754    103,867,754	936    894
967    ↑ 30.2%	16,547    ↑ 4.4%	82.5%    ↓ -0.4%	16,982    ↑ 30.6%	2    ↓ -100.0%	20,722,394    ↑ 9.9%	859    ↓ -1.9%
<b>Doctoral</b>	<b>Total Undergraduate Headcount as of 14th Class Day</b>	<b>Second to Third Year Retention</b>	<b>Environmental Sciences Total (in thousands)</b>	<b>New Patents Filed - Total</b>	<b>Net Revenue From First-Time-Full-Time Freshmen</b>	<b>Non tenure/tenure track FTE faculty assigned to classes</b>
347    321	31,059    31,059	76.5%    72.3%	33,702    33,440	57    0	69,258,172    69,258,172	507    507
231    ↑ 9.9%	24,631    ↑ 5.7%	72.0%    ↓ -3.7%	29,440    ↑ 16.3%	12    ↓ -100.0%	15,595,498    ↑ 7.6%	332    ↑ 6.3%
<b>Professional (Veterinary &amp; Law)</b>	<b>Total Graduate Headcount as of 14th Class Day</b>	<b>Six Year Graduation Rate</b>	<b>Life Sciences Total (in thousands)</b>	<b>Active License Agreements</b>	<b>State Appropriation per FTE</b>	<b>Total sch's taught per T/TT FTE faculty</b>
298    298	6,528    6,295	66.9%    66.4%	46,853    46,853	89    0	7,918    3,587	210    200
75    ↑ 9.2%	4,874    ↓ -3.6%	58.7%    ↑ 1.1%	28,135    ↑ 25.2%	25    ↓ -100.0%	3,580    ↑ 0.2%	177    ↑ 3.2%
<b>Grand Total Number of Degrees Awarded</b>	<b>Total number of students enrolled who received TOPS</b>	<b>LA Community College Transfer Student Second Year Retention</b>	<b>Social Sciences Total (in thousands)</b>	<b>Licenses Generating Income</b>	<b>Net Revenue generated from auxiliary enterprises</b>	<b>Total sch's taught per non T/TT FTE faculty</b>
7,741    7,741	15,169    15,169	87.6%    75.4%	5,139    2,787	22    0	23,045,303    6,182,366	499    423
5,830    ↑ 12.7%	13,175    ↑ 2.0%	75.2%    ↓ -7.9%	0    ↑ 17.5%	12    ↓ -100.0%	-8,519,233    ↓ -172.6%	397    ↓ -4.2%
<b>Total degrees awarded in STEM</b>	<b>Total number of student enrolled in STEM</b>	<b>LA Community College Transfer Student 6-Year Grad Rate</b>	<b>Total Science &amp; Engineering Disciplines (in thousands)</b>	<b>Total Licensing Income</b>	<b>Direct unrestricted instructional expenditures per FTE student</b>	
2,082    1,971	10,716    10,505	72.6%    70.3%	196,978    196,978	907,616    0	7,403    6,586	
1,397    ↑ 9.6%	9,681    ↑ 1.1%	57.3%    ↑ 2.5%	123,318    ↑ 26.3%	121,511    ↓ -100.0%	5,879    ↓ -1.2%	



# Louisiana State University and A&M

## Metric I. Number of degrees conferred by level and professions most important to Louisiana.

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<b>Campus total number of degrees awarded/conferred...</b>					
Bachelors	4,852	5,097	4,971	4,675	4,946
Post-Bachelors	102	97	81	97	92
Masters	1,181	1,274	1,297	1,399	1,821
Post- Masters	0	0	0	0	0
Graduate Certificate	49	105	104	114	238
Doctoral	299	325	347	292	321
Specialist	23	23	15	21	13
Professional (Veterinary & Law)	250	257	254	273	298
Post-Professional	10	8	11	0	12
<b>Grand Total Number of Degrees Awarded</b>	<b>6,766</b>	<b>7,186</b>	<b>7,080</b>	<b>6,871</b>	<b>7,741</b>
<b>Total number of degrees awarded by race/ethnicity...</b>					
Hispanic	380	428	461	452	474
American Indian or Alaskan Native	19	15	24	23	41
Asian	248	274	281	246	304
Black, Non-Hispanic	782	752	874	844	985
Native Hawaiian or Other Pacific Islander	7	4	8	11	9
White, Non-Hispanic	4,656	5,053	4,814	4,713	5,253
Two or More Races	149	126	139	121	172
Nonresident Alien	450	423	360	363	397
Race/Ethnicity Unknown	75	111	119	98	106
<b>Total degrees awarded ...</b>					
Total degrees awarded in STEM	2,047	2,082	1,987	1,798	1,971
<b>Total Teacher Education completions (Note BOR Teacher Education Initiatives)</b>					
Total Completed (Regular Program)	141	155	136	113	111
Number Passed (Regular Program)	141	152	136	112	111
Percentage Passed (Regular Program)	100%	98%	100%	99%	100%
Total Completed (Alternate Program)	15	24	25	23	14
Number Passed (Alternate Program)	15	24	24	23	14
Percentage Passed (Alternate Program)	100%	100%	96%	100%	100%
<b>Total number of degrees awarded in Allied Health</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Note: Beginning with Fall 2014 reporting cycle, total degrees awarded in STEM determined by the Complete College America (CCA) definition used by the Board of Regents.

## Louisiana State University and A&M

### Metric I. Number of degrees conferred by level and professions most important to Louisiana.

*List of STEM/SMART CIP code/s: The following list of CIP codes is to serve as a guide but it is not intended to be inclusive of all possibilities. We recognize that some campuses have degree programs centered in schools or colleges that might dictate a different CIP code. The campus should make the appropriate adjustment. In addition, the CIP codes used by the campus should correlate to the Board of Regents. If there is a discrepancy and the campus applies the IPEDS CIP code, then the campus should identify this with a footnote.*

11  
14  
15  
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0109  
0110  
0111  
0112  
0301  
0303  
0305  
0306  
2901  
3001  
3006  
3008  
3010  
3016  
3018  
3019  
3024  
3025  
4101  
4102  
4103  
4199  
4211

#### **Allied Health CIP Code/s**

Allied Health and Medical Assisting Services

Allied Health Diagnostic, Intervention, and Treatment Professions

# Louisiana State University and A&M

Metric II. The following metrics will provide the campus enrollment trends.

Enrollment Headcount as of 14th Class Day	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
<b>Undergraduate</b>					
14th Day Enrollment for First Time Degree Seeking Freshmen	5,812	6,132	6,701	7,045	7,401
14th Day Degree Seeking New Transfer Student Enrollment	727	724	928	923	998
14th Day Degree Seeking Re-Admit Enrollment	394	359	342	282	307
Degree Seeking Continuing Undergraduates	16,608	16,547	17,274	18,270	19,072
First-Time Post-Baccalaureate	55	33	76	46	54
Non Degree Undergraduates	1,767	2,125	2,627	2,820	3,227
<b>Total Undergraduate Headcount as of 14th Class Day</b>	<b>25,363</b>	<b>25,920</b>	<b>27,948</b>	<b>29,386</b>	<b>31,059</b>
<b>Undergraduate - First Time Degree Seeking Freshmen</b>					
Full-time (In-State Residency)	4,604	4,744	4,901	4,837	4,973
Full-time (Non Residency)	1,205	1,382	1,789	2,201	2,394
Part-time (In-State Residency)	2	4	6	6	1
Part-time (Non Residency)	1	2	5	1	33
<b>Total First Time Degree Seeking Freshmen Headcount as of 14th Class Day</b>	<b>5,812</b>	<b>6,132</b>	<b>6,701</b>	<b>7,045</b>	<b>7,401</b>
<b>Undergraduate</b>					
Full-time (In-State Residency)	18,560	18,540	19,147	19,099	19,158
Full-time (Non Residency)	3,873	4,195	4,971	6,251	7,363
Part-time (In-State Residency)	2,704	2,998	3,529	3,717	4,066
Part-time (Non Residency)	226	187	301	319	472
<b>Total Undergraduate Headcount as of 14th Class Day</b>	<b>25,363</b>	<b>25,920</b>	<b>27,948</b>	<b>29,386</b>	<b>31,059</b>
<b>Graduate</b>					
Full-time (In-State Residency)	3,501	3,426	3,343	3,330	3,287
Full-time (Non Residency)	928	1,064	1,230	1,273	1,264
Part-time (In-State Residency)	665	714	803	798	702
Part-time (Non Residency)	530	637	966	1,127	1,042
<b>Total Graduate Headcount as of 14th Class Day</b>	<b>5,624</b>	<b>5,841</b>	<b>6,342</b>	<b>6,528</b>	<b>6,295</b>
<b>Grand Total Headcount as of 14th Class Day (Undergraduate &amp; Graduate)</b>	<b>30,987</b>	<b>31,761</b>	<b>34,290</b>	<b>35,914</b>	<b>37,354</b>
<b>Total Undergraduate Full-Time-Equivalent (FTE) Enrollment as of 14th Class Day</b>	<b>23,061</b>	<b>23,428</b>	<b>25,224</b>	<b>26,388</b>	<b>27,830</b>
<b>Total Graduate Full-Time-Equivalent (FTE) Enrollment as of 14th Class Day</b>	<b>5,118</b>	<b>5,296</b>	<b>5,568</b>	<b>5,748</b>	<b>5,615</b>
<b>Total number of High School Dual Enrollments</b>	<b>1,476</b>	<b>1,868</b>	<b>2,460</b>	<b>2,615</b>	<b>3,048</b>

# Louisiana State University and A&M

Metric II. The following metrics will provide the campus enrollment trends.

First Time Degree Seeking Enrollment by Race and Ethnicity as of 14th Class Day	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Hispanic	421	498	609	668	781
American Indian or Alaska Native	37	14	46	77	26
Asian	272	289	305	403	347
Black or African American	889	887	1,122	1,320	1,563
Native Hawaiian or Other Pacific Islander	11	3	9	8	5
White	3,898	4,082	4,341	4,407	4,222
Two or More Races	141	229	176	58	324
Nonresident Alien	54	65	45	61	81
Race/Ethnicity Unknown	89	65	48	43	52
<b>Total</b>	<b>5,812</b>	<b>6,132</b>	<b>6,701</b>	<b>7,045</b>	<b>7,401</b>
<b>First Time Degree Seeking Enrollment by Gender as of 14th Class Day</b>					
Male	2,548	2,846	2,953	2,961	3,083
Female	3,264	3,286	3,748	4,084	4,318
<b>Total</b>	<b>5,812</b>	<b>6,132</b>	<b>6,701</b>	<b>7,045</b>	<b>7,401</b>
<b>Total Enrollment by Race and Ethnicity as of 14th Class Day</b>					
Hispanic	2,014	2,179	2,490	2,759	3,147
American Indian or Alaska Native	122	119	169	221	186
Asian	1,270	1,344	1,424	1,611	1,658
Black or African American	3,867	4,239	5,028	5,485	6,257
Native Hawaiian or Other Pacific Islander	36	36	40	39	33
White	20,793	20,989	22,480	23,126	23,010
Two or More Races	562	749	794	702	1,048
Nonresident Alien	1,645	1,599	1,368	1,520	1,571
Race/Ethnicity Unknown	678	507	497	451	444
<b>Total</b>	<b>30,987</b>	<b>31,761</b>	<b>34,290</b>	<b>35,914</b>	<b>37,354</b>
<b>Total Enrollment by Gender as of 14th Class Day</b>					
Male	14,429	14,685	15,469	15,905	16,396
Female	16,558	17,076	18,821	20,009	20,958
<b>Total</b>	<b>30,987</b>	<b>31,761</b>	<b>34,290</b>	<b>35,914</b>	<b>37,354</b>

# Louisiana State University and A&M

Metric II. The following metrics will provide the campus enrollment trends.

Louisiana Transfer Enrollment	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Transfer from Louisiana Community Colleges	236	219	222	218	210
Transfers from Louisiana Four-Year Universities	255	247	298	274	239
<b>Student Credit Hours (SCH)</b>					
Fall SCH	402,926	409,678	435,503	452,631	468,661
Spring SCH	368,203	376,985	402,875	412,676	
<b>Total number of students enrolled who received TOPS</b>					
Performance	3,423	3,430	4,102	4,242	4,323
Opportunity	5,265	5,207	5,011	4,939	5,076
Honors	4,776	5,006	5,634	5,693	5,770
Tech	0	0	0	0	0
<b>Total number of students enrolled who received TOPS</b>	<b>13,464</b>	<b>13,643</b>	<b>14,747</b>	<b>14,874</b>	<b>15,169</b>
<b>Enrollment by specified discipline</b>					
<b>Total number of student enrolled in STEM</b>	<b>9,856</b>	<b>9,681</b>	<b>10,507</b>	<b>10,391</b>	<b>10,505</b>
<b>Total number of students enrolled in Allied Health</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total number of students enrolled in Teacher Education ( Note BOR Teacher Education Initiative)</b>	<b>715</b>	<b>654</b>	<b>659</b>	<b>648</b>	<b>610</b>
Teacher Education Regular Program	682	622	633	621	588
Teacher Education Alternative Program	33	32	26	27	22

Note: In December 2012, Teacher Education Programs MATE & MATS enrollments moved from Regular to Alternative for 2009-10, 2010-11, and 2011-12

Note: Beginning with Fall 2014 reporting cycle, enrollment in STEM determined by the Complete College America (CCA) definition used by the Board of Regents. Data reported using CCA.

Note: Beginning with Fall 2014 reporting cycle, 14th day degree-seeking transfer enrollment includes fall and continuing summer transfers.

Note: Beginning with Fall 2015 reporting cycle, headcount enrollment and student credit hours includes Hebert Law Center.

Note: Total number of students enrolled who received TOPS for 2017-2018 has been updated with completed data from LOSFA TOPS Payment Summary AY 2017-18 (12/26/2018)

Note: Total number of students enrolled who received TOPS for 2018-2019 is reported with partial data from LOSFA TOPS Payment Summary AY 2018-19 (12/26/2018)

Note: Total number of students enrolled who received TOPS for 2019-2020 is reported with partial data from LOSFA TOPS Payment Summary AY 2019-20 (1/6/2020)

Note: Total number of students enrolled who received TOPS for 2019-2020 is reported with partial data from LOSFA TOPS Payment Summary AY 2020-21 (10/23/2020)

Note: Total number of students enrolled who received TOPS for 2020-2021 is reported with partial data from LOSFA TOPS Payment Summary AY 2021-22 (12/20/2021)

# Louisiana State University and A&M

**Metric II. The following metrics will provide the campus enrollment trends.**

**List of STEM/SMART CIP code/s:**

*some campuses have degree programs centered in schools or colleges that might dictate a different CIP code. The campus should make the appropriate adjustment. In addition, the CIP codes used by the campus should correlate to the Board of Regents. If there is a discrepancy and the campus applies the IPEDS CIP code, then the campus should identify this with a*

11	Computer and Information Sciences and Support Services
14	Engineering
15	Engineering Technologies/Technicians
26	Biological and Biomedical Sciences
27	Mathematics and Statistics
40	Physical Sciences
0109	Animal Sciences
0110	Food Science and Technology
0111	Plant Sciences
0112	Soil Sciences
0301	Natural Resources Conservation and Research
0303	Fishing and Fisheries Sciences and Management
0305	Forestry
0306	Wildlife and Wildlands Science and Management
2901	Military Technologies
3001	Biological and Physical Sciences
3006	Systems Science and Theory
3008	Mathematics and Computer Science
3010	Biopsychology
3016	Accounting and Computer Science
3018	Natural Sciences
3019	Nutrition Sciences
3024	Neuroscience
3025	Cognitive Science
4101	Biology Technician/Biotechnology Laboratory Technician
4102	Nuclear and Industrial Radiologic Technologies/Technicians
4103	Physical Science Technologies/Technicians
4199	Science Technologies/Technicians Other
4211	Physiological Psychology/Psychobiology

**Allied Health CIP Code/s**

51.08	Allied Health and Medical Assisting Services
51.09	Allied Health Diagnostic, Intervention, and Treatment Professions

**Variables Description**

**Headcount Enrollment Undergraduate** – Total number of full-time and part-time students enrolled in courses for undergraduate credit.  
**Headcount Enrollment Graduate** – Total number of full-time and part-time students enrolled in courses for graduate credit.  
**Full-Time Equivalent (FTE)** – The calculation of FTE can vary by institution. However, FTE enrollment reported for this metric should reconcile to FTE data you report to the Louisiana BoR, SREB and IPEDS for your campus.  
**Full-Time Student Undergraduate** - a student enrolled for 15 or more semester credits or 30 or more contact hours a week each term. (IPEDS)  
**Dual Enrollment** - A student who is enrolled in high school but who is also enrolled, simultaneously, in a postsecondary institution are considered dual enrolled.  
**Science Technology Engineering and Mathematics (STEM)** - STEM enrollment is calculated based on STEM CIP codes.  
**Educations, Nursing, Allied Health** - Use the CIP codes as defined by IPEDS for these disciplines to determine the number of students enrolled and graduates in

## Louisiana State University and A&M

Metric III. The following metric will identify the campus trends for retention, graduation, licensure and pass rate.

<b>Analysis of First-time, Full-time, Baccalaureate Degree-seeking Freshmen (fall and prior summer)</b>									
<b>Cohort Type</b>	<b>Cohort Year</b>	<b>Head Count</b>	<b>Average ACT</b>	<b>% continuation to_2nd_Yr</b>	<b>% continuation to_3rd_Yr</b>	<b>Cumulative % Graduating after 4 Yrs</b>	<b>Cumulative % Graduating after 5 Yrs</b>	<b>Cumulative % Graduating after 6 Yrs*</b>	<b>Cumulative % Graduating after 7 Yrs</b>
Total	2013	5,498	25.5	84.6%	75.5%	41.0%	60.9%	65.3%	66.7%
Total	2014	5,652	25.6	84.7%	74.3%	39.4%	61.0%	65.7%	66.8%
Total	2015	5,619	25.6	82.8%	72.7%	42.9%	61.9%	65.7%	66.7%
Total	2016	5,470	25.7	82.9%	73.4%	44.1%	63.1%	66.4%	
Total	2017	4,910	25.6	83.7%	74.5%	45.9%	64.4%		
Total	2018	5,809	25.5	83.0%	74.8%	47.4%			
Total	2019	6,126	25.6	85.8%	75.1%				
Total	2020	6,690	25.4	82.9%	72.3%				
Total	2021	7,038	26.0	82.6%					
Total	2022	7,367	25.5						
<b>First-time, Full-time, Degree-seeking Louisiana Community College Transfers (fall and prior summer)</b>									
LACCT	2013	233		86.3%	65.2%	60.9%	67.8%	69.1%	69.5%
LACCT	2014	305		86.6%	67.9%	57.7%	65.9%	67.5%	68.2%
LACCT	2015	344		80.8%	57.8%	59.0%	65.4%	68.6%	70.3%
LACCT	2016	269		79.6%	66.2%	59.5%	65.8%	69.1%	
LACCT	2017	239		81.2%	55.6%	64.0%	68.2%		
LACCT	2018	218		85.3%	61.9%	64.2%			
LACCT	2019	200		86.5%	64.0%				
LACCT	2020	193		81.9%	58.0%				
LACCT	2021	199		75.4%					
LACCT	2022	188							

\* Excludes pre-nursing and pre-allied health transfer preparatory programs that are included in IPEDS Grad Rate.

# Louisiana State University and A& M

**Metric III. The following metric will identify the campus trends for retention, graduation, licensure and pass rate.**

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<b>Licensure exams data</b>								
College of Business <sup>1</sup> *	63%	57%	56%	56%	63%	63%	N/A	N/A
School of Education	SEE METRIC I	SEE METRIC I	SEE METRIC I	SEE METRIC I	SEE METRIC I	SEE METRIC I	SEE METRIC I	SEE METRIC I
College of Engineering <sup>2</sup> ***								
Biological	78%	86%	88%	91%	67%	63%	50%	45%
Chemical	91%	84%	76%	86%	78%	73%	70%	56%
Civil	72%	72%	65%	53%	69%	67%	65%	58%
Electrical	88%	55%	77%	74%	67%	60%	45%	55%
Computer	75%	100%	100%	100%	N/A	N/A	N/A	100%
Environmental	73%	50%	58%	67%	53%	55%	67%	42%
Industrial	80%	67%	100%	60%	67%	50%	100%	100%
Mechanical	94%	82%	88%	96%	86%	88%	95%	88%
Petroleum	81%	82%	80%	83%	81%	59%	0%	69%
School of Social Work **								
GSW <sup>3</sup>	76%	75%	75%	78%	64%	64%	60%	65%
LCSW <sup>4</sup>	68%	62%	63%	74%	70%	67%	70%	82%
School of Veterinary Medicine <sup>5</sup>	100%	95%	94%	91%	86%	94%	96%	90%

<sup>1</sup>CPA Exam Pass Rates represent the average pass rates of all four individual sections.

<sup>2</sup>National Council of Examiners for Engineering Survey (NCEES) Fundamentals of Engineering (FEE) Passage Rates, by Major

<sup>3</sup>Graduate Social Work (GSW) Exam Passage Rates for All Students (First-time and Repeat)

<sup>4</sup>Licensed Clinical Social Work Examination for All Students (First-time and Repeat)

<sup>5</sup>North American Veterinary Licensing Examination (NAVLE) Passage Rates

\*Note: Licensure Exams Data: The "N/A" in the College of Business 2020-21 column is due to changes made by the NASBA to the CPA exam. The NASBA is not likely to provide results until 2024

\*\*Note: Licensure Exams Data: The reporting entity for the School of Social Work has not reported 2020-2021 information as of 1/27/2022.

\*\*\*Note: Licensure Exams Data: College of Engineering: In 2020-21 the percentages based on; Computer Science 0 students, IE had 1 student, and PETE had 2 students take tests.



# Louisiana State University and A & M

**Metric IV. The following metrics will identify the effectiveness of campus research to benefit the state's economic development.**

Research Expenditures	2014-2015		2015-2016		2016-2017		2017-2018		2018-2019		2019-2020		2020-2021		2021-2022	
	Total	Federal	Total	Federal	Total	Federal	Total	Federal	Total	Federal	Total	Federal	Total	Federal	Total	Federal
<b>Field of Science &amp; Engineering</b>																
<b>a. Engineering (Total)</b>	32,448	7,921	35,996	8,325	34,572	7,260	38,913	9,379	40,364	10,189	34,495	8,995	33,824	9,721	49,469	11,742
(1) Aeronautical & astronautical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(2) Bioengineering/biomedical engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(3) Chemical	5,161	2,186	6,276	2,417	5,191	1,389	5,306	1,329	7,978	1,716	6,545	1,402	5,887	1,602	8,756	1,394
(4) Civil	10,789	1,807	10,978	2,017	11,541	2,331	11,879	2,691	12,298	2,379	10,772	1,885	10,719	2,350	14,209	3,422
(5) Electrical	2,166	1,314	2,577	1,156	2,580	1,223	2,997	1,320	2,651	1,112	2,195	1,045	2,338	1,217	5,273	1,456
(6) Industrial			446	23	200	66	217	40	452	54	443	189	409	197	1,230	333
(7) Mechanical	5,455	2,093	5,222	1,997	4,105	1,816	4,479	2,257	4,758	2,462	4,159	1,810	4,568	2,194	7,067	2,120
(8) Metallurgical & materials	6,595	197	6,084	118	5,410	0	5,953	49	5,613	17	4,667	0	4,708	34	5,130	87
(9) Other	2,282	324	4,413	597	5,545	435	8,082	1,693	6,614	2,449	5,714	2,664	5,195	2,127	7,804	2,930
<b>b. Physical Sciences (Total)</b>	21,815	11,552	21,641	11,838	18,822	10,974	24,133	12,376	23,944	12,967	22,366	13,295	23,438	13,940	30,600	12,932
(1) Astronomy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(2) Chemistry	7,922	3,778	7,938	3,709	6,711	3,440	9,652	4,119	8,558	4,312	8,252	3,955	10,020	5,423	12,606	4,636
(3) Materials Science			0	0	0	0	0	0	0	0	0	0	0	0	0	0
(4) Physics	13,502	7,723	13,415	8,063	11,847	7,393	14,148	8,197	14,926	8,553	13,851	9,293	12,979	8,305	17,425	8,020
(5) Other	391	51	288	66	264	141	333	60	460	102	263	47	439	212	569	276
<b>c. Environmental Sciences (Total)</b>	33,702	8,595	32,845	7,948	29,440	6,967	31,488	7,956	31,853	7,883	32,283	8,178	28,763	7,740	33,440	10,240
(1) Atmospheric	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(2) Earth sciences	5,295	1,493	5,088	1,378	4,285	1,216	5,386	1,431	5,364	1,536	4,269	1,218	3,597	1,011	5,976	1,389
(3) Oceanography	21,595	5,825	20,557	4,930	18,124	4,476	19,227	4,976	20,412	5,574	20,469	5,188	19,120	5,607	20,358	7,591
(4) Other	6,812	1,277	7,200	1,640	7,031	1,275	6,875	1,549	6,077	773	7,545	1,772	6,046	1,122	7,106	1,260
<b>d. Mathematical Sciences (Total)</b>	1,989	1,430	1,872	1,459	1,887	1,639	1,906	1,714	2,086	1,808	2,415	2,241	1,843	1,656	6,496	1,691
<b>e. Computer Sciences (Total)</b>	3,110	1,541	3,917	1,511	3,459	1,273	3,782	1,437	3,618	1,132	2,618	1,107	3,968	1,327	5,166	1,439
<b>f. Life Sciences (Total)</b>	31,449	13,479	34,265	15,282	31,755	13,589	34,212	13,725	38,030	16,266	35,205	15,008	37,424	17,132	46,853	17,301
(1) Agricultural	895	276	353	199	211	119	235	104	443	17	25,783	9,860	26,386	11,412	27,642	11,881
(2) Biological	26,377	12,961	11,129	7,598	9,509	6,598	9,933	6,009	10,958	7,356	8,310	4,621	10,126	5,486	18,192	5,253
(3) Health Sciences	3,842	53	22,547	7,440	21,960	6,841	23,984	7,566	26,509	8,877	928	527	566	234	670	167
(4) Natural Resources			236	45	75	31	60	46	120	16	184	0	346	0	349	0
(5) Other	335	189	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>g. Psychology (Total)</b>	607	447	960	316	573	142	802	93	1,119	213	902	180	750	159	832	187
<b>h. Social Sciences (Total)</b>	3,589	1,471	3,718	1,264	4,264	1,496	4,296	1,303	3,704	1,157	2,481	828	2,371	1,049	2,787	1,214
(1) Anthropology			0	0	0	0	0	0	0	0	0	0	0	0	0	0
(2) Economics	1,486	734	580	196	934	350	830	10	700	196	487	32	474	9	333	25
(3) Political science	221	0	223	18	201	17	158	6	192	23	83	12	325	17	242	12
(4) Sociology	502	130	1,170	475	1,543	333	1,433	399	1,250	200	560	100	296	218	313	192
(5) Other	1,380	607	1,745	575	1,586	796	1,875	888	1,562	738	1,351	684	1,276	805	1,899	985
<b>i. Other Sciences, not elsewhere classified (Total)</b>	11,969	613	12,154	831	10,097	288	9,735	240	11,380	101	11,116	216	10,831	102	11,070	113

# Louisiana State University and A & M

**Metric IV. The following metrics will identify the effectiveness of campus research to benefit the state's economic development.**

Research Expenditures	2014-2015		2015-2016		2016-2017		2017-2018		2018-2019		2019-2020		2020-2021		2021-2022	
<b>j. Non-S&amp;E Fields</b>	9,066	1,800	6,570	1,600	8,242	856	8,281	1,223	8,184	920	12,735	5,162	10,265	2,785		
(1) Business Management	1,049	36	1,067	14	1,247	31	1,453	6	1,351	0	1,656	0	1,830	0		
(2) Communication	187	4	158	12	428	58	612	222	443	155	984	414	685	149		
(3) Education	2,056	1,438	1,821	1,283	745	422	944	540	480	270	857	542	817	405		
(4) Humanities	1,114	51	544	31	790	92	974	175	717	150	438	121	707	101		
(5) Law	927	0	672	7	691	76	773	45	489	0	867	0	748	0		
(6) Social Work	55	0	27	0	16	7	89	33	114	31	583	468	669	644		
(7) Visual & Performing Arts	1,385	132	99	53	172	25	185	54	61	3	137	29	176	56		
(8) Other	2,293	139	2,182	200	4,562	145	3,251	148	4,529	311	7,213	3,588	4,633	1,430		
<b>k. Total (sum of a through j)</b>	140,678	47,049	156,434	50,574	141,439	45,228	157,509	49,079	164,379	52,939	152,065	50,968	155,947	57,988	196,978	59,644

# Louisiana State University and A & M

## Metric V: Technology Transfer

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Invention Disclosures	56	56	72	61	76	70	71	41
Licenses\Options Executed	7	14	21	16	19	17	16	18
New Patents Filed - Total	20	43	44	54	57	43	43	58
New Patents Filed - First in Family	*	17	16	24	20	10	29	16
US Patents Issued	9	13	15	12	9	21	23	18
Active License Agreements	31	36	59	66	83	89	86	88
Licenses Generating Income	16	22	12	12	21	15	21	19
Total Licensing Income	\$764,290	\$263,934	\$280,672	\$315,275	\$899,957	\$261,745	\$432,585	\$423,148
Start-up Companies Formed	3	1	2	0	4	4	3	4
Legal Fees Expended	\$332,338	\$364,019	\$305,166	\$403,180	\$363,105	\$249,981	\$425,484	\$458,049
Legal Fees Reimbursed	\$15,499	\$5,270	\$240,719	\$13,101	\$17,779	\$40,710	\$44,178	\$60,469
Percent of Expenses Reimbursed	5%	1%	79%	3%	5%	16%	10%	13%
Legal Fees as a % License Income	43%	138%	109%	128%	40%	96%	98%	108%

LEGEND:

\* = 2015-2016 was the first year to track

# Louisiana State University and A&M

**Metric VI. The following metrics will identify the tuition and fee revenues, and, other revenue resources.**

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<b>Total Endowment Value</b> (includes \$22,792,713 at Alumni, \$560,884,665 at LSU Foundation, \$24,011,730 at TAF, & \$17,371,758 at LSU)	\$500,664,717	\$521,815,973	\$546,024,521	\$696,077,402	\$625,060,866
Earned Interest on Endowments	\$17,064,185	\$18,429,804	\$19,971,294	\$27,684,948	\$46,969,554
Dollar amount of the endowment approved each fiscal year and made available for expenditures by the campus	\$17,193,383	\$18,820,090	\$19,775,387	\$28,823,690	\$30,016,754
<b>Total # of Foundations</b>					
Foundations total Assets (\$ Amount)	\$714,990,461	\$1,249,664,699	\$1,248,807,118	\$1,382,849,759	\$1,405,280,095
<a href="#">Click here to go to the Foundations Supplemental Table</a>					
<b>Total # of Board of Regents Support Fund</b>					
Total Value (\$ Amount) of BoR Support Fund <sup>1</sup>	\$243,530,805	\$246,079,712	\$252,954,783	\$306,426,757	\$282,825,919
<a href="#">Click here to go to the BoR Support Funds Supplemental Table</a>					
<b>Total number of affiliated off-campus sites (For example, LSU South Campus)</b>					
Total net revenue generated by affiliated off-campus sites	\$540,203	\$75,305	\$62,685	\$68,465	\$78,130
Total \$ amount contributed back to campus by affiliated off-campus sites	\$540,203	\$75,305	\$62,685	\$68,465	\$78,130
<a href="#">Click here to go to the Affiliated Supplemental Table</a>					
<b>Total Gross Revenue Generated from tuition and fees<sup>2</sup></b>					
Total Gross Revenue From First-Time-Full-Time Freshmen	\$59,249,531	\$77,166,758	\$83,220,585	\$94,503,454	\$103,867,754
Gross Revenue From First-Time-Full-Time Freshmen (In-State Only)	\$39,100,511	\$46,555,679	\$48,223,172	\$49,139,237	\$48,643,006
Gross Revenue From First-Time-Full-Time Freshmen (Out-of-State Only)	\$20,149,020	\$30,611,087	\$34,987,413	\$45,364,217	\$55,224,748
Net Revenue From First-Time-Full-Time Freshmen	\$44,898,733	\$51,739,516	\$55,699,945	\$64,381,068	\$69,258,172
Net Revenue From First-Time-Full-Time Freshmen (In-State Only)	\$31,343,378	\$32,321,262	\$33,206,852	\$36,234,545	\$33,984,116
Net Revenue From First-Time-Full-Time Freshmen (Out-of-State Only)	\$13,555,355	\$19,418,254	\$22,443,093	\$28,146,523	\$35,274,006
<b>Financial Aid</b>					
Total institutional dollars awarded need based aid for entering freshmen class	\$4,915,757	\$9,812,094	\$9,963,097	\$8,313,803	\$8,657,951
Total institutional dollars awarded non-need aid for entering freshmen class	\$14,657,939	\$20,028,469	\$21,451,153	\$27,300,542	\$29,716,061
Total institutional dollars awarded need based aid for entering freshmen class LA residents	\$4,880,911	\$9,723,416	\$9,879,309	\$8,214,832	\$8,493,464
Total institutional dollars awarded non-need based aid for entering freshmen class LA residents	\$5,133,865	\$6,345,009	\$7,203,412	\$6,924,423	\$7,611,690
Total institutional dollars awarded need based aid for entering freshmen class non-residents	\$34,846	\$88,678	\$83,788	\$98,971	\$164,487
Total institutional dollars awarded non-need based aid for entering freshmen class non-residents	\$9,523,974	\$13,683,460	\$14,883,993	\$20,376,119	\$22,104,371
<b>State Appropriation per FTE<sup>3</sup></b>	\$4,003	\$3,968	\$4,031	\$3,580	\$3,587
<b>Net Revenue Generated from auxiliary enterprises (i.e., bookstores, dining services)</b>	\$7,312,924	\$7,584,025	-\$407,607	-\$8,519,233	\$6,182,366

# Louisiana State University and A&M

## **Metric VI. The following metrics will identify the tuition and fee revenues, and, other revenue resources.**

<sup>1</sup> Total assets from LSU Foundation and Alumni Foundation audited consolidated financial statement. The only assets included in these statements that relate to the Tiger Athletic Foundation are the endowed funds the LSU Foundation manages for TAF. TAF's total assets are reported in its own financial statements and are included above beginning with 2018-19. LSU Foundation total assets are included on LSU A&M, Law Center, and LSU Agricultural Center Metric reports.

<sup>2</sup> Total Gross Revenue Generated from Tuition and Fees does not include LSU Online.

<sup>3</sup> State Appropriation per FTE = the Board of Regents Formula Appropriations Per FTE which includes State General Fund and Statutory Dedications.

***2018-19: In 2014, RTF donated the Louisiana Digital Media Center to LSU where EA Sports is housed. LDMC was placed on the books as an LSU asset for FY 19. Because of this EA Sports is no longer operating in an off campus site.***

# Louisiana State University and A&M

**Metric VI. The following metrics will identify the tuition and fee revenues, and, other revenue resources.**

**Definitions:**

**Endowment Value** equals the market value of the endowment as of June 30 of the reporting year.

**FTE-** Full time equivalent

**Payout from Endowment** equal interest earned on endowment.

**Gross Revenue Generated from Student Enrollment FTE** equals revenue gain from student tuitions and fees.

**Net Revenue Generated from Student Enrollment FTE** equals gross revenue from enrollment headcount minus institutional supported financial aid.

**Net Revenue from Auxiliary** equal gross revenue generated from auxiliary enterprises minus debt services and other financial obligations.

# Louisiana State University A&M

## Metric VII. The following metric will identify teaching and research productivity

	Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021
<b>Enrollment in Fall Semester Lecture and Seminar Courses</b>					
Lower Division Undergraduate Courses					
Total Enrollment	72,660	73,610	79,036	86,164	90,104
Number of Sections	1,496	1,575	1,702	1,774	1,880
Average section size	49	47	46	49	48
Upper Division Undergraduate Courses					
Total Enrollment	33,950	33,563	31,992	32,993	33,800
Number of Sections	1,018	1,019	1,046	1,055	1,076
Average section size	33	33	31	31	31
Graduate/Professional Courses					
Total Enrollment	11,370	11,791	12,002	12,121	12,396
Number of Sections	610	627	615	626	623
Average section size	19	19	20	19	20
All Lecture and Seminar Courses					
Total Enrollment	117,980	118,964	122,932	131,278	136,300
Number of Sections	3,124	3,221	3,363	3,455	3,579
Average section size	38	37	37	38	38
<b>Fall Teaching Activity</b>					
Tenure/tenure track (T/TT) FTE faculty assigned to classes	911.26	913.75	921.75	911.75	894.00
Non tenure/tenure track FTE faculty assigned to classes	425.61	437.95	466.50	477.30	507.38
FTE graduate assistants assigned to classes	145.00	147.25	149.63	152.50	147.00
Organized class sections including labs, fall only					
Sections taught by tenure/tenure track faculty	1,844	1,799	1,825	1,824	1,861
Sections taught by non tenure/tenure track faculty	1,602	1,773	1,859	2,115	2,248
Sections taught by graduate assistants	483	520	531	521	539
Average # of class sections taught per FTE T/TT faculty					
Average # of class sections taught per FTE non T/TT faculty	2.02	1.97	1.98	2.00	2.08
Average # of class sections taught per 0.5 FTE graduate assistants	3.76	4.05	3.98	4.43	4.43
Average # of class sections taught per 0.5 FTE graduate assistants	1.67	1.77	1.77	1.71	1.83
% class sections taught by T/TT faculty					
% class sections taught by non T/TT faculty	47%	44%	43%	41%	40%
% class sections taught by non T/TT faculty	41%	43%	44%	47%	48%
% class sections taught by graduate assistants	12%	13%	13%	12%	12%
Student Credit Hours (SCH'S), fall only					
Undergraduate	341,837	346,123	350,663	378,075	395,396
Graduate	34,243	35,115	37,164	44,594	46,780
Total student credit hours	376,080	381,238	387,827	422,669	442,176
Undergraduate SCH'S taught by T/TT faculty	138,379	136,624	134,584	146,438	148,055
Graduate SCH's taught by T/TT faculty	26,890	26,834	28,579	30,062	30,619
Total SCH's taught by T/TT faculty	165,269	163,458	163,163	176,500	178,674
Total SCH's taught by non T/TT faculty	177,042	180,269	189,339	210,591	214,558
Total SCH's taught by graduate assistants	33,768	37,511	35,325	35,577	35,225

# Louisiana State University A&M

## Metric VII. The following metric will identify teaching and research productivity

	Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021
Undergraduate SCH's taught per T/TT FTE faculty	152	150	146	161	166
Graduate sch's taught per T/TT FTE faculty	30	29	31	33	34
Total sch's taught per T/TT FTE faculty	181	179	177	194	200
Total sch's taught per non T/TT FTE faculty	416	412	406	441	423
Total sch's taught per 0.5 FTE graduate assistants	116	127	118	117	120
% sch's taught by T/TT faculty	44	43	42	42	42
% sch's taught by non T/TT faculty	47	47	49	50	50
% sch's taught by graduate assistants	9	10	9	8	8
<b>Annual Instruction and Research Ratios</b>					
Annual student credit hours (sch's), fall & spring					
Undergraduate	651,003	657,818	671,111	722,298	753,017
Graduate	109,562	113,311	115,552	135,067	134,346
Total	760,565	771,129	786,663	857,365	887,363
Annual FTE students	26,265	26,649	27,185	29,704	30,698
Direct unrestricted instructional expenditures	193,782,053	197,291,086	199,893,294	197,977,528	202,169,712
Direct unrestricted instructional expenditures per SCH	255	256	254	231	228
Direct unrestricted instructional expenditures per FTE student	7,378	7,403	7,353	6,665	6,586
Personnel costs as % of direct unrestricted instructional expenditures	93	94	95	96	95
Total FTE faculty (instruction, research, public service)	1452.00	1468.00	1487.00	1495.00	1506.00
Total T/TT FTE faculty (instruction, research, public service)	1012.00	995.00	1002.00	991.00	971.00
Tenure/Tenure Track FTE faculty as % of total FTE faculty	69.7%	67.8%	67.4%	66.3%	64.5%
Research expenditures	160,250,000	167,299,000	157,753,000	155,947,000	158,959,000
Research expenditures per T/TT FTE faculty	\$158,350	\$168,140	\$157,438	\$157,363	\$163,706

\*Note: Beginning in Fall 2016 LSU data source has changed to Workday. Due to reporting from a different platform, some methodologies have been revised. Law Center faculty and class sections are also included beginning this year.



**Metric VII. The following metric will identify teaching and research productivity**

	Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021
<b>Definitions.</b>					
<b>Enrollment in Fall Semester Lecture and Seminar Courses</b>					
Total enrollment, number of sections offered, and average section size are reported by course level for fall semester lecture and seminar classes. Courses offered through Academic Programs Abroad and Continuing Education are excluded. Source: fall semester 14 <sup>th</sup> class day course file.					
Lower Division Undergraduate Courses: Courses typically associated with the first and second years of college study; courses numbered 0001 through 2999.					
Upper Division Undergraduate Courses: Courses typically associated with the third and fourth years of college study; courses numbered 3000 through 4999.					
Graduate/Professional Courses: Courses typically associated with first professional or post-baccalaureate study; courses numbered 5000 through 9999.					
<b>Fall Teaching Activity</b>					
Full Time Equivalent (FTE) faculty: Faculty appointed at 100% effort are 1 FTE. Faculty appointed at 50% effort are 0.5 FTE.					
Full Time Equivalent (FTE) graduate assistants: Typical appointment for a graduate assistant is 50% effort or 0.5 FTE.					
Full Time Equivalent (FTE) faculty assigned to classes include (1) faculty who are tenured or on tenure track appointment, (2) faculty on annual appointment, and (3) graduate assistants. Only classes taught as part of the normal salary (on load) are included. Only unrestricted instruction, research, and public service funds are used in calculation of FTE. Source: fall semester faculty assignment file.					
Organized class sections: Regularly scheduled classes meeting in classroom or similar facilities at stated times; lecture, laboratory, and seminar instruction; excludes independent study classes. Source: fall semester faculty assignment file.					
Student credit hour (SCH): Course credit value multiplied by course enrollment.					
<b>Annual Instruction and Research Ratios</b>					
Annual student credit hours: Fall and spring student credit hours reported by level of student (undergraduate or graduate). Source: fall and spring 14 <sup>th</sup> class day course files.					
Annual full time equivalent (FTE) student is equivalent to the sum of undergraduate fall and spring student credit hours divided by 30 plus the sum of graduate fall and spring student credit hours divided by 24.					
Direct unrestricted instructional expenditures: Instructional funds expended by academic units (those offering degrees and/or courses.) Source: Analysis of Current Unrestricted Fund Expenditures (C-2A), Supplement to the Financial Report.					
Personnel costs: Salaries, wages, and related benefits reported on Analysis of Current Unrestricted Fund Expenditures (C-2A), Supplement to the Financial Report.					
Total FTE faculty: All faculty ranks charged to instruction, research, and public service funds regardless of source. Includes both faculty assigned to classes and those who are not. Source: October 31 census payroll file.					
Total FTE tenure/tenure track faculty: Faculty described above who are tenured or on tenure track appointments.					
Research expenditures: Grand total research and development expenditures from both science and engineering (S&E) and non-S&E fields. Source: National Science Foundation (NSF) Survey of Research and Development Expenditures at Universities and Colleges.					

# Louisiana State University A&M

**Table I: Affiliated Off-Campus Sites**

LSU Campus	Name of Affiliated Off- Campus Site	Gross Revenue Generated by Affiliate Campus	Net Revenue Generated by Affiliated Campus	\$ Amount Contributed Back to Campus by Affiliated Off-Site Campus
LSU A&M	EA Sports -- South Campus*			
	2014-15	\$465,000	\$465,000	\$465,000
	2015-16	\$465,000	\$465,000	\$465,000
	2016-17	\$465,000	\$465,000	\$465,000
	2017-18	\$465,000	\$465,000	\$465,000
	2018-19	n/a	n/a	n/a
	2019-20	n/a	n/a	n/a
	2020-21	n/a	n/a	n/a
LSU A&M	Tsunami Sushi -- Shaw Center			
	2014-15	\$78,850	\$70,965	\$70,965
	2015-16	\$83,365	\$75,028	\$75,028
	2016-17	\$81,921	\$73,729	\$73,729
	2017-18	\$83,559	\$75,203	\$75,203
	2018-19	\$83,673	\$75,305	\$75,305
	2019-20	\$69,650	\$62,685	\$62,685
	2020-21	\$76,249	\$68,465	\$68,465
	2021-22	\$88,611	\$78,130	\$78,130

\*Rental income per contract with Department of Economic Development.

**2018-19:** In 2014, RTF donated the Louisiana Digital Media Center to LSU where EA Sports is housed. LDMC was placed on the books as an LSU asset for FY 19. Because of this EA Sports is no longer operating in an off campus site.

**Table II: Board of Regent Support Funds**

LSU Campus	Name of Support Fund	Year	Market Value (\$ Amount)
LSU A&M	Endowed Chairs/Professorship Programs*		
		2014-15	\$210,884,877
		2015-16	\$207,176,712
		2016-17	\$235,243,394
		2017-18	\$243,530,805
		2018-19	\$246,079,712
		2019-20	\$252,954,783
		2020-21	\$306,426,757
		2021-22	\$282,825,919

\*Market value of combined private and state program assets managed by LSU Foundation for Endowed Chairs/Professorship Programs.

**Table III: Summary of Campus Foundations**

LSU Campus	Foundation		
LSU A&M	Alumni Association		
		2014-15	\$36,915,148
		2015-16	\$34,862,610
		2016-17	\$36,158,786
		2017-18	\$35,908,027
		2018-19	\$40,672,328
		2019-20	\$45,672,568
		2020-21	\$42,485,931
		2021-22	\$43,321,408
LSU A&M	LSU Foundation, including Tiger Athletic Found*		
		2014-15	\$626,559,261
		2015-16	\$616,530,791
		2016-17	\$654,507,276
		2017-18	\$679,082,434
		2018-19	\$1,208,992,371
		2019-20	\$1,203,134,550
		2020-21	\$1,340,363,828
		2021-22	\$1,361,958,687

\*Total assets from LSU Foundation's audited consolidated financial statement. The only assets included in these statements that relate to the Tiger Athletic Foundation are the endowed funds the LSU Foundation manages for TAF. TAF's total assets are reported in its own financial statements. Total assets reported for LSU A&M are reported as well in Law Center and LSU Agricultural Center Metric V; TAF included beginning 2018-19

# LOUISIANA STATE UNIVERSITY

## NATIONAL BENCHMARK REPORT

Institution Name	Total Six-Year Graduation Rate 2015 Cohort	Total Research Expenditures 2020-21	Total Degrees Awarded 2020-21	Percent Graduate Student Headcount of Total Headcount Fall 2021	Graduation Rate Cohort As a % of New Degree-Seeking Undergraduates Fall 2021
<b>Louisiana State University</b>	<b>69%</b>	<b>\$230,629,728</b>	<b>6,871</b>	<b>18%</b>	<b>70%</b>
Auburn University	81%	\$238,033,142	7,921	21%	81%
Clemson University	85%	\$224,080,901	7,516	21%	75%
Colorado State University-Fort Collins	69%	\$268,054,190	7,580	23%	72%
Iowa State University	76%	\$182,082,947	8,190	16%	78%
Kansas State University	68%	\$196,069,043	5,778	23%	69%
Mississippi State University	60%	\$168,599,322	5,633	20%	62%
North Carolina State University at Raleigh	84%	\$353,323,032	10,633	28%	69%
Oklahoma State University-Main Campus	66%	\$147,259,416	6,403	18%	70%
Purdue University-Main Campus	83%	\$336,384,043	12,360	25%	91%
Texas A & M University-College Station	83%	\$952,518,954	19,646	22%	78%
The University of Tennessee-Knoxville	72%	\$278,666,249	7,525	21%	80%
University of Arkansas	70%	\$168,671,034	7,221	17%	77%
University of Georgia	88%	\$469,771,944	12,598	25%	76%
University of Illinois at Urbana-Champaign	85%	\$706,992,330	14,442	39%	81%
University of Maryland-College Park	88%	\$509,027,980	11,699	25%	74%
University of Nebraska-Lincoln	66%	\$220,222,881	5,869	20%	86%
Virginia Polytechnic Institute and State University	87%	\$381,019,551	9,887	20%	88%
Average-Excluding LSU	77%	\$341,222,174	9,465	22%	77%

Source: IPEDS Data Center Provisional Release Data as of January 24, 2023.

Note: LSU values include LSU Ag. Center, Hebert Law Center, and Pennington Biomedical Research Center as published by IPEDS.

Percent Graduate Enrolled Includes First-Professional

Degrees Awarded Include Certificates

**Louisiana State University  
Agricultural Center  
Metric Data**



**April 21, 2023**



# Louisiana State University Agricultural Center Executive Summary

The data provided in this report cover the reporting period FY 21-22. Immediately prior to this the COVID-19 pandemic was in full swing and the AgCenter had transitioned the majority of its non-credit educational programs statewide to virtual platforms. This included programs targeting producers, 4-H youth development initiatives, stakeholder training and educational opportunities through our extension network. In FY 22 we began returning to in-person activities with our 4-H program, but were still conducting a number of our events virtually. Our summer 4-H camp (Grant Walker) transitioned back to in-person after repairing extensive damage from flooding and multiple hurricanes, but with reduced numbers of participants. Additionally, 4-H University was held on the campus as well this year. Many extension activities were being held in hybrid formats with both in-person and virtual commodity field-days used as a vehicle to update producers and industry stakeholders on the latest agricultural technology and research information. Our community nutrition and outreach programs have also transitioned to hybrid format programming.

This period also witnessed turnover in the AgCenter leadership. While not materially affecting outcomes reported here, the transitional period continues and the stage is being set for a new era of innovation and impact for the AgCenter. To this end, the AgCenter remains committed to the following continued priorities to further enhance and grow the enterprise:

- Growing the science and engineering innovation research program and significantly expanding capacity in order to bolster the state agricultural industry.
- Grow our cooperative extension presence across the state, both in-person and virtually.
- Continued refinement of the commodity-based staffing plan for agricultural agents and development of supportive training strategies and web-based material.
- Examining 4-H programs to effectively increase the overall program offerings and participation with an expanded use of technology for remote learning opportunities.
- More fully leveraging the potential of the experiment stations.
- Growing federal research funding.
- Building out a comprehensive industry partner program to elevate research, extension, teaching and workforce development.

Among the AgCenter's details in the attached are:

- The LSU AgCenter continues to be a national leader in the area of technology transfer.
- The AgCenter remains a major research force, and there are tremendous opportunities to grow the federal research portfolio.
- The Louisiana 4-H youth development program has been impacted by the pandemic. FY 22 was the beginning of a rebuilding of the program. Louisiana was harder hit than many states because it is largely school-based and many superintendents/school districts closed programming in the schools. The reduced number of 4-H agents also directly impacts the number of youth who can be reached and the variety of programs that can be offered. The AgCenter continues its commitment to a parish based 4-H model.
- With appropriate resourcing, the AgCenter can be a national leader in key areas and drive the state to national prominence.

## **LSU AgCenter MISSION:**

The overall mission of the LSU Agricultural Center is to enhance the quality of life for people through research and educational programs that develop the best use of natural resources, conserve and protect the environment, enhance development of existing and new agricultural and related enterprises, develop human and community resources, and fulfill the acts of authorization and mandates of state and federal legislative bodies.



# LSU AgCenter

## Metrics at a Glance


2021-2022


Legend:

	Statistic	
High	X	Y
Low	Z	%


Most Recent Available  
% Change from Previous Period


Increase from Previous Year 


No change 


Decrease from Previous Year 


### Metric IV Research Expenditures


Total Research (in thousands)	
87,703	87,703
75,481	 4.3%

Number of all research publications	
733	368
368	 -28.0%


Dollar amount of grants and contracts awards received	
31,271,224	31,271,224
24,186,753	 6.6%


Dollar amount of restricted expenditures	
49,511,168	39,887,825
39,887,825	 -4.0%


Number of 4-H volunteer leaders	
8,831	7,450
5,661	 31.6%


Number of 4-H participants in community service activities	
49,737	22,181
15,595	 42.2%


### Metric V Technology Transfer


Invention Disclosures	
54	45
14	 55.2%

Licenses\Options Executed	
18	3
3	 -78.6%


New Patents Filed - Total	
38	13
4	 8.3%


Active License Agreements	
79	70
58	 -4.1%


Licenses Generating Income	
79	69
34	 76.9%

Total Licensing Income	
10,620,789	5,467,326
5,467,326	 -25.9%

### Metric VI Revenues

Market Value of Endowment	
27,154,634	24,951,861
17,624,854	 15.5%

Earned Interest on Endowments	
850,606	850,606
623,883	 23.1%

Market Value (\$ Amount) of BoR Support Fund (Chairs & Professorships)	
12,753,548	12,753,548
9,924,666	 28.5%

**LSU AgCenter**

**Metric IV. The following metrics will identify the effectiveness of campus research and technology transfer to benefit the state's economic development.**

Field of Science & Engineering	FY 2018		FY 2019		FY 2020		FY 2021		FY 2022	
	Total	Federal	Total	Federal	Total	Federal	Total	Federal	Total	Federal
<b>a. Engineering (Total)</b>	3,843	1,848	4,041	1,398	4,119	227	5,280	1,293	4,529	507
(1) Aeronautical & astronautical	0	0	0	0	0	0	0	0	0	0
(2) Bioengineering/biomedical engineering	0	0	0	0	0	0	0	0	0	0
(3) Chemical	0	0	0	0	0	0	0	0	0	0
(4) Civil	0	0	0	0	0	0	0	0	90	0
(5) Electrical	0	0	0	0	0	0	0	0	0	0
(6) Mechanical	0	0	0	0	0	0	0	0	0	0
(7) Metallurgical & materials	0	0	0	0	0	0	0	0	0	0
(8) Other	3,843	1,848	4,041	1,398	4,119	227	5,280	1,293	4,439	507
<b>b. Physical Sciences (Total)</b>	0	0	0	0	0	0	0	0	0	0
(1) Astronomy	0	0	0	0	0	0	0	0	0	0
(2) Chemistry	0	0	0	0	0	0	0	0	0	0
(3) Physics	0	0	0	0	0	0	0	0	0	0
(4) Other	0	0	0	0	0	0	0	0	0	0
<b>c. Environmental Sciences (Total)</b>	0	0	0	0	0	0	0	0	0	0
(1) Atmospheric	0	0	0	0	0	0	0	0	0	0
(2) Earth sciences	0	0	0	0	0	0	0	0	0	0
(3) Oceanography	0	0	0	0	0	0	0	0	0	0
(4) Other	0	0	0	0	0	0	0	0	0	0
<b>d. Mathematical Sciences (Total)</b>	240	0	333	0	285	0	234	0	224	0
<b>e. Computer Sciences (Total)</b>	0	0	0	0	1,490	1,046	0	0	0	0
<b>f. Life Sciences (Total)</b>	70,989	10,311	70,829	11,320	78,297	9,933	76,000	10,577	80,093	12,379
(1) Agricultural	59,196	6,705	59,097	7,764	62,590	6,122	61,832	6,773	64,005	7,259
(2) Biological	5,163	1,187	5,149	1,361	6,436	1,293	5,205	828	6,653	1,797
(3) Medical	0	0	0	0	0	0	0	0	0	0
(4) Natural Resources	6,630	2,419	6,583	2,195	9,271	2,518	8,963	2,976	9,435	3,323
(4) Other	0	0	0	0	0	0	0	0	0	0
<b>g. Psychology (Total)</b>	0	0	0	0	0	0	0	0	0	0
<b>h. Social Sciences (Total)</b>	0	0	0	0	2,406	443	2,166	314	1,964	54
(1) Economics	0	0	0	0	2,406	443	2,166	314	1,964	54
(2) Political science	0	0	0	0	0	0	0	0	0	0
(3) Sociology	0	0	0	0	0	0	0	0	0	0
(4) Other	0	0	0	0	0	0	0	0	0	0
<b>i. Other Sciences, not elsewhere classified (Total)</b>	409	0	1,013	0	716	0	431	31	893	9
<b>j. Total (sum of a through i)</b>	<b>75,481</b>	<b>12,159</b>	<b>76,216</b>	<b>12,718</b>	<b>87,313</b>	<b>11,649</b>	<b>84,111</b>	<b>12,215</b>	<b>87,703</b>	<b>12,949</b>

**LSU AgCenter**

**Metric IV. The following metrics will identify the effectiveness of campus research and technology transfer to benefit the state's economic development.**

<b>Enhance the Competitiveness and Sustainability of Louisiana's Food, Fiber, and Natural Resource Based Industries</b>					
	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Average adoption rate of recommended best management practices	62.4%	67.2%	86.2%	92.3%	69.5%
Number of research projects	167	184	153	162	193
Number of all research publications	733	629	727	511	368
Number of refereed research publications only	385	332	362	301	264
Number of new and revised numbered extension publications	184	250	193	245	394

<b>Support Increased Economic Opportunities and Improve Quality of Stakeholder's Life</b>					
Dollar amount of grants and contracts awards received	24,186,753	24,706,605	28,950,671	29,344,870	31,271,224
Dollar amount of restricted expenditures	46,337,337	49,511,168	41,461,510	41,557,551	39,887,825
Number of educational programs - agriculture and natural resources programs	2,465	1,841	2,024	1,444	3,982
- nutrition and health programs	9,052	8,185	5,148	3,818	4,337
Number of educational contacts - agriculture and natural resources programs	731,210	619,400	815,444	521,531	455,619
- nutrition and health programs	262,063	232,987	149,782	78,043	87,784
Number of web-based contacts - number of web pages viewed	55,334,937	66,196,193	42,921,687	42,629,203	37,230,525

<b>Build Leaders and Good Citizens through 4-H Youth Development</b>					
Number of 4-H members and participants	178,801	188,302	115,440	45,841	107,810
Number of 4-H volunteer leaders	8,831	8,751	7,745	5,661	7,450
Number of 4-H participants in community service activities	46,628	43,005	49,737	15,595	22,181

# LSU AgCenter

## Metric V: Technology Transfer

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Invention Disclosures	34	54	29	44	34	29	14	45
Licenses\Options Executed	9	8	5	10	11	14	4	3
New Patents Filed - Total	4	17	37	14	38	12	20	13
New Patents Filed - First in Family	*	4	11	6	13	3	6	1
US Patents Issued	6	6	6	2	7	4	14	5
Active License Agreements	64	70	65	72	69	73	69	70
Licenses Generating Income	44	64	34	44	47	39	42	69
Total Licensing Income	\$9,757,484	\$7,301,731	\$7,996,886	\$7,286,800	\$8,107,006	\$7,382,230	\$8,551,762	\$5,467,326
Start-up Companies Formed	2	0	0	0	1	0	0	
Legal Fees Expended	\$276,698	\$388,560	\$356,695	\$431,316	\$385,764	\$257,604	\$216,950	\$179,064
Legal Fees Reimbursed	\$97,776	\$75,697	\$30,714	Not reported	\$6,100	\$4,935	\$64,382	\$21,053
Percent of Expenses Reimbursed	35%	19%	9%	N/A	2%	2%	30%	12%
Legal Fees as a % License Income	3%	5%	4%	6%	5%	3%	3%	3%

LEGEND:

\* = 2015-2016 was the first year to track

# LSU AgCenter

**Metric VI. The following metrics will identify the tuition and fee revenues, and, other revenue resources.**

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<b>Total Endowment Value (Total at LSU Foundation)</b>	\$17,624,854	\$19,800,393	\$21,603,831	\$27,154,634	\$24,951,861
Earned Interest on Endowments	\$623,883	\$667,027	\$691,188	\$785,881	\$850,606
<b>Total # of Foundations</b>	2	2	2	2	2
Foundations total Assets (\$ Amount) <sup>1</sup>	\$680,241,284	\$683,878,629	\$699,191,717	\$848,458,699	\$865,332,918
<a href="#">Click here to go to the Foundations Supplemental Table</a>					
<b>Total # of Board of Regents Support Funds</b>	45	45	45	47	52
Total Value (\$ Amount) of BoR Support Fund	\$9,960,373	\$10,088,082	\$9,924,666	\$12,011,040	\$12,753,548
<a href="#">Click here to go to the BoR Support Funds Supplemental Table</a>					

<sup>1</sup> Total assets from LSU Foundation audited consolidated financial statement and Louisiana 4-H Foundation. The only assets included in these statements that relate to the Tiger Athletic Foundation are the endowed funds the LSU Foundation manages for TAF. TAF's total assets are reported in its own financial statements. LSU Foundation total assets are included on LSU A&M, Law Center, and LSU Agricultural Center Metric reports

**Endowment Value** equals the market value of the endowment as of June 30 of the reporting year.

**FTE-** Full time equivalent

**Payout from Endowment** equals interest earned on endowment.

**Gross Revenue Generated from Student Enrollment FTE** equals revenue gain from student tuitions and fees.

**Net Revenue Generated from Student Enrollment FTE** equals gross revenue from enrollment headcount minus institutional supported financial aid.

**Net Revenue from Auxiliary** equal gross revenue generated from auxiliary enterprises minus debt services and other financial obligations.

**Table I: Affiliated Off-Campus Sites**

LSU Campus	Name of Affiliated Off- Campus Site	Gross Revenue Generated by Affiliate Campus	Net Revenue Generated by Affiliated Campus	\$ Amount Contributed Back to Campus by Affiliated Off-Site Campus

**Table II: Board of Regent Support Funds**

LSU Campus	Name of Support Fund	Endowment		
AgCenter	Matched Chairs (3)/Professorships (42)	12,753,548		

**Table III: Summary of Campus Foundations**

LSU Campus	Foundation	Total Assets <i>(\$ Amount)</i>		
AgCenter	LSU Foundation	863,938,930		
AgCenter	Louisiana 4-H Foundation	1,393,988		

**Louisiana State University Alexandria  
Metric Data**



**April 21, 2023**



# Louisiana State University Alexandria

## Executive Summary

### **Metric 1 - Degrees Conferred**

Overall graduations were up 24%. Associates grads were up 10%. Bachelors grads were up 28%

### **Metric 2 - Enrollment Trends**

Enrollment was up 9.2% and we broke 4000 fall enrollments for the first time in school history.

### **Metric 3 - Retention and Graduation Rates**

First to second year retention was up to 64.1%.

### **Metric 5 - Tuition & Fees**

Our revenues were up due to increases in enrollment.

### **Metric 6 - Research**

Research expenditures were up 12%. More instructors are making research a part of our learning experience.

### **Foundations**

**The LSUA Foundation** began the year valued at \$42,388,033.00 and ended at \$43,725,592. 00

### **Benchmarks**

Our full time 2nd year retention increased compared to our benchmarks. The graduation rate increased compared to our benchmarks. Our state appropriation is 8% which is near the bottom of our peer group.

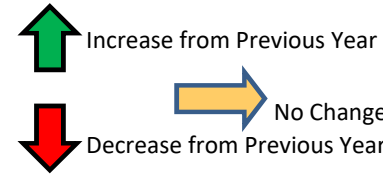
## **LSUA MISSION:**

As the only state-supported undergraduate university in Louisiana, LSUA's mission is to provide a broad spectrum of affordable undergraduate degrees in a robust academic environment that challenges students to excel and creates proactive and reciprocal relationships that meet the needs of the diverse student body and community that it serves.

# Louisiana State University Alexandria

## Metrics at a Glance

2021-2022



Legend:

Statistic		Current	% Change from Previous Period
High	Y		
Low	Z		

Metric I Degrees Awarded	Metric II Enrollment	Metric III Student Success	Metric V Restricted Revenue	Metric VI Instruction Productivity																				
<b>Associates</b> <table border="1"> <tr><td>139</td><td>139</td></tr> <tr><td>125</td><td>↑ 10.3%</td></tr> </table>	139	139	125	↑ 10.3%	<b>14th Day Enrollment for First Time Degree Seeking Freshmen</b> <table border="1"> <tr><td>467</td><td>405</td></tr> <tr><td>405</td><td>↓ -1.2%</td></tr> </table>	467	405	405	↓ -1.2%	<b>Average ACT Score</b> <table border="1"> <tr><td>21.4</td><td>19.2</td></tr> <tr><td>19.2</td><td>↓ -6.3%</td></tr> </table>	21.4	19.2	19.2	↓ -6.3%	<b>Market Value of Endowment</b> <table border="1"> <tr><td>18,418,022</td><td>16,401,880</td></tr> <tr><td>14,860,428</td><td>↓ -10.9%</td></tr> </table>	18,418,022	16,401,880	14,860,428	↓ -10.9%	<b>SCH Enrollment in Fall Semester Lecture and Seminar Courses</b> <table border="1"> <tr><td>13,032</td><td>13,032</td></tr> <tr><td>11,340</td><td>↑ 5.8%</td></tr> </table>	13,032	13,032	11,340	↑ 5.8%
139	139																							
125	↑ 10.3%																							
467	405																							
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18,418,022	16,401,880																							
14,860,428	↓ -10.9%																							
13,032	13,032																							
11,340	↑ 5.8%																							
<b>Bachelors</b> <table border="1"> <tr><td>593</td><td>593</td></tr> <tr><td>389</td><td>↑ 28.1%</td></tr> </table>	593	593	389	↑ 28.1%	<b>14th Day Degree Seeking New Transfer Student Enrollment</b> <table border="1"> <tr><td>646</td><td>646</td></tr> <tr><td>281</td><td>↑ 27.4%</td></tr> </table>	646	646	281	↑ 27.4%	<b>Second Year Retention</b> <table border="1"> <tr><td>64.1%</td><td>64.1%</td></tr> <tr><td>55.7%</td><td>↑ 11.3%</td></tr> </table>	64.1%	64.1%	55.7%	↑ 11.3%	<b>Total Gross Revenue From First-Time-Full-Time Freshmen</b> <table border="1"> <tr><td>2,737,337</td><td>2,518,014</td></tr> <tr><td>2,492,518</td><td>↑ 1.0%</td></tr> </table>	2,737,337	2,518,014	2,492,518	↑ 1.0%	<b>Tenure/tenure track (T/TT) FTE faculty assigned to classes</b> <table border="1"> <tr><td>76</td><td>75</td></tr> <tr><td>67</td><td>↑ 2.7%</td></tr> </table>	76	75	67	↑ 2.7%
593	593																							
389	↑ 28.1%																							
646	646																							
281	↑ 27.4%																							
64.1%	64.1%																							
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2,737,337	2,518,014																							
2,492,518	↑ 1.0%																							
76	75																							
67	↑ 2.7%																							
<b>Grand Total Number of Degrees Awarded</b> <table border="1"> <tr><td>737</td><td>737</td></tr> <tr><td>521</td><td>↑ 24.3%</td></tr> </table>	737	737	521	↑ 24.3%	<b>Total Undergraduate Headcount as of 14th Class Day</b> <table border="1"> <tr><td>4,115</td><td>4,115</td></tr> <tr><td>3,163</td><td>↑ 9.2%</td></tr> </table>	4,115	4,115	3,163	↑ 9.2%	<b>Third Year Retention</b> <table border="1"> <tr><td>50.6%</td><td>38.2%</td></tr> <tr><td>37.1%</td><td>↓ -3.5%</td></tr> </table>	50.6%	38.2%	37.1%	↓ -3.5%	<b>Net Revenue From First-Time-Full-Time Freshmen</b> <table border="1"> <tr><td>2,640,220</td><td>2,430,003</td></tr> <tr><td>2,339,825</td><td>↑ 3.9%</td></tr> </table>	2,640,220	2,430,003	2,339,825	↑ 3.9%	<b>Total SCH's taught per FTE T/TT faculty</b> <table border="1"> <tr><td>363</td><td>363</td></tr> <tr><td>255</td><td>↑ 1.6%</td></tr> </table>	363	363	255	↑ 1.6%
737	737																							
521	↑ 24.3%																							
4,115	4,115																							
3,163	↑ 9.2%																							
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2,640,220	2,430,003																							
2,339,825	↑ 3.9%																							
363	363																							
255	↑ 1.6%																							
<b>Total degrees awarded in STEM</b> <table border="1"> <tr><td>38</td><td>38</td></tr> <tr><td>18</td><td>↑ 72.7%</td></tr> </table>	38	38	18	↑ 72.7%	<b>Total number of High School Dual Enrollments</b> <table border="1"> <tr><td>648</td><td>648</td></tr> <tr><td>461</td><td>↑ 13.7%</td></tr> </table>	648	648	461	↑ 13.7%	<b>Six Year Graduation Rate</b> <table border="1"> <tr><td>30.6%</td><td>0.0%</td></tr> <tr><td>30.4%</td><td>↓ -100.0%</td></tr> </table>	30.6%	0.0%	30.4%	↓ -100.0%	<b>State Appropriation per FTE</b> <table border="1"> <tr><td>2,092</td><td>2,092</td></tr> <tr><td>1,017</td><td>↑ 105.7%</td></tr> </table>	2,092	2,092	1,017	↑ 105.7%	<b>Total SCH's taught per FTE non T/TT faculty</b> <table border="1"> <tr><td>233</td><td>178</td></tr> <tr><td>143</td><td>↑ 7.5%</td></tr> </table>	233	178	143	↑ 7.5%
38	38																							
18	↑ 72.7%																							
648	648																							
461	↑ 13.7%																							
30.6%	0.0%																							
30.4%	↓ -100.0%																							
2,092	2,092																							
1,017	↑ 105.7%																							
233	178																							
143	↑ 7.5%																							
<b>Total number of degrees awarded in Nursing</b> <table border="1"> <tr><td>186</td><td>142</td></tr> <tr><td>119</td><td>↓ -11.8%</td></tr> </table>	186	142	119	↓ -11.8%	<b>Total number of students enrolled who received TOPS</b> <table border="1"> <tr><td>637</td><td>594</td></tr> <tr><td>573</td><td>↓ -6.8%</td></tr> </table>	637	594	573	↓ -6.8%	<b># of students passing licensure exams (Nurses)</b> <table border="1"> <tr><td>161</td><td>142</td></tr> <tr><td>39</td><td>↓ -11.8%</td></tr> </table>	161	142	39	↓ -11.8%	<b>Net Revenue Generated from auxiliary enterprises</b> <table border="1"> <tr><td>442,734</td><td>318,705</td></tr> <tr><td>-291,806</td><td>↓ -19.2%</td></tr> </table>	442,734	318,705	-291,806	↓ -19.2%	<b>% SCH's taught by T/TT faculty</b> <table border="1"> <tr><td>61.9%</td><td>61.9%</td></tr> <tr><td>50.1%</td><td>↑ 2.2%</td></tr> </table>	61.9%	61.9%	50.1%	↑ 2.2%
186	142																							
119	↓ -11.8%																							
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442,734	318,705																							
-291,806	↓ -19.2%																							
61.9%	61.9%																							
50.1%	↑ 2.2%																							
<b>Total number of degrees awarded in Allied Health</b> <table border="1"> <tr><td>63</td><td>34</td></tr> <tr><td>32</td><td>↑ 6.3%</td></tr> </table>	63	34	32	↑ 6.3%	<b>Total number of student enrolled in STEM</b> <table border="1"> <tr><td>458</td><td>458</td></tr> <tr><td>274</td><td>↑ 15.1%</td></tr> </table>	458	458	274	↑ 15.1%	<b># of students passing licensure exams (BS in Elementary Education)</b> <table border="1"> <tr><td>19</td><td>14</td></tr> <tr><td>13</td><td>↓ -26.3%</td></tr> </table>	19	14	13	↓ -26.3%		<b>Direct unrestricted instructional expenditures per FTE student</b> <table border="1"> <tr><td>4,811</td><td>4,250</td></tr> <tr><td>3,741</td><td>↑ 13.6%</td></tr> </table>	4,811	4,250	3,741	↑ 13.6%				
63	34																							
32	↑ 6.3%																							
458	458																							
274	↑ 15.1%																							
19	14																							
13	↓ -26.3%																							
4,811	4,250																							
3,741	↑ 13.6%																							

# Louisiana State University Alexandria

**Metric I. The following metrics will identify the the number of degrees conferred by level and professions most important to Louisiana.**

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<b>Campus total number of degrees awarded/conferred</b>					
Associates	125	131	125	126	139
Certificates	7	8	4	4	5
Bachelors	389	546	463	463	593
<b>Grand Total Number of Degrees Awarded</b>	<b>521</b>	<b>685</b>	<b>592</b>	<b>593</b>	<b>737</b>
<b>Total number of degrees awarded by race/ethnicity</b>					
Hispanic	22	21	10	7	7
American Indian or Alaskan Native	32	44	45	62	65
Asian	8	12	5	9	17
Black, Non-Hispanic	66	119	75	95	121
Native Hawaiian or Other Pacific Islander	0	0	0	0	0
White, Non-Hispanic	366	439	418	387	504
Two or More Races	20	21	10	12	7
Nonresident Alien	0	0	22	9	13
Race/Ethnicity Unknown	7	29	7	12	3
<b>Total degrees awarded</b>					
Total degrees awarded in <b>STEM</b>	18	28	34	22	38
Total number of degrees awarded in <b>Allied Health</b>	33	63	42	32	34
Total number of degrees awarded in <b>Nursing</b>	119	186	144	161	142
<b>Total Teacher Education completions (Note BOR Teacher Education Initiatives)</b>					
Total Completed (Regular Program)	26	29	23	37	36
Number Passed (Regular Program)	26	29	23	37	36
Percentage Passed (Regular Program)	100%	100%	100%	100%	100%
Total Completed (Alternate Program)	7	8	7	6	2
Number Passed (Alternate Program)	7	8	7	6	2
Percentage Passed (Alternate Program)	100%	100%	100%	100%	100%
Total Completed (Secondary Ed Minor)	0	0	0	0	0
Number Passed (Secondary Ed Minor)	0	0	0	0	0
Percentage Passed (Secondary Ed Minor)	0%	0%	0%	0%	0%

# Louisiana State University Alexandria

**Metric I. The following metrics will identify the the number of degrees conferred by level and professions most important to Louisiana.**

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*List of STEM/SMART CIP code/s: The following list of CIP codes is to serve as a guide but it is not intended to be inclusive of all possibilities. We recognize that some campuses have degree programs centered in schools or colleges that might dictate a different CIP code. The campus should make the appropriate adjustment. In addition, the CIP codes used by the campus should correlate to the Board of Regents. If there is a discrepancy and the campus applies the IPEDS CIP code, then the campus should identify this with a footnote.*

11	2901
14	3001
15	3006
26	3008
27	3010
40	3016
0109	3018
0110	3019
0111	3024
0112	3025
0301	4101
0303	4102
0305	4103
0306	4199
	4211

## ***Nursing CIP Code/s***

Nursing

## ***Allied Health CIP Code/s***

Allied Health Elder Care Administration

Allied Health and Medical Assisting Services

Allied Health Diagnostic, Intervention, and Treatment Professions

Allied Health Medical Laboratory Science

# Louisiana State University Alexandria

Metric II. The following metrics will provide the campus enrollment trends.

Enrollment Headcount as of 14th Class Day	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
<b>Undergraduate</b>					
14th Day Enrollment for First Time Degree Seeking Freshmen	461	467	462	410	405
14th Day Degree Seeking New Transfer Student Enrollment	281	336	449	507	646
14th Day Degree Seeking Re-Admit Enrollment	125	125	101	120	117
Degree Seeking Continuing Undergraduates	1,808	1,870	2,028	2,161	2,316
First-Time Post-Baccalaureate					
Non Degree Undergraduates	488	490	460	572	631
<b>Total Undergraduate Headcount as of 14th Class Day</b>	<b>3,163</b>	<b>3,288</b>	<b>3,500</b>	<b>3,770</b>	<b>4,115</b>
<b>Undergraduate - First Time Degree Seeking Freshmen</b>					
Full-time (In-State Residency)	379	382	374	351	320
Full-time (Non Residency)	30	37	49	17	50
Part-time (In-State Residency)	51	46	35	38	31
Part-time (Non Residency)	1	2	4	4	4
<b>Total First Time Degree Seeking Freshmen Headcount as of 14th Class Day</b>	<b>461</b>	<b>467</b>	<b>462</b>	<b>410</b>	<b>405</b>
<b>Undergraduate</b>					
Full-time (In-State Residency)	1,644	1,704	1,806	1,783	1,856
Full-time (Non Residency)	174	185	242	323	435
Part-time (In-State Residency)	1,286	1,318	1,321	1,412	1,531
Part-time (Non Residency)	59	81	131	252	293
<b>Total Undergraduate Headcount as of 14th Class Day</b>	<b>3,163</b>	<b>3,288</b>	<b>3,500</b>	<b>3,770</b>	<b>4,115</b>
<b>Graduate</b>					
Full-time (In-State Residency)	0	0	0	0	0
Full-time (Non Residency)	0	0	0	0	0
Part-time (In-State Residency)	0	0	0	0	0
Part-time (Non Residency)	0	0	0	0	0
<b>Total Graduate Headcount as of 14th Class Day</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Grand Total Headcount as of 14th Class Day (Undergraduate &amp; Graduate)</b>	<b>3,163</b>	<b>3,288</b>	<b>3,500</b>	<b>3,770</b>	<b>4,115</b>
<b>Total Undergraduate Full-Time-Equivalent (FTE) Enrollment as of 14th Class Day</b>	<b>2,867</b>	<b>2,954</b>	<b>3,173</b>	<b>3,304</b>	<b>3,606</b>
<b>Total Graduate Full-Time-Equivalent (FTE) Enrollment as of 14th Class Day</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total number of High School Dual Enrollments</b>	<b>463</b>	<b>462</b>	<b>461</b>	<b>570</b>	<b>648</b>

# Louisiana State University Alexandria

**Metric II. The following metrics will provide the campus enrollment trends.**

<b>First Time Degree Seeking Enrollment by Race and Ethnicity as of 14th Class Day</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
Hispanic	9	7	15	10	2
American Indian or Alaska Native	47	46	35	58	16
Asian	7	6	6	10	22
Black or African American	86	101	91	58	67
Native Hawaiian or Other Pacific Islander	0	0	0	0	0
White	291	291	292	256	237
Two or More Races	9	12	12	8	3
Nonresident Alien	0	0	4	8	10
Race/Ethnicity Unknown	12	4	7	2	48
<b>Total</b>	<b>461</b>	<b>467</b>	<b>462</b>	<b>410</b>	<b>405</b>

<b>First Time Degree Seeking Enrollment by Gender as of 14th Class Day</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
Male	136	182	173	159	156
Female	325	285	289	251	249
<b>Total</b>	<b>461</b>	<b>467</b>	<b>462</b>	<b>410</b>	<b>405</b>

<b>Total Enrollment by Race and Ethnicity as of 14th Class Day</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
Hispanic	74	63	77	70	65
American Indian or Alaska Native	282	308	361	438	266
Asian	45	45	62	68	111
Black or African American	580	593	646	675	763
Native Hawaiian or Other Pacific Islander	0	0	0	0	0
White	2,050	2,154	2,246	2,322	2,466
Two or More Races	74	84	78	76	53
Nonresident Alien	0	0	0	72	65
Race/Ethnicity Unknown	58	41	30	49	326
<b>Total</b>	<b>3,163</b>	<b>3,288</b>	<b>3,500</b>	<b>3,770</b>	<b>4,115</b>

<b>Total Enrollment by Gender as of 14th Class Day</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
Male	961	990	1,001	1,109	1,234
Female	2,202	2,298	2,499	2,661	2,881
<b>Total</b>	<b>3,163</b>	<b>3,288</b>	<b>3,500</b>	<b>3,770</b>	<b>4,115</b>

# Louisiana State University Alexandria

**Metric II. The following metrics will provide the campus enrollment trends.**

Louisiana Transfer Enrollment	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Transfer from Louisiana Community Colleges	143	196	101	102	76
Transfers from Louisiana Four-Year Universities	123	157	110	112	121
<b>Student Credit Hours (SCH)</b>					
Fall SCH	34,911	35,956	39,090	39,647	44,074
Spring SCH	31,960	31,546	32,623	35,817	37,947
<b>Total number of students enrolled who received TOPS</b>					
Performance	165	159	155	182	158
Opportunity	306	305	354	333	331
Honors	61	67	60	66	63
Tech	41	48	43	56	42
<b>Total number of students enrolled who received TOPS</b>	<b>573</b>	<b>579</b>	<b>612</b>	<b>637</b>	<b>594</b>
<b>Enrollment by specified discipline</b>					
<b>Total number of student enrolled in STEM</b>	<b>274</b>	<b>278</b>	<b>326</b>	<b>398</b>	<b>458</b>
<b>Total number of students enrolled in Allied Health</b>	<b>878</b>	<b>878</b>	<b>811</b>	<b>816</b>	<b>904</b>
<b>Total number of students enrolled in Teacher Education ( Note BOR Teacher Education Initiative)</b>	<b>174</b>	<b>207</b>	<b>259</b>	<b>207</b>	<b>144</b>
Teacher Education Regular Program	131	191	248	202	140
Teacher Education Alternative Program	43	16	11	5	4

*Note: In December 2012, Teacher Education Programs MATE & MATS enrollments moved from Regular to Alternative for 2009-10, 2010-11, and 2011-12*

*Note: Beginning with Fall 2014 reporting cycle, enrollment in STEM determined by the Complete College America (CCA) definition used by the Board of Regents. Data reported using CCA for 2008-09 through 2014-15*

*Note: Beginning with Fall 2014 reporting cycle, 14th day degree-seeking transfer enrollment includes fall and continuing summer transfers. This methodology used to report 2008-09 through 2015-16 data in December 2015.*

*Note: Beginning with Fall 2015 reporting cycle, headcount enrollment and student credit hours includes Hebert Law Center.*



# Louisiana State University Alexandria

## Metric II. The following metrics will provide the campus enrollment trends.

### List of STEM/SMART CIP code/s:

The following list of CIP codes is to serve as a guide but it is not intended to be inclusive of all possibilities. We recognize that some campuses have degree programs centered in schools or colleges that might dictate a different CIP code. The campus should make the appropriate adjustment. In addition, the CIP codes used by the campus should correlate to the Board of Regents. If there is a discrepancy and the campus applies the IPEDS CIP code, then the campus should identify this with a footnote.

11	Computer and Information Sciences and Support Services
14	Engineering
15	Engineering Technologies/Technicians
26	Biological and Biomedical Sciences
27	Mathematics and Statistics
40	Physical Sciences
0109	Animal Sciences
0110	Food Science and Technology
0111	Plant Sciences
0112	Soil Sciences
0301	Natural Resources Conservation and Research
0303	Fishing and Fisheries Sciences and Management
0305	Forestry
0306	Wildlife and Wildlands Science and Management
2901	Military Technologies
3001	Biological and Physical Sciences
3006	Systems Science and Theory
3008	Mathematics and Computer Science
3010	Biopsychology
3016	Accounting and Computer Science
3018	Natural Sciences
3019	Nutrition Sciences
3024	Neuroscience
3025	Cognitive Science
4101	Biology Technician/Biotechnology Laboratory Technician
4102	Nuclear and Industrial Radiologic Technologies/Technicians
4103	Physical Science Technologies/Technicians
4199	Science Technologies/Technicians Other
4211	Physiological Psychology/Psychobiology

### Allied Health CIP Code/s

51.07	Allied Health Elder Care Administration
51.08	Allied Health and Medical Assisting Services
51.09	Allied Health Diagnostic, Intervention, and Treatment Professions
51.10	Allied Health Medical Laboratory Science

### Variables Description

<p><b>Headcount Enrollment Undergraduate</b> – Total number of full-time and part-time students enrolled in courses for undergraduate credit</p> <p><b>Headcount Enrollment Graduate</b> – Total number of full-time and part-time students enrolled in courses for graduate credit</p> <p><b>Full-Time Equivalent (FTE)</b> – The calculation of FTE can vary by institution. However, FTE enrollment reported for this metric should reconcile to FTE data you</p> <p><b>Full-Time Student Undergraduate</b> - a student enrolled for 15 or more semester credits or 30 or more contact hours a week each term. (IPEDS)</p> <p><b>Dual Enrollment</b> - A student who is enrolled in high school but who is also enrolled, simultaneously, in a postsecondary institution are considered dual</p> <p><b>Science Technology Engineering and Mathematics (STEM)</b> - STEM enrollment is calculated based on STEM CIP codes.</p> <p><b>Educations, Nursing, Allied Health</b> - Use the CIP codes as defined by IPEDS for these disciplines to determine the number of students enrolled and graduates</p>
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# Louisiana State University Alexandria

Metric III. The following metric will identify the campus trends for retention, graduation, licensure and pass rate.

## Analysis of First-time, Full-time, Baccalaureate Degree-seeking Freshmen (Fall Cohorts)<sup>1</sup>

Cohort Type	Cohort Year	Head Count	Average ACT	% continuation to_2nd_Yr	% continuation to_3rd_Yr	Cumulative % Graduating after 4 Yrs <sup>1</sup>	Cumulative % Graduating after 5 Yrs	Cumulative % Graduating after 6 Yrs	Cumulative % Graduating after 7 Yrs
Fall	2014	228	21.4	64.0%	47.8%	16.7%	28.8%	30.6%	38.2%
Fall	2015	237	20.5	55.7%	37.4%	16.9%	23.0%	30.4%	
Fall	2016	233	20	56.1%	37.1%	12.7%	27.9%	30.6%	
Fall	2017	215	20.3	61.2%	50.6%	25.6%			
Fall	2018	236	20.9	58.0%	43.0%				
Fall	2019	277	20.5	60.0%	39.6%				
Fall	2020	293	20.6	57.6%	38.2%				
Fall	2021	240	20.5	64.1%					
Fall	2022	257	19.2						
<b>Louisiana Community College Transfers (LACCT)</b>									
LACCT	2014	149							
LACCT	2015	208							
LACCT	2016	251							
LACCT	2017	237							
LACCT	2018	341							
LACCT	2019	421							
LACCT	2020	555							
LACCT	2021	657							
LACCT	2022	646							

# Louisiana State University Alexandria

**Metric III. The following metric will identify the campus trends for retention, graduation, licensure and pass rate.**

	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<b>Number of students passing licensure exams</b>										
Nurses	48	39	59	51	70	99	126	145	161	142
Science	4	3	6	4	4	13	22	31	24	11
Radiologic Technology	7	18	9	9	12	11	15	8	6	13
Pharmacy Tech	11	8	10	4	11	10	8	4	4	5
Education	17	19	17	15	13	19	15	15	19	14
Alternative Certificate in Elementary Education	3	2	3	1	2	2	2	2	0	0
Alternative Certification in Secondary Education	1	4	3	N/A	N/A	2	4	5	3	1
Alternative Certification in Health and Physical Education	0	1	0	1	2	3	2	0	3	1
Minor in Education Leading to Secondary Education (6-12)	1	4	3	N/A	N/A	N/A		0	0	0
<b>Percentage of students passing licensure exams</b>										
Nurses	98%	93%	90%	94%	95%	95%	94%	95%	95%	93%
Science	80%	60%	100%	100%	100%	100%	100%	100%	100%	100%
Radiologic Technology	100%	81%	89%	100%	100%	100%	100%	100%	84%	92%
Pharmacy Tech	100%	100%	80%	100%	100%	100%	100%	100%	100%	100%
Education	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Alternative Certificate in Elementary Education	100%	100%	100%	100%	100%	100%	100%	100%	N/A	NA
Alternative Certification in Secondary Education	100%	100%	100%	N/A	N/A	100%	100%	100%	100%	100%
Alternative Certification in Health and Physical Education	NA	100%	100%	100%	100%	100%	100%	N/A	100%	100%
Minor in Education Leading to Secondary Education (6-12)	100%	100%	100%	N/A	N/A	N/A	N/A	N/A	N/A	NA

<sup>1</sup> Numbers for each time period represent students graduating with bachelor degrees. There are several more who changed majors and received associate degrees.

# Louisiana State University Alexandria

**Metric V. The following metrics will identify the tuition and fee revenues, and, other revenue resources.**

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<b>Total Endowment Value</b>	\$15,339,658	\$15,351,454	\$14,860,428	\$18,418,022	\$16,401,880
Earned Interest on Endowments	\$693,322	\$716,551	\$685,269	\$738,885	\$763,930
Dollar amount of the endowment approved each fiscal year and made available for expenditures by the campus	\$674,168	\$696,683	\$665,719	\$718,325	\$747,396
<b>Total # of Foundations</b>	1	1	1	1	1
Foundations total Assets (\$ Amount)	\$37,275,794	\$36,882,987	\$37,002,538	\$42,388,033	\$43,725,592
<a href="#">Click here to go to the Foundations Supplemental Table</a>					
<b>Total # of Board of Regents Support Fund</b>					
Total Value (\$ Amount) of BoR Support Fund	\$8,776,062	\$8,917,080	\$8,916,365	\$10,413,946	\$9,147,271
<a href="#">Click here to go to the BoR Support Funds Supplemental Table</a>					
<b>Total Gross Revenue Generated from tuition and fees<sup>1</sup></b>					
Total Gross Revenue From First-Time-Full-Time Freshmen	\$2,563,340	\$2,669,167	\$2,737,337	\$2,492,518	\$2,518,014
Gross Revenue From First-Time-Full-Time Freshmen (In-State Only)	\$2,389,424	\$2,513,339	\$2,528,401	\$2,233,280	\$2,403,065
Gross Revenue From First-Time-Full-Time Freshmen (Out-of-State Only)	\$173,916	\$155,828	\$208,936	\$259,238	\$114,949
Net Revenue From First-Time-Full-Time Freshmen	\$2,442,689	\$2,565,279	\$2,640,220	\$2,339,825	\$2,430,003
Net Revenue From First-Time-Full-Time Freshmen (In-State Only)	\$2,307,816	\$2,435,514	\$2,570,702	\$2,248,037	\$2,326,290
Net Revenue From First-Time-Full-Time Freshmen (Out-of-State Only)	\$134,873	\$129,765		\$91,788	\$103,713
<b>Financial Aid</b>					
Total institutional dollars awarded need based aid for entering freshmen class	\$0	\$0	\$0	\$0	\$0
Total institutional dollars awarded non-need aid for entering freshmen class	\$111,019	\$100,213	\$95,367	\$145,673	\$91,350
Total institutional dollars awarded need based aid for entering freshmen class LA residents	\$0	\$0	\$0	\$0	\$0
Total institutional dollars awarded non-need based aid for entering freshmen class LA residents	\$65,790	\$70,725	\$74,718	\$85,690	\$76,525
Total institutional dollars awarded need based aid for entering freshmen class non-residents	\$0	\$0	\$0	\$0	\$0
Total institutional dollars awarded non-need based aid for entering freshmen class non-residents	\$45,228	\$20,559	\$21,147	\$55,650	\$8,234
<b>State Appropriation per FTE<sup>2</sup></b>	\$1,954	\$2,083	\$1,648	\$1,017	\$2,092
<b>Net Revenue Generated from auxiliary enterprises (i.e., bookstores, dining services)</b>	\$110,605	(\$291,806)	\$442,734	\$394,668	\$318,705

<sup>1</sup> Prior year data only included revenue from tuition, and did not include revenue from fees. Revenue data reported for this year includes both.

<sup>2</sup> State Appropriation per FTE = the Board of Regents Formula Appropriations Per FTE which includes State General Fund and Statutory Dedications.

\*Note: Institutional dollars included are all LSUA operating funds awarded students and all Foundation scholarship dollars. Any foundation scholarship awards which indicate a that the student must demonstrate financial need are included in calculations

# Louisiana State University Alexandria

**Metric VI. The following metrics will identify teaching and research productivity per FTE faculty.**

<b>Enrollment in Fall Semester Lecture and Seminar Courses</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
<b>Lower Division Undergraduate Courses</b>					
Total Enrollment	8,210	7,991	8,113	8,275	8,766
Number of Sections	306	326	331	298	302
Average section size	26.8	24.5	24.5	27.8	29.0
<b>Upper Division Undergraduate Courses</b>					
Total Enrollment	3,214	3,349	3,562	4,040	4,266
Number of Sections	153	175	178	189	193
Average section size	21.0	19.1	20.0	21.4	22.1
<b>All Lecture and Seminar Courses</b>					
Total Enrollment	11,426	11,340	11,675	12,315	13,032
Number of Sections	459	501	509	487	495
Average section size	24.9	22.6	22.9	25.3	26.3
<b>Fall Teaching Activity</b>					
Tenure/tenure track (T/TT) FTE faculty assigned to classes <sup>1</sup>	67	75	76	73	75
Non tenure/tenure track FTE faculty assigned to classes <sup>2</sup>	73	92	106	102	94
<b>Organized class sections including labs, fall only</b>					
Sections taught by tenure/tenure track faculty	271	444	454	457	395
Sections taught by non tenure/tenure track faculty	267	268	297	309	260
<b>Average # of class sections taught per FTE T/TT faculty</b>					
Average # of class sections taught per FTE T/TT faculty	4.04	5.92	5.97	6.26	5.27
<b>Average # of class sections taught per FTE non T/TT faculty</b>					
Average # of class sections taught per FTE non T/TT faculty	3.66	2.91	2.80	3.03	2.77
<b>% class sections taught by T/TT faculty</b>					
% class sections taught by T/TT faculty	50	62	60	60	60
<b>% class sections taught by non T/TT faculty</b>					
% class sections taught by non T/TT faculty	50	38	40	40	40

# Louisiana State University Alexandria

**Metric VI. The following metrics will identify teaching and research productivity per FTE faculty.**

<b>Enrollment in Fall Semester Lecture and Seminar Courses</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Student Credit Hours (SCH'S), fall only <sup>3</sup>					
Undergraduate	34,107	36,878	38,505	42,957	43,940
Total SCH's taught by T/TT faculty	17,102	22,551	23,315	26,054	27,195
Total SCH's taught by non T/TT faculty	17,005	14,327	15,190	16,903	16,745
Total SCH's taught per FTE T/TT faculty	255	301	307	357	363
Total SCH's taught per FTE non T/TT faculty	233	156	143	166	178
% SCH's taught by T/TT faculty	50%	61%	61%	61%	62%
% SCH's taught by non T/TT faculty	50%	39%	39%	39%	38%
<b>Annual Instruction and Research Ratios</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Annual student credit hours (SCH's), fall & spring					
Undergraduate	67,193	67,502	71,713	75,464	82,021
Annual FTE students <sup>4</sup>	2,435	2,508	2,621	2,906	3,044
Direct unrestricted instructional expenditures	10,453,728	12,066,607	11,677,578	10,872,498	12,937,090
<b>Disaggregated Direct Instructional Expenditures</b>					
Salaries	5,949,085	6,555,287	6,632,716	5,863,066	5,834,806
Benefits	2,994,482	2,942,537	3,312,122	3,255,315	2,958,458
Other	1,510,161	2,568,783	1,732,740	1,754,117	4,143,826
Direct unrestricted instructional expenditures per SCH	156	179	163	144	158
Direct unrestricted instructional expenditures per FTE student <sup>4</sup>	4,293	4,811	4,455	3,741	4,250
Personnel costs as % of direct unrestricted instructional expenditures	85.6%	78.7%	85.2%	83.9%	68.0%
Total FTE faculty	140	167	182	182	169
Total FTE T/TT faculty (instruction, research, public service)	67	75	76	76	75
Tenure/Tenure Track FTE faculty as % of total FTE faculty	48	45	42	42	44
Restricted research expenditures	5,263	23,249	3,500	93,240	105,735
Restricted research expenditures per FTE T/TT faculty	79	310	46	1,227	1,410

<sup>1</sup> FTE for tenured/tenure-track faculty based on 12 hr teaching load

<sup>2</sup> FTE for non-tenured/tenure-track faculty based on 15 hr teaching load. This group

<sup>3</sup> All SCHs reported in this spreadsheet are from the production database (not census)

<sup>4</sup> Data reflects IPEDS Fall survey.

# Louisiana State University Alexandria

**Metric VI. The following metrics will identify teaching and research productivity per FTE faculty.**

Enrollment in Fall Semester Lecture and Seminar Courses	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
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**Definitions:**

**Direct Expenditures for Instructions:** Total Direct Instructional Expenditures include data in certain functional areas - instruction, research, and public service. Direct expenditure data reflect costs incurred for personnel compensation, supplies, and services used in the conduct of each of these functional areas. They include acquisition costs of capital assets such as equipment and library books to the extent that funds are budgeted for the use of departments for instruction, research, and public service. Similar to the Delaware Study, exclude centrally allocated computing costs and centrally supported computer labs, and graduate student tuition remission and fee waivers.

**Instruction:** Instruction includes general academic instruction, occupational and vocational instruction, community education, preparatory and adult basic education, and remedial and tutorial instruction conducted by the teaching faculty for the institution's students. Departmental research and service **which are not separately budgeted** should be included under instruction. In other words, department research which is externally funded should be excluded from instructional expenditures, as should any departmental funds which were expended for the purpose of matching external research funds as part of a contractual or grant obligation. EXCLUDE expenditures for academic administration where the primary function is administration. For example, exclude deans, but include department chairs.)

Disaggregate total direct instructional expenditures for the institution into the following categories:

**Salaries:** Report all wages paid to support the instructional function in a given department or program during the fiscal year. While these will largely be faculty salaries, be sure to include clerical (e.g., department secretary), professionals (e.g., lab technicians), Graduate student stipends (but not tuition waivers), and any other personnel who support the teaching function and whose salaries and wages are paid **from the institution's instructional budget**.

**Benefits:** Report expenditures for benefits associated with the personnel for whom salaries and wages were reported on the previous entry. If you cannot separate benefits from salaries, but benefits are included in the salary figure you have entered, indicate "Included in Salaries" in the data field. Some institutions book benefits centrally and do not disaggregate to the department level. If you can compute the appropriate benefit amount for the department/program, please do so and enter the data. If you cannot do so, leave the benefit amount as zero and we will impute a cost factor based upon the current benefit rate for your institution, as published in Academe. If no rate is available, we will use a default value of 28%.

**Other Than Personnel Costs:** This category includes non-personnel items such as travel, supplies and expense, non-capital equipment purchases, etc., that are typically part of an instructional department or program's cost of doing business. *Excluded* from this category are items such as central computing costs, centrally allocated computing labs, graduate student tuition remission and fee waivers, etc.

**Research:** This category includes all funds expended for activities specifically organized to produce research outcomes and commissioned by an agency either external to the institution or **separately budgeted** by an organizational unit within the institution. Report total research expenditures only. It is not necessary to disaggregate costs for this category.

**Public Service:** Report all funds **separately budgeted** specifically for public service and expended for activities established primarily to provide non-instructional services beneficial to groups external to the institution. Examples include cooperative extension and community outreach projects. Report total service expenditures only. It is not necessary to disaggregate costs for this category.

**Federally Funded Research:** As defined by NSF

**Total Research and Expenditures:** As defined by NSF

**Table I: Affiliated Off-Campus Sites**

LSUA System Campus	Name of Affiliated Off- Campus Site	\$ Amount Contributed Back to Campus by Affiliated Off-Site Campus	\$ Amount Contributed Back to Campus by Affiliated Off-Site Campus	\$ Amount Contributed Back to Campus by Affiliated Off-Site Campus	\$ Amount Contributed Back to Campus by Affiliated Off-Site Campus	\$ Amount Contributed Back to Campus by Affiliated Off-Site Campus	\$ Amount Contributed Back to Campus by Affiliated Off-Site Campus	\$ Amount Contributed Back to Campus by Affiliated Off-Site Campus
	None							

**Table II: Board of Regent Support Funds**

LSUA System Campus	Name of Support Fund	Endowment Market Value as of 6/30/16	Endowment Market Value as of 6/30/17	Endowment Market Value as of 6/30/18	Endowment Market Value as of 6/30/19	Endowment Market Value as of 6/30/20	Endowment Market Value as of 6/30/21	Endowment Market Value as of 6/30/22
LSUA	F. Hugh Coughlin Endowed Professorship	130,461.28	142,776.35	139,068.15	139,452.90	137,571.12	161,371.03	138,651.97
LSUA	Mark Eugene Howard Endowed Professorship in Liberal Arts (English)	161,009.43	177,811.85	172,942.90	173,090.84	169,926.93	201,753.70	172,984.10
LSUA	Huie Dellmon Trust Endowed Professorship in Science	174,099.76	192,118.30	186,868.93	187,037.26	183,649.43	217,954.98	186,888.68
LSUA	Howard M. and Eloise Ferris Mulder Endowed Professorship	126,921.33	139,016.76	135,380.15	135,727.61	133,817.34	157,198.81	135,032.44
LSUA	Jenkins-Mulder Endowed Professorship in Business	113,018.49	123,176.42	120,029.71	120,466.14	119,049.12	139,032.96	119,550.78
LSUA	Jack and Sue Ellen Jackson Endowed Professorship in Education	120,538.65	132,013.71	128,539.50	128,866.22	127,008.20	149,330.04	130,229.54
LSUA	Roy O. Martin Lumber Company Endowed Professorship in Nursing	159,488.68	113,114.17	171,142.26	171,310.71	168,250.49	199,553.54	171,128.83
LSUA	Frances Holt Freedman Endowed Professorship in History and Ethics of Nursing	129,676.40	140,930.97	137,227.32	137,771.42	135,991.72	159,285.51	136,895.07
LSUA	Huie Dellmon Trust Endowed Professorship in Liberal Arts and Science	140,639.57	154,311.58	150,232.35	150,559.14	148,296.91	174,628.69	149,941.46
LSUA	J.H. Johnson Endowed Professorship in Business	179,184.28	196,460.71	191,072.55	191,463.34	188,176.14	222,794.47	191,117.54
LSUA	Cliff E LaBorde Sr. Endowed Professorship in Education	126,878.17	139,620.33	136,372.58	136,592.37	134,328.27	158,801.77	136,258.86
LSUA	Barbara M. Martin Endowed Professorship in Nursing	174,834.16	193,320.95	187,971.14	188,053.74	184,426.12	219,529.15	188,141.56
LSUA	Roy and Vinita Martin Endowed Professorship in Math & Sciences	133,017.91	146,690.94	142,653.81	142,791.36	140,156.66	166,480.20	142,729.73
LSUA	Rapides Regional Medical Center Endowed Professorship in Radiologic Technology	130,400.03	142,655.78	138,951.29	139,345.39	137,475.93	161,227.46	138,533.41
LSUA	Carolyn Cole Saunders Endowed Professorship	111,087.70	120,570.18	117,547.74	118,079.61	116,909.51	135,893.40	116,947.89
LSUA	Robert Rife Saunders Endowed Professorship	111,087.40	120,569.71	117,547.28	118,079.18	116,909.09	135,892.86	116,947.44
LSUA	Roy O. Martin Jr. Endowed Professorship in Business	112,045.90	121,740.86	118,763.16	119,295.98	118,255.69	137,043.58	118,000.62
LSUA	Henry Dade Foote Family Endowed Professorship	110,505.22	119,777.47	116,839.83	117,413.89	116,424.13	134,821.42	116,102.40
LSUA	Charles Adrian Vernon and William K. Child Jr. Endowed Professorship in Business	112,350.60	122,286.95	119,233.14	119,713.52	118,491.11	137,837.41	118,604.87
LSUA	Vinita Johnson Martin Endowed Professorship (established 2010)	130,315.05	143,135.54	139,281.61	139,539.51	137,258.69	162,171.53	139,164.35
LSUA	Moreau Family First Generation Endowed Scholarship	110,059.19	120,872.91	117,667.86	117,900.96	116,087.09	136,824.06	117,462.63
LSUA	LSUA Alumni and Friends Endowed Chair	1,193,409.08	1,262,903.66	1,236,380.29	1,249,095.19	1,253,993.57	1,407,127.35	1,218,612.29
LSUA	Capital One Endowed Professorship in Business	103,976.93	114,044.93	111,007.04	111,256.92	109,547.96	129,108.90	110,840.40
LSUA	Scott O. Brame/CLECO Endowed Chair in Finance	993,632.71	1,131,141.62	1,101,938.50	1,105,714.94	1,091,373.58	1,278,550.55	1,098,791.59
LSUA	2010 Endwd Scholarship for First Generation College Students	110,059.19	120,872.91	117,667.86	117,900.96	116,087.09	136,824.06	117,462.63
LSUA	Joanne Lyles White Endowed Professorship in Eduation	99,363.27	113,114.17	110,193.86	110,521.38	109,087.37	127,791.27	109,825.13
LSUA	2012 Endowed Scholarship for First Generation Collge Students	99,363.27	113,114.17	110,193.86	110,521.38	109,087.37	127,791.27	109,825.13
LSUA	Elder Care Administration Scholarship	99,363.27	113,114.17	110,193.86	110,521.38	109,087.37	127,791.27	109,825.13
LSUA	Michael Jenkins First Generation Endowed Scholarship	100,342.48	115,535.04	112,471.98	112,694.13	110,960.62	130,781.10	112,274.90
LSUA	Richard Bryan Gwartney Endowed Professorship	106,318.12	122,576.67	119,232.70	119,431.91	117,371.71	138,992.86	119,226.60
LSUA	Howard and Eloise Mulder Endowed Chair in the Arts	1,005,836.66	1,140,672.07	1,110,824.85	1,113,576.55	1,097,788.45	1,289,939.98	1,107,996.59
LSUA	Mulder Endowed First Generation Scholarship #1	100,583.67	115,234.12	111,082.50	111,357.68	109,778.87	128,994.03	110,799.69
LSUA	Mulder Endowed First Generation Scholarship #2	100,583.67	115,234.12	111,082.50	111,357.68	109,778.87	128,994.03	110,799.69
LSUA	Mulder Endowed First Generation Scholarship #3	100,250.06	115,234.12	112,523.18	112,744.06	111,004.59	130,848.17	112,330.19
LSUA	Mulder Endowed First Generation Scholarship #4	100,250.06	115,234.12	112,523.18	112,744.06	111,004.59	130,848.17	112,330.19
LSUA	Mulder Endowed First Generation Scholarship #5					104,281.70	122,267.69	105,062.14
LSUA	Howard and Eloise Mulder Endowed Professorship #2	100,583.67	114,067.22	111,082.50	111,357.68	109,778.87	128,994.03	110,799.69
LSUA	Howard and Eloise Mulder Endowed Professorship #3	100,250.06	115,589.60	112,523.18	112,744.06	111,004.59	130,848.17	112,330.19
LSUA	Arnold Aubert Vernon Endowed Scholarship	500,108.22	569,908.63	554,969.03	556,440.08	548,594.03	644,490.88	553,605.73
LSUA	Holcombe Endowed Scholarship for 1st Generation Students			106,487.38	106,762.37	105,276.02	123,622.87	107,134.73
LSUA	Mary Jane Brown Endowed Scholarship for 1st Generation Students			107,545.56	107,817.48	106,281.65	124,905.84	107,284.95
LSUA	Virginia Harvey Holcombe Endowed Scholarship for 1st Generation Students			110,804.74		111,067.21	109,378.98	128,857.39
LSUA	Jeremiah and Kenneth Grant Holcombe Endowed Scholarship 1st Gen Allied Health				108,901.92	107,357.59	126,149.91	108,356.58
LSUA	Endowed Professorship in Interdisciplinary Innovation							89,010.60
LSUA	Endowed Professorship in Experiential Excellence							100,799.61
		7,811,893.59	8,418,445.48	8,776,061.81	8,917,080.11	8,916,365.13	10,413,946.36	9,147,270.86

**Table III: Summary of Campus Foundations**



# Louisiana State University Alexandria

## National Benchmark Report

	Retention rates		Graduation rates (Class of Fall 2015)	State appropriations as percent of core revenues
	Full Time	Part Time		
Louisiana State University Alexandria	57%	47%	30%	8%
University of Arkansas at Monticello	69%	80%	25%	37%
Dalton State College	66%	43%	26%	41%
North Georgia College & State University	65%	51%	35%	39%
Rogers State University	55%	33%	30%	26%
Lander University	67%	0%	45%	23%
University of South Carolina Aiken	59%	33%	39%	17%
Christopher Newport University	85%	0%	78%	33%
University of Mary Washington	83%	58%	65%	39%
Concord University	57%	0%	40%	30%
Shepherd University	66%	33%	49%	29%
The University of Virginia's College at Wise	60%	0%	43%	24%
University of Arkansas-Fort Smith	67%	42%	37%	32%

**Louisiana State University Eunice  
Metric Data**



**April 21, 2023**



# Louisiana State University Eunice

## Executive Summary

**Metric I Degrees Awarded:** Degrees awarded continue to show a significant and upward trend, with the exception of Nursing. The decrease in Nursing is directly attributable to the pandemic, with students in the Nursing cohort withdrawing at previously unexperienced rates. All other Allied Health programs experienced a **22.2% increase**, as well as the **total number of degrees awarded to Louisiana Residents up 3.1%** and Associate degrees up **4.4%**, despite the historically negative exit of students in Nursing.

**Metric II Enrollment:** Total Undergraduate Enrollment increased by 15 students over 2021-22 for a total of 3,038 students. While Continuing Degree Seeking Student enrollment declined by 40 students, areas of growth were seen in Transfer, First Time Degree Seeking Freshman and Re-Admit Enrollment. Part-time student enrollment increased. TOPS recipients decreased for this year, however it has been increasing since 2018-2019 to 2021-22. It is noteworthy that Louisiana four-year regional and major university systems, dramatically altered and relaxed admission criteria for 2022-2023.

**Metric III Student Success:** First to Second Year Retention was up 6% along with outstanding progress of the Percentage of “At-Risk” Program Students in Good Academic Standing. Fall-to-Fall Retention Rate remains at 40% for “At Risk” students overall. The Mean GPA for this group is at slightly above a 2.0 with the mean being 2.021. Student Progress is up for students earning up to 24 credit hours, remained steady for 36 hours (after a positive increase over 2020-21), with a decrease in those full-time students completing 48 hours after 8 semesters. We believe this last metric is pandemic related and can be linked to the withdrawal rates from the Nursing program.

**Metric V Revenue:** Total Gross Revenue decreased by \$480,895.00 (11.6%) from the prior year while Net Revenue for First Time Full-time Freshman decreased by \$447, 103.00 (11.2%). The total Institutional Dollars awarded for Non-Need Aid for Entering Freshmen increased by \$43,453 (7.5%). Net Revenue generated from Auxiliary Enterprises decreased to a negative -\$132,344 (-124.8%) with losses from housing, bookstore and athletic revenues. Bookstore revenue decreases are impacted by the University decision to go to a more cost-effective solution for students in the purchase of textbooks. The Market Value of Endowment was negatively impacted by a volatile national economic climate.

**Metric VI Instruction Productivity:** The Average Section size did not decrease from Fall 2021 and remained at 23. Overall Total Enrollment in Sections increased by 96 students to 9,610 from as compared to Fall 2021. While the total sections taught by FTE full-time faculty decreased by 2.2%, the Total SCH’s taught by the same group increased slightly by .5%, given the University’s strategy of cost containment at every opportunity.

The benchmark report identifies areas in which LSUE is improving, while pinpointing areas that need additional focus. LSUE continues to move

## **LSUE MISSION:**

Louisiana State University at Eunice, a member of the Louisiana State University System, is a comprehensive, open admissions institution of higher education. The University is dedicated to high quality, low-cost education and is committed to academic excellence and the dignity and worth of the individual. To this end, Louisiana State University at Eunice offers associate degrees, certificates and continuing education programs as well as transfer curricula. Its curricula span the liberal arts, sciences, business and technology, pre-professional and professional areas for the benefit of a diverse population. All who can benefit from its resources deserve the opportunity to pursue the goal of lifelong learning and to expand their knowledge and skills at LSUE.

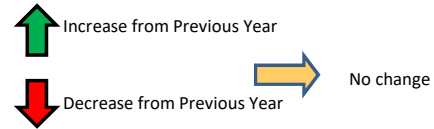
- In fulfillment of this mission, Louisiana State University at Eunice strives to achieve the following:
- Encourage traditional and nontraditional populations to take advantage of educational opportunities.
- Create a learning environment which facilitates the integration of knowledge and the development of the whole person.
- Provide a general education which requires all students to master the skills and competencies necessary for lifelong learning.
- Provide programs which parallel four-year college and university courses, including special honors courses, which are directly transferable.
- Prepare students to meet employment opportunities as determined by regional needs.
- Prepare programs of developmental studies which will upgrade student skills to the levels necessary for successful college experience.
- Provide necessary support services to help students realize their maximum potential.
- Create and offer programs of Continuing/Adult Education and community service which respond to the needs of the area.

# Louisiana State University Eunice

## Metrics at a Glance 2021-2022

Legend:

Statistic		Most Recent Available
High	Y	
Low	Z	% Change from Previous Year



Metric I Degrees Awarded	Metric II Enrollment	Metric III Student Success	Metric V Revenues	Metric VI Instruction Productivity																				
<b>Diploma</b> <table border="1"> <tr><td>0</td><td>0</td></tr> <tr><td>0</td><td>N/A</td></tr> </table>	0	0	0	N/A	<b>14th Day Enrollment for First Time Degree Seeking Freshmen</b> <table border="1"> <tr><td>920</td><td>773</td></tr> <tr><td>768</td><td>↑ 0.7%</td></tr> </table>	920	773	768	↑ 0.7%	<b>First to Second Year Retention</b> <table border="1"> <tr><td>53.8%</td><td>50.3%</td></tr> <tr><td>42.0%</td><td>↑ 6.0%</td></tr> </table>	53.8%	50.3%	42.0%	↑ 6.0%	<b>Market Value of Endowment</b> <table border="1"> <tr><td>3,125,122</td><td>2,961,868</td></tr> <tr><td>2,109,241</td><td>↓ -5.2%</td></tr> </table>	3,125,122	2,961,868	2,109,241	↓ -5.2%	<b>Total class sections taught per FTE full-time faculty</b> <table border="1"> <tr><td>5.6</td><td>5.5</td></tr> <tr><td>5.1</td><td>↓ -2.2%</td></tr> </table>	5.6	5.5	5.1	↓ -2.2%
0	0																							
0	N/A																							
920	773																							
768	↑ 0.7%																							
53.8%	50.3%																							
42.0%	↑ 6.0%																							
3,125,122	2,961,868																							
2,109,241	↓ -5.2%																							
5.6	5.5																							
5.1	↓ -2.2%																							
<b>Associates</b> <table border="1"> <tr><td>343</td><td>333</td></tr> <tr><td>298</td><td>↑ 4.4%</td></tr> </table>	343	333	298	↑ 4.4%	<b>Degree Seeking Continuing Undergraduates</b> <table border="1"> <tr><td>1,400</td><td>1,259</td></tr> <tr><td>1,259</td><td>↓ -3.1%</td></tr> </table>	1,400	1,259	1,259	↓ -3.1%	<b>Second to Third Year Retention</b> <table border="1"> <tr><td>29.2%</td><td>23.1%</td></tr> <tr><td>18.7%</td><td>↓ -3.1%</td></tr> </table>	29.2%	23.1%	18.7%	↓ -3.1%	<b>Total Gross Revenue From First-Time-Full-Time Freshmen</b> <table border="1"> <tr><td>4,335,001</td><td>3,682,600</td></tr> <tr><td>3,108,428</td><td>↓ -11.6%</td></tr> </table>	4,335,001	3,682,600	3,108,428	↓ -11.6%	<b>Total class sections taught per FTE part-time faculty</b> <table border="1"> <tr><td>5.6</td><td>5.1</td></tr> <tr><td>5.1</td><td>↑ 0.6%</td></tr> </table>	5.6	5.1	5.1	↑ 0.6%
343	333																							
298	↑ 4.4%																							
1,400	1,259																							
1,259	↓ -3.1%																							
29.2%	23.1%																							
18.7%	↓ -3.1%																							
4,335,001	3,682,600																							
3,108,428	↓ -11.6%																							
5.6	5.1																							
5.1	↑ 0.6%																							
<b>Total Number of Degrees Awarded to Louisiana Residents</b> <table border="1"> <tr><td>381</td><td>367</td></tr> <tr><td>307</td><td>↑ 3.1%</td></tr> </table>	381	367	307	↑ 3.1%	<b>Total Undergraduate Headcount as of 14th Class Day</b> <table border="1"> <tr><td>3,232</td><td>3,038</td></tr> <tr><td>2,989</td><td>↑ 0.5%</td></tr> </table>	3,232	3,038	2,989	↑ 0.5%	<b>Success of Academically "At Risk" Students (LSUE Pathways to Success Program - ACT Composite of less than 15)</b> <table border="1"> <tr><td>47.0%</td><td>39.6%</td></tr> <tr><td>39.0%</td><td>↓ -1.1%</td></tr> </table>	47.0%	39.6%	39.0%	↓ -1.1%	<b>Net Revenue From First-Time-Full-Time Freshmen</b> <table border="1"> <tr><td>4,079,513</td><td>3,528,717</td></tr> <tr><td>3,040,161</td><td>↓ -11.2%</td></tr> </table>	4,079,513	3,528,717	3,040,161	↓ -11.2%	<b>Total SCH's taught per FTE full-time faculty</b> <table border="1"> <tr><td>376.6</td><td>339.1</td></tr> <tr><td>329.0</td><td>↑ 0.5%</td></tr> </table>	376.6	339.1	329.0	↑ 0.5%
381	367																							
307	↑ 3.1%																							
3,232	3,038																							
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4,079,513	3,528,717																							
3,040,161	↓ -11.2%																							
376.6	339.1																							
329.0	↑ 0.5%																							
<b>Total degrees awarded in STEM</b> <table border="1"> <tr><td>39</td><td>39</td></tr> <tr><td>19</td><td>↑ 77.3%</td></tr> </table>	39	39	19	↑ 77.3%	<b>Total number of High School Dual Enrollments</b> <table border="1"> <tr><td>612</td><td>612</td></tr> <tr><td>466</td><td>↑ 4.1%</td></tr> </table>	612	612	466	↑ 4.1%	<b>Fall-to-Fall retention rate</b> <table border="1"> <tr><td>47.0%</td><td>39.6%</td></tr> <tr><td>39.0%</td><td>↓ -1.1%</td></tr> </table>	47.0%	39.6%	39.0%	↓ -1.1%	<b>State Appropriation per FTE</b> <table border="1"> <tr><td>3,108</td><td>2,330</td></tr> <tr><td>2,012</td><td>↑ 15.8%</td></tr> </table>	3,108	2,330	2,012	↑ 15.8%	<b>Total SCH's taught per FTE part-time faculty</b> <table border="1"> <tr><td>352.7</td><td>314.3</td></tr> <tr><td>271.4</td><td>↓ -2.6%</td></tr> </table>	352.7	314.3	271.4	↓ -2.6%
39	39																							
19	↑ 77.3%																							
612	612																							
466	↑ 4.1%																							
47.0%	39.6%																							
39.0%	↓ -1.1%																							
3,108	2,330																							
2,012	↑ 15.8%																							
352.7	314.3																							
271.4	↓ -2.6%																							
<b>Total number of degrees awarded in Allied Health</b> <table border="1"> <tr><td>57</td><td>55</td></tr> <tr><td>31</td><td>↑ 22.2%</td></tr> </table>	57	55	31	↑ 22.2%	<b>Total number of students enrolled who received TOPS</b> <table border="1"> <tr><td>694</td><td>565</td></tr> <tr><td>565</td><td>↓ -18.6%</td></tr> </table>	694	565	565	↓ -18.6%	<b>Percentage of Program Students in Good Academic Standing</b> <table border="1"> <tr><td>76.0%</td><td>67.8%</td></tr> <tr><td>45.0%</td><td>↑ 50.8%</td></tr> </table>	76.0%	67.8%	45.0%	↑ 50.8%	<b>Net Revenue Generated from auxiliary enterprises</b> <table border="1"> <tr><td>677,652</td><td>-132,344</td></tr> <tr><td>-132,344</td><td>↓ -124.8%</td></tr> </table>	677,652	-132,344	-132,344	↓ -124.8%	<b>% SCH's taught by full-time faculty</b> <table border="1"> <tr><td>80.0%</td><td>77.1%</td></tr> <tr><td>69.1%</td><td>↓ -1.2%</td></tr> </table>	80.0%	77.1%	69.1%	↓ -1.2%
57	55																							
31	↑ 22.2%																							
694	565																							
565	↓ -18.6%																							
76.0%	67.8%																							
45.0%	↑ 50.8%																							
677,652	-132,344																							
-132,344	↓ -124.8%																							
80.0%	77.1%																							
69.1%	↓ -1.2%																							
<b>Total number of degrees awarded in Nursing</b> <table border="1"> <tr><td>82</td><td>51</td></tr> <tr><td>51</td><td>↓ -37.8%</td></tr> </table>	82	51	51	↓ -37.8%	<b>Total number of student enrolled in STEM</b> <table border="1"> <tr><td>343</td><td>194</td></tr> <tr><td>194</td><td>↓ -12.2%</td></tr> </table>	343	194	194	↓ -12.2%	<b>Mean Grade Point Average of Program Students</b> <table border="1"> <tr><td>2.39</td><td>2.02</td></tr> <tr><td>2.02</td><td>↓ -0.2%</td></tr> </table>	2.39	2.02	2.02	↓ -0.2%		<b>Direct instructional expenditures per FTE student</b> <table border="1"> <tr><td>3,107.0</td><td>3,107.0</td></tr> <tr><td>2,867.0</td><td>↑ 8.4%</td></tr> </table>	3,107.0	3,107.0	2,867.0	↑ 8.4%				
82	51																							
51	↓ -37.8%																							
343	194																							
194	↓ -12.2%																							
2.39	2.02																							
2.02	↓ -0.2%																							
3,107.0	3,107.0																							
2,867.0	↑ 8.4%																							

## Louisiana State University Eunice

Metric I. The following metrics will identify the number of degrees conferred by level and professions most important

	2017-2018	2018-2019	2019-2020	2020-2021
<b>Campus total number of degrees awarded/conferred</b>				
Diploma	0	0	0	0
Certificates *	13	44	47	44
Associates	298	302	343	318
Total Number of Degrees Awarded to Louisiana Residents	307	344	381	356
Total Number of Degrees Awarded to Out of State Residents	4	2	9	6
* Includes Post-Associate certificates				
<b>Total number of degrees awarded by race/ethnicity</b>				
Hispanic	7	5	5	11
American Indian or Alaskan Native	4	1	3	2
Asian	1	1	1	3
Black, Non-Hispanic	51	58	52	48
Native Hawaiian or Other Pacific Islander	0	0	0	0
White, Non-Hispanic	233	263	293	285
Two or More Races	1	7	12	3
Nonresident Alien	2	0	6	2
Race/Ethnicity Unknown	12	11	18	8
<b>Total degrees awarded</b>				
Total degrees awarded in <b>STEM</b>	19	24	31	22
Total number of degrees awarded in <b>Nursing</b>	65	63	78	82
Total number of degrees awarded in <b>Allied Health</b>	31	57	50	45

## Louisiana State University Eunice

### Metric I. The following metrics will identify the number of degrees conferred by level and professions most important

*List of STEM/SMART CIP code/s: The following list of CIP codes is to serve as a guide but it is not intended to be inclusive of all possibilities. We recognize that some campuses have degree programs centered in schools or colleges that might dictate a different CIP code. The campus should make the appropriate adjustment. In addition, the CIP codes used by the campus should correlate to the Board of Regents. If there is a discrepancy and the campus applies the IPEDS CIP code, then the campus should identify this with a footnote.*

11  
14  
15  
26  
27  
40  
0109  
0110  
0111  
0112  
0301  
0303  
0305  
0306  
2901  
3001  
3006  
3008  
3010  
3016  
3018  
3019  
3024  
3025  
4101  
4102  
4103  
4199  
4211

#### ***Nursing CIP Code/s***

Nursing

#### ***Allied Health CIP Code/s***

Allied Health and Medical Assisting Services  
Allied Health Diagnostic, Intervention, and Treatment Professions



# Louisiana State University Eunice

Metric II. The following metrics will provide the campus enrollment trends.

Enrollment Headcount as of 14th Class Day	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
<b>Undergraduate</b>					
14th Day Enrollment for First Time Degree Seeking Freshmen	920	784	880	768	773
14th Day Degree Seeking New Transfer Student Enrollment	221	166	193	223	245
14th Day Degree Seeking Re-Admit Enrollment	160	129	129	129	134
Degree Seeking Continuing Undergraduates	1,347	1,400	1,349	1,299	1,259
First-Time Post-Baccalaureate	0	0	0	0	0
Non Degree Undergraduates	584	510	561	604	627
<b>Total Undergraduate Headcount as of 14th Class Day</b>	<b>3,232</b>	<b>2,989</b>	<b>3,112</b>	<b>3,023</b>	<b>3,038</b>
<b>Undergraduate - First Time Degree Seeking Freshmen</b>					
Full-time (In-State Residency)	749	635	695	600	610
Full-time (Non Residency)	45	43	68	63	49
Part-time (In-State Residency)	123	106	114	96	104
Part-time (Non Residency)	3	0	6	9	10
<b>Total First Time Degree Seeking Freshmen Headcount as of 14th Class Day</b>	<b>920</b>	<b>784</b>	<b>883</b>	<b>768</b>	<b>773</b>
<b>Undergraduate</b>					
Full-time (In-State Residency)	1,628	1,508	1,543	1,451	1,421
Full-time (Non Residency)	56	74	111	122	108
Part-time (In-State Residency)	1,540	1,403	1,459	1,407	1,446
Part-time (Non Residency)	8	4	29	43	63
<b>Total Undergraduate Headcount as of 14th Class Day</b>	<b>3,232</b>	<b>2,989</b>	<b>3,142</b>	<b>3,023</b>	<b>3,038</b>
<b>Graduate</b>					
Full-time (In-State Residency)	0	0	0	0	0
Full-time (Non Residency)	0	0	0	0	0
Part-time (In-State Residency)	0	0	0	0	0
Part-time (Non Residency)	0	0	0	0	0
<b>Total Graduate Headcount as of 14th Class Day</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Grand Total Headcount as of 14th Class Day (Undergraduate &amp; Graduate)</b>	<b>3,232</b>	<b>2,989</b>	<b>3,142</b>	<b>3,023</b>	<b>3,038</b>
<b>Total Undergraduate Full-Time-Equivalent (FTE) Enrollment as of 14th Class Day</b>	<b>2,669</b>	<b>2,533</b>	<b>2,621</b>	<b>2,501</b>	<b>2,540</b>
<b>Total Graduate Full-Time-Equivalent (FTE) Enrollment as of 14th Class Day</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total number of High School Dual Enrollments</b>	<b>530</b>	<b>466</b>	<b>561</b>	<b>588</b>	<b>612</b>

# Louisiana State University Eunice

**Metric II. The following metrics will provide the campus enrollment trends.**

First Time Degree Seeking Enrollment by Race and Ethnicity as of 14th Class Day	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Hispanic	32	31	30	18	12
American Indian or Alaska Native	4	6	4	7	4
Asian	5	2	6	6	9
Black or African American	267	196	294	197	216
Native Hawaiian or Other Pacific Islander	0	1	0	0	0
White	563	510	508	502	492
Two or More Races	24	26	10	17	21
Nonresident Alien	17	7	1	6	4
Race/Ethnicity Unknown	8	5	30	15	15
<b>Total</b>	<b>920</b>	<b>784</b>	<b>883</b>	<b>768</b>	<b>773</b>
<b>First Time Degree Seeking Enrollment by Gender as of 14th Class Day</b>					
Male	307	254	253	218	211
Female	613	530	630	550	562
<b>Total</b>	<b>920</b>	<b>784</b>	<b>883</b>	<b>768</b>	<b>773</b>
<b>Total Enrollment by Race and Ethnicity as of 14th Class Day</b>					
Hispanic	75	87	88	66	48
American Indian or Alaska Native	15	20	15	25	12
Asian	18	24	31	30	32
Black or African American	799	701	800	708	767
Native Hawaiian or Other Pacific Islander	2	1	1	2	1
White	2,172	2,029	2,040	2,047	2,023
Two or More Races	91	76	64	76	83
Nonresident Alien	22	20	9	8	10
Race/Ethnicity Unknown	38	31	94	61	62
<b>Total</b>	<b>3,232</b>	<b>2,989</b>	<b>3,142</b>	<b>3,023</b>	<b>3,038</b>
<b>Total Enrollment by Gender as of 14th Class Day</b>					
Male	933	842	828	791	767
Female	2,299	2,147	2,314	2,232	2,271
<b>Total</b>	<b>3,232</b>	<b>2,989</b>	<b>3,142</b>	<b>3,023</b>	<b>3,038</b>

# Louisiana State University Eunice

**Metric II. The following metrics will provide the campus enrollment trends.**

Louisiana Transfer Enrollment	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Transfer from Louisiana Community Colleges	85	52	56	65	92
Transfers from Louisiana Four-Year Universities	102	119	128	95	94
<b>Student Credit Hours (SCH)</b>					
Fall SCH	32,032	30,400	31,447	30,016	30,261
Spring SCH	27,675	25,406	26,407	25,478	
<b>Total number of students enrolled who received TOPS</b>					
Performance	140	130	121	122	90
Opportunity	326	322	325	363	285
Honors	31	28	24	26	31
Tech	112	149	203	183	159
<b>Total number of students enrolled who received TOPS</b>	<b>609</b>	<b>629</b>	<b>673</b>	<b>694</b>	<b>565</b>
<b>Enrollment by specified discipline</b>					
<b>Total number of student enrolled in STEM</b>	343	224	207	221	194
<b>Total number of students enrolled in Allied Health</b>	1,207	1,211	1,224	1,076	933
<b>Total number of students enrolled in Teacher Education ( Note BOR Teacher Education Initiative)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Teacher Education Regular Program	0	0	0	0	0
Teacher Education Alternative Program	0	0	0	0	0

*Note: Beginning with Fall 2014 reporting cycle, enrollment in STEM determined by the Complete College America (CCA) definition used by the Board of Regents. Data reported using CCA for 2008-09 through 2014-15*

*Note: Beginning with Fall 2014 reporting cycle, 14th day degree-seeking transfer enrollment includes fall and continuing summer transfers. This methodology used to report 2008-09 through 2015-16 data in December 2015.*

# Louisiana State University Eunice

## Metric II. The following metrics will provide the campus enrollment trends.

### List of STEM/SMART CIP code/s:

*The following list of CIP codes is to serve as a guide but it is not intended to be inclusive of all possibilities. We recognize that some campuses have degree programs centered in schools or colleges that might dictate a different CIP code. The campus should make the appropriate adjustment. In addition, the CIP codes used by the campus should correlate to the Board of Regents. If there is a discrepancy and the campus applies the IPEDS CIP code, then the campus should identify this with a*

11	Computer and Information Sciences and Support Services
14	Engineering
15	Engineering Technologies/Technicians
26	Biological and Biomedical Sciences
27	Mathematics and Statistics
40	Physical Sciences
0109	Animal Sciences
0110	Food Science and Technology
0111	Plant Sciences
0112	Soil Sciences
0301	Natural Resources Conservation and Research
0303	Fishing and Fisheries Sciences and Management
0305	Forestry
0306	Wildlife and Wildlands Science and Management
2901	Military Technologies
3001	Biological and Physical Sciences
3006	Systems Science and Theory
3008	Mathematics and Computer Science
3010	Biopsychology
3016	Accounting and Computer Science
3018	Natural Sciences
3019	Nutrition Sciences
3024	Neuroscience
3025	Cognitive Science
4101	Biology Technician/Biotechnology Laboratory Technician
4102	Nuclear and Industrial Radiologic Technologies/Technicians
4103	Physical Science Technologies/Technicians
4199	Science Technologies/Technicians Other
4211	Physiological Psychology/Psychobiology

### Allied Health CIP Code/s

51.08	Allied Health and Medical Assisting Services
51.09	Allied Health Diagnostic, Intervention, and Treatment Professions

# Louisiana State University Eunice

## Metric II. The following metrics will provide the campus enrollment trends.

### Variables Description

**Headcount Enrollment Undergraduate** – Total number of full-time and part-time students enrolled in courses for undergraduate credit.

**Headcount Enrollment Graduate** – Total number of full-time and part-time students enrolled in courses for graduate credit.

**Full-Time Equivalent (FTE)** – The calculation of FTE can vary by institution. However, FTE enrollment reported for this metric should reconcile to FTE data you report to the Louisiana BoR, SREB and IPEDS for your campus.

**Full-Time Student Undergraduate** - a student enrolled for 15 or more semester credits or 30 or more contact hours a week each term. (IPEDS)

**Dual Enrollment** - A student who is enrolled in high school but who is also enrolled, simultaneously, in a postsecondary institution are considered dual enrolled.

**Science Technology Engineering and Mathematics (STEM)** - STEM enrollment is calculated based on STEM CIP codes.

**Educations, Nursing, Allied Health** - Use the CIP codes as defined by IPEDS for these disciplines to determine the number of students enrolled and graduates in

# Louisiana State University Eunice

**Metric III. The following metric will identify the campus trends for retention, graduation, licensure and pass rate.**

## Analysis of First-time, Full-time, Associate Degree-seeking Freshmen

Cohort	Cohort	Head	% continuation	% continuation	% Graduation	% Graduation	% Graduation	% Graduation	% Graduation	% Graduation	% Graduation
Total	2018	497	51.11%	26.36%	0.0%	4.6%	7.60%	12.2%			
Total	2019	671	51.56%	23.85%	0.9%	6.0%					
Total	2020	744	47.45%	23.11%	0.4%						
Total	2021	660	50.30%								
Total	2022	652									

## Student Progression, Number of Full Time Student Completing

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Original Full-Time Cohort	FA07 - 1585	FA08 - 1609	FA09 - 1688	FA10_1655	FA11-1472	FA12-1394	FA13-1283	FA14-1351	FA15-1261	FA16-1388	FA17-1429
Up to 24 hours after 4 semesters	535	560	572	567	497	498	441	459	460	476	546
36 hours after 6 semesters	249	256	231	254	229	205	200	201	205	226	248
48 hours after 8 semesters	103	89	94	101	91	91	89	100	82	96	111

## Success of Academically "At Risk" Students (LSUE Pathways to Success Program - ACT Composite of less than 15)

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Fall-to-Fall retention rate	46%	45%	41%	47%	42%	46%	39%	43%	40%	40%	40%
Percentage of Program Students in Good Academic Standing	69%	68%	67%	76%	65%	69%	56%	57%	49%	45%	68%
Percentage of Students Dropped from the University for Poor Academic Performance	3%	4%	3%	4%	4%	5%	5%	3%	3%	4%	5%
Mean Grade Point Average of Program Students	2.361	2.286	2.266	2.312	2.387	2.33	2.162	2.326	2.019	2.026	2.021

## Employer Satisfaction Rate with Nursing and Allied Health Field Graduates

	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2016-2017	2017-2018	2017-2018	2019-2020	2020-2021	2022-2023
Nursing	100	100	100	100	100	100		100	100	NR	NR
Radiologic Technology	100	100	100	100	100	100	100	100	100	100	100
Respiratory Care	100	100	100	100	100	100	100	100	100	100	
Diagnostic Medical Sonography	100	100	100	100	100	NA	NA	NA	100	100	100
Surgical Technology	NA	NA	NA	NA	NA	NA	NA	NA	NR	100	

## Louisiana State University Eunice

**Metric V. The following metrics will identify the tuition and fee revenues, and, other revenue resources.**

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<b>Total Endowment Value</b>	1,981,610	1,837,643	2,109,241	2,191,846	2,315,053	2,347,515	3,125,122	2,961,868
Earned Interest on Endowments	78,306	69,489	76,554	79,046	84,067	86,549	96,603	99,519
Dollar amount of the endowment approved each fiscal year and made available for expenditures by the campus	78,306	69,489	76,554	79,046	84,067	86,549	96,603	99,519
<b>Total # of Foundations</b>	1	1	1	1	1	1	1	1
Foundations total Assets (\$ Amount)	2,216,806	2,138,652	2,284,262	2,416,910	2,916,166	3,250,416	4,023,968	4,398,486
<b>Total # of Board of Regents Support Fund</b>	7	7	8	8	11	15	21	26
Total Value (\$ Amount) of BoR Support Fund	971,532	923,446	1,021,031	1,086,106	1,116,027	1,195,712	1,707,440	1,671,003
<b>Total Gross Revenue Generated from tuition and fees</b>								
Total Gross Revenue From First-Time-Full-Time Freshmen	2,185,116	2,365,465	3,161,076	3,108,428	4,335,001	3,637,319	4,163,495	3,682,600.34
Gross Revenue From First-Time-Full-Time Freshmen (In-State Only)	2,113,027	2,318,743	2,885,181	2,193,895	3,861,157	3,221,460	3,582,626	3,148,587.42
Gross Revenue From First-Time-Full-Time Freshmen (Out-of-State Only)	72,089	46,722	275,894	214,533	473,844	415,859	580,869	534,012.92
Net Revenue From First-Time-Full-Time Freshmen	2,141,366	2,314,873	3,128,524	3,040,161	4,079,513	3,489,078	3,975,820	3,528,717.14
Net Revenue From First-Time-Full-Time Freshmen (In-State Only)	2,096,098	2,284,243	2,874,086	2,863,176	3,752,908	3,172,638	3,523,245	3,128,804.22
Net Revenue From First-Time-Full-Time Freshmen (Out-of-State Only)	45,269	30,630	254,438	176,895	326,605	316,440	452,575	3,128,804.22
<b>Financial Aid</b>								
Total institutional dollars awarded need based aid for entering freshmen class	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total institutional dollars awarded non-need aid for entering freshmen class	\$211,889	\$263,850	\$284,239	\$337,496	\$699,499	\$495,940	\$582,885	\$626,338
Total institutional dollars awarded need based aid for entering freshmen class LA residents	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total institutional dollars awarded non-need based aid for entering freshmen class LA residents	\$155,752	\$234,113	\$255,046	\$263,798	\$369,538	\$309,257	\$285,373	\$311,178.00
Total institutional dollars awarded need based aid for entering freshmen class non-residents	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total institutional dollars awarded non-need based aid for entering freshmen class non-residents	\$56,138	\$29,737	\$29,193	\$73,698	\$191,104	\$186,683	\$297,512	\$315,160
<b>State Appropriation per FTE <sup>1</sup></b>	\$2,351	\$2,765	\$2,457	\$2,300	\$2,224	\$3,108	\$2,012	\$2,330
<b>Net Revenue Generated from auxiliary enterprises (i.e., bookstores, dining services)</b>	\$142,286	\$103,965	\$42,390	(\$83,485)	\$677,652	\$457,244	\$533,168	(\$132,344)

<sup>1</sup> State Appropriation per FTE = the Board of Regents Formula Appropriations Per FTE which includes State General Fund and Statutory Dedications.

**Endowment Value** equals the market value of of the endowment as of June 30 of the reporting year.

## Louisiana State University Eunice

**Metric V. The following metrics will identify the tuition and fee revenues, and, other revenue resources.**

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**FTE** Full time equivalent

**Payout from Endowment** equal interest earned on endowment.

**Gross Revenue Generated from Student Enrollment FTE** equals revenue gain from student tuitions and fees.

**Net Revenue Generated from Student Enrollment FTE** equals gross revenue from enrollment headcount minus institutional supported financial aid.

**Net Revenue from Auxiliary** equal gross revenue generated from auxiliary enterprises minus debt services and other financial obligations.



## Louisiana State University Eunice

**Metric VI. The following metrics will identify teaching and research productivity per FTE faculty.**

	Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021	Fall 2022
Average Section Size in Lecture and Seminar courses						
Total Enrollment	9,159	10,138	9,512	10,012	9,414	9,610
Number of Sections	401	413	372	378	418	418
Average section size	23	25	26	26	23	23
Full-Time Academic FTE faculty assigned to classes						
Full-Time Academic FTE faculty assigned to classes	67.4	55.6	62.8	69.0	69.4	69.5
Part-Time Academic FTE faculty assigned to classes						
Part-Time Academic FTE faculty assigned to classes	24.4	25.4	23.3	19.0	18.3	17.4
Non-Academic FTE assigned to classes						
Non-Academic FTE assigned to classes	1.4	1.5	4.1	1.5	2.6	4.6
Sections taught by full-time faculty						
Sections taught by full-time faculty	344	307	341	371	388	380
Sections taught by part-time faculty						
Sections taught by part-time faculty	128	143	120	96	93	89
Sections taught by non-academic staff						
Sections taught by non-academic staff	7	8	34	10	21	36
Total sections	479	458	495	478	502	505
Total class sections taught per FTE full-time faculty						
Total class sections taught per FTE full-time faculty	5.1	5.5	5.4	5.4	5.6	5.5
Total class sections taught per FTE part-time faculty						
Total class sections taught per FTE part-time faculty	5.2	5.6	5.1	5.1	5.1	5.1
Total class sections taught per FTE non-academic staff						
Total class sections taught per FTE non-academic staff	5.0	5.3	8.3	6.7	8.1	7.8
% class sections taught by full-time faculty						
% class sections taught by full-time faculty	71.8	67.0	68.9	77.6	77.3	75.2
% class sections taught by part-time faculty						
% class sections taught by part-time faculty	26.7	31.2	24.2	20.1	18.5	17.6
% class sections taught by non-academic staff						
% class sections taught by non-academic staff	1.5	1.7	6.9	2.1	4.2	7.1
Total student credit hours						
Total student credit hours	29,027	30,308	31,917	31,561	30,016	30,577
Total SCH's taught by full-time faculty						
Total SCH's taught by full-time faculty	22,173	20,941	23,505	25,241	23,425	23,570
Total SCH's taught by part-time faculty						
Total SCH's taught by part-time faculty	6,623	8,959	7,401	5,744	5,905	5,469
Total SCH's taught by non-academic staff						
Total SCH's taught by non-academic staff	231	408	1,011	576	686	1,538
Total SCH's taught per FTE full-time faculty						
Total SCH's taught per FTE full-time faculty	329.0	376.6	374.6	365.8	337.5	339.1
Total SCH's taught per FTE part-time faculty						
Total SCH's taught per FTE part-time faculty	271.4	352.7	317.5	302.3	322.7	314.3
Total SCH's taught per FTE non-academic staff						
Total SCH's taught per FTE non-academic staff	165.0	272.0	246.6	384.0	263.8	334.3
% SCH's taught by full-time faculty						
% SCH's taught by full-time faculty	76.4%	69.1%	73.6%	80.0%	78.0%	77.1%
% SCH's taught by part-time faculty						
% SCH's taught by part-time faculty	22.8%	29.6%	23.2%	18.2%	19.7%	17.9%
% SCH's taught by non-academic staff						
% SCH's taught by non-academic staff	0.8%	1.3%	3.2%	1.8%	2.3%	5.0%

## Louisiana State University Eunice

**Metric VI. The following metrics will identify teaching and research productivity per FTE faculty.**

Annual	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Total Annual student credit hours, fall & spring	59,840	59,707	59,514	61,713	55,494
FTE students	2,493	2,488	2,480	2,571	2,312
Direct instructional expenditures	7,567,227	7,657,437	7,380,620	7,371,252	7,182,680
Direct instructional expenditures per SCH	126	128	124	119	129
Direct instructional expenditures per FTE student	3,035	3,078	2,976	2,867	3,107
Personnel cost as % of Direct Instructional Expenditures	96.78	96.45	96.88	98.03	96.46
Total FTE faculty (instruction, research, public service)	82.56	90.19	90.06	90.4	91.5
Full-time FTE faculty as % of total FTE faculty	67.34%	69.58%	76.62%	76.77%	75.96%

### Definitions:

**Direct Expenditures for Instructions:** Total Direct Instructional Expenditures include data in certain functional areas - instruction, research, and public service. Direct expenditure data reflect costs incurred for personnel compensation, supplies, and services used in the conduct of each of these functional areas. They include acquisition costs of capital assets such as equipment and library books to the extent that funds are budgeted for the use of departments for instruction, research, and public service. Similar to the Delaware Study, exclude centrally allocated computing costs and centrally supported computer labs, and graduate student tuition remission and fee waivers.

**Instruction:** Instruction includes general academic instruction, occupational and vocational instruction, community education, preparatory and adult basic education, and remedial and tutorial instruction conducted by the teaching faculty for the institution's students. Departmental research and service **which are not separately budgeted** should be included under instruction. In other words, department research which is externally funded should be excluded from instructional expenditures, as should any departmental funds which were expended for the purpose of matching external research funds as part of a contractual or grant obligation. EXCLUDE expenditures for academic administration where the primary function is administration. For example, exclude deans, but include department chairs.)

Disaggregate total direct instructional expenditures for the institution into the following categories:

**Salaries:** Report all wages paid to support the instructional function in a given department or program during the fiscal year. While these will largely be faculty salaries, be sure to include clerical (e.g., department secretary), professionals (e.g., lab technicians), Graduate student stipends (but not tuition waivers), and any other personnel who support the teaching function and whose salaries and wages are paid **from the institution's instructional budget**.

**Benefits:** Report expenditures for benefits associated with the personnel for whom salaries and wages were reported on the previous entry. If you cannot separate benefits from salaries, but benefits are included in the salary figure you have entered, indicate "Included in Salaries" in the data field. Some institutions book benefits centrally and do not disaggregate to the department level. If you can compute the appropriate benefit amount for the department/program, please do so and enter the data. If you cannot do so, leave the benefit amount as zero and we will impute a cost factor based upon the current benefit rate for your institution, as published in Academe. If no rate is available, we will use a default value of 28%.

**Other Than Personnel Costs:** This category includes non-personnel items such as travel, supplies and expense, non-capital equipment purchases, etc., that are typically part of an instructional department or program's cost of doing business. *Excluded* from this category are items such as central computing costs, centrally allocated computing labs, graduate student tuition remission and fee waivers, etc.

## Louisiana State University Eunice

**Metric VI. The following metrics will identify teaching and research productivity per FTE faculty.**

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**Research:** This category includes all funds expended for activities specifically organized to produce research outcomes and commissioned by an agency either external to the institution or **separately budgeted** by an organizational unit within the institution. Report total research expenditures only. It is not necessary to disaggregate costs for this category.

**Public Service:** Report all funds **separately budgeted** specifically for public service and expended for activities established primarily to provide non-instructional services beneficial to groups external to the institution. Examples include cooperative extension and community outreach projects. Report total service expenditures only. It is not necessary to disaggregate costs for this category.

**Federally Funded Research:** As defined by NSF

**Total Research and Expenditures:** As defined by NSF

## Louisiana State University Eunice National Benchmark Report

	Success rates in developmental courses			Success rates in the first general education course after developmental courses.			The percentage of students who completed their developmental education sequence
	English	Math	Reading	English	Math	Reading/Social Sciences	
Louisiana State University Eunice	57%	44%	74%	72%	62%	84%	45%
National Average	63%	50%	63%	78%	62%	78%	40%

### Notes:

- Citation for current research: Chen, X. (2016). Remedial Coursetaking at U.S. Public 2- and 4-Year Institutions: Scope, Experiences, and Outcomes (NCES 2016-405). U.S. Department of Education. Washington, DC: National Center for Education Statistics. Retrieved January 15, 2018 from <http://nces.ed.gov/pubsearch>
- Developmental English, Math, and Reading calculated for AY 2018-2019. Completion of the general education course work is for students beginning as new first-time freshmen in AY 2014-2015 and completing the first general education same subject area in six years.
- Math at 44% was calculated using an overall for MATH 0001, MATH 0015, and MATH 0021  $n = (247 \text{ with an A, B, or C}) / (\text{total } n=436)$ .
- Program Completion in Pathways to Success only calculated through Spring 2020 based on new first-time students entering in AY 2014-2015.

**Louisiana State University Shreveport  
Metric Data**



**April 21, 2023**



# Louisiana State University Shreveport

## Executive Summary

### LSU Shreveport Performance Metrics

2/1/2023

LSU Shreveport saw increases in several key metrics for the current reporting cycle including record highs in the number of degrees awarded and a three percentage point increase in second year retention. Enrollment was down slightly year over year. The six-year graduation rate fell back from its all-time high, while the four-year rate saw an increase. The number of tenure/tenure track faculty assigned to classes increased to its highest level.

#### **Metric I - Degrees Awarded**

The total number of degrees awarded at LSUS increased by 6.0% to 3,934--an all-time high. The number of masters degrees awarded rose by 8.0%, while the number of bachelors degrees awarded decreased by 5.6%.

#### **Metric II - Enrollment**

Fall enrollment declined by 1.8% to 8,721. Undergraduate enrollment shrunk by 0.5%, while graduate level enrollment decreased by 2.3%. Enrollment of first-time, degree-seeking freshmen remained level compared to the previous fall. High school dual enrollment was up by 20%.

#### **Metric III - Student Success**

The six-year graduation rate showed a sharp decline compared to the previous year, stepping back from its all-time high. However, the four-year graduation rate saw an increase. Second year retention for first-time, full-time freshmen grew by three percentage points compared to the previous year. Graduation rates for LA community college transfers increased across all intervals, with the four-year rate showing the largest increase.

#### **Metric IV - Research Expenditures**

To be populated.

#### **Metric V - Technology Transfer**

To be populated.

#### **Metric VI - Revenues**

The market value of endowments dropped by 13.3%. Net revenue from first-time, full-time freshmen decreased 4.7% compared to the previous year. State appropriations per FTE jumped by 30.3%.

#### **Metric VII - Faculty Productivity**

SCH enrollment declined 11.6% in Fall 2021 compared the previous year. The number of SCH's taught per tenure/tenure track faculty and per non-tenure/non-tenure track faculty both decreased. The number of tenure/tenure track faculty assigned to classes increased to its highest level.

#### **Benchmark with Peers**

LSUS receives significantly lower state appropriations per FTE student than its peer institutions. As a consequence, LSUS relies on higher tuition and fees per FTE student than its peers. LSUS's combined total of tuition, fees, and state appropriations per FTE student also trails those of its peers.

**LSUS MISSION:**

**The mission of LSUS is to:**

**Educate** a diverse population of graduate and undergraduate students by promoting critical thought and student development through creative techniques and active learning.

**Engage** in regional and global thought leadership through community collaboration and service.

**Innovate** and foster opportunities to enhance the application of knowledge and intellectual discovery through faculty and student research and creative endeavors.



# Louisiana State University Shreveport

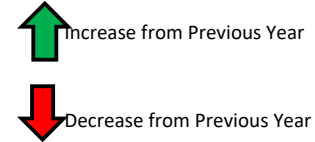
## Metrics at a Glance

2021-2022

Legend:

Statistic	
X	Y
Z	%

Most Recent Available  
% Change from Previous Year



Metric I Degrees Awarded	Metric II Enrollment	Metric III Student Success	Metric IV Research Expenditures	Metric V Technology Transfer	Metric VI Revenues	Metric VII Instruction Productivity
<b>Bachelors</b> 447      422 398      ↓ -5.6%	<b>14th Day Enrollment for First Time Degree Seeking Freshmen</b> 339      306 293      ⇒ 0.0%	<b>Average ACT Score</b> 23.0      21.7 21.7      ↓ -2.7%	<b>Physical Sciences (shown in thousands)</b> 324      23 7      ↑ 228.6%	<b>Invention Disclosures</b> 11      5 3      ↑ 66.7%	<b>Market Value of Endowments</b> 28,887,195      25,050,947 23,433,465      ↓ -13.3%	<b>SCH Enrollment in Fall Semester Lecture and Seminar Courses</b> 26,337      23,286 17,099      ↓ -11.6%
<b>Masters</b> 3,501      3,501 911      ↑ 8.0%	<b>Grand Total Headcount as of 14th Class Day (Undergraduate &amp; Graduate)</b> 9,955      8,721 7,036      ↓ -1.8%	<b>Second Year Retention</b> 66.2%      64.0% 61.3%      ↑ 4.3%	<b>Mathematical Sciences (shown in thousands)</b> 0      0 0      ⇒ 0.0%	<b>Licenses\Options Executed</b> 0      0 0      #DIV/0!	<b>Total Gross Revenue From First-Time-Full-Time Freshmen</b> 2,727,637      2,485,908 2,324,844      ↓ -6.1%	<b>Tenure/tenure track (T/TT) FTE faculty assigned to classes</b> 133      133 84      ↑ 11.7%
<b>Specialist</b> 10      2 2      ↓ -71.4%	<b>Total number of High School Dual Enrollments</b> 310      310 224      ↑ 20.2%	<b>Third Year Retention</b> 52.5%      46.2% 45.9%      ↑ 0.4%	<b>Computer Sciences (shown in thousands)</b> 441      338 316      ⇒ 0.0%	<b>New Patents Filed - Total</b> 11      3 0      #DIV/0!	<b>Net Revenue From First-Time-Full-Time Freshmen</b> 1,661,975      1,484,013 1,420,066      ↓ -4.7%	<b>Non tenure/tenure track FTE faculty assigned to classes</b> 73      64 44      ↓ -11.9%
<b>Grand Total Number of Degrees Awarded</b> 3,934      3,934 1,317      ↑ 6.0%	<b>Total number of students enrolled who received TOPS</b> 675      585 568      ↓ -12.2%	<b>Six Year Graduation Rate</b> 37.8%      30.3% 30.3%      ↓ -19.7%	<b>Total all Disciplines (shown in thousands)</b> 723      462 462      ⇒ 0.0%	<b>Active License Agreements</b> 0      0 0      ⇒ 0.0%	<b>State Appropriation per FTE</b> 2,973      2,973 1,536      ↑ 30.3%	<b>Total SCH's taught per FTE T/TT faculty</b> 528      413 413      ↓ -21.7%
<b>Total degrees awarded in STEM</b> 118      70 70      ↓ -32.0%	<b>Total number of student enrolled in STEM</b> 585      486 486      ↓ -4.9%	<b>LA Community College Transfer Student Second Year Retention</b> 81.3%      81.3% 56.4%      ↑ 14.4%	<b>Total number of FTE T/TT faculty holding grants</b> 0      0 0      #DIV/0!	<b>Licenses Generating Income</b> 0      0 0      ⇒ 0.0%	<b>Net Revenue Generated from auxiliary enterprises</b> -90,107      -292,206 -1,135,573      ↑ 74.3%	<b>Total SCH's taught per FTE non T/TT faculty</b> 461      402 344      ↓ -10.4%
	<b>Total number of students enrolled in Teacher Education ( Note BOR Teacher Education Initiative)</b> 929      802 564      ↓ -0.6%	<b>LA Community College Transfer Student 6-Year Grad Rate</b> 49.0%      49.0% 38.2%      ↑ 12.6%	<b>Research dollars per FTE T/TT</b> 17,674      0 6,903      ⇒ 0.0%	<b>Total Licensing Income</b> 0      0 0      ⇒ 0.0%		<b>Tenure/Tenure Track FTE faculty as % of total FTE faculty</b> 67.6%      67.6% 62.2%      ↑ 8.7%

# Louisiana State University Shreveport

Metric I. The following metrics will identify the the number of degrees conferred by level and professions that are most important to Louisiana.

Louisiana State University Shreveport	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<b>Total number of degrees awarded/conferred</b>					
Bachelors	398	425	400	447	422
Doctoral	4	2	11	13	9
Masters	911	1709	2259	3243	3501
Specialist	4	7	10	7	2
Grand Total Number of Degrees Awarded	1317	2143	2680	3710	3934
<b>Total number of degrees awarded by race/ethnicity</b>					
Hispanic	64	113	144	231	205
American Indian or Alaskan Native	6	5	8	10	18
Asian	33	67	75	119	136
Black, Non-Hispanic	290	426	528	697	696
Native Hawaiian or Other Pacific Islander	0	2	5	7	14
White, Non-Hispanic	683	1,050	1,287	1,766	1,990
Two or More Races	35	60	80	113	136
Nonresident Alien	39	67	116	161	153
Race/Ethnicity Unknown	167	353	437	606	586
<b>Total degrees awarded</b>	1,317	2,143	2,680	3,710	3,934
Total degrees awarded in <b>STEM</b>	118	118	90	103	70
<b>Total Teacher Education completions (Note BOR Teacher Education Initiatives)</b>					
Total number of degrees awarded in <b>Allied Health</b>	0	0	0	0	0
Total Completed (Regular Program)	29	25	22	29	22
Number Passed (Regular Program)	29	25	22	29	22
Percentage Passed (Regular Program)	100%	100%	100%	100%	100%
Total Completed (Alternate Program)	8	6	6	8	3
Number Passed (Alternate Program)	8	6	6	8	3
Percentage Passed (Alternate Program)	100%	100%	100%	100%	100%

# Louisiana State University Shreveport

**Metric I.** The following metrics will identify the the number of degrees conferred by level and professions that are most important to Louisiana.

*List of STEM/SMART CIP code/s: The following list of CIP codes is to serve as a guide but it is not intended to be inclusive of all possibilities. We recognize that some campuses have degree programs centered in schools or colleges that might dictate a different CIP code. The campus should make the appropriate adjustment. In addition, the CIP codes used by the campus should correlate to the Board of Regents. If there is a discrepancy and the campus applies the IPEDS CIP code, then the campus should identify this with a footnote.*

11  
14  
15  
26  
27  
40  
0109  
0110  
0111  
0112  
0301  
0303  
0305  
0306  
2901  
3001  
3006  
3008  
3010  
3016  
3018  
3019  
3024  
3025  
4101  
4102  
4103  
4199  
4211

## **Education CIP Codes/**

Education

## **Nursing CIP Code/s**

Nursing

## **Allied Health CIP Code/s**

Allied Health and Medical Assisting Services  
Allied Health Diagnostic, Intervention, and Treatment  
Professions

# Louisiana State University Shreveport

Metric II. The following metrics will provide the campus enrollment trends.

Enrollment Headcount as of 14th Class Day	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
<b>Undergraduate</b>					
14th Day Enrollment for First Time Degree Seeking Freshmen	293	338	339	306	306
14th Day Degree Seeking New Transfer Student Enrollment	378	389	330	313	292
14th Day Degree Seeking Re-Admit Enrollment	151	144	106	136	138
Degree Seeking Continuing Undergraduates	1,353	1,422	1,515	1,441	1,401
First-Time Post-Baccalaureate	0	0	0	0	0
Non Degree Undergraduates	336	284	263	281	328
<b>Total Undergraduate Headcount as of 14th Class Day</b>	<b>2,511</b>	<b>2,577</b>	<b>2,553</b>	<b>2,477</b>	<b>2,465</b>
<b>Undergraduate - First Time Degree Seeking Freshmen</b>					
Full-time (In-State Residency)	267	308	299	275	261
Full-time (Non Residency)	18	23	25	23	27
Part-time (In-State Residency)	6	6	14	8	15
Part-time (Non Residency)	2	1	1	0	3
<b>Total First Time Degree Seeking Freshmen Headcount as of 14th Class Day</b>	<b>293</b>	<b>338</b>	<b>339</b>	<b>306</b>	<b>306</b>
<b>Undergraduate</b>					
Full-time (In-State Residency)	1,428	1,526	1,496	1,457	1,402
Full-time (Non Residency)	182	202	223	215	208
Part-time (In-State Residency)	845	777	755	717	748
Part-time (Non Residency)	56	72	79	88	107
<b>Total Undergraduate Headcount as of 14th Class Day</b>	<b>2,511</b>	<b>2,577</b>	<b>2,553</b>	<b>2,477</b>	<b>2,465</b>
<b>Graduate</b>					
Full-time (In-State Residency)	370	436	500	429	498
Full-time (Non Residency)	622	810	1,288	915	985
Part-time (In-State Residency)	1,161	1,318	1,285	1,238	1,216
Part-time (Non Residency)	2,372	3,438	4,329	3,822	3,557
<b>Total Graduate Headcount as of 14th Class Day</b>	<b>4,525</b>	<b>6,002</b>	<b>7,402</b>	<b>6,404</b>	<b>6,256</b>
<b>Grand Total Headcount as of 14th Class Day (Undergraduate &amp; Graduate)</b>	<b>7,036</b>	<b>8,579</b>	<b>9,955</b>	<b>8,881</b>	<b>8,721</b>
<b>Total Undergraduate Full-Time-Equivalent (FTE) Enrollment as of 14th Class Day</b>	<b>1,841</b>	<b>1,931</b>	<b>1,936</b>	<b>1,859</b>	<b>1,813</b>
<b>Total Graduate Full-Time-Equivalent (FTE) Enrollment as of 14th Class Day</b>	<b>2,326</b>	<b>3,068</b>	<b>3,921</b>	<b>3,277</b>	<b>3,310</b>
<b>Total number of High School Dual Enrollments</b>	<b>299</b>	<b>245</b>	<b>224</b>	<b>258</b>	<b>310</b>

# Louisiana State University Shreveport

## Metric II. The following metrics will provide the campus enrollment trends.

First Time Degree Seeking Enrollment by Race and Ethnicity as of 14th Class Day	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Hispanic	19	16	20	0	0
American Indian or Alaska Native	4	2	2	0	3
Asian	5	6	5	4	9
Black or African American	57	53	61	54	73
Native Hawaiian or Other Pacific Islander	0	1	2	0	1
White	146	198	176	194	172
Two or More Races	18	21	29	22	21
Nonresident Alien	9	9	13	21	18
Race/Ethnicity Unknown	35	32	31	11	9
<b>Total</b>	<b>293</b>	<b>338</b>	<b>339</b>	<b>306</b>	<b>306</b>

First Time Degree Seeking Enrollment by Gender as of 14th Class Day	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Male	115	145	140	132	135
Female	178	193	199	174	171
<b>Total</b>	<b>293</b>	<b>338</b>	<b>339</b>	<b>306</b>	<b>306</b>

Total Enrollment by Race and Ethnicity as of 14th Class Day	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Hispanic	405	498	660	289	63
American Indian or Alaska Native	29	31	38	63	66
Asian	179	234	269	285	318
Black or African American	1,480	1,805	1,985	1,942	2,116
Native Hawaiian or Other Pacific Islander	10	19	21	19	22
White	3,373	4,023	4,661	4,808	5,048
Two or More Races	220	292	370	338	356
Nonresident Alien	256	333	385	325	345
Race/Ethnicity Unknown	1,084	1,344	1,566	812	387
<b>Total</b>	<b>7,036</b>	<b>8,579</b>	<b>9,955</b>	<b>8,881</b>	<b>8,721</b>

Total Enrollment by Gender as of 14th Class Day	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Male	2,933	3,541	4,118	3,513	3,362
Female	4,103	5,038	5,837	5,368	5,359
<b>Total</b>	<b>7,036</b>	<b>8,579</b>	<b>9,955</b>	<b>8,881</b>	<b>8,721</b>

# Louisiana State University Shreveport

**Metric II. The following metrics will provide the campus enrollment trends.**

Louisiana Transfer Enrollment	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Transfer from Louisiana Community Colleges	157	159	122	124	100
Transfers from Louisiana Four-Year Universities	110	120	84	70	81
<b>Student Credit Hours (SCH)</b>					
Fall SCH	55,526	65,789	76,102	67,217	66,905
Spring SCH	58,135	65,926	73,499	63,850	
<b>Total number of students enrolled who received TOPS</b>					
Performance	188	180	216	213	169
Opportunity	281	339	342	330	318
Honors	99	106	117	123	98
Tech	0	0	0	0	0
<b>Total number of students enrolled who received TOPS</b>	<b>568</b>	<b>625</b>	<b>675</b>	<b>666</b>	<b>585</b>
<b>Enrollment by specified discipline</b>					
<b>Total number of student enrolled in STEM</b>	<b>585</b>	<b>576</b>	<b>569</b>	<b>511</b>	<b>486</b>
<b>Total number of students enrolled in Allied Health</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total number of students enrolled in Teacher Education ( Note BOR Teacher Education Initiative)</b>	<b>564</b>	<b>702</b>	<b>929</b>	<b>807</b>	<b>802</b>
Teacher Education Regular Program	540	673	893	793	791
Teacher Education Alternative Program	24	29	36	14	11

# Louisiana State University Shreveport

## Metric II. The following metrics will provide the campus enrollment trends.

*List of STEM/SMART CIP code/s:*  
*some campuses have degree programs centered in schools or colleges that might dictate a different CIP code. The campus should make the appropriate adjustment. In addition, the CIP codes used by the campus should correlate to the Board of Regents. If there is a discrepancy and the campus applies the IPEDS CIP code, then the campus should identify this with a*

11	Computer and Information Sciences and Support Services
14	Engineering
15	Engineering Technologies/Technicians
26	Biological and Biomedical Sciences
27	Mathematics and Statistics
40	Physical Sciences
0109	Animal Sciences
0110	Food Science and Technology
0111	Plant Sciences
0112	Soil Sciences
0301	Natural Resources Conservation and Research
0303	Fishing and Fisheries Sciences and Management
0305	Forestry
0306	Wildlife and Wildlands Science and Management
2901	Military Technologies
3001	Biological and Physical Sciences
3006	Systems Science and Theory
3008	Mathematics and Computer Science
3010	Biopsychology
3016	Accounting and Computer Science
3018	Natural Sciences
3019	Nutrition Sciences
3024	Neuroscience
3025	Cognitive Science
4101	Biology Technician/Biotechnology Laboratory Technician
4102	Nuclear and Industrial Radiologic Technologies/Technicians
4103	Physical Science Technologies/Technicians
4199	Science Technologies/Technicians Other
4211	Physiological Psychology/Psychobiology

**Allied Health CIP Code/s**

51.08	Allied Health and Medical Assisting Services
51.09	Allied Health Diagnostic, Intervention, and Treatment Professions

### Variables Description

**Headcount Enrollment Undergraduate** – Total number of full-time and part-time students enrolled in courses for undergraduate credit.  
**Headcount Enrollment Graduate** – Total number of full-time and part-time students enrolled in courses for graduate credit.  
**Full-Time Equivalent (FTE)** – The calculation of FTE can vary by institution. However, FTE enrollment reported for this metric should reconcile to FTE data you report to the Louisiana BoR, SREB and IPEDS for your campus.  
**Full-Time Student Undergraduate** - a student enrolled for 15 or more semester credits or 30 or more contact hours a week each term. (IPEDS)  
**Dual Enrollment** - A student who is enrolled in high school but who is also enrolled, simultaneously, in a postsecondary institution are considered dual enrolled.  
**Science Technology Engineering and Mathematics (STEM)** - STEM enrollment is calculated based on STEM CIP codes.  
**Educations, Nursing, Allied Health** - Use the CIP codes as defined by IPEDS for these disciplines to determine the number of students enrolled and graduates in these field of

# Louisiana State University Shreveport

**Metric III. The following metric will identify the campus trends for retention, graduation, licensure and pass rate.**

## Analysis of First-time, Full-time, Baccalaureate Degree-Seeking Freshmen

Cohort Type	Cohort Year	Head Count	Average ACT	% continuation to_2nd_Yr	% continuation to_3rd_Yr	Cumulative% Graduating after 4 Yrs	Cumulative % Graduating after 5 Yrs	Cumulative % Graduating after 6 Yrs	Cumulative e% Graduating after 7 Yrs
Total	2013	318	22.5	66.2%	48.4%	14.6%	27.2%	31.6%	32.0%
Total	2014	330	23.0	64.5%	50.0%	17.6%	32.4%	36.4%	38.2%
Total	2015	347	22.3	61.9%	49.0%	22.7%	32.2%	37.8%	39.2%
Total	2016	252	22.6	63.9%	45.9%	17.6%	29.1%	30.3%	
Total	2017	277	22.7	63.5%	46.6%	18.8%	27.8%		
Total	2018	280	22.8	65.7%	52.5%	21.4%			
Total	2019	328	22.4	61.3%	46.0%				
Total	2020	318	22.5	61.3%	46.2%				
Total	2021	297	22.3	64.0%					
Total	2022	288	21.7						

## Louisiana Community College Transfers (LACCT) Includes Full-Time Degree-Seeking Students

LACCT	2013	135		56.4%	42.2%	28.3%	37.2%	38.2%	41.2%
LACCT	2014	136		58.8%	40.4%	33.3%	36.4%	38.3%	41.0%
LACCT	2015	127		64.6%	41.1%	35.9%	39.2%	43.5%	43.5%
LACCT	2016	101		66.3%	42.6%	44.7%	46.5%	49.0%	
LACCT	2017	98		62.5%	39.6%	44.8%	47.2%		
LACCT	2018	108		64.5%	42.3%	51.3%			
LACCT	2019	104		73.3%	49.5%				
LACCT	2020	77		71.1%	44.0%				
LACCT	2021	81		81.3%					
LACCT	2022	66							



# Louisiana State University Shreveport

**Metric III. The following metric will identify the campus trends for retention, graduation, licensure and pass rate.**

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
<b>Number of students passing licensure exams</b>										
Undergraduate Teacher Education	40/40	43/43	41/41	41/41	33/33	29	25	22	29	22
Alternative Teacher Certification	47/47	49/49	7/7	11/11	9/9	8	6	6	8	3
Specialist in School Psychology	3	4/4	3/3	7/7	5/5	4	7	10	7	2
Educational Leadership	15	10/10	9/9	5/5	6/6	7	72	129	182	195
MED Administration	0	0	0	0	0	0	0	0	0	0

# Louisiana State University Shreveport

## IV. The following metrics will identify the effectiveness of campus research and technology transfer to benefit the state's economic development.

Research Expenditures Field of Science & Engineering	FY 2018		FY 2019		FY 2020		FY 2021		FY 2022	
	Total	Federal	Total	Federal	Total	Federal	Total	Federal	Total	Federal
<b>a. Engineering (Total)</b>	0	0	0	0	0	0	0	0	0	0
(1) Aeronautical & astronautical	0	0	0	0	0	0	0	0	0	0
(2) Bioengineering/biomedical engineering	0	0	0	0	0	0	0	0	0	0
(3) Chemical	0	0	0	0	0	0	0	0	0	0
(4) Civil	0	0	0	0	0	0	0	0	0	0
(5) Electrical	0	0	0	0	0	0	0	0	0	0
(6) Mechanical	0	0	0	0	0	0	0	0	0	0
(7) Metallurgical & materials	0	0	0	0	0	0	0	0	0	0
(8) Other	0	0	0	0	0	0	0	0	0	0
<b>b. Physical Sciences (Total)</b>	324	239	179	97	64	51	7	2	23	0
(1) Astronomy	0	0	0	0	0	0	0	0	0	0
(2) Chemistry	324	239	179	97	64	51	7	2	0	0
(3) Physics	0	0	0	0	0	0	0	0	0	0
(4) Other	0	0	0	0	0	0	0	0	23	0
<b>c. Environmental Sciences (Total)</b>	0	0	0	0	0	0	0	0	0	0
(1) Atmospheric	0	0	0	0	0	0	0	0	0	0
(2) Earth sciences	0	0	0	0	0	0	0	0	0	0
(3) Oceanography	0	0	0	0	0	0	0	0	0	0
(4) Other	0	0	0	0	0	0	0	0	0	0
<b>d. Mathematical Sciences (Total)</b>	0	0	0	0	0	0	0	0	0	0
<b>e. Computer Sciences (Total)</b>	355	299	339	249	316	218	338	263	441	389
<b>f. Life Sciences (Total)</b>	13	9	33	20	112	52	115	8	235	179
(1) Agricultural	0	0	0	0	0	0	0	0	0	0
(2) Biological	13	9	33	20	112	52	115	8	235	179
(3) Medical	0	0	0	0	0	0	0	0	0	0
(4) Other	0	0	0	0	0	0	0	0	0	0
<b>g. Psychology (Total)</b>	0	0	0	0	0	0	0	0	0	0
<b>h. Social Sciences (Total)</b>	0	0	0	0	0	0	0	0	0	0
(1) Economics	0	0	0	0	0	0	0	0	0	0
(2) Political science	0	0	0	0	0	0	0	0	0	0
(3) Sociology	0	0	0	0	0	0	0	0	0	0
(4) Other	0	0	0	0	0	0	0	0	0	0
<b>i. Other Sciences, not elsewhere classified (Total)</b>	15	0	21	0	2	0	2	0	24	0
<b>j. Total (sum of a through i)</b>	707	547	572	366	494	321	462	273	723	568

Faculty Research:	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
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Total number of FTE T/TT faculty holding grants  
 Percent of FTE T/TT faculty holding grants  
 Research dollars per FTE T/TT

# Louisiana State University Shreveport

## Metric V: Technology Transfer

(The following metric will provide technology transfer data.)

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Invention Disclosures	11	8	5	3	5
Licenses\Options Executed	0	0	0	0	0
New Patents Filed - Total	11	5	1	0	3
New Patents Filed - First in Family	0	1	1	0	3
US Patents Issued	1	4	0	2	1
Active License Agreements	0	0	0	0	0
Licenses Generating Income	0	0	0	0	0
Total Licensing Income	\$0	\$0	\$0	\$0	\$0
Start-up Companies Formed	0	0	0	0	0
Legal Fees Expended	\$6,737	\$12,145	\$3,278	\$8,797	\$225
Legal Fees Reimbursed	\$0	\$0	\$0	\$0	\$0
Percent of Expenses Reimbursed	0%	0%	0%	0%	0%
Legal Fees as a % License Income	0%	0%	0%	0%	0%

### LEGEND:

\* = 2015-2016 was the first year to track

# Louisiana State University Shreveport

Metric VI. The following metrics will identify the tuition and fee revenues, and, other revenue resources.

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<b>Annual Gifts</b>					
Gifts per Annum					
<b>Total Endowment Value</b>	\$ 23,934,179	\$ 26,333,441	\$ 23,433,465	\$ 28,887,195	\$ 25,050,947
Earned Interest on Endowments	\$ 826,019	\$ 577,556	\$ 851,510	\$ 454,130	\$ 952,838
Dollar amount of the endowment approved each fiscal year and made available for expenditures by the campus	\$ 858,570	\$ 931,995	\$ 927,624	\$ 972,624	\$ 1,042,461
<b>Total # of Foundations</b>					
Foundations total Assets (\$ Amount)	\$ 26,380,644	\$ 26,374,823	\$ 25,104,661	\$ 32,890,849	\$ 29,097,303
<a href="#">Click here to go to the Foundations Supplemental Table</a>					
<b>Total # of Board of Regents Support Fund</b>					
Total Value (\$ Amount) of BoR Support Fund	\$ 7,360,774	\$ 7,655,113	\$ 7,349,007	\$ 9,211,449	\$ 7,241,321
<a href="#">Click here to go to the BoR Support Funds Supplemental Table</a>					
<b>Total Gross Revenue Generated from tuition and fees</b>					
Total Gross Revenue From First-Time-Full-Time Freshmen	\$ 2,597,267	\$ 2,324,844	\$ 2,727,637	\$ 2,648,532	\$ 2,485,908
Gross Revenue From First-Time-Full-Time Freshmen (In-State Only)	\$ 1,743,800	\$ 1,956,192	\$ 2,256,580	\$ 2,140,691	\$ 2,014,848
Gross Revenue From First-Time-Full-Time Freshmen (Out-of-State Only)	\$ 853,467	\$ 368,653	\$ 471,057	\$ 507,842	\$ 471,060
Net Revenue From First-Time-Full-Time Freshmen	\$ 1,420,066	\$ 1,499,265	\$ 1,661,975	\$ 1,557,889	\$ 1,484,013
Net Revenue From First-Time-Full-Time Freshmen (In-State Only)	\$ 1,264,422	\$ 1,419,111	\$ 1,561,029	\$ 1,484,894	\$ 1,362,665
Net Revenue From First-Time-Full-Time Freshmen (Out-of-State Only)	\$ 155,644	\$ 80,154	\$ 100,946	\$ 72,994	\$ 121,348
<b>Financial Aid</b>					
Total institutional dollars awarded need based aid for entering freshmen class	\$ -	\$ -	\$ -	\$ -	\$ -
Total institutional dollars awarded non-need aid for entering freshmen class	\$ 1,177,201	\$ 825,579	\$ 1,065,662	\$ 1,090,643	\$ 1,001,895
Total institutional dollars awarded need based aid for entering freshmen class LA residents	\$ -	\$ -	\$ -	\$ -	\$ -
Total institutional dollars awarded non-need based aid for entering freshmen class LA residents	\$ 479,378	\$ 537,081	\$ 695,551	\$ 655,796	\$ 652,183
Total institutional dollars awarded need based aid for entering freshmen class non-residents	\$ -	\$ -	\$ -	\$ -	\$ -
Total institutional dollars awarded non-need based aid for entering freshmen class non-residents	\$ 697,823	\$ 288,498	\$ 370,110	\$ 434,847	\$ 349,713
<b>State Appropriation per FTE<sup>1</sup></b>	\$ 1,762	\$ 1,536	\$ 1,581	\$ 2,281	\$ 2,973
<b>Net Revenue Generated from auxiliary enterprises (i.e., bookstores, dining services)</b>	(328,261)	(90,107)	(743,707)	(1,135,573)	(292,206)

<sup>1</sup> State Appropriation per FTE = the Board of Regents Formula Appropriations Per FTE which includes State General Fund and Statutory

## Louisiana State University Shreveport

**Metric VI. The following metrics will identify the tuition and fee revenues, and, other revenue resources.**

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**Endowment Value** equals the market value of the endowment as of June 30 of the reporting year.

**FTE** Full time equivalent

**Payout from Endowment** equal interest earned on endowment.

**Gross Revenue Generated from Student Enrollment FTE** equals revenue gain from student tuitions and fees.

**Net Revenue Generated from Student Enrollment FTE** equals gross revenue from enrollment headcount minus institutional supported financial aid.

**Net Revenue from Auxiliary** equal gross revenue generated from auxiliary enterprises minus debt services and other financial obligations. Reporting Operating revenues = Gross revenues less Coast of goods sold for all auxiliaries (Athletics, University Center, Bookstore, Food Service).

rees.

# Louisiana State University Shreveport

**Metric VII. The following metrics will identify teaching and research productivity per FTE faculty.**

<b>Enrollment in Fall Semester Lecture and Seminar Courses</b>	<b>Fall 2017</b>	<b>Fall 2018</b>	<b>Fall 2019</b>	<b>Fall 2020</b>	<b>Fall 2021</b>
<b>Lower Division Undergraduate Courses</b>					
Total Enrollment	6,922	6,503	6,753	6,934	6,579
Number of Sections	317	326	321	372	334
Average section size	21.84	19.95	21.04	18.64	19.70
<b>Upper Division Undergraduate Courses</b>					
Total Enrollment	3,203	3,331	3,465	3,304	3,309
Number of Sections	224	237	276	290	292
Average section size	14.30	14.05	12.55	11.39	11.33
<b>Graduate/Professional Courses</b>					
Total Enrollment	6,974	9,470	12,548	16,099	13,398
Number of Sections	188	195	238	275	295
Average section size	37.10	48.56	52.72	58.54	45.42
<b>All Lecture and Seminar Courses</b>					
Total Enrollment	17,099	19,304	22,766	26,337	23,286
Number of Sections	729	758	835	937	921
Average section size	23	25	27	28	25
<b>Fall Teaching Activity</b>					
Tenure/tenure track (T/TT) FTE faculty assigned to classes	84.25	89	110.67	119.33	133.33
Non tenure/tenure track FTE faculty assigned to classes	44.2	49	58	72.67	64
FTE graduate assistants assigned to classes	0	0	0	0	0
<b>Organized class sections including labs, fall only</b>					
Sections taught by tenure/tenure track faculty	417	445	485	522	534
Sections taught by non tenure/tenure track faculty	312	313	350	415	387
Sections taught by graduate assistants	0	0	0	0	0
Average # of class sections taught per FTE T/TT faculty	4.95	5.00	4.38	4.37	4.01
Average # of class sections taught per FTE non T/TT faculty	7.06	6.39	6.03	5.71	6.05
Average # of class sections taught per 0.5 FTE graduate assistants	0.00	0.00	0.00	0.00	0.00
% class sections taught by T/TT faculty	57.20%	58.71%	58.08%	55.71%	57.98%
% class sections taught by non T/TT faculty	42.80%	41.29%	41.92%	44.29%	42.02%
% class sections taught by graduate assistants	0	0	0	0	0.00%

# Louisiana State University Shreveport

**Metric VII. The following metrics will identify teaching and research productivity per FTE faculty.**

	Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021
Student Credit Hours (SCH'S), fall only					
Undergraduate	28,339	27,693	28,985	29,125	28,088
Graduate	20,835	27,912	36,804	46,977	39,243
Total student credit hours	49,174	55,605	65,789	76,102	67,331
Undergraduate SCH's taught by T/TT faculty	17,453	16,610	16,742	15,988	15,860
Graduate SCH's taught by T/TT faculty	16,499	17,989	22,282	27,530	25,745
Total SCH's taught by T/TT faculty	33,952	34,599	39,024	43,518	41,605
Total SCH's taught by non T/TT faculty	15,222	21,006	26,765	32,584	25,726
Total SCH's taught by graduate assistants	0	0	0	0	0
Undergraduate SCH's taught per FTE T/TT faculty	207	187	151	134	119
Graduate SCH's taught per FTE T/TT faculty	247	314	333	394	294
Total SCH's taught per FTE T/TT faculty	454	500	484	528	413
Total SCH's taught per FTE non T/TT faculty	344	429	461	448	402
Total SCH's taught per 0.5 FTE graduate assistants	0	0	0	0	0
% SCH's taught by T/TT faculty	69.04%	62.22%	59.32%	57.18%	61.79%
% SCH's taught by non T/TT faculty	30.96%	37.78%	40.68%	42.82%	38.21%
% SCH's taught by graduate assistants	0	0	0	0	0
<b>Annual Instruction and Research Ratios</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Annual student credit hours (SCH's), fall & spring					
Undergraduate	55,266	53,760	55,460	55,319	53,423
Graduate	43,466	59,980	76,255	94,287	77,767
Total	98,732	113,740	131,715	149,606	131,190
Annual FTE students	3,653	4,291	5,026	5,773	5,021
Direct unrestricted instructional expenditures	\$24,766,070	\$23,458,395	\$32,904,724	\$36,600,042	\$33,467,282
Direct unrestricted instructional expenditures per SCH	\$250.84	\$206.25	\$249.82	\$244.64	\$255.11
Direct unrestricted instructional expenditures per FTE student	\$6,779.13	\$5,466.67	\$6,546.96	\$6,340.31	\$6,665.38
Personnel costs as % of direct unrestricted instructional expenditures	56%	66%	55%	58%	71%
Total FTE faculty	128	138	169	192	197
Total FTE T/TT faculty (instruction, research, public service)	84	89	111	119	133
Tenure/Tenure Track FTE faculty as % of total FTE faculty	65.82%	64.49%	65.61%	62.15%	67.57%
Restricted research expenditures	N/A	N/A	N/A	N/A	N/A
Restricted research expenditures per FTE T/TT faculty	N/A	N/A	N/A	N/A	N/A

# Louisiana State University Shreveport

## Metric VII. The following metrics will identify teaching and research productivity per FTE faculty.

### Definitions:

**Direct Expenditures for Instructions:** Total Direct Instructional Expenditures include data in certain functional areas - instruction, research, and public service. Direct expenditure data reflect costs incurred for personnel compensation, supplies, and services used in the conduct of each of these functional areas. They include acquisition costs of capital assets such as equipment and library books to the extent that funds are budgeted for the use of departments for instruction, research, and public service. Similar to the Delaware Study, exclude centrally allocated computing costs and centrally supported computer labs, and graduate student tuition remission and fee waivers.

**Instruction:** Instruction includes general academic instruction, occupational and vocational instruction, community education, preparatory and adult basic education, and remedial and tutorial instruction conducted by the teaching faculty for the institution's students. Departmental research and service **which are not separately budgeted** should be included under instruction. In other words, department research which is externally funded should be excluded from instructional expenditures, as should any departmental funds which were expended for the purpose of matching external research funds as part of a contractual or grant obligation. EXCLUDE expenditures for academic administration where the primary function is administration. For example, exclude deans, but include department chairs.)

Disaggregate total direct instructional expenditures for the institution into the following categories:

**Salaries:** Report all wages paid to support the instructional function in a given department or program during the fiscal year. While these will largely be faculty salaries, be sure to include clerical (e.g., department secretary), professionals (e.g., lab technicians), Graduate student stipends (but not tuition waivers), and any other personnel who support the teaching function and whose salaries and wages are paid **from the institution's instructional budget**.

**Benefits:** Report expenditures for benefits associated with the personnel for whom salaries and wages were reported on the previous entry. If you cannot separate benefits from salaries, but benefits are included in the salary figure you have entered, indicate "Included in Salaries" in the data field. Some institutions book benefits centrally and do not disaggregate to the department level. If you can compute the appropriate benefit amount for the department/program, please do so and enter the data. If you cannot do so, leave the benefit amount as zero and we will impute a cost factor based upon the current benefit rate for your institution, as published in *Academe*. If no rate is available, we will use a default value of 28%.

**Other Than Personnel Costs:** This category includes non-personnel items such as travel, supplies and expense, non-capital equipment purchases, etc., that are typically part of an instructional department or program's cost of doing business. *Excluded* from this category are items such as central computing costs, centrally allocated computing labs, graduate student tuition remission and fee waivers, etc.

**Research:** This category includes all funds expended for activities specifically organized to produce research outcomes and commissioned by an agency either external to the institution or **separately budgeted** by an organizational unit within the institution. Report total research expenditures only. It is not necessary to disaggregate costs for this category.

**Public Service:** Report all funds **separately budgeted** specifically for public service and expended for activities established primarily to provide non-instructional services beneficial to groups external to the institution. Examples include cooperative extension and community outreach projects. Report total service expenditures only. It is not necessary to disaggregate costs for this category.

**Federally Funded Research:** As defined by NSF



**Table I: Affiliated Off-Campus Sites**

LSU System Campus	Name of Affiliated Off- Campus Site	Gross Revenue Generated by Affiliate Campus	Net Revenue Generated by Affiliated Campus	\$ Amount Contributed Back to Campus by Affiliated Off-Site Campus
LSUS	Does not apply			

**Table II: Board of Regent Support Funds**

LSU System Campus	Name of Support Fund	Endowment	Market Value (\$ Amount) As of 6/30/22	Total Market Value (\$ Amount) As of 6/30/22
LSUS	Jerry D. Boughton Professorship in Business	Private	85,728	141,945.96
		State	56,218	
LSUS	Joe and Abby Averett Professorship in Business	Private	86,066	144,275.56
		State	58,210	
LSUS	Bell South Professorship in Business	Private	90,378	150,855.57
		State	60,477	
LSUS	Alta & John Franks MBA Professorship	Private	75,291	125,158.55
		State	49,868	
LSUS	Pete & Linda Ballard Accounting Professorship	Private	130,974	213,479.19
		State	82,505	
LSUS	Lynn & Armand Roos Professorship	Private	77,339	126,715.21
		State	49,376	
LSUS	James & Ann Gardner Professorship in Civic Engagement & Leadership	Private	97,350	158,733.00
		State	61,383	
LSUS	Kilpatrick Life Insurance Chair	Private	562,578	1,392,085.21
		State	829,507	
LSUS	Oscar Cloyd Real Estate Super Professorship	Private	424,782	694,857.29
		State	270,076	
LSUS	Joe B. Calloway, Jr. Professorship in Insurance	Private	69,777	116,337.06
		State	46,560	
LSUS	Wesson-Bridger Professorship in Teacher Ed	Private	94,094	158,331.24
		State	64,238	
LSUS	Capitol One Education & Human Development Professorship	Private	90,274	142,324.55
		State	52,050	
LSUS	V Stewart Student Teaching Professorship	Private	115,814	187,101.72
		State	71,288	

LSU System Campus	Name of Support Fund	Endowment	Market Value (\$ Amount) As of 6/30/22	Total Market Value (\$ Amount) As of 6/30/22
LSUS	Dalton J. Woods Professorship in Teaching	Private	124,027	187,750.28
		State	63,723	
LSUS	Kelly Kemp Graves Professorship	Private	78,243	130,554.03
		State	52,311	
LSUS	Reimer & Marcia Calhoun Early Childhood Professorship	Private	95,753	149,155.22
		State	53,402	
LSUS	George Khoury Professorship In Kinesiology	Private	70,263	116,823.16
		State	46,560	
LSUS	Goodloe Stuck Professorship in Psychology	Private	84,321	133,171.67
		State	48,850	
LSUS	Elmer & Barbara Simon, Jr. Professorship for Excellence in Teaching	Private	123,519	180,990.50
		State	57,471	
LSUS	Blue Cross & Blue Shield of La. Professorship	Private	83,735	135,003.74
		State	51,269	
LSUS	Vincent J. Marsala Alumni Professorship	Private	122,357	191,098.58
		State	68,742	
LSUS	Bruce & Steve Simon Professorship	Private	102,155	162,037.27
		State	59,882	
LSUS	James K. Elrod Super Professorship in Health Care Administration	Private	833,832	1,371,777.83
		State	537,946	
LSUS	Fred & Sybil Patten Excellence in Teaching in LA Professorship	Private	105,813	169,588.73
		State	63,775	
LSUS	India Studies Super Professorship	Private	173,841	271,867.04
		State	98,026	
LSUS	Dr. Dalton & Peggy Cloud Professorship in Communications	Private	89,462	152,128.76
		State	62,667	
LSUS	Bradley S Kemp Professorship in Forensics & Debate	Private	90,375	154,194.52
		State	63,820	
LSUS	Leonard & Mary Ann Selber Professorship	Private	124,837	196,647.59
		State	71,810	
LSUS	Norman A. Dolch Super Professorship in American Humanics	Private	217,737	357,541.69
		State	139,805	
LSUS	American Studies Chair	Private	1,254,107	2,009,841.20
		State	755,734	

LSU System Campus	Name of Support Fund	Endowment	Market Value (\$ Amount) As of 6/30/22	Total Market Value (\$ Amount) As of 6/30/22
LSUS	Hubert H. Humphreys History Professorship	Private	94,275	150,600.47
		State	56,326	
LSUS	O. Delton Harrison, Jr. Master of Liberal Arts Professorship	Private	85,141	138,148.68
		State	53,008	
LSUS	George & Regina Khoury Proffessorship in Science	Private	219,417	403,357.47
		State	183,940	
LSUS	Abe Sadoff Chair	Private	878,524	1,381,510.51
		State	502,986	
LSUS	Samuel & Mary Abramson Professorship	Private	92,148	150,996.18
		State	58,849	
LSUS	Dr. Richard K. Spears Professorship in Field Biology	Private	99,392	168,973.85
		State	69,582	
LSUS	Herman & Renae Chandler Professorship MS Biological Science	Private	73,209	121,366.32
		State	48,157	
LSUS	Don & Earlene Coleman Red River Watershed Management Institute Professorship	Private	106,445	175,741.79
		State	69,297	
LSUS	George Khoury Super Professorship in Space Science	Private	203,098	347,050.64
		State	143,953	
LSUS	Max & Jasmine Morelock Professorship in Chemistry	Private	71,009	118,027.03
		State	47,018	
LSUS	Dr. Lisa Burke Bioinformatics Professorship	Private	85,043	136,850.57
		State	51,808	
LSUS	AEP Swepeco LaPrep Chair	Private	798,140	1,333,018.71
		State	534,879	
LSUS	Miriam Sklar Professorship, Theoretical Math & Physics	Private	662,182	745,155.32
		State	82,973	
LSUS	William C. Woolf Endowed Rising Star Professorship	Private	75,106	124,775.58
		State	49,669	
LSUS	Wheless Rising Star Professorship	Private	75,464	125,233.94
		State	49,770	
LSUS	Bobbie Hicks Super Professoship - Authors in April	Private	193,084	320,368.24
		State	127,284	

LSU System Campus	Name of Support Fund	Endowment	Market Value (\$ Amount) As of 6/30/22	Total Market Value (\$ Amount) As of 6/30/22
LSUS	Hubert & Pat Hervey Prof. Museum of Life Sciences	Private	94,275	150,600.47
		State	56,326	
LSUS	Life Science Museum Professorship	Private	83,090	138,302.28
		State	55,212	
LSUS	William B. Wiener Professorship of Archives and Historical Preservation	Private	81,994	130,306.66
		State	48,313	
LSUS	Ruth H. Noel Chair	Private	508,131	1,444,463.79
		State	936,333	
LSUS	John and Cheryl Good First Generation Scholarship	Private	84,129	135,724.43
		State	51,595	
LSUS	Dalton J. & Sugar Woods First Generation Scholarship	Private	121,604	192,456.13
		State	70,853	
LSUS	Kathie G. Troquille Memorial Scholarship	Private	91,769	91,768.70
		State	-	
LSUS	Phillip & Alma Rozeman First Generation Scholarship	Private	96,186	156,146.18
		State	59,960	
LSUS	Salvadore & Kendra Miletelio First Generation Scholarship	Private	103,702	164,550.57
		State	60,848	
LSUS	Alta & John Franks First Generation Scholarship	Private	98,433	157,626.03
		State	59,193	
LSUS	Herman & Renae Chandler First Generation Scholarship	Private	107,653	171,804.39
		State	64,151	
LSUS	Michael Woods Family First Generation Scholarship	Private	69,571	116,049.64
		State	46,479	
LSUS	Yancey Strain Endowed Professorship - SSM	Private	90,006	107,325.20
		State	17,319	
LSUS	LSUS Alumni Association First Gen Scholarship	Private	70,721	88,401.36
		State	17,681	
	<b>Totals (as of 6/30/22)</b>	<b>Private</b>	<b>11,287,761</b>	<b>19,009,073.05</b>
		<b>State</b>	<b>7,721,312</b>	

**Table III: Summary of Campus Foundations**

LSU System Campus	Foundation	Total Assets (\$ Amount) as of 6/30/22		
LSUS	LSUS Foundation	\$29,097,303.00		\$29,097,303.00

# Louisiana State University Shreveport

## National Benchmark Report

	Endowment per FTE Student	Tuition & Fees per FTE Student	State Appropriations per FTE Student	Tuition, Fees, and State Appropriations per FTE Student	Gov Grants & Contracts per FTE Student	Graduation Rate
Louisiana State University Shreveport	3,860	8,038	1,216	9,254	1,443	38
Montana State University - Billings	11,401	5,650	8,107	13,757	5,920	28
Austin Peay State University	5,369	6,097	6,221	12,318	7,458	42
Columbus State University	13,529	5,773	5,620	11,393	3,210	43

information obtained from IPEDS report run: **1/20/2023**

**Louisiana State University  
Health Sciences Center New Orleans**



**April 21, 2023**



# Louisiana State University Health Sciences Center New Orleans

## Executive Summary

LSU Health Sciences Center at New Orleans educational programs prepare students for careers as health care professionals and scientists. The Health Sciences Center disseminates and advances knowledge through State and national programs of basic and clinical research, resulting in publications, technology transfer, and related economic enhancements to meet the changing needs of the State of Louisiana and the nation. LSUHSC-NO provides vital public service through direct patient care, including care of indigent and uninsured patients. Health care services are provided through LSUHSC-NO clinics in allied health, dentistry, medicine, nursing, and in numerous affiliated hospitals and clinics throughout Louisiana. LSUHSC-NO provides referral services, continuing education, and information relevant to the public health of the citizens of Louisiana. In addition, LSUHSC-NO works cooperatively with two Area Health Education Centers (AHECs), whose programs focus on improving the number and distribution of health care providers in underserved rural and urban areas of Louisiana and on supporting existing rural health care providers through continuing education programs.

LSU Health Sciences Center at New Orleans welcomes the opportunity to provide information concerning our student enrollment, graduation rates, faculty teaching and research productivity, and revenue resources. The information below is grouped by metric.

### **Metric I – Degrees Awarded**

- There have been considerable increases in the number of degrees awarded in Allied Health and Nursing during the period of 2006-07 to 2021-22. This is a positive impact from efforts to increase the healthcare workforce.
- Total degrees and certificates grew approximately 26.46% from 2006-07 to 2021-22.
- In December 2012, the Nurse Anesthesia Program was approved by the Council on Accreditation of Nurse Anesthesia Educational Programs to transition from a Masters degree level to the Doctor of Nursing Practice degree level. This resulted in a decrease in the number of Masters degrees and an increase in the Doctor of Nursing Practice (DNP) degrees awarded beginning in 2014-15.
- The number of Race/Ethnicity Unknown increased in 2018-19 due to this data being captured from the AMCAS application system which may have had a technical malfunction in the collection for the cohort application year of 2016-17.

### **Metric II – Enrollment Trends**

- Despite a decrease of the Graduate Headcount from prior year (mostly in Public Health programs), total Undergraduate, Graduate, and First Professional Headcount enrollment show an increase from 2006-07 to 2021-22. When combined, LSUHSC-NO shows a 26.3% increase in total headcount enrollment as of the 14th class day during this period. Total FTE has increased 30.0% over the same time frame.
- In the past sixteen years, enrollment as of the 14th Class Day has increased 36.3% for the School of Nursing, and increased 50.2% for the School of Allied Health Professions.
- Beginning in 2018-19, enrollment in the Doctor of Audiology, Doctor of Physical Therapy and Doctor of Nursing Practice are recorded under First Professional and was recorded under Masters in previous years.



# Louisiana State University Health Sciences Center New Orleans

## Executive Summary

### **Metric III – Retention, Graduation, Licensure**

- Historical retention rates match what was reported on the annual reports required under the LA Grad Act and vary by academic program. Ranging from 69% for Graduate Studies in 2014-15 to 100% for a number of programs. In the latest year, Public Health had the lowest retention rate of 85%.
- LSUHSC-NO maintains excellent passage rates on licensure exams. Data from the past twelve years represents a total of 159 exams. Ninety-five (or 60%) of these exams had a perfect passage rate and sixty-four (or 40%) of the exams had passage rates between 89% and 99%.

### **Metric IV – Effectiveness of Campus Research and Technology**

- In AY 2021-2022, the number of PhDs awarded increased slightly from the prior year. There was also a decrease in the number of Postdoctoral Fellows.
- Total research expenditures increased 16% from prior year while federal research expenditures decreased by 18%.
- LSUHSC-NO continues to place an emphasis on faculty obtaining sponsored research funding. The majority of the increase in 2021-2022 is due to reporting additional institutional research investment.

### **Metric V-Technology Transfer Data**

- Data populated from the annual AUTM survey.

### **Metric VI – Revenue Resources**

- Revenues from tuition have grown as a result of increases in tuition rates and enrollment growth. These revenues are being used to offset previous year declines in state general fund support.
- Our campus does not have any true freshmen.
- Although State Appropriations per FTE increased by 19.9% from the prior year, we have experienced a decline of 55.7% from the highest rate in 2007-2008 due to budget reductions in the past eight years as well as alternate funding sources.

### **Metric VII – Teaching and Research Productivity**

- Instructional and Public Service expenditures for FY 09 through FY 22 were updated to reflect data provided to IPEDS. Personnel costs as a percent of direct instructional expenses have decreased from the prior year.
- Combined Research and public service expenditures have decreased at the same time as our tenured and tenure track faculty full time equivalent (FTE) numbers have declined. Public Service expenditures Per FTE T/TT Faculty have increased drastically in the past few years due to the fair market value transactions with our partner hospitals.

### **National Benchmarks**

- Data is included comparing the performance of our medical students on the USMLE examinations to medical students nationally and our medical school's rank among medical schools nationally in NIH funding. Beginning with 2021-22, the USMLE Step 1 score transitioned

**HSCNO MISSION:**

The mission of LSUHSC-NO is to provide education, research, and public service through direct patient care, and community outreach.

LSUHSC-NO is comprised of the Schools of Allied Health Professions, Dentistry, Graduate Studies, Medicine, Nursing, and Public Health.

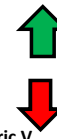
# Louisiana State University Health Sciences Center New Orleans

## Metrics at a Glance

2021-2022

Legend:

Statistic		Most Recent Available	% Change from Previous Year
High	Low		
X	Y		
Z	%		



Increase from Previous Year

Decrease from Previous Year



No change

Metric I Degrees Awarded	Metric II Enrollment	Metric III Student Success	Metric IV Research Expenditures	Metric V Technology Transfer	Metric VI Revenues	Metric VII Instruction Productivity
<b>Bachelors</b>	<b>Total Undergraduate Headcount</b>	<b>Fall Headcount</b>	<b>Total number of T/TT faculty holding grants</b>	<b>Invention Disclosures</b>	<b>Market Value of Endowments</b>	<b>Total Instructional T/TT Faculty</b>
331   324	921   880	2,835   2,740	118   94	52   25	165,532,353   142,574,680	189   166
323 ↓ -1.8%	880 ↓ -1.5%	2,808 ↓ -3.4%	72 ↑ 23.7%	3 ↓ -41.9%	123,686,215 ↓ -13.9%	166 ↓ -4.6%
<b>Masters</b>	<b>Total Graduate Headcount</b>	<b>Fall FTE</b>	<b>% of T/TT faculty holding grants</b>	<b>Licenses\Options Executed</b>	<b>Total Gross Revenue Generated from tuition and fees</b>	<b>Total All FTE Instructional Faculty</b>
169   167	481   409	2,735   2,645	52.2%   52.2%	9   7	66,012,107   66,012,107	916   894
142 ↑ 10.6%	409 ↓ -15.0%	2,690 ↓ -3.1%	34.8% ↑ 29.2%	1 ↑ 16.7%	58,684,545 ↑ 1.1%	872 ↓ -2.4%
<b>Professional Medicine (MD)</b>	<b>Total Professional Headcount</b>	<b>Fall Credit Hour per FTE</b>	<b>Total number of Postdoctoral Fellows</b>	<b>New Patents Filed - Total</b>	<b>Total Net Revenue Generated from tuition and fees</b>	<b>T/TT FTE Faculty as a Percent of Total FTE Faculty</b>
192   184	1,465   1,451	20.9   21.0	49   35	73   73	61,921,542   61,921,542	21.7%   18.6%
184 ↓ -4.2%	1,446 ↓ -0.7%	20.0 ↑ 0.2%	31 ↓ -25.5%	3 ↑ 32.7%	54,555,273 ↑ 1.3%	18.6% ↓ -2.2%
<b>Professional Dentistry (DDS)</b>	<b>Total number of students enrolled who received TOPS</b>	<b>1st to 2nd Year Retention Allied Health</b>	<b>Research per FTE T/TT faculty (in thousands)</b>	<b>Active License Agreements</b>	<b>State Appropriation per FTE</b>	<b>Total SCH Per T/TT Faculty</b>
76   76	450   390	95.0%   93.0%	286   286	44   44	31,656   31,656	165.9   158.6
59 ↑ 10.1%	390 ↓ -4.2%	92.0% ↓ -2.1%	197 ↑ 21.2%	6 ↑ 2.3%	26,398 ↑ 19.9%	158.6 ↓ -0.1%
<b>Total number of degrees awarded in Nursing</b>	<b>Total number of students enrolled in Nursing programs</b>	<b>1st to 2nN Year Retention (Nental Hygiene)</b>	<b>Total Federal Research Expenditures</b>	<b>Licenses Generating Income</b>	<b>Net Revenue Generated from auxiliary enterprises</b>	<b>Estimated FTE Student Taught per T/TT FTE Faculty</b>
325   324	1,043   969	100.0%   97.0%	45,486   33,248	29   17	286,825   -582,678	16   16
305 ↓ -0.3%	969 ↓ -4.1%	97.0% ⇒ 0.0%	0 ↓ -18.2%	7 ↓ -15.0%	-1,657,231 ↑ -17.2%	14.0 ⇒ 0.0%
<b>Total number of degrees awarded in Allied Health</b>	<b>Total number of students enrolled in Allied Health Professions programs</b>	<b>1st to 2nN Year Retention (Nursing)</b>	<b>Total NSF Research Expenditures</b>	<b>Total Licensing Income</b>		<b>Personnel Cost as a percent of Direct Instructional Expense</b>
188   182	393   374	93.0%   86.0%	51,537   51,537	830,274   192,948		87.4%   78.2%
174 ↑ 4.6%	374 ↓ -3.9%	82.0% ↓ -6.5%	3,743 ↑ 1276.8%	69,102 ↓ -70.6%		78.2% ↓ -4.2%

# Louisiana State University Health Sciences Center New Orleans

## Metric I. Number of degrees conferred by level and professions most important to Louisiana.

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<b>Campus total number of degrees awarded/conferred</b>					
Associates	2	2	5	4	4
Bachelors	323	323	331	330	324
Masters	169	142	159	151	167
Doctoral Research/Scholarship (PhD, DNS)	11	22	15	16	18
Professional Audiology (AuD)	10	12	11	11	11
Professional Physical Therapy (DPT)	34	36	32	33	34
Professional Medicine (MD)	192	189	192	192	184
Professional Dentistry (DDS)	63	59	66	69	76
Professional Nursing (DNP)	58	71	57	69	71
Post Doctoral Certificate	0	0	0	0	0
<b>Total degrees awarded</b>	<b>862</b>	<b>856</b>	<b>868</b>	<b>875</b>	<b>889</b>
Total number of degrees awarded in <b>Nursing</b>	305	318	317	325	324
Total number of degrees awarded in <b>Allied Health</b>	188	176	175	174	182
<b>Total number of degrees awarded by race/ethnicity</b>					
Hispanic	48	37	35	44	54
American Indian or Alaska Native	4	3	1	3	4
Asian	67	51	64	73	70
Black, Non-Hispanic	74	67	78	81	68
Native Hawaiian or Other Pacific Islander	0	1	0	0	0
White Non-Hispanic	638	575	654	639	615
Two or More Races	4	14	11	19	18
Non-Resident Alien	8	13	9	7	12
Race/Ethnicity Unknown	19	95	16	9	48

# Louisiana State University Health Sciences Center New Orleans

## Metric I. Number of degrees conferred by level and professions most important to Louisiana.

### ***Nursing CIP Code/s***

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Nursing  
Nursing Administration  
Nursing-Adult Health & Illness  
Nurse Anesthesia  
Primary Care Family Nurse Practitioner  
Neonatal Nurse Practitioner  
Nursing Science  
Psyc./Community Health Nursing  
Public & Community Health Nursing  
Nursing, Other-Nurse Educator  
Nursing Practice

### ***Allied Health CIP Code/s***

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Health Science  
Audiology  
Communications Disorders  
Cardiopulmonary Science  
Clinical Lab Science/Medical Technology  
Occupational Therapy  
Physical Therapy  
Physician Assistant Studies  
Rehabilitation Services  
Rehabilitation Counseling

# Louisiana State University Health Sciences Center New Orleans

**Metric II. The following metrics will provide the campus enrollment trends.**

Headcount Enrollment as of 14th Class Day		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
<i>Undergraduate</i>						
	Full-time	728	831	783	788	783
	Part-time	186	90	121	105	97
<b>Total Undergraduate Headcount</b>		<b>914</b>	<b>921</b>	<b>904</b>	<b>893</b>	<b>880</b>
<i>Graduate</i>						
	Full-time	400	395	401	417	350
	Part-time	48	52	58	64	59
<b>Total Graduate Headcount</b>		<b>448</b>	<b>447</b>	<b>459</b>	<b>481</b>	<b>409</b>
<i>First Professional</i>						
	Full-time	1,396	1,403	1,436	1,426	1424
	Part-time	50	51	29	35	27
<b>Total Professional Headcount</b>		<b>1,446</b>	<b>1,454</b>	<b>1,465</b>	<b>1,461</b>	<b>1,451</b>
<b>Total Headcount Enrollment (Undergraduate, Graduate &amp; Professional)</b>		<b>2,808</b>	<b>2,822</b>	<b>2,828</b>	<b>2,835</b>	<b>2,740</b>
<b>Total Full-Time-Equivalent (FTE) Enrollment</b>		<b>2,690</b>	<b>2,723</b>	<b>2,735</b>	<b>2,729</b>	<b>2,645</b>
Total Enrollment by Race and Ethnicity as of the 14th Class Day		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
<b>Allied Health Professions</b>						
	Hispanic	5	8	13	16	19
	American Indian or Alaskan Native	0	0	0	1	1
	Asian	18	15	15	14	25
	Black, Non-Hispanic	22	28	19	25	22
	Native Hawaiian or Other Pacific Islander	1	0	0	0	0
	White Non-Hispanic	318	320	324	313	286
	Two or More Races	10	11	15	12	13
	Nonresident Alien	1	1	1	1	0
	Race/Ethnicity Unknown	14	7	6	7	8

# Louisiana State University Health Sciences Center New Orleans

**Metric II. The following metrics will provide the campus enrollment trends.**

<b>Total Enrollment by Race and Ethnicity as of the 14th Class Day</b>		<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
<b>Medicine</b>						
	Hispanic	38	42	40	39	34
	American Indian or Alaskan Native	1	2	3	2	1
	Asian	93	108	111	117	121
	Black, Non-Hispanic	45	50	52	71	74
	Native Hawaiian or Other Pacific Islander	0	0	0	0	0
	White Non-Hispanic	480	556	547	514	513
	Two or More Races	12	14	16	19	22
	Nonresident Alien	2	0	1	1	1
	Race/Ethnicity Unknown	120	30	27	26	27
<b>Public Health</b>						
	Hispanic	10	7	4	8	7
	American Indian or Alaskan Native	1	1	0	1	1
	Asian	8	9	9	8	7
	Black, Non-Hispanic	23	21	28	35	37
	Native Hawaiian or Other Pacific Islander	0	0	0	1	0
	White Non-Hispanic	53	41	51	64	39
	Two or More Races	1	1	1	1	3
	Nonresident Alien	20	16	15	17	18
	Race/Ethnicity Unknown	1	2	1	1	1
<b>Student Credit Hours (SCH)</b>		<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
<i>Note: For MD and DDS Students 18 contact hours = 1 credit hour</i>						
	Fall SCH	53,808	55,411	55,911	57,034	55,416
	Spring SCH	50,928	50,843	52,266	52,111	n/a
<b>Total number of students enrolled who received TOPS</b>		<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
	Performance	150	159	159	147	145
	Opportunity	147	153	144	133	130
	Honors	112	138	127	127	115
<b>Enrollment by specified discipline as of 14th class day</b>		<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
Total number of students enrolled in <b>Nursing</b> programs		1,040	1,043	1,021	1,010	969
Total number of students enrolled in <b>Allied Health Professions</b> programs		389	390	393	389	374

# Louisiana State University Health Sciences Center New Orleans

**Metric II. The following metrics will provide the campus enrollment trends.**

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## ***Nursing CIP Code/s***

Nursing  
Nursing Administration  
Nursing-Adult Health & Illness  
Nurse Anesthesia  
Primary Care Family Nurse Practitioner  
Neonatal Nurse Practitioner  
Nursing Science  
Psyc./Community Health Nursing  
Public & Community Health Nursing  
Nursing, Other-Nurse Educator  
Nursing Practice

## ***Allied Health CIP Code/s***

Health Science  
Audiology  
Communications Disorders  
Cardiopulmonary Science  
Clinical Lab Science/Medical Technology  
Occupational Therapy  
Physical Therapy  
Physician Assistant Studies  
Rehabilitation Services  
Rehabilitation Counseling



# Louisiana State University Health Sciences Center New Orleans

**Metric II. The following metrics will provide the campus enrollment trends.**

Total Enrollment by Race and Ethnicity as of the 14th Class Day		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
<b>Dentistry</b>						
	Hispanic	14	12	14	17	14
	American Indian or Alaskan Native	2	2	5	5	6
	Asian	51	54	56	53	59
	Black, Non-Hispanic	19	20	14	13	11
	Native Hawaiian or Other Pacific Islander	0	0	0	0	1
	White Non-Hispanic	298	310	320	326	324
	Two or More Races	4	4	1	0	0
	Nonresident Alien	7	7	13	11	6
	Race/Ethnicity Unknown	1	1	2	5	5
<b>Graduate Studies</b>						
	Hispanic	4	5	5	5	4
	American Indian or Alaskan Native	0	0	0	0	1
	Asian	9	6	6	6	7
	Black, Non-Hispanic	4	7	10	11	4
	Native Hawaiian or Other Pacific Islander	0	0	1	1	1
	White Non-Hispanic	48	51	49	46	39
	Two or More Races	0	1	1	0	0
	Nonresident Alien	9	9	11	12	9
	Race/Ethnicity Unknown	1	0	0	0	0
<b>Nursing</b>						
	Hispanic	65	70	70	77	79
	American Indian or Alaskan Native	3	3	3	2	0
	Asian	48	50	53	55	56
	Black, Non-Hispanic	135	149	166	162	174
	Native Hawaiian or Other Pacific Islander	1	0	0	0	0
	White Non-Hispanic	752	744	705	685	626
	Two or More Races	17	16	18	17	25
	Nonresident Alien	4	2	1	4	2
	Race/Ethnicity Unknown	15	9	5	8	7

# Louisiana State University Health Sciences Center New Orleans

**Metric II. The following metrics will provide the campus enrollment trends.**

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## **Variables Description**

**Headcount Enrollment Undergraduate** – Total number of full-time and part-time students enrolled in courses for undergraduate credit.

**Headcount Enrollment Graduate** – Total number of full-time and part-time students enrolled in courses for graduate credit.

**Full-Time Equivalent (FTE)** – The calculation of FTE can vary by institution. However, FTE enrollment reported for this metric should reconcile to FTE data you report to the Louisiana BoR, SREB and IPEDS for your campus.

**Full-Time Student Undergraduate** - a student enrolled for 12 or more semester credits or 24 or more contact hours a week each term. (IPEDS)

**Dual Enrollment**- A student who is enrolled in high school but who is also enrolled, simultaneously, in a postsecondary institution are considered

**Science Technology Engineering and Mathematics (STEM):** STEM enrollment is calculated based on STEM CIP codes.

**Educations, Nursing, Allied Health** - Use the CIP codes as defined by IPEDS for these disciplines to determine the number of students enrolled

# Louisiana State University Health Sciences Center New Orleans

**Metric III. The following metric will identify the campus trends for retention, graduation, licensure and pass rate.**

<b>14th Day Headcount Enrollment</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
Fall Headcount	2,777	2,808	2,822	2,828	2,835	2,740
Spring Headcount	2,834	2,839	2,856	2,863	2,841	n/a
Fall Credit Hours	55,425	53,808	55,411	55,911	57,034	55,416
Spring Credit Hours	53,558	50,928	50,843	52,266	52,111	n/a
Fall FTE	2,665	2,690	2,723	2,735	2,729	2,645
Spring FTE	2,721	2,730	2,739	2,767	2,728	n/a
Fall Credit Hour per FTE	20.80	20.00	20.35	20.44	20.90	20.95
Spring Credit Hour per FTE	19.68	18.65	18.56	18.89	19.10	n/a
<b>Campus - 1st to 2nd year Retention Rates</b>						
<b>By School and Program (student must be continuously enrollment)</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
Allied Health Professions	95%	95%	92%	95%	95%	93%
Dentistry-DDS	100%	100%	99%	100%	100%	100%
Dentistry-Dental Hygiene	97%	97%	97%	100%	97%	97%
Dentistry-Dental Lab Tech	100%	100%	100%	100%	83%	100%
Graduate Studies	100%	87%	95%	95%	93%	72%
Medicine	96%	98%	98%	99%	99%	97%
Nursing	86%	90%	87%	93%	92%	86%
Public Health	94%	96%	72%	85%	91%	85%

# Louisiana State University Health Sciences Center New Orleans

**Metric III. The following metric will identify the campus trends for retention, graduation, licensure and pass rate.**

Number of students taking licensure exams	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<b>Allied Health</b>					
Cardiopulmonary Science	18	15	10	12	17
Clinical Laboratory Sciences	22	22	25	23	21
Audiology and Speech Language Pathology	37	31	35	33	34
Occupational Therapy	36	33	34	35	35
Physician Assitant Studies	30	30	28	29	33
Physical Therapy	34	36	32	33	33
<b>Dentistry</b>					
DDS National Board Dental Exam (written)	63	61	61	69	65
DDS Clinical Licensure Exam (practical)	63	59	63	69	63
National Board Dental Hygiene Exam (written)	37	37	37	39	38
Dental Hygiene Clinical Licensure Exam (practical)	37	37	37	39	38
<b>Medicine</b>					
USMLE Step 1	194	200	190	179	217
USMLE Step 2 CK	184	193	189	199	176
USMLE Step 2 CS	191	190	n/a	n/a	n/a
<b>Nursing</b>					
NCLEX	223	222	249	228	234

# Louisiana State University Health Sciences Center New Orleans

**Metric III. The following metric will identify the campus trends for retention, graduation, licensure and pass rate.**

Number of students passing licensure exams	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<b>Allied Health</b>					
Cardiopulmonary Science	18	15	10	12	16
Clinical Laboratory Sciences	22	22	25	23	21
Audiology and Speech Language Pathology	37	31	35	33	34
Occupational Therapy	36	33	34	35	35
Physician Assitant Studies	30	27	27	29	33
Physical Therapy	32	36	32	33	31
<b>Dentistry</b>					
DDS National Board Dental Exam (written)	63	61	61	68	65
DDS Clinical Licensure Exam (practical)	63	59	63	69	63
National Board Dental Hygiene Exam (written)	37	37	37	39	38
Dental Hygiene Clinical Licensure Exam (practical)	37	37	37	39	38
<b>Medicine</b>					
USMLE Step 1	188	191	184	172	200
USMLE Step 2 CK	183	189	185	197	173
USMLE Step 2 CS	188	173	n/a	n/a	n/a
<b>Nursing</b>					
NCLEX	216	218	243	218	215

# Louisiana State University Health Sciences Center New Orleans

**Metric III. The following metric will identify the campus trends for retention, graduation, licensure and pass rate.**

Campus pass rate on licensure exams	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<b>Allied Health</b>					
Cardiopulmonary Science	100%	100%	100%	100%	94%
Clinical Laboratory Sciences	100%	100%	100%	100%	100%
Audiology and Speech Language Pathology	100%	100%	100%	100%	100%
Occupational Therapy	100%	100%	100%	100%	100%
Physician Assitant Studies	100%	90%	96%	100%	100%
Physical Therapy	94%	100%	100%	100%	94%
<b>Dentistry</b>					
DDS National Board Dental Exam (written)	100%	100%	100%	99%	100%
DDS Clinical Licensure Exam (practical)	100%	100%	100%	100%	100%
National Board Dental Hygiene Exam (written)	100%	100%	100%	100%	100%
Dental Hygiene Clinical Licensure Exam (practical)	100%	100%	100%	100%	100%
<b>Medicine</b>					
USMLE Step 1	97%	96%	97%	96%	92%
USMLE Step 2 CK	99%	98%	98%	99%	98%
USMLE Step 2 CS	98%	91%	n/a	n/a	n/a
<b>Nursing</b>					
NCLEX	97%	98%	98%	96%	92%

## Louisiana State University Health Sciences Center New Orleans

Metric IV. The following metrics will identify the effectiveness of campus research and technology transfer to benefit the state's economic development.

	Academic 2013-2014	Academic 2014-2015	Academic 2015-2016	Academic 2016-2017	Academic 2017-2018	Academic 2018-2019	Academic 2019-2020	Academic 2020-2021	Academic 2021-2022
Faculty Research (\$ in thousands)									
Total \$ amount of faculty research	45,486	46,838	43,066	40,785	38,989	40,915	43,419	44,370	51,537
Total number of T/TT faculty holding grants	83	72	85	77	84	90	76	96	94
% of T/TT faculty holding grants	39.52%	34.78%	47.75%	48.13%	40.98%	44.78%	40.43%	50.79%	52.22%
Research \$ per FTE T/TT	217	226	213	197	201	216	239	236	286
Total number of PhD's awarded	12	23	23	18	11	22	15	16	18
Total number of Postdoctoral Fellows	31	33	35	35	42	49	46	47	35
Total Number of Post Baccalaureate Certificates	13	19	0	0	0	0	0	0	0

**Total research by Major Discipline; Life Science; Physical Science; environmental Science; Engineering Science; Computer Science; Math; Psychology; Social Science; Other Science**

Research Expenditure by Major Discipline <i>Data shown in Thousands</i>	FY Ending 2014			FY Ending 2015			FY Ending 2016		
	Federal	Other	Total	Federal	Other	Total	Federal	Other	Total
Allied Health	0	275	275	23	310	334	29	320	350
Dentistry	1,091	85	1,176	1,094	162	1,256	1,143	148	1,291
Medicine	26,210	7,803	34,013	27,405	8,297	35,702	24,445	7,703	32,148
Nursing	0	0	0	0	0	0	0	0	0
Public Health	7,336	2,686	10,022	7,503	2,044	9,546	7,059	2,218	9,278
Institutional	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>34,637</b>	<b>10,849</b>	<b>45,486</b>	<b>36,025</b>	<b>10,813</b>	<b>46,838</b>	<b>32,676</b>	<b>10,390</b>	<b>43,066</b>

Research Expenditure by Major Discipline <i>Data shown in Thousands</i>	FY Ending 2017			FY Ending 2018			FY Ending 2019		
	Federal	Other	Total	Federal	Other	Total	Federal	Other	Total
Allied Health	4	295	300		272	272	994	62	1,056
Dentistry	1,823	165	1,989	2,062	193	2,255	1,324	-41	1,283
Medicine	23,583	9,326	32,909	22,057	9,804	31,861	26,935	8,020	34,955
Nursing	0	5	5		49	49	34	0	34
Public Health	2,751	2,255	5,007	2,867	1,682	4,549	2,808	777	3,585
Institutional	576	0	576	2	1	3	1	0	1
<b>Total</b>	<b>28,738</b>	<b>12,047</b>	<b>40,785</b>	<b>26,988</b>	<b>12,001</b>	<b>38,989</b>	<b>32,097</b>	<b>8,818</b>	<b>40,915</b>

## Louisiana State University Health Sciences Center New Orleans

Metric IV. The following metrics will identify the effectiveness of campus research and technology transfer to benefit the state's economic development.

Research Expenditure by Major Discipline <i>Data shown in Thousands</i>	FY Ending 2020			FY Ending 2021			FY Ending 2022		
	Federal	Other	Total	Federal	Other	Total	Federal	Other	Total
Allied Health	608	40	648	672	22	695	691	47	737
Dentistry	922	108	1,030	969	11	979	720	786	1,506
Medicine	27,222	10,818	38,041	36,004	3,295	39,299	29,012	15,997	45,009
Nursing	21	23	44	2	1	2	0	5	5
Public Health	2,606	1,049	3,655	2,981	415	3,396	2,822	1,418	4,240
Institutional	1	0	1	0	0	0	4	36	39
<b>Total</b>	<b>31,381</b>	<b>12,038</b>	<b>43,419</b>	<b>40,628</b>	<b>3,743</b>	<b>44,371</b>	<b>33,248</b>	<b>18,289</b>	<b>51,537</b>

Research Expenditures (\$ in thousands)	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Federal	10,813	0	12,047	12,001	26,988	12,038	31,381	40,628	33,248
Total	32,676	28,738	26,988	32,097	38,989	40,628	43,419	3,743	51,537

**Note** that Research Expenditures data should match data your campus reported to NSF. Beginning in 2008, this data should follow the following guidelines.

Track all expenditures back to the original source. For example, if funds come from the State DOTD, but originated with the federal government those expenditures should be reported as federal. There should be a CFDA number attached to these grants indicating that the original source was federal.

**Report all clinical trials as research. Please note that not all clinical trials are done by Tenured or Tenured Track (T/TT) faculty (see c).**

Compute under-and unreimbursed indirect costs according to the instructions.

Report NIH "k" and other research training awards as federal. Note, Do Not report all training grants, **only those that are for research training.**



# Louisiana State University Health Sciences Center New Orleans

## Metric V: Technology Transfer

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Invention Disclosures	28	25	28	41	48	43
Licenses\Options Executed	8	3	7	5	9	6
New Patents Filed - Total	25	37	43	28	64	55
New Patents Filed - First in Family	10	11	13	15	14	19
US Patents Issued	3	4	7	2	5	3
Active License Agreements	23	24	30	30	38	43
Licenses Generating Income	29	10	15	12	18	20
Total Licensing Income	\$830,274	\$162,860	\$224,996	\$120,019	\$163,023	\$657,314
Start-up Companies Formed	1	0	2	0	2	2
Legal Fees Expended	\$202,638	\$123,920	\$302,050	\$190,401	\$516,175	\$642,035
Legal Fees Reimbursed	\$0	\$24,654	\$69,124	\$50,164	\$177,157	\$265,135
Percent of Expenses Reimbursed	0%	20%	23%	26%	34%	41%
Legal Fees as a % License Income	24%	76%	134%	159%	317%	98%

LEGEND:

\* = 2015-2016 was the first year to track

# Louisiana State University Health Sciences Center New Orleans

**Metric VI. The following metrics will identify the tuition and fee revenues, and, other revenue resources.**

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<b>Total Endowment Value</b>	\$123,686,215	\$124,347,980	\$126,456,080	\$165,532,353	\$142,574,680
Earned Interest on Endowments	\$6,883,107	\$3,649,563	\$3,398,583	\$41,033,426	(\$19,675,377)
Dollar amount of the endowment approved each fiscal year and made available for expenditures by the campus	\$5,510,166	\$4,333,690	\$3,303,269	\$6,984,596	\$6,777,069
<b>Total # of Foundations</b>	1	1	1	1	1
Foundations total Assets (\$ Amount)	\$151,758,478	\$158,588,451	\$163,045,965	\$207,439,306	\$192,154,044
<a href="#">Click here to go to the Foundations Supplemental Table</a>					
<b>Total # of Board of Regents Support Fund</b>					
Total Value (\$ Amount) of BoR Support Fund	\$ 101,634,331	\$ 102,172,303	\$ 104,007,411	\$ 135,273,552	\$ 117,690,014
<a href="#">Click here to go to the BoR Support Funds Supplemental Table</a>					
<b>Total Gross Revenue Generated from tuition and fees</b>	\$58,684,545	\$61,563,458	\$63,797,336	\$65,316,454	\$66,012,107
<b>Total Net Revenue Generated from tuition and fees</b>	\$54,555,273	\$57,601,281	\$59,426,028	\$61,131,377	\$61,921,542
<b>Financial Aid</b>					
Total institutional dollars awarded need based aid for entering freshmen class	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
Total institutional dollars awarded non-need aid for entering freshmen class	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
Total institutional dollars awarded need based aid for entering freshmen class LA residents	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
Total institutional dollars awarded non-need based aid for entering freshmen class LA residents	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
Total institutional dollars awarded need based aid for entering freshmen class non-residents	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
Total institutional dollars awarded non-need based aid for entering freshmen class non-residents	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
<b>LSUHSC-NO does not enroll freshmen in any programs</b>					
<b>State Appropriation per FTE<sup>1</sup></b>	\$30,737	\$30,583	\$29,396	\$26,398	\$31,656
<b>Net Revenue Generated from auxiliary enterprises</b>	(\$388,673)	\$286,825	(\$1,657,231)	(\$703,394)	(\$582,678)

<sup>1</sup> Per LSU System: State Appropriation includes the Final Approved Budgeted General Fund, Statutory Dedication, and Federal Stimulus (ARRA) of each year. Student FTE is annual FTE reported to Board of Regents. Amount includes money for the Cancer

## Louisiana State University Health Sciences Center New Orleans

**Metric VI. The following metrics will identify the tuition and fee revenues, and, other revenue resources.**

**Endowment Value** equals the market value of of the endowment as of June 30 of the reporting year.

**FTE** Full time equivalent

**Payout from Endowment** equal interest earned on endowment.

**Gross Revenue Generated from Student Enrollment FTE** equals revenue gain from student tuitions and fees.

**Net Revenue Generated from Student Enrollment FTE** equals gross revenue from enrollment headcount minus institutional supported financial aid.

**Net Revenue from Auxiliary** equal gross revenue generated from auxiliary enterprises minus debt services and other financial obligations.

**Annual Giving** data include all contributions actually received during the institution's fiscal year in the form of cash, securities company products, and other property from alumni, non-alumni individuals, corporations, foundations, religious organizations and other groups. Not included in the totals are public funds, earnings on investments held by the institution, and unfulfilled pledges.

**Endowment Value** equals the market value of of the endowment as of June 30 of the reporting year.

**FTE** Full time equivalent

**Payout from Endowment** equal interest earned on endowment.

**Gross Revenue Generated from Student Enrollment FTE** equals revenue gain from student tuitions and fees.

**Net Revenue Generated from Student Enrollment FTE** equals gross revenue from enrollment headcount minus institutional supported financial aid.

**Net Revenue from Auxiliary** equal gross revenue generated from auxiliary enterprises minus debt services and other financial obligations.

# Louisiana State University Health Sciences Center New Orleans

## Metric VII. The following metrics will identify teaching and research

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
<b>Instructional</b>					
Total Instructional FTE Tenured Faculty	154	145	142	140	135
Total Instructional FTE Tenure Track Faculty	35	37	32	34	31
Total Instructional T/TT Faculty	189	182	174	174	166
Total All FTE Instructional Faculty	872	905	910	916	894
Total FTE Faculty (Non-T/TT)	683	723	736	742	728
Total Faculty including Part-Time	918	955	962	960	935
Total Part-Time Faculty	46	50	52	44	41
T/TT FTE Faculty as a Percent of Total FTE Faculty	21.67%	20.11%	19.12%	19.00%	18.57%
Organized Sections					
<i>Undergraduate (Sections)</i>	226	236	244	223	n/a
<i>Graduate (Sections)</i>	502	599	604	583	n/a
<i>Professional (Sections)</i>	520	494	445	490	n/a
<i>Professional Certificates (Sections)</i>	106	107	106	106	n/a
<i>Total Number of Organized Sections</i>	1,354	1,436	1,399	1,402	n/a
Duplicated Head Count Enrollment	6,413	6,448	6,434	6,357	n/a
Duplicated Headcount per Organized Section	5	4	5	5	n/a
<b>Include Total SCH generated during the academic year</b>					
Undergraduate (SCH)	25,702	26,058	25,219	24,586	n/a
Graduate (SCH)	26,653	26,927	27,596	27,661	n/a
Professional (SCH)	58,428	59,832	61,591	63,115	n/a
Professional Certificates (SCH)	2,520	2,444	2,467	2,331	n/a
Total (SCH)	113,303	115,261	116,873	117,693	n/a
Total SCH Per T/TT Faculty	166	159	159	159	
Total FTE Student Taught (Fall Semester Only)	2,690	2,723	2,735	2,729	2,645
Estimated FTE Student Taught per T/TT FTE Faculty	14	15	16	16	16

# Louisiana State University Health Sciences Center New Orleans

## Metric VII. The following metrics will identify teaching and research

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
<b>Cost Data: Direct Expenditures for Instruction (As defined by</b>					
Total Direct Instructional Expenditures	\$215,904,087	\$203,549,279	\$219,342,521	\$236,495,450	n/a
Salaries	\$142,724,852	\$146,348,030	\$146,050,212	\$150,503,964	n/a
Benefits	\$33,094,081	\$31,521,088	\$33,071,095	\$34,424,817	n/a
Expenditures other than personnel related to Instructions	40,085,154	25,680,161	40,221,214	51,566,669	n/a
Salaries as a Percent of Direct Instructional Expense	66.1%	71.9%	66.6%	63.6%	n/a
Personnel Cost as a percent of Direct Instructional Expense	81.4%	87.4%	81.7%	78.2%	n/a
Research Expenditure	\$40,639,028	\$40,517,678	\$41,000,832	\$35,508,861	n/a
Public Service Expenditures	\$220,650,551	\$360,376,845	\$427,397,408	\$396,578,033	n/a
Total Research and Public Services	\$261,289,578	\$400,894,523	\$468,398,240	\$432,086,894	n/a
Research per FTE T/TT Faculty	\$215,021	\$222,625	\$235,637	\$204,074	n/a
Public Service Per FTE T/TT Faculty	\$1,167,463	\$1,980,093	\$2,456,307	\$2,279,184	n/a
Research and Public Service per FTE T/TT Faculty	\$1,382,485	\$2,202,717	\$2,691,944	\$2,483,258	n/a

# Louisiana State University Health Sciences Center New Orleans

## Metric VII. The following metrics will identify teaching and research

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
<p><b>Definitions:</b></p> <p><b>Direct Expenditures for Instructions:</b> Total Direct Instructional Expenditures include data in certain functional areas - instruction, research, and public service. Direct expenditure data reflect costs incurred for personnel compensation, supplies, and services used in the conduct of each of these functional areas. They include acquisition costs of capital assets such as equipment and library books to the extent that funds are budgeted for the use of departments for instruction, research, and public service. Similar to the Delaware Study, exclude centrally allocated computing costs and centrally supported computer labs, and graduate student tuition remission and fee waivers.</p> <p><b>Instruction:</b> Instruction includes general academic instruction, occupational and vocational instruction, community education, preparatory and adult basic education, and remedial and tutorial instruction conducted by the teaching faculty for the institution's students. Departmental research and service <b>which are not separately budgeted</b> should be included under instruction. In other words, department research which is externally funded should be excluded from instructional expenditures, as should any departmental funds which were expended for the purpose of matching external research funds as part of a contractual or grant obligation. EXCLUDE expenditures for academic administration where the primary function is administration. For example, exclude deans, but include department chairs.)</p> <p>Disaggregate total direct instructional expenditures for the institution into the following categories:</p> <p><b>Salaries:</b> Report all wages paid to support the instructional function in a given department or program during the fiscal year. While these will largely be faculty salaries, be sure to include clerical (e.g., department secretary), professionals (e.g., lab technicians), Graduate student stipends (but not tuition waivers), and any other personnel who support the teaching function and whose salaries and wages are paid <b>from the institution's instructional budget</b>.</p> <p><b>Benefits:</b> Report expenditures for benefits associated with the personnel for whom salaries and wages were reported on the previous entry. If you cannot separate benefits from salaries, but benefits are included in the salary figure you have entered, indicate "Included in Salaries" in the data field. Some institutions book benefits centrally and do not disaggregate to the department level. If you can compute the appropriate benefit amount for the department/program, please do so and enter the data. If you cannot do so, leave the benefit amount as zero and we will impute a cost factor based upon the current benefit rate for your institution, as published in <i>Academe</i>. If no rate is available, we will use a default value of 28%.</p> <p><b>Other Than Personnel Costs:</b> This category includes non-personnel items such as travel, supplies and expense, non-capital equipment purchases, etc., that are typically part of an instructional department or program's cost of doing business. <i>Excluded</i> from this category are items such as central computing costs, centrally allocated computing labs, graduate student tuition remission and fee waivers, etc.</p> <p><b>Research:</b> This category includes all funds expended for activities specifically organized to produce research outcomes and commissioned by an agency either external to the institution or <b>separately budgeted</b> by an organizational unit within the institution. Report total research expenditures only. It is not necessary to disaggregate costs for this category.</p> <p><b>Public Service:</b> Report all funds <b>separately budgeted</b> specifically for public service and expended for activities established primarily to provide non-instructional services beneficial to groups external to the institution. Examples include cooperative extension and community outreach projects. Report total service expenditures only. It is not necessary to disaggregate costs for this category.</p> <p><b>Federally Funded Research:</b> As defined by NSF</p> <p><b>Total Research and Expenditures:</b> As defined by NSF</p>					

# Louisiana State University Health Sciences Center New Orleans

**Table I: Affiliated Off-Campus Sites**

LSU System Campus	Name of Affiliated Off- Campus Site	Gross Revenue Generated by Affiliate Campus
	<i>Not Applicable</i>	

**Table II: Board of Regent Support Funds**

LSU System Campus	Name of Support Fund	Endowment
LSUHSC-NO	Carol Ashton D'Angelo Professorship of Alcohol and Drug Stud	\$ 120,071
LSUHSC-NO	Drs. William G. '64 and Hannelore H. '63 Giles Scholarship	\$ 1,250,734
LSUHSC-NO	Betty Lynne Theriot Distinguished Professorship of Clinical	\$ 120,379
LSUHSC-NO	Allen A. Copping Chair for Excellence in Teaching	\$ 1,192,840
LSUHSC-NO	Kenneth Ardoin/Pfizer Chair in Basic Cardiovascular Research	\$ 1,935,243
LSUHSC-NO	William and Sarah Jane Pelon Chair in the Dept of Microbiolo	\$ 4,143,138
LSUHSC-NO	David R. Bethune - Lederle Lab Professorship in Pharmacology	\$ 135,049
LSUHSC-NO	L. Allen Barker, PhD Professorship in Pharmacology	\$ 110,768
LSUHSC-NO	L. Allen Barker, PhD Professorship in Pharmacology Education	\$ 110,768
LSUHSC-NO	Joseph M. Moerschbaecher, III, PhD Professorship of Pharmaco	\$ 110,851
LSUHSC-NO	Kai and Earl Rozas Professorship of Physiology	\$ 132,479
LSUHSC-NO	Kenneth Ardoin/Pfizer Chair in Translational Biomedical Rese	\$ 2,189,773
LSUHSC-NO	Edmund E. Jeansonne, Sr., DDS Professorship of Continuing Ed	\$ 178,223
LSUHSC-NO	Robert F. Eastman, Sr., DDS Professorship in Operative Denti	\$ 137,692
LSUHSC-NO	Victor Halperin, DDS Professorship of Dental Research	\$ 147,346
LSUHSC-NO	Marie Copping Professorship in General Dentistry	\$ 137,380
LSUHSC-NO	Carl Baldrige Endowed Chair in Dentistry	\$ 1,194,037
LSUHSC-NO	Hank Helmer Directional Drilling Professorship in Dentistry	\$ 128,909
LSUHSC-NO	Ralph and Lily Dauterive Professorship in Operative Dentistr	\$ 122,366
LSUHSC-NO	Carl & Beulah Baldrige Rural Scholars Track Scholarship	\$ 1,872,387
LSUHSC-NO	Raymond G. Leubke, DDS Professorship in Endodontics	\$ 186,800
LSUHSC-NO	Alliance to the Louisiana Dental Association Scholarship	\$ 284,336
LSUHSC-NO	Brasseler USA Professorship in Prosthodontics	\$ 135,630
LSUHSC-NO	Johnson Foundation Professorship in Endodontics	\$ 139,279
LSUHSC-NO	William Ben Johnson Professorship in Endodontics	\$ 153,300
LSUHSC-NO	Tulsa Dental Professorship in Endodontics	\$ 170,365

**Table II: Board of Regent Support Funds**

LSU System Campus	Name of Support Fund	Endowment
LSUHSC-NO	R. Jack and Mary Louise Cassingham Chair in Periodontics	\$ 1,357,275
LSUHSC-NO	Blue Cross Blue Shield of Louisiana Professorship	\$ 138,025
LSUHSC-NO	Jack Sheridan Professorship in Student Clinical Dental Resea	\$ 117,668
LSUHSC-NO	Shu Cheuk Professorship in Comprehensive Dentistry	\$ 129,880
LSUHSC-NO	Robert J. Musselman Professorship in Pediatric Dentistry	\$ 123,304
LSUHSC-NO	William and Sarah Jane Pelon Professorship in Oral and Crani	\$ 122,218
LSUHSC-NO	Marshall I. Gottsegen Professorship in Orthodontics	\$ 381,783
LSUHSC-NO	Guy A. Favalaro Professorship in Orthodontics	\$ 393,591
LSUHSC-NO	Bernhard M. Schwaninger Professorship of Orthodontics	\$ 409,384
LSUHSC-NO	Terence E. Walsh Graduate Scholarship of Orthodontics	\$ 354,058
LSUHSC-NO	Cheuk Family Professorship in Comprehensive Dentistry II	\$ 113,934
LSUHSC-NO	LSUSD Orthodontic Alumni Endowed Scholarship	\$ 339,227
LSUHSC-NO	Thomas J. Kiebach Endowed Scholarship in Pediatric Dentistry	\$ 114,018
LSUHSC-NO	Linda Cao and Phuong Nguyen Scholarship in Pediatric Dentist	\$ 115,153
LSUHSC-NO	Committee of 100 Scholarship in Dentistry	\$ 118,680
LSUHSC-NO	Thomas E. McNeely, DDS, MS, Scholarship in Dentistry	\$ 120,833
LSUHSC-NO	Edward L. Donaldson, Jr. Scholarship in Pediatric Dentistry	\$ 104,135
LSUHSC-NO	Dr. Jeffrey P. Feingold/MCNA Dental Rural Scholars Scholarsh	\$ 462,231
LSUHSC-NO	Henry A. Gremillion Chair in Orofacial Pain	\$ 1,114,503
LSUHSC-NO	Parker E. Mahan Professorship in Orofacial Pain	\$ 114,717
LSUHSC-NO	James R. Peltier Chair in Oral and Maxillofacial Surgery	\$ 2,009,470
LSUHSC-NO	The United Cerebral Palsy of Greater New Orleans Fund	\$ 90,180
LSUHSC-NO	Marilyn L. Zimny, PhD Professorship in Graduate Studies	\$ 213,522
LSUHSC-NO	Frank Low, PhD Endowed Graduate Student Scholarship	\$ 213,310
LSUHSC-NO	Robert F. Dyer Endowed Graduate Student Scholarship	\$ 179,100
LSUHSC-NO	H. Adele Spence Endowed Graduate Student Scholarship	\$ 176,559
LSUHSC-NO	L. Allen Barker Endowed Graduate Student Scholarship	\$ 411,604
LSUHSC-NO	Herbert C. Dessauer Endowed Graduate Student Scholarship	\$ 156,599
LSUHSC-NO	Pfizer/Salvatore Giorgianni Professorship of Health Systems	\$ 118,683
LSUHSC-NO	Jim Finks Chair for Health Promotion	\$ 1,166,789
LSUHSC-NO	Charles L. Brown, Jr., MD Professorship in Health Promotion	\$ 142,498
LSUHSC-NO	John A. Rock, MD Professorship for Visiting Scholars	\$ 166,914
LSUHSC-NO	AmeriHealth Mercy General Russell L. Honore' Professorship	\$ 127,445
LSUHSC-NO	Dean Fontham Endowed Superior Graduate Student Scholarship	\$ 124,072
LSUHSC-NO	Richard A. Culbertson Professorship	\$ 117,349
LSUHSC-NO	Sister Henrietta Guyot Professorship in Nursing	\$ 200,010
LSUHSC-NO	James B. and Helen A. Dunn Professorship in Nursing	\$ 164,020
LSUHSC-NO	St. Charles General Hospital Auxiliary Professorship in Nurs	\$ 209,953
LSUHSC-NO	P.K. Scheerle, RN Professorship In Nursing	\$ 187,737
LSUHSC-NO	Tenet Health System/JoEllen Smith, BSN Chair of Nursing	\$ 1,905,896



**Table II: Board of Regent Support Funds**

LSU System Campus	Name of Support Fund	Endowment
LSUHSC-NO	Tucker H. Couvillon, III Professorship of Nursing Research	\$ 198,209
LSUHSC-NO	Kelly R. Stewart, MD Chair of Dermatology	\$ 1,749,295
LSUHSC-NO	Susan M. Leary and Richard A. Culbertson Professorship	\$ 115,758
LSUHSC-NO	John N. Bickers Professorship in Hematology/Oncology	\$ 151,131
LSUHSC-NO	Pfizer/Allen D. Meisel, MD Professorship of Gastroenterology	\$ 129,016
LSUHSC-NO	Pfizer/Kenneth A. Ardoin Professorship of Family Medicine	\$ 262,225
LSUHSC-NO	Ernest N. Morial Endowed Chair for the Research and Treatment	\$ 2,517,461
LSUHSC-NO	Victor M.G. Chaltiel Professorship of Medicine	\$ 117,646
LSUHSC-NO	Women in Medicine Professorship	\$ 134,849
LSUHSC-NO	Gerald S. Berenson, MD Professorship in Preventive Cardiology	\$ 444,674
LSUHSC-NO	David Lucas (Luke) Glancy Professorship of Cardiology	\$ 204,889
LSUHSC-NO	Keith Van Meter, MD Spirit of Charity Professorship	\$ 130,818
LSUHSC-NO	Charles A. Cefalu, MD Professorship in Geriatrics	\$ 119,240
LSUHSC-NO	Gerald S. and Joan Berenson Chair in Healthy Aging and Longevity	\$ 1,134,913
LSUHSC-NO	Richard A. Culbertson and Susan M. Leary Professorship	\$ 87,266
LSUHSC-NO	Cris Mandry, MD Professorship	\$ 86,041
LSUHSC-NO	Sarah d'Autremont, MD Professorship	\$ 86,041
LSUHSC-NO	Pfizer Professorship in Primary Care at Earl K. Long	\$ 170,429
LSUHSC-NO	Paula Garvey Manship Chair of Medicine	\$ 1,288,908
LSUHSC-NO	Carl Baldrige Endowed Chair in Neurology	\$ 2,743,664
LSUHSC-NO	Grace Benson Professorship of Neurology	\$ 135,234
LSUHSC-NO	Tom Benson Professorship of Neurology	\$ 121,359
LSUHSC-NO	Austin J. Sumner, MD Professorship in Neurology	\$ 263,435
LSUHSC-NO	David G. Kline, MD Professorship of Neurosurgery	\$ 184,866
LSUHSC-NO	David G. Kline, MD Endowed Chair in Neurosurgery	\$ 1,387,775
LSUHSC-NO	Kelsey Bradley Favrot Endowed Chair in Neuro-Oncology	\$ 1,518,750
LSUHSC-NO	Jack Andonie, MD Professorship in Gynecological Surgery	\$ 178,342
LSUHSC-NO	Jerome M. Maas Chair in Reproductive Endocrinology	\$ 1,886,324
LSUHSC-NO	Prince Abdulaziz Bin Ahmad Abdulaziz Al-Saud Chair for Study	\$ 2,366,147
LSUHSC-NO	Herbert E. Kaufman, MD Chair of Ophthalmology	\$ 1,551,210
LSUHSC-NO	Ernest C. and Yvette C. Villere Chair in Neuroscience	\$ 6,383,746
LSUHSC-NO	Viola M. and Charles L. Lacoste, Sr. Professorship	\$ 123,362
LSUHSC-NO	Dominick D and Wilhelmina L Aiena Prof in Ophthalmology	\$ 123,693
LSUHSC-NO	Donald Edward Texada, MD Professorship of Ophthalmology	\$ 249,422
LSUHSC-NO	G. Dean MacEwen Endowed Chair in Pediatric Orthopaedics	\$ 1,309,467
LSUHSC-NO	Elaine A. Dore' Endowed Chair in Orthopaedics	\$ 1,343,985
LSUHSC-NO	Kenneth and Frances Barnes Bullington Professorship in Hearing	\$ 131,440
LSUHSC-NO	Charles I. Berlin, Ph.D Endowed Chair for the Genetic	\$ 1,121,050
LSUHSC-NO	Mervin L. Trail, MD Endowed Chair in Head and Neck Oncology	\$ 1,449,430
LSUHSC-NO	Leslie Lewinter-Suskind and Robert Suskind Professorship	\$ 273,977

**Table II: Board of Regent Support Funds**

LSU System Campus	Name of Support Fund	Endowment
LSUHSC-NO	Nelson K. Ordway, MD Professorship of Pediatric Research	\$ 530,655
LSUHSC-NO	Children's Hospital Professorship of Pediatric Research	\$ 371,387
LSUHSC-NO	Michael Sly, MD Professorship of Allergy and Immunology	\$ 168,594
LSUHSC-NO	Nick Gagliano Professorship in Emergency Pediatrics	\$ 188,236
LSUHSC-NO	Nick Gagliano Professorship in Ambulatory Pediatrics	\$ 151,814
LSUHSC-NO	Michael Sly, MD Professorship of Pediatric Immunology Resear	\$ 365,179
LSUHSC-NO	Bettina C. Hilman, MD Professorship of Pediatric Allergy	\$ 360,952
LSUHSC-NO	Sheila Gottschalk Professorship in Excellence in Teaching	\$ 182,593
LSUHSC-NO	Eugenie and Joseph Jones Family Foundation Professorship	\$ 163,075
LSUHSC-NO	Alan Robson, MD Professorship in Pediatric Nephrology	\$ 114,800
LSUHSC-NO	John Ey, MD Professorship in Hospitalist Pediatrics	\$ 165,835
LSUHSC-NO	Research Institute for Children Professorship	\$ 148,813
LSUHSC-NO	Imtiaz Ahmed Professorship for International Primary	\$ 157,720
LSUHSC-NO	Duna Penn, MD Professorship for Neonatal Perinatal Medicine	\$ 117,718
LSUHSC-NO	Emma Sadler Moss Professorship of Pathology	\$ 182,580
LSUHSC-NO	Carl Adatto Professorship In Psychoanalytic Psychiatry	\$ 160,066
LSUHSC-NO	Kathleen and John Bricker Endowed Chair in Psychiatry	\$ 1,284,739
LSUHSC-NO	Paul J. Ramsay Endowed Chair of Psychiatry	\$ 1,640,205
LSUHSC-NO	George C. Dunn Professorship in Psychiatry	\$ 121,890
LSUHSC-NO	Edward D. Levy, Jr., MD Professorship in Psychiatry	\$ 110,936
LSUHSC-NO	Carl Adatto Professorship in Community Psychiatry	\$ 108,743
LSUHSC-NO	Anderson/Searle Professorship	\$ 120,104
LSUHSC-NO	Barbara Lemann Professorship of Child Welfare	\$ 151,651
LSUHSC-NO	Max Sugar Professorship in Infant, Child and Adolescent Psyc	\$ 287,285
LSUHSC-NO	Fraternal Order of Eagles Ronald Reagan Professorship	\$ 149,698
LSUHSC-NO	Margie Villere Professorship for Childhood Development	\$ 163,562
LSUHSC-NO	Dr. Mollie Marcus Wallick Professorship in Psychiatry	\$ 121,914
LSUHSC-NO	Howard & Joy Osofsky Professorship of Addiction Psychiatry	\$ 250,546
LSUHSC-NO	Emeril J. Lagasse, III Professorship for Child and Adolescen	\$ 324,957
LSUHSC-NO	Dr. George Albert Bishop Professorship in Public Psychiatry	\$ 122,167
LSUHSC-NO	Pfizer/Hank McCrorie Trauma Surgery Professorship	\$ 191,689
LSUHSC-NO	Lori Whited Lacoste Professorship in Clinical/Trauma Surgery	\$ 88,849
LSUHSC-NO	Horatio Reily Professorship in Urology	\$ 117,621
LSUHSC-NO	William Boatner Reily Professorship in Urology	\$ 145,600
LSUHSC-NO	H. Eustis Reily Professorship in Urology	\$ 124,414
LSUHSC-NO	Joseph N Macaluso, Jr, MD FACS Professorship of Endourology	\$ 127,272
LSUHSC-NO	David L. Autin, MD, Scholarship Fund	\$ 116,804
LSUHSC-NO	Irvin Cahen, MD Endowed Chair in Orthopaedic Surgery	\$ 1,164,089
LSUHSC-NO	Isidore Cohn, Jr., MD Chair in Surgery	\$ 1,313,449
LSUHSC-NO	Richard E. L. Fowler Professorship of Pediatrics	\$ 225,951
LSUHSC-NO	Harry E. Dascomb, MD Professorship of Medicine	\$ 672,239

**Table II: Board of Regent Support Funds**

LSU System Campus	Name of Support Fund	Endowment
LSUHSC-NO	Howard Buechner, MD Professorship of Medicine	\$ 662,718
LSUHSC-NO	Abe Mickal, MD Chair in Obstetrics and Gynecology	\$ 1,209,946
LSUHSC-NO	Edgar Hull, MD Endowed Chair in Medicine	\$ 1,224,010
LSUHSC-NO	Jim Lowenstein Professorship in Medicine	\$ 838,705
LSUHSC-NO	Richard M. Paddison, MD Professorship of Neurology	\$ 964,773
LSUHSC-NO	John H. Seabury, MD Professorship in Medicine	\$ 195,888
LSUHSC-NO	James D. Rives Professorship of Cancer Surgery	\$ 158,526
LSUHSC-NO	Fred G. Brazda, PhD Professorship in Biochemistry	\$ 239,102
LSUHSC-NO	Philip Cenac, MD Professorship of Medical Ethics	\$ 253,250
LSUHSC-NO	Henry Jolly, MD Professorship of Clinical Dermatology	\$ 992,188
LSUHSC-NO	James D. Rives Professorship of Surgery	\$ 320,762
LSUHSC-NO	Jack Perry Strong Chair in Pathology	\$ 2,137,178
LSUHSC-NO	Richard Ashman, PhD Professorship in Physiology	\$ 225,340
LSUHSC-NO	Marilyn L. Zimny, PhD Professorship in Anatomy	\$ 150,640
LSUHSC-NO	Claude C. Craighead, MD Chair in Vascular Surgery	\$ 2,604,347
LSUHSC-NO	George D. Lyons, Jr., MD Chair in Otolaryngology Head and	\$ 1,407,821
LSUHSC-NO	Russell C. Klein, MD Alumni Professorship	\$ 174,834
LSUHSC-NO	Marie LaHasky Professorship of Family Medicine	\$ 570,350
LSUHSC-NO	Ronald Welsh, MD Professorship of Pathology	\$ 605,676
LSUHSC-NO	Warren C. Plauche, MD Professorship of Maternal Fetal Medici	\$ 160,162
LSUHSC-NO	Albert Lauro, MD Professorship of Emergency Medicine	\$ 207,392
LSUHSC-NO	Fred Allison, Jr., MD Professorship of Medicine	\$ 127,395
LSUHSC-NO	Richard Robichaux Professorship	\$ 100,738
LSUHSC-NO	Harvey A. Gabert, MD Chair in Obstetrics and Gynecology	\$ 1,403,109
LSUHSC-NO	Louis R. Cabiran, MD Professorship of Medicine	\$ 315,007

**Table II: Board of Regent Support Funds**

LSU System Campus	Name of Support Fund	Endowment
LSUHSC-NO	Julius H. Mullins, Sr., MD Professorship of Anatomy	\$ 138,936
LSUHSC-NO	Robert S. Daniels Professorship of Medical Education	\$ 167,124
LSUHSC-NO	William H. Stewart, MD Chair in Pediatrics	\$ 1,346,456
LSUHSC-NO	Percy Rosenbaum, MD Professorship of Pediatrics	\$ 182,981
LSUHSC-NO	Robert D. D'Ambrosia Chair in Orthopaedic Surgery	\$ 1,711,704
LSUHSC-NO	James K. Howles, MD Professorship in Dermatology	\$ 497,511
LSUHSC-NO	Pelayo Correa, MD Professorship of Pathology	\$ 158,334
LSUHSC-NO	David Drez, Jr., MD Chair in Orthopaedic Sports Medicine	\$ 1,462,546
LSUHSC-NO	Richard Vial, MD Professorship of Medical Education	\$ 174,632
LSUHSC-NO	Roland Coulson, PhD Professorship of Biochemistry	\$ 183,257
LSUHSC-NO	G. John Buddingh, MD Professorship in Microbiology	\$ 234,596
LSUHSC-NO	Charles V. Sanders, MD Chair of Medicine	\$ 1,279,970
LSUHSC-NO	Warren R. Summer, MD Professorship of Pulmonary Medicine	\$ 156,615
LSUHSC-NO	Louis Levy II, MD, M'43 Professorship of Research Cardiology	\$ 287,489
LSUHSC-NO	Brian P. Jakes, Sr., Professorship in Rural Healthcare	\$ 168,782
LSUHSC-NO	Nicolas G. Bazan, MD, PhD Professorship in Emergency Medicin	\$ 124,992
LSUHSC-NO	Eduardo Marvez-Valls, MD Professorship of Emergency Medicine	\$ 173,034
LSUHSC-NO	William A. Rock, Jr., MD Professorship in Clinical Pathology	\$ 148,871
LSUHSC-NO	Charles W. Hilton, MD Professorship of Medical Education	\$ 108,729
LSUHSC-NO	Gerald and Gayle Foret Professorship of Family Medicine	\$ 222,564
LSUHSC-NO	Raja W. Dhurandhar, MD Professorship of Cardiology	\$ 125,244
LSUHSC-NO	Alice Baker Holoubek, MD Professorship of Medicine	\$ 127,624
LSUHSC-NO	Samuel G. McClugage, Jr., PhD Professorship of Cell Biology	\$ 173,430
LSUHSC-NO	Charles W. McMillin, III and Richard Paul Grace Chair of Can	\$ 1,853,937
LSUHSC-NO	Keith A. Collins MD Memorial Scholarship	\$ 117,617
LSUHSC-NO	Patricia Powers Strong Professorship in Oncology	\$ 325,597
LSUHSC-NO	Amgen Oncology Professorship	\$ 215,030
LSUHSC-NO	Morey L. Sear/Dr. Oliver Sartor Professorship for Prostate	\$ 189,542
LSUHSC-NO	Wendell H. Gauthier Chair of Cancer Research	\$ 1,109,799
LSUHSC-NO	Cancer Crusaders Endowed Professorship in Cancer Research	\$ 830,332
LSUHSC-NO	Frances Zuppardo Professorship of Cancer Research	\$ 222,877
LSUHSC-NO	Al Copeland/Cancer Crusaders Chair in Neuroendocrine Cancer	\$ 1,626,353
LSUHSC-NO	Cancer Crusaders Chair in Advanced Cancer Therapy Research	\$ 1,184,656
LSUHSC-NO	Bollinger Family Professorship in Alzheimer's Disease	\$ 128,324
LSUHSC-NO	EENT Professorship in the LSU Neuroscience Center of Excellence	\$ 117,622
LSUHSC-NO	Ernest C. and Yvette C. Villere Chair for the Study of Retin	\$ 3,202,357
LSUHSC-NO	Drs. Tricia Paulsen '82 and Tom Paulsen Scholarship Fund	\$ 114,877
LSUHSC-NO	T.G. and Doris Solomon Family Endowed Chair	\$ 2,227,474

LSU System Campus	Foundation	Total Assets (\$ Amount)
LSUHSC-NO	The Foundation for the LSU Health Sciences Center	\$192,154,044

# Louisiana State University Health Sciences Center New Orleans

## National Benchmark Report

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<b>USMLE Step 1</b>							
LSU School of Medicine Mean Total Score	229	228	229	228	231	225	88%
National Mean Total Score	228	229	230	231	233	230	93%

\*In January, the USMLE Step 1 score transitioned to Pass/Fail only. This data is the pass rate for first time examinees in our class compared to the national average. Also preliminary will be updated in subsequent year.

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<b>USMLE Step 2 CK</b>							
LSU School of Medicine in New Orleans Mean Total Score	240	242	242	242	243	245	244
National Mean Total Score	242	242	243	243	245	246	247

	Federal FY 15	Federal FY 16	Federal FY 17	Federal FY 18	Federal FY 19	Federal FY 20	Federal FY 21
<b>NIH Dollars Awarded by Funding Mechanisms</b>							
LSU School of Medicine Rank	91	93	90	90	87	88	90
Total Schools of Medicine with NIH Awards	138	139	141	146	142	151	143

**Louisiana State University  
Health Sciences Center Shreveport**



**April 21, 2023**

# Louisiana State University Health Sciences Center Shreveport

## Executive Summary

### Introduction

Established in 1969, Louisiana State University Health Sciences Center at Shreveport (LSUHSC-S) has an admirable history of advancing health sciences education, scientific discovery, and patient care. LSUHSC-S is home to schools of medicine, allied health professions, and graduate studies, and its programmatic and degree range in the health professions and biomedical sciences enable the state's most talented individuals to become outstanding practitioners, researchers, and educators. The institution's comprehensive primary, specialty, and sub-specialty clinical programs support the educational mission while improving the health and healthcare of Louisiana's population through the delivery of preventive, diagnostic, and treatment services from primary to quaternary levels. LSUHSC-S is also committed to addressing today's health care needs through forward-thinking biomedical research and therapeutic innovations that contribute to the body of knowledge and practice in science and medicine.

### Metric I: Completions

The number of completers in 2021-22 increased 7% from the previous year. Notably, the number of MD completers increased 19% due to incremental bumps in entering class size from 2017 to 2019.

### Metric II: Enrollment

In fall 2022, total enrollment remained relatively constant at 1016 from the previous fall, which reached an all-time high headcount of 1020. The School of Medicine's enrollment increased 2% from the previous fall and set a record high enrollment of 593. The School of Graduate Studies enrollment increased 19% from the previous fall and hit its highest headcount in 13 years. The School of Allied Health enrollment minorly decreased from the previous fall.

### Metric III: Student Success

Acknowledging a special responsibility to Louisiana, the School of Medicine draws its applicants from mostly in-state residents. Despite a limited applicant pool, the school's licensure pass rates continue to be consistently competitive with national pass rates. The LSUHSC-S School of Medicine continues to employ various approaches to maintain or increase passage rates on licensure exams including early identification of at-risk students, individual student counseling, practice examinations, increased patient contact and faculty interaction, and simulation. In 2021-22, LSUHSC-S medical students achieved 89% (vs. 93% nationally) and 100% first-time pass rates (vs. 99% nationally) on USMLE Step 1 and USMLE Step 2, respectively.

In the School of Allied Health Professions, licensure pass rates across all programs continue to be consistently competitive with national pass rates. Notably, graduates of the school's Cardiopulmonary Science and Speech-Language Pathology Programs achieved a 100% first-time pass rate on their respective licensing exams in 2021-22. The school continues to institute various methods to maintain or increase passage rates on licensure and certification exams and to improve workforce foundational skills. Strategies incorporated include early identification of students needing remediation, individual student counseling, study groups, practice examinations, clinical practice skill development, and interactive teaching by faculty on clinical rotations.

### Metric IV: Campus Research

In March 2020, scientists at LSUHSC-S established the Emerging Viral Threat (EVT) Laboratory to address the need for faster detection and

# Louisiana State University Health Sciences Center Shreveport

## Executive Summary

processing of COVID-19 tests. The EVT Lab is the first in North Louisiana approved by the Centers for Medicare and Medicaid (CMS) to conduct and analyze tests to determine if an individual has COVID-19. The EVT Lab is working to obtain complete genome sequences of the viruses from samples in cooperation with nationwide and international efforts to better understand the virus, enable molecular epidemiology work, such as contact tracing, and to inform future vaccine efforts. The lab provides the same offerings as Centers for Disease Control and Prevention (CDC) testing locations and is working collaboratively with the World Health Organization (WHO) and CDC-sanctioned testing labs, following the same testing criteria. LSUHSC-S is proud to have nationally and internationally renowned NIH funded virologists on our faculty. Creation of the Emerging Viral Threat (EVT) laboratory brings together numerous regional experts to provide urgently needed COVID-19 testing solutions while allowing our community and state to be prepared for future viral threats when they occur.

LSUHSC-S is home to seven distinct centers that focus on diverse aspects of biomedical and clinical research involving cancer, cardiovascular disease, neurological disease, and inflammatory disorders: 1) Center for Cardiovascular Diseases and Sciences, 2) Feist-Weiller Cancer Center, 3) Center of Excellence in Arthritis and Rheumatology, and 4) Center for Brain Health, 5) Center for Tissue Engineering and Regenerative Medicine, and 6) the Louisiana Addiction Research Center, and 7) the Center of Excellence in Emerging Viral Threat (CEVT) Laboratory.

In 1985, Malcolm Feist, a Shreveport attorney, donated his estate to LSUHSC-S with the sole purpose of supporting cardiovascular disease research at LSUHSC-S. In 2013, the Center for Cardiovascular Diseases and Sciences (CCDS) was approved by the LSU Board of Supervisors and the Louisiana Board of Regents. The goal of the CCDS is to invest in the future of cardiovascular research at LSUHSC-S by identifying and enhancing research opportunities for faculty, creating a strong environment for mentoring trainees, and engaging clinical scientists in translational research and clinical trials. The major focus areas of CCDS investigators include atherosclerosis, cardiac function, neurovascular and stroke, and micro-vascular function. The CCDS was recently approved and recommended by the LSU Board of Supervisors to the Board of Regents as a Center of Excellence.

The Feist-Weiller Cancer Center (FWCC) began as a Center for Excellence in Cancer Treatment, Research, Education and Prevention by an act of the Louisiana Board of Regents in 1993. The center was named Feist-Weiller Cancer Center in 1997 following a generous gift to honor the Feist and Weiller families. The Feist-Weiller Cancer Center is a matrix organization with three divisions: Clinical Cancer Research, Basic and Translational Cancer Research, and Cancer Prevention and Control. The FWCC serves a unique position in the community by being a St. Jude's Affiliate Clinic in which children are treated according to detailed St. Jude's protocols. The major research focus areas of FWCC investigators include viral oncogenesis, hematological malignancies, prostate cancer, cellular transformation, altered cell cycle regulation, and cancer prevention and control.

The Center of Excellence in Arthritis and Rheumatology (CEAR) was established and funded by the Louisiana Legislature in 1990 for the development and expansion of multidisciplinary, interdepartmental clinical programs, education and research excellence. CEAR research endeavors are centered on arthritis and rheumatologic diseases, as well as broader focus areas of immunological and inflammatory diseases as they relate to cardiovascular diseases and cancer. Thus, CEAR is poised to better integrate with the CCDS and FWCC and leverage its unique faculty and clinical patient population for enhanced research on the campus.

The Center for Brain Health (CBH) received full approval from the Louisiana Board of Regents in October 2019. The CBH will provide comprehensive care for brain disorders while expanding neuroscience-related education and research. Clinicians and neuroscientists at LSUHSC-S and neighboring institutions have begun working to create such a team, where cutting-edge technology is used to provide top-quality state-of-the-art care and conduct pioneering research that will lead to the development of new therapies for brain disorders.

The Louisiana Addiction Research Center received provisional from the Louisiana Board of Regents in December 2019. The mission of LSU Health Sciences Center Shreveport's Louisiana Addiction Research Center (LARC) is to provide addiction research and education in an integrated



# Louisiana State University Health Sciences Center Shreveport

## Executive Summary

Health Sciences Center Shreveport's Louisiana Addiction Research Center (LARC) is to provide addiction research and education in an integrated environment pursuing the latest in innovative approaches and learning. Through this research it is our goal to develop therapeutic models that optimize compassionate care to patients suffering from substance use disorder (SUD), while improving knowledge and understanding of SUD as a public health issue through active collaboration with our community. The overarching goal of LARC is to foster collaborative multidisciplinary research projects that integrate not only basic and clinical science, but engagement with a community of stakeholders throughout Louisiana. Addiction is clearly wreaking havoc in Louisiana: unless our community can come together with a workable plan to address it, we will not be able to stop the cycle of this disease.

The majority of the basic research studies are funded by federal research agencies, such as the National Institutes of Health and private associations and foundations; most of the clinical studies receive funding support from the pharmaceutical industry.

### **Metric V: Technology Transfer**

As part of its mission, LSUHSC-S supports the region and the state in economic growth and prosperity by utilizing research and knowledge to engage in productive partnerships with the private sector. Ongoing partnerships between LSUHSC-S and several start-up companies are active and making a difference in the biomedical field.

Intellectual property developed at LSUHSC-S has been exclusively licensed to development-stage companies that are working toward the commercialization of these technologies. For example, Embera NeuroTherapeutics, a start-up company from LSUHSC-S, has been granted a license to commercialize patented drug combination for the treatments for smoking cessation and other addictions. Innolyzer, LLC, a new LSUHSC-S faculty start-up company, was licensed in 2013-2014, to commercialize several patents for the detection and analysis of hydrogen sulfide levels in biological fluids as well as other liquids such as petroleum products. Segue Pancreatic, a start-up company, licensed technologies in 2016, has discovered repurposed drugs that inhibit the activation of pancreatic cancer-associated fibroblasts (pancreatic stellate cells or PSCs), which are cells in the tumor microenvironment that play a critical role in pancreatic cancer growth, invasion and metastasis. ST2001 and ST2022 are our lead drugs that inhibit fibroblast activation, thereby preventing these cells from contributing to disease progression. Thus, targeting both tumor cells and the cells in the surrounding microenvironment might greatly increase the efficacy of treatment.

# Louisiana State University Health Sciences Center Shreveport

## Executive Summary

Our most recent and exciting license involves a company JanOne, LLC. JanOne has licensed 30 LSUHSC-S assigned and issued patents in the fall of 2019, all associated with Peripheral Artery Disease (PAD) and cardiovascular diseases. JanOne Inc. (NASDAQ: JAN), a company focused on bringing treatments to market for conditions that cause severe pain and drugs with non-addictive pain relieving properties, has executed a manufacturing agreement for the formulation and manufacturing of TV1001SR, a treatment for Peripheral Artery Disease (PAD) for Phase 2b trials. JanOne acquired the worldwide right from LSUHSC-S to TV1001SR, a twice-daily orally dosed slow-release formulation of the FDA-approved therapeutic sodium nitrite. Results from Phase 2a clinical trials support the use of sodium nitrite for the treatment and prevention of peripheral artery disease (PAD), and as a non-addictive treatment for diabetic neuropathy. The Phase 2b trials, with our LSUHSC-S technologies, began in the fall of 2020.

Several established companies have licensed LSUHSC-S developed technologies. Companies such as Applied Biosystems, Cellscript, New England Biolabs, Life Technologies, and BioNTech have licensed technology developed at LSUHSC-S for the synthesis and use of anti-reverse mRNA cap analogs (ARCA). BioNTech, a fully integrated private biotechnology company developing personalized cancer immunotherapies, has exclusively licensed technology developed here at LSUHSC-S for therapeutic treatments. BioNTech is currently involved in Phase 3 trials with Genentech and Astra Zeneca, involving LSUHSC-S technologies.

### **Metric VI: Revenue Sources**

Payout from endowment is generated from endowment earnings, which are tied to current interest rates, resulting in variations from year to year. Foundation total assets decreased 13% in 2021-22 from the previous year due to the state of the economy, which has caused unrealized declines in long-term investments. Gross revenue generated from tuition and fees rose approximately 4% from the previous year as a result of increased enrollment in the School of Medicine.

### **Metric VII: Teaching Productivity**

In 2021-22, the number of faculty rose 10.4% from the previous year. Duplicated student headcount and total student credit hours increased 0.5% and 1.9% respectively.

LSUHSC-S faculty have equally important responsibilities in areas of patient care, research and scholarly contributions, and education. Because of the broad range of teaching activities (e.g. didactic, clinical, laboratory, small groups, etc.) at academic medical centers and teaching hospitals, teaching productivity of faculty is not easily quantified, and often underestimated. In addition to quantifiable time spent teaching in the classroom, the duty of educators at an academic health science center is to train learners to attain skills identical to their own. Therefore, a significant amount of faculty teaching occurs simultaneously with their other duties. Clinical faculty teach varied levels of learners (e.g. students, residents, fellows) important aspects of clinical medicine and patient care in the hospital or clinic setting while performing their own clinical duties. Likewise, research scientists train graduate students and postdoctoral fellows as well as some clinical trainees in the research laboratory while performing their own research activities.

## **LSUHSC-S MISSION:**

The primary mission of Louisiana State University Health Sciences Center at Shreveport (LSUHSC-S) is to teach, heal, and discover in order to advance the well-being of the State, region, and beyond. LSUHSC-S encompasses the Schools of Medicine, Graduate Studies, and Allied Health Professions in Shreveport.

To implement its mission, LSUHSC-S is committed to:

- Prepare learners for careers in health care service, teaching and research using state-of-the-art curricula, methods, and facilities.
- Provide a growing, diverse regional patient population with state-of-the-art clinical care, including a range of tertiary special services.
- Achieve distinction and international recognition for basic science and clinical research programs that contribute to the body of knowledge and practice of science and medicine.
- Utilize research and knowledge to support economic growth and prosperity of the region and State by engaging in productive partnerships with the private sector.
- Foster a culture of diversity and inclusion that promotes mutual respect for all.

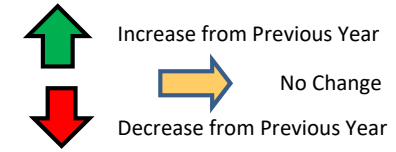
# Louisiana State University Health Sciences Center at Shreveport

## Metrics at a Glance 2021-2022

Legend:

Statistic	
X	Y
Z	%

Most Recent Available  
% Change from Previous Year



Metric I Degrees Awarded	Metric II Enrollment	Metric III Student Success	Metric IV Research Expenditures	Metric V Technology Transfer	Metric VI Revenues	Metric VII Instruction Productivity
<b>Bachelors</b>	<b>Total Undergraduate Headcount</b>	<b>Fall Headcount</b>	<b>Total number of faculty holding grants</b>	<b>Invention Disclosures</b>	<b>Total Market Value of Endowment</b>	<b>Faculty Full-time</b>
18   16	33   23	1,037   1,037	68   58	33   24	236,430,358   202,049,403	535   535
15   ↓ -11.1%	23   ↓ -14.8%	889   ↑ 1.7%	43   #DIV/0!	4   ↓ -25.0%	168,045,871   ↓ -14.5%	431   ↑ 12.4%
<b>Masters</b>	<b>Total Graduate Headcount</b>	<b>Fall Credit Hours</b>	<b>Research \$ per faculty holding grants</b>	<b>Licenses\Options Executed</b>	<b>Foundations total Assets (\$ Amount)</b>	<b>Total Faculty</b>
76   69	422   422	18,517.5   18,263.5	851,353   508,655	5   3	310,112,374   268,434,931	605   605
69   ↓ -5.5%	350   ↑ 2.9%	13,756.5   ↓ -1.4%	403,397   #DIV/0!	0   ↓ -62.5%	203,792,720   ↓ -13.4%	505   ↑ 10.4%
<b>Doctoral - Research/Scholarship</b>	<b>Total Professional Headcount</b>	<b>Fall FTE</b>	<b>Total numHer of PhD's awarded (School of Graduate Studies only)</b>	<b>New Patents Filed - Total</b>	<b>Total Value (\$ Amount) of MoR Support Fund (Chair &amp; Professorship)</b>	<b>Number of Sections</b>
15   11	592   592	977.0   977.0	15   11	43   31	3,517,297   2,990,059	1,180   1,139
7   ↑ 22.2%	511   ↑ 1.5%	868.0   ↑ 1.2%	6   #DIV/0!	4   ↓ -27.9%	2,936,210   ↓ -15.0%	1,066   ↑ 6.8%
<b>Doctoral - Professional Practice (Medicine)</b>	<b>Total Enrollment</b>	<b>Fall Credit Hour per FTE</b>	<b>Total numHer of Postdoctoral Fellows</b>	<b>Active License Agreements</b>	<b>Total Gross Revenue Generated from tuition and fees</b>	<b>Duplicated Head Count</b>
137   137	1,037   1,037	19.2   18.7	59   53	28   28	24,378,593   24,378,593	2,416   2,416
115   ↑ 19.1%	889   ↑ 1.7%	15.7   ↓ -2.6%	43   #DIV/0!	15   ↑ 7.7%	21,395,756   ↑ 4.0%	2,071   ↑ 0.5%
<b>Doctoral - Professional Practice (Physical Therapy)</b>	<b>Total Full-Time-Equivalent (FTE) Enrollment</b>	<b>1st to Second Year Retention (Cardiopulmonary Science - NS)</b>	<b>Total Federal Research Expenditures (in thousands)</b>	<b>Licenses Generating Income</b>	<b>Total Net Revenue Generated from tuition and fees</b>	<b>Total Student Credit Hours</b>
36   36	977   977	100.0%   33.0%	31,381   15,503	38   12	22,024,872   22,024,872	37,778   37,778
34   ⇒ 0.0%	868   ↑ 1.2%	33.0%   ⇒ 0.0%	6,321   #DIV/0!	10   ↓ -29.4%	19,849,524   ↑ 4.2%	30,966   ↑ 1.9%
<b>Total numMer of degrees awarded</b>	<b>Total number of students enrolled who received TOPS</b>	<b>1st to Second Year Retention (Medical Technology - NS)</b>	<b>Total Research Expenditures (in thousands)</b>	<b>Total Licensing Income</b>		<b>Student Credit Hours/Duplicated Headcount</b>
269   269	44   36	100.0%   100.0%	43,419   29,502	3,748,121   795,333		16   16
251   ↑ 7.2%	25   ↓ -18.2%	94.0%   ⇒ 0.0%	22,560   #DIV/0!	274,330   ↑ 29.1%		14.95   ↑ 1.4%

# Louisiana State University Health Sciences Center at Shreveport

## Metric I: Summary of Degrees Awarded

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<b>Campus total number of degrees awarded/conferred...</b>					
Bachelors	18	18	15	18	16
Masters	76	72	71	73	69
Doctoral - Research/Scholarship	9	15	7	9	11
Doctoral - Professional Practice (Medicine)	122	119	124	115	137
Doctoral - Professional Practice (Physical Therapy)	35	34	36	36	36
<b>TOTAL</b>	<b>260</b>	<b>258</b>	<b>253</b>	<b>251</b>	<b>269</b>
<b>Total number of degrees awarded by race/ethnicity</b>					
Hispanic	8	10	10	6	13
American Indian or Alaskan Native	0	0	1	0	3
Asian	9	21	23	11	12
Black, Non-Hispanic	10	7	10	9	17
Native Hawaiian or Other Pacific Islander	0	0	1	0	0
White, Non-Hispanic	204	208	199	216	213
Two or More Races	3	2	3	4	1
Nonresident Alien	5	7	3	4	4
Race/Ethnicity Unknown	21	3	3	1	6
<b>TOTAL</b>	<b>260</b>	<b>258</b>	<b>253</b>	<b>251</b>	<b>269</b>

# Louisiana State University Health Sciences Center Shreveport

## Metric II: Enrollment

(The following metrics will identify the campus contribution to Louisiana's academic credentialed workforce)

		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
<i>Undergraduate</i>						
School of Allied Health Professions						
	Full-time	24	26	22	27	22
	Part-time	4	7	7	0	1
<b>Total Undergraduate Headcount</b>		<b>28</b>	<b>33</b>	<b>29</b>	<b>27</b>	<b>23</b>
<i>Graduate</i>						
School of Allied Health Professions						
	Full-time	259	243	255	245	247
	Part-time	24	52	75	97	94
School of Graduate Studies						
	Full-time	63	62	65	64	76
	Part-time	4	7	7	4	5
<b>Total Graduate Headcount</b>		<b>350</b>	<b>364</b>	<b>402</b>	<b>410</b>	<b>422</b>
<i>First Professional</i>						
School of Medicine						
	Full-time	511	539	550	583	583
	Part-time		1	1	0	9
<b>Total Professional Headcount</b>		<b>511</b>	<b>540</b>	<b>551</b>	<b>583</b>	<b>592</b>
<b>Total Headcount Enrollment (Undergraduate, Graduate &amp; Professional)</b>		<b>889</b>	<b>937</b>	<b>982</b>	<b>1,020</b>	<b>1,037</b>
<b>Total Full-Time-Equivalent (FTE) Enrollment*</b>		<b>868</b>	<b>897</b>	<b>935</b>	<b>965</b>	<b>977</b>

\*Fall FTE based on SACS methodology

# Louisiana State University Health Sciences Center Shreveport

## Metric II: Enrollment

(The following metrics will identify the campus contribution to Louisiana's academic credentialed workforce)

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
<b>Enrollment by Race and Ethnicity</b>					
School of Allied Health Professions					
Hispanic	9	12	8	9	10
American Indian or Alaskan Native	2	1	0	4	2
Asian	8	12	13	20	13
Black, Non-Hispanic	15	30	43	47	53
Native Hawaiian or Other Pacific Islander	0	0	0	1	1
White, Non-Hispanic	260	260	259	267	255
Two or More Races	7	6	6	3	6
Nonresident Alien	3	7	9	13	12
Race/Ethnicity Unknown	7	0	5	5	12
School of Graduate Studies					
Hispanic	4	5	4	3	4
American Indian or Alaskan Native	0	0	0	0	0
Asian	4	3	2	2	3
Black, Non-Hispanic	1	4	6	7	7
Native Hawaiian or Other Pacific Islander	0	0	0	0	0
White, Non-Hispanic	33	30	32	28	30
Two or More Races	0	0	0	0	0
Nonresident Alien	25	27	28	28	37
Race/Ethnicity Unknown	0	0	0	0	0
School of Medicine					
Hispanic	19	19	18	18	26
American Indian or Alaskan Native	2	2	2	3	0
Asian	48	51	53	54	58
Black or African American	23	28	24	37	39
Native Hawaiian or Other Pacific Islander	1	1	0	0	0
White, Non-Hispanic	414	434	447	461	455
Two or More Races	2	2	3	6	5
Nonresident Alien	0	0	0	0	0
Race/Ethnicity Unknown	2	3	4	4	9
<b>Total number of students enrolled who received TOPS</b>					
Performance	12	6	18	13	12
Opportunity	2	1	1	2	4
Honors	20	18	17	29	20

# Louisiana State University Health Sciences Center at Shreveport

## Metric III: Student Success

The following metrics will identify the campus scholarship, teaching and instruction effectiveness	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
<b>14th Day Headcount Enrollment</b>						
Fall Headcount	899	889	937	982	1,020	1,037
Spring Headcount	877	885	922	972	998	980
Fall Credit Hours	13,756.5	15,907.1	16,909.3	17,821.7	18,517.5	18,263.5
Spring Credit Hours	13,454.4	14,843.8	14,551.8	15,414.2	15,710.8	15,436.9
Fall FTE <sup>1</sup>	874.0	868.0	897.0	935.0	965.0	977.0
Spring FTE <sup>1</sup>	856.0	858.0	891.0	929.0	953.0	927.0
Fall Credit Hour per FTE	15.7	18.3	18.9	19.1	19.2	18.7
Spring Credit Hour per FTE	15.7	17.3	16.3	16.6	16.5	16.7
<b>Campus Undergraduate 1st to 2nd year retention rate.</b>						
By School and Program						
Allied Health Professions						
Cardiopulmonary Science - BS	100%	71%	33%	33%		
Medical Technology - BS	100%	94%	100%	100%		
Physician Assistant - BS <sup>2</sup>						
<b>Number of students passing licensure exams — See spreadsheet for more detail</b>						
	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
<b>Allied Health</b>						
<i>Cardiopulmonary Science-RRT (first attempt)</i>						
Number tested	6	2	2	6	2	
Number passing	3	2	2	3	2	
Percent passing	50%	100%	100%	50%	100%	
National First-time Taker Average Pass Rate	71%	77%	72%	65%	68%	
<i>Communications Disorders-PRAXIS (first attempt)</i>						
Number tested	13	13	9	7	9	
Number passing	13	13	9	7	9	
Percent passing	100%	100%	100%	100%	100%	
<i>Occupational Therapy-NBCOT (first attempt)</i>						
						142



# Louisiana State University Health Sciences Center at Shreveport

## Metric III: Student Success

The following metrics will identify the campus scholarship, teaching and instruction effectiveness	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Number tested	25	25	28	21	23	
Number passing	23	23	26	17	22	
Percent passing	92%	92%	93%	81%	96%	
National First-time Taker Average Pass Rate	not available <sup>†</sup>	not available <sup>†</sup>	not available <sup>†</sup>	not available <sup>†</sup>	not available <sup>†</sup>	
<i>Physical Therapy-NPTE (first attempt)</i>						
Number tested	35	34	36	36	36	
Number passing	34	31	33	35	29	
Percent passing	97%	91%	92%	97%	81%	
National First-time Taker Average Pass Rate	92%	93%	92%	91%	86%	
<i>Physician Assistant-PANCE (first attempt)</i>						
Number tested	34	35	35	37	36	
Number passing	34	34	35	37	35	
Percent passing	100%	97%	100%	100%	97%	
National First-time Taker Average Pass Rate	98%	93%	95%	93%	92%	
<i>Medical Technology-BOC Exam (first attempt)<sup>3</sup></i>						
Number tested	9	16	13	12	14	
Number passing	8	15	13	12	13	
Percent passing	89%	94%	100%	100%	93%	
National Average Pass Rate	79%	79%	82%	78%	76%	
<i>Medical Technology-NCA Exam (first attempt)<sup>3</sup></i>						
Number tested						
Number passing						
Percent passing						
National Average Pass Rate						
<b>Medicine</b>						
	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-23
<i>USMLE Step 1 (first attempt)</i>						
Number tested	128	127	127	146	151	
Number passing	120	109	127	138	134	

# Louisiana State University Health Sciences Center at Shreveport

## Metric III: Student Success

The following metrics will identify the campus scholarship, teaching and instruction effectiveness	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Percent passing	94%	86%	100%	95%	89%	
National First-time Taker Average Pass Rate	96%	97%	98%	96%	93%	
<i>USMLE Step 2 CS (first attempt)</i>						
Number tested	122	120	*	*	*	
Number passing	115	112	*	*	*	
Percent passing	94%	93%	*	*	*	
National First-time Taker Average Pass Rate	95%	95%	*	*	*	
<i>USMLE Step 2 CK (first attempt)</i>						
Number tested	124	118	126	114	139	
Number passing	117	117	125	114	139	
Percent passing	94%	99%	99%	100%	100%	
National First-time Taker Average Pass Rate	97%	98%	98%	99%	99%	

<sup>1</sup> FTE based on SACS methodology.

<sup>2</sup> In 2009-10, the Physician Assistant Program transitioned from bachelor's to master's beginning with in summer 2010; therefore, no new bachelor's students will be enrolled after 2008-09.

<sup>3</sup> In 2009, the NCA and BOR certifications merged and are now known as the Board of Certification (BOC).

\* USMLE Step 2 CS was not administered in 2019-20 due to COVID-19 and discontinued going forward

† Beginning in 2014, NBCOT no longer provides national average pass rate

# Louisiana State University Health Sciences Center at Shreveport

## Metric IV: Campus Research

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
a) Faculty Research								
Total \$ amount of faculty research	\$ 24,069,000	\$ 23,353,000	\$ 22,560,000	\$ 24,463,000	\$ 26,262,000	\$ 43,419,000	\$ 27,431,000	\$ 29,502,000
Total number of faculty holding grants	59	48	48	50	43	51	68	58
Research \$ per faculty holding grants	\$ 407,949	\$ 486,521	\$ 470,000	\$ 489,260	\$ 610,744	\$ 851,353	\$ 403,397	\$ 508,655
b) Total number of PhD's awarded (School of Graduate Studies only)	8	11	6	9	15	7	9	11
c) Total number of Postdoctoral Fellows	52	56	54	54	59	52	43	53
d) Research \$ per sq. ft. of funded faculty	\$183	\$314	\$281	\$302	\$357	\$473	\$331	\$420
e) Sq. ft. per funded faculty	1,050	1,118	1,043	1,001	1,038	1,038	1,217	1,212

**Total research by Major Discipline: Life Science; Physical Science; Environmental Science; Engineering Science; Computer Science; Math;**

Research Expenditure by Major Discipline <i>Data shown in Thousands</i>	FY Ending 2015			FY Ending 2016			FY Ending 2017			FY Ending 2018		
	Federal	Other	Total	Federal	Other	Total	Federal	Other	Total	Federal	Other	Total
<b>Life Sciences</b>												
(1) Agricultural	0	0	0	0	0	0	0	0	0	0	0	0
(2) Biological	4,525	2,704	7,229	4,638	2,786	7,424	5,483	2,408	7,891	7,706	2,222	9,928
(3) Medical	1,796	14,259	16,055	1,840	13,250	15,090	1,572	12,429	14,001	1,529	12,320	13,849
(4) Other	0	785	785	0	839	839	0	668	668	0	686	686
<b>Total</b>	<b>6,321</b>	<b>17,748</b>	<b>24,069</b>	<b>6,478</b>	<b>16,875</b>	<b>23,353</b>	<b>7,055</b>	<b>15,505</b>	<b>22,560</b>	<b>9,235</b>	<b>15,228</b>	<b>24,463</b>

Research Expenditure by Major Discipline <i>Data shown in Thousands</i>	FY Ending 2019			FY Ending 2020			FY Ending 2021			FY Ending 2022		
	Federal	Other	Total	Federal	Other	Total	Federal	Other	Total	Federal	Other	Total
<b>Life Sciences</b>												
(1) Agricultural	0	0	0	0	0	0	0	0	0	0	0	0
(2) Biological	9,918	1,312	11,230	16,359	3,174	19,533	10,192	706	10,898	13,388	1,049	14,437
(3) Medical	2,267	12,123	14,390	14,392	8,800	23,192	4,992	10,739	15,731	2,115	12,124	14,239
(4) Other	0	642	642	630	64	694	0	802	802	0	826	826
<b>Total</b>	<b>12,185</b>	<b>14,077</b>	<b>26,262</b>	<b>31,381</b>	<b>12,038</b>	<b>43,419</b>	<b>15,184</b>	<b>12,247</b>	<b>27,431</b>	<b>15,503</b>	<b>13,999</b>	<b>29,502</b>

Research Expenditures	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Federal	\$ 6,321	\$ 6,478	\$ 7,055	\$ 9,235	\$ 12,185	\$ 31,381	\$ 15,184	\$ 15,503
Total	\$ 24,069	\$ 23,353	\$ 22,560	\$ 24,463	\$ 26,262	\$ 43,419	\$ 27,431	\$ 29,502

**Note** that Research Expenditures data should match data your campus reported to NSF. Beginning in 2008, this data should follow the following guidelines.

Track all expenditures back to the original source. For example, if funds come from the State DOTD, but originated with the federal government those expenditures should be reported as federal. There should be a CFDA number attached to these grants indicating that the original source was federal.

**Report all clinical trials as research. Please note that not all clinical trials are done by Tenured or Tenured Track (T/TT) faculty (see c).**

Compute under-and unreimbursed indirect costs according to the instructions.

Report NIH "k" and other research training awards as federal. Note, Do Not report all training grants, **only those that are for research training.**

# Louisiana State University Health Sciences Center at Shreveport

## Metric V: Technology Transfer

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Invention Disclosures	20	16	24	19	19	33	32	24
Licenses\Options Executed	0	2	1	3	4	2	5	3
New Patents Filed - Total	14	26	36	28	25	40	43	31
New Patents Filed - First in Family	*	11	18	5	15	19	19	19
US Patents Issued	4	2	4	5	6	12	8	5
Active License Agreements	15	17	19	22	24	22	26	28
Licenses Generating Income	11	38	10	10	18	15	17	12
Total Licensing Income	\$503,312	\$993,634	\$357,945	\$3,748,121	\$1,315,116	\$637,374	\$609,579	\$795,333
Start-up Companies Formed	0	1	1	0	0	0	0	0
Legal Fees Expended	\$137,472	\$242,300	\$146,144	\$266,918	\$262,450	\$350,801	\$292,048	\$223,795
Legal Fees Reimbursed	\$35,209	\$10,300	\$6,353	\$13,450	\$6,905	\$97,344	\$25,849	\$15,637
Percent of Expenses Reimbursed	26%	4%	4%	5%	3%	28%	9%	7%
Legal Fees as a % License Income	27%	24%	41%	7%	20%	55%	48%	28%

LEGEND:

\* = 2015-2016 was the first year to track

# Louisiana State University Health Sciences Center at Shreveport

## Metric VI: Revenue Sources

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<b>Total Endowment Value*</b>	168,045,871	185,507,010	191,669,223	236,430,358	202,049,403
Total payout from endowment	1,646,632	2,650,189	3,149,492	4,416,558	4,530,347
<b>Total # of Foundations</b>	1	1	1	1	1
Foundations total Assets (\$ Amount)	203,792,720	224,680,069	238,976,848	310,112,374	268,434,931
<a href="#">Click here to go to the Foundations Supplemental Table</a>					
<b>Total # of Board of Regents Support Fund</b>	4	3	3	3	3
Total Value (\$ Amount) of BoR Support Fund	2,936,210	2,995,655	3,087,481	3,517,297	2,990,059
<a href="#">Click here to go to the BoR Support Funds Supplemental Table</a>					
<a href="#">Click here to go to the Affiliated Supplemental Table</a>					
<b>Total Gross Revenue Generated from tuition and fees</b>	21,395,756	21,472,173	22,684,016	23,443,301	24,378,593
<b>Total Net Revenue Generated from tuition and fees</b>	19,849,524	19,868,766	20,963,389	21,136,595	22,024,872
<b>Financial Aid</b>					
Total institutional dollars awarded need based aid for entering freshmen class <sup>2</sup>	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
Total institutional dollars awarded non-need aid for entering freshmen class <sup>2</sup>	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
Total institutional dollars awarded need based aid for entering freshmen class LA residents <sup>2</sup>	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
Total institutional dollars awarded non-need based aid for entering freshmen class LA residents <sup>2</sup>	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
Total institutional dollars awarded need based aid for entering freshmen class non-residents <sup>2</sup>	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
Total institutional dollars awarded non-need based aid for entering freshmen class non-residents <sup>2</sup>	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
<b>State Appropriation per FTE<sup>3</sup></b>	n/a	n/a	n/a	n/a	n/a
<b>Net Revenue Generated from auxiliary enterprises</b>	9,344	795,307	511,970	(87,179)	(921,973)

<sup>1</sup> Alumni gifts are deposited with the LSUHSC-S Foundation

<sup>2</sup> LSUHSC-S does not enroll first-time freshmen

<sup>3</sup> Due to the complexity and overlap of health science center functions including instruction, patient care, and research, state appropriation specific to student FTE is difficult to determine and provide an accurate value for com

# Louisiana State University Health Sciences Center at Shreveport

## Metric VI: Revenue Sources

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*\* Per an agreement between LSUHSC-S and the LSUHS Foundation, endowment funds are managed by the Foundation.*

**Endowment Value** equals the market value of of the endowment as of June 30 of the reporting year.

**FTE** Full time equivalent

**Payout from Endowment** equal interest earned on endowment.

**Gross Revenue Generated from Student Enrollment FTE** equals revenue gain from student tuitions and fees.

**Net Revenue Generated from Student Enrollment FTE** equals gross revenue from enrollment headcount minus institutional supported financial aid.

**Net Revenue from Auxiliary** equal gross revenue generated from auxiliary enterprises minus debt services and other financial obligations.

# Louisiana State University Health Sciences Center at Shreveport

## Metric VII: Teaching Productivity

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Faculty Full-time	431	432	453	476	535
Faculty Part-time	80	73	73	72	70
Total Faculty*	511	505	526	548	605
Number of Sections	1,107	1,138	1,180	1,066	1,139
Duplicated Head Count	2,071	2,166	2,283	2,405	2,416
Educational Degree Programs -- Student Credit Hours					
Undergraduates	1,020	996	1,090	967	949
Masters	6,675	6,757	6,166	6,485	6,365
Doctoral	6,080	5,760	6,187	6,549	6,577
Spec/Prf	17,191	20,858	21,684	23,084	23,887
Total Student Credit Hours	30,966	34,371	35,127	37,085	37,778
Student Credit Hours/Duplicated Headcount	15	16	15	15	16
Graduate Medical Education (GME) - Resident and Fellow Headcount	476	469	464	566	585
Graduate Medical Education (GME) - Resident and Fellow Annual Hours	1,269,640	1,249,259	1,238,613	1,555,001	1,453,965
GME Annual Hours/GME Headcount	2,667	2,664	2,669	2,747	2,485
Tuition & Fees	21,395,756	21,472,173	22,684,016	23,443,301	24,378,593
Fed Approp	0	0	0		0
State Approp excluding hospital	65,529,378	66,259,198	72,254,423	58,613,607	73,517,013
Federal Grants & Contracts	11,985,659	15,603,945	15,706,687	16,019,142	19,949,922
State Grants & Contracts	18,029,108	3,499,078	3,548,597	20,015,588	5,899,477
Local Grants & Contracts	901,737	739,158	346,968	320,278	320,278
Total Govt Grants Contracts	30,916,504	19,842,181	19,602,252	36,355,008	26,169,677
Private Grants Contracts	185,284,350	212,657,300	205,422,100	223,552,793	259,830,262
Gifts	29,890	57,851	53,827	5,095	20,305
Endowment Income	1,646,632	2,650,189	3,149,492	4,416,558	4,530,347
Sales and Services of Edu Depts	13,605,770	31,365,711	35,101,190	67,004,336	77,994,149
Hospitals, Including State Approp	49,574,033	12,287,532	1,155,316	48,541	(52,038)
Auxiliary Enterprises	4,594,583	4,830,959	4,418,087	3,707,312	3,383,606
Other Income	5,238,619	9,802,285	9,876,843	2,142,146	(13,469,773)
Other Income excluding IDC	2,303,526	5,742,126	5,905,698	(1,624,154)	(18,672,308)
Indirect Cost (F & A)	2,935,093	4,060,159	3,971,145	3,766,300	5,202,535
Annual Giving	29,890	57,851	53,827	5,095	20,305

\*Faculty counts as of June of fiscal year

# Louisiana State University Health Sciences Center at Shreveport

## Metric VII: Teaching Productivity

### Definitions:

**Direct Expenditures for Instructions:** Total Direct Instructional Expenditures include data in certain functional areas - instruction, research, and public service. Direct expenditure data reflect costs incurred for personnel compensation, supplies, and services used in the conduct of each of these functional areas. They include acquisition costs of capital assets such as equipment and library books to the extent that funds are budgeted for the use of departments for instruction, research, and public service. Similar to the Delaware Study, exclude centrally allocated computing costs and centrally supported computer labs, and graduate student tuition remission and fee waivers.

**Instruction:** Instruction includes general academic instruction, occupational and vocational instruction, community education, preparatory and adult basic education, and remedial and tutorial instruction conducted by the teaching faculty for the institution's students. Departmental research and service **which are not separately budgeted** should be included under instruction. In other words, department research which is externally funded should be excluded from instructional expenditures, as should any departmental funds which were expended for the purpose of matching external research funds as part of a contractual or grant obligation. EXCLUDE expenditures for academic administration where the primary function is administration. For example, exclude deans, but include department chairs.)

Disaggregate total direct instructional expenditures for the institution into the following categories:

**Salaries:** Report all wages paid to support the instructional function in a given department or program during the fiscal year. While these will largely be faculty salaries, be sure to include clerical (e.g., department secretary), professionals (e.g., lab technicians), Graduate student stipends (but not tuition waivers), and any other personnel who support the teaching function and whose salaries and wages are paid **from the institution's instructional budget**.

**Benefits:** Report expenditures for benefits associated with the personnel for whom salaries and wages were reported on the previous entry. If you cannot separate benefits from salaries, but benefits are included in the salary figure you have entered, indicate "Included in Salaries" in the data field. Some institutions book benefits centrally and do not disaggregate to the department level. If you can compute the appropriate benefit amount for the department/program, please do so and enter the data. If you cannot do so, leave the benefit amount as zero and we will impute a cost factor based upon the current benefit rate for your institution, as published in *Academe*. If no rate is available, we will use a default value of 28%.

**Other Than Personnel Costs:** This category includes non-personnel items such as travel, supplies and expense, non-capital equipment purchases, etc., that are typically part of an instructional department or program's cost of doing business. *Excluded* from this category are items such as central computing costs, centrally allocated computing labs, graduate student tuition remission and fee waivers, etc.

**Research:** This category includes all funds expended for activities specifically organized to produce research outcomes and commissioned by an agency either external to the institution or **separately budgeted** by an organizational unit within the institution. Report total research expenditures only. It is not necessary to disaggregate costs for this category.

**Public Service:** Report all funds **separately budgeted** specifically for public service and expended for activities established primarily to provide non-instructional services beneficial to groups external to the institution. Examples include cooperative extension and community outreach projects. Report total service expenditures only. It is not necessary to disaggregate costs for this category.

**Federally Funded Research:** As defined by NSF **Total Research and Expenditures:** As defined by NSF



**Table I: Affiliated Off-Campus Sites**

LSU Campus	Name of Affiliated Off- Campus Site	Net Revenue Generated by Affiliated Campus	\$ Amount Contributed Back to Campus by Affiliated Off-Site Campus
<b>Table II: Board of Regent Support Funds</b>			
LSUHSC - Shreveport	BOR: LEQSF(2013-16)-RD-A-07	54,557.51	FY15
LSUHSC - Shreveport	BOR: Doctoral Student	4,500.00	FY15
LSUHSC - Shreveport	BOR: Campus Police	17.00	FY15
LSUHSC - Shreveport	BOR: Gene Therapy	1,016.09	FY15
LSUHSC - Shreveport	BOR: "A La. Model"	246.21	FY15
LSUHSC - Shreveport	BOR: LEQSF(2013-16)-RD-A-20	45,266.78	FY15
LSUHSC - Shreveport	Schumpert Chair-Neurobiology	1,079,845.80	FY15
LSUHSC - Shreveport	WK Chair-Molecular Biology	653,349.86	FY15
LSUHSC - Shreveport	MW Feist Chair - Medicine	947,411.30	FY15
		<b>2,786,210.56</b>	<b>FY15 Total</b>

LSU Campus	Name of Support Fund	Market Value (\$ Amount)	Value at:
LSUHSC - Shreveport	BOR: WISE Capital Outlay Funds	1,022,969.00	FY16
LSUHSC - Shreveport	BOR: LEQSF(2015-18)-RD-A-15	51,901.58	FY16
LSUHSC - Shreveport	BOR: Epstein-Barr	473.34	FY16
LSUHSC - Shreveport	Schumpert Chair-Neurobiology	1,062,912.13	FY16
LSUHSC - Shreveport	WK Chair-Molecular Biology	638,165.40	FY16
LSUHSC - Shreveport	MW Feist Chair - Medicine	1,025,098.54	FY16
		<b>3,801,519.99</b>	<b>FY16 Total</b>

**Table II: Board of Regent Support Funds (cont.)**

LSU Campus	Name of Support Fund	Market Value (\$ Amount)	Value at:
LSUHSC - Shreveport	BOR: LEQSF(2015-18)-RD-A-15	58,730.00	FY17
LSUHSC - Shreveport	BOR: LEQSF(2016-19)-RD-A-15	94,175.00	FY17
LSUHSC - Shreveport	Schumpert Chair-Neurobiology	1,127,464.12	FY17
LSUHSC - Shreveport	WK Chair-Molecular Biology	1,011,894.26	FY17
LSUHSC - Shreveport	MW Feist Chair - Medicine	714,841.10	FY17
		<b>3,007,104.48</b>	<b>FY17 Total</b>

LSU Campus	Name of Support Fund	Market Value (\$ Amount)	Value at:
LSUHSC - Shreveport	BOR:LEQSF(2016-19)-RD-A-15	33,101.06	FY18
LSUHSC - Shreveport	Schumpert Chair-Neurobiology	1,195,028.11	FY18
LSUHSC - Shreveport	WK Chair-Molecular Biology	724,055.80	FY18
LSUHSC - Shreveport	MW Feist Chair - Medicine	984,024.92	FY18
		<b>2,936,209.88</b>	<b>FY18 Total</b>

LSU Campus	Name of Support Fund	Market Value (\$ Amount)	Value at:
LSUHSC - Shreveport	Schumpert Chair-Neurobiology	1,231,863.78	FY19
LSUHSC - Shreveport	WK Chair-Molecular Biology	736,417.35	FY19
LSUHSC - Shreveport	MW Feist Chair - Medicine	1,027,373.72	FY19
		<b>2,995,654.85</b>	<b>FY19 Total</b>

LSU Campus	Name of Support Fund	Market Value (\$ Amount)	Value at:
LSUHSC - Shreveport	Schumpert Chair-Neurobiology	1,254,083.40	FY20
LSUHSC - Shreveport	WK Chair-Molecular Biology	765,661.24	FY20
LSUHSC - Shreveport	MW Feist Chair - Medicine	1,067,735.88	FY20
		<b>3,087,480.52</b>	<b>FY20 Total</b>

**Table II: Board of Regent Support Funds (cont.)**

LSU Campus	Name of Support Fund	Market Value (\$ Amount)	Value at:
LSUHSC - Shreveport	Schumpert Chair-Neurobiology	1,317,252.84	FY21
LSUHSC - Shreveport	WK Chair-Molecular Biology	988,417.04	FY21
LSUHSC - Shreveport	MW Feist Chair - Medicine	1,211,627.62	FY21
		<b>3,517,297.50</b>	<b>FY21 Total</b>

**Table II: Board of Regent Support Funds (cont.)**

LSU Campus	Name of Support Fund	Market Value (\$ Amount)	Value at:
LSUHSC - Shreveport	Schumpert Chair-Neurobiology	1,085,992.35	FY22
LSUHSC - Shreveport	WK Chair-Molecular Biology	839,174.16	FY22
LSUHSC - Shreveport	MW Feist Chair - Medicine	1,064,892.80	FY22
		<b>2,990,059.31</b>	<b>FY22 Total</b>

**Table III: Summary of Campus Foundations**

<b>LSU Campus</b>	<b>Foundation</b>	<b>Total Assets</b>	<b>(\$ Amount)</b>	
LSUHSC - Shreveport	LSUHSC-SHV Foundation	75,396,282.00		FY07
LSUHSC - Shreveport	LSUHSC-SHV Foundation	88,016,284.00		FY08
LSUHSC - Shreveport	LSUHSC-SHV Foundation	86,012,382.00		FY09
LSUHSC - Shreveport	LSUHSC-SHV Foundation	95,620,165.00		FY10
LSUHSC - Shreveport	LSUHSC-SHV Foundation	110,361,409.00		FY11
LSUHSC - Shreveport	LSUHSC-SHV Foundation	110,077,114.00		FY12
LSUHSC - Shreveport	LSUHSC-SHV Foundation	177,027,973.00		FY13
LSUHSC - Shreveport	LSUHSC-SHV Foundation	195,153,432.00		FY14
LSUHSC - Shreveport	LSUHSC-SHV Foundation	193,001,722.00		FY15
LSUHSC - Shreveport	LSUHSC-SHV Foundation	185,628,981.00		FY16
LSUHSC - Shreveport	LSUHSC-SHV Foundation	200,055,947.00		FY17
LSUHSC - Shreveport	LSUHSC-SHV Foundation	203,792,720.00		FY18
LSUHSC - Shreveport	LSUHSC-SHV Foundation	224,680,069.00		FY19
LSUHSC - Shreveport	LSUHSC-SHV Foundation	238,976,848.00		FY20
LSUHSC - Shreveport	LSUHSC-SHV Foundation	310,112,374.00		FY21
LSUHSC - Shreveport	LSUHSC-SHV Foundation	268,434,931.00		FY22

# Louisiana State University Health Sciences Center at Shreveport

## Benchmark Report

### United States Medical Licensing Examinations

AY2021-22

	USMLE Step 1 (2022)	USMLE Step 2 CK (2021-22)	USMLE Step 2 CS (2021-22)
LSUHSC-S	89%	100%	*
National Average Pass Rate	93%	99%	*

*\*USMLE Step 2 CS was not administered in 2019-20 due to COVID-19 and discontinued going forward*

### Total Federal Research Grants and Contracts

Year: 2021

School	Total
Mississippi	\$35,298,854
Texas A & M	\$34,540,777
SUNY Upstate	\$24,670,154
West Virginia	\$23,425,011
South Carolina	\$11,746,286
<b>LSUHSC-S</b>	\$10,945,501
South Alabama	\$9,991,609
Texas Tech	\$9,565,738
Central Florida	\$8,783,182
East Carolina-Brody	\$8,360,009
<i>Comparison Group Average</i>	\$17,732,712
<i>Comparison Group Median</i>	\$11,345,894

Source: AAMC Medical School Profile System (LCME Part I-A Annual Financial Questionnaire (AFQ))

Note: This report shows federal research grants and contracts for each medical school

## United States Medical Licensing Examinations

### AY2020-21

	USMLE Step 1 (2021)	USMLE Step 2 CK (2020-21)	USMLE Step 2 CS (2020-21)
LSUHSC-S	95%	100%	*
National Average Pass Rate	96%	99%	*

*\*USMLE Step 2 CS was not administered in 2019-20 due to COVID-19 and discontinued going forward*

## Total Federal Research Grants and Contracts

### Year: 2020

School	Total
Mississippi	\$38,465,021
Texas A & M	\$76,616,987
SUNY Upstate	\$23,541,486
West Virginia	\$19,006,807
South Carolina	\$13,698,099
Texas Tech	\$10,391,793
<b>LSUHSC-S</b>	\$10,226,978
South Alabama	\$9,782,776
Central Florida	\$7,568,040
East Carolina-Brody	\$7,404,704
<i>Comparison Group Average</i>	\$21,670,269
<i>Comparison Group Median</i>	\$12,044,946

Source: AAMC Medical School Profile System (LCME Part I-A Annual Financial Questionnaire (AFQ))

Note: This report shows federal research grants and contracts for each medical school

## United States Medical Licensing Examinations

### AY2019-20

	USMLE Step 1	USMLE Step 2 CK	USMLE Step 2 CS
LSUHSC-S	100%	99%	*

National Average Pass Rate	98%	98%	*
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\* USMLE Step 2 CS was not administered in 2019-20 due to COVID-19.

### Total Federal Research Grants and Contracts

Year: 2019

School	Total
Mississippi	\$40,018,804
SUNY Upstate	\$23,041,769
Texas A & M	\$22,051,441
West Virginia	\$16,943,367
South Carolina	\$11,910,531
<b>LSUHSC-S</b>	\$10,829,529
South Alabama	\$10,542,845
Texas Tech	\$8,519,504
East Carolina-Brody	\$7,087,924
Central Florida	\$6,321,175
<i>Comparison Group Average</i>	\$15,726,689
<i>Comparison Group Median</i>	\$11,370,030

Source: AAMC Medical School Profile System (LCME Part I-A Annual Financial Questionnaire (AFQ))

Note: This report shows federal research grants and contracts for each medical school

## United States Medical Licensing Examinations

### AY2017-18

	USMLE Step 1	USMLE Step 2 CK	USMLE Step 2 CS
LSUHSC-S	94%	94%	94%
National Average Pass Rate	96%	97%	95%

## Total Federal Research Grants and Contracts

### Year: 2018

School	Total
Mississippi	\$35,384,210
SUNY Upstate	\$20,264,590
Texas A & M	\$20,082,975
West Virginia	\$17,299,792
South Carolina	\$9,646,359
South Alabama	\$9,244,139
<b>LSUHSC-S</b>	\$7,962,674
East Carolina-Brody	\$6,333,574
Central Florida	\$6,320,585
Texas Tech	\$5,191,462
<i>Comparison Group Average</i>	\$13,773,036
<i>Comparison Group Median</i>	\$9,445,249

Source: AAMC Medical School Profile System (LCME Part I-A Annual Financial Questionnaire (AFQ))

Note: This report shows federal research grants and contracts for each medical school



## United States Medical Licensing Examinations

**AY2016-17**

	USMLE Step 1	USMLE Step 2 CK	USMLE Step 2 CS
LSUHSC-S	89%	94%	95%
National Average Pass Rate	96%	96%	96%

## Total Federal Research Grants and Contracts

**Year: 2017**

School	Total
Mississippi	\$31,724,879
SUNY Upstate	\$19,990,695
Texas A & M	\$17,353,679
West Virginia	\$14,477,906
South Alabama	\$10,812,263
South Carolina	\$10,663,709
East Carolina-Brody	\$6,597,614
Texas Tech	\$6,381,025
Central Florida	\$6,342,162
<b>LSUHSC-S</b>	<b>\$6,034,109</b>
<i>Comparison Group Average</i>	\$13,037,804
<i>Comparison Group Median</i>	\$10,737,986

Source: AAMC Medical School Profile System (LCME Part I-A Annual Financial Questionnaire (AFQ))

Note: This report shows federal research grants and contracts for each medical school

## United States Medical Licensing Examinations

### AY2015-16

	USMLE Step 1	USMLE Step 2 CK	USMLE Step 2 CS
LSUHSC-S	96%	98%	97%
National Average Pass Rate	95%	96%	97%

## Total Federal Research Grants and Contracts

### Year: 2016

School	Total
Mississippi	\$31,326,892
Texas A & M	\$20,561,390
SUNY Upstate	\$18,942,223
West Virginia	\$14,739,402
South Alabama	\$11,388,111
South Carolina	\$10,650,027
Texas Tech	\$6,664,554
East Carolina-Brody	\$6,172,621
Central Florida	\$5,711,098
<b>LSUHSC-S</b>	<b>\$5,438,358</b>
<i>Comparison Group Average</i>	\$13,159,468
<i>Comparison Group Median</i>	\$11,019,069

Source: AAMC Medical School Profile System (LCME Part I-A Annual Financial Questionnaire (AFQ))

Note: This report shows federal research grants and contracts for each medical school

## United States Medical Licensing Examinations

AY2014-15

	USMLE Step 1	USMLE Step 2 CK	USMLE Step 2 CS
LSUHSC-S	95%	96%	97%
National Average Pass Rate	96%	95%	96%

## Total Federal Research Grants and Contracts

Year: 2015

School	Total
Mississippi	\$30,682,367
Texas A & M	\$19,346,123
SUNY Upstate	\$19,213,681
South Carolina	\$10,322,130
South Alabama	\$10,054,525
West Virginia	\$9,253,665
Texas Tech	\$6,658,947
East Carolina-Brody	\$6,542,453
Central Florida	\$5,897,962
<b>LSUHSC-S</b>	<b>\$5,535,771</b>
<i>Comparison Group Average</i>	\$12,350,762
<i>Comparison Group Median</i>	\$9,654,095

Source: AAMC Medical School Profile System (LCME Part I-A Annual Financial Questionnaire (AFQ))

Note: This report shows federal research grants and contracts for each medical school

## United States Medical Licensing Examinations

### AY2013-14

	USMLE Step 1	USMLE Step 2 CK	USMLE Step 2 CS
LSUHSC-S	93%	95%	96%
National Average Pass Rate	96%	97%	96%

## Total Federal Research Grants and Contracts

### Year: 2014

School	Total
Mississippi	\$29,400,254
SUNY Upstate	\$21,333,613
Texas A & M	\$17,969,933
West Virginia	\$12,413,283
South Carolina	\$11,566,831
South Alabama	\$9,794,593
Central Florida	\$8,582,765
<b>LSUHSC-S</b>	<b>\$7,754,323</b>
Texas Tech	\$6,315,370
East Carolina-Brody	\$5,950,557
<i>Comparison Group Average</i>	\$13,108,152
<i>Comparison Group Median</i>	\$10,680,712

Source: AAMC Medical School Profile System (LCME Part I-A Annual Financial Questionnaire (AFQ))

Note: This report shows federal research grants and contracts for each medical school

**Louisiana State University  
Pennington Biomedical Research Center  
Metric Data**



**April 21, 2023**



# Pennington Biomedical Research Center

## Executive Summary

### **Metric IV - Research Expenditures**

Researchers at the Pennington Biomedical Research Center continued to perform well in 2022. The total amount of faculty research, the percent of tenured and tenured-track faculty holding grants, and the total gifts, grants, and contract funding has slightly increased. However, the number of clinical trials or proposals funded has decreased in 2022.

Pennington Biomedical's business model requires a stable base level of support to return grants and contracts on an order of 1:3. It will become increasingly difficult to sustain our excellent levels of grant and contract funding without a stable base. Nevertheless, we are pleased with the 2022 success in total faculty research.

### **Metric V - Technology Transfer**

Licensing and Licensing Income has decreased from the previous fiscal year.

Legal fees for technology transfer has also decreased from the prior fiscal year.

### **Metric VI - Revenues**

Foundation total Assets and Endowment value both decreased in 2022.

State appropriations and State Appropriations per FTE increased from FY 2021 to FY 2022.

Our Auxiliary enterprise (PBRC Stores) is designed to break even in order to cover the costs of the operation and give our researchers best possible prices on research supplies and equipment. Another segment of business from our Pennington self-serve deli has been added to the stores Auxiliary. The store also no longer pays an annual lease payment to the Pennington Medical Foundation for rented space in the Basic Sciences Building, as the building now belongs to the Center. There is hope that these two changes will allow the store to become more profitable in 2023.

**MISSION:**

Our mission is to discover the triggers of chronic diseases through innovative research that improves human health across the lifespan--- helping people to live *Well* Beyond the Expected.



# Pennington Biomedical Research Center

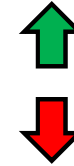
## Metrics at a Glance

2021-2022

Legend:

Statistic	
High	X Y
Low	Z %

Most Recent Available  
% Change from Previous Period



Increase from Previous Year

No change



Decrease from Previous Year

### Metric IV Research Expenditures

Total Amount of Faculty Research (in thousands)	
45,106	45,106
37,543	↑ 3.3%

Research dollars per FTE for T/TT (in thousands)	
1,617	1,327
1,219	↓ -17.9%

Percent of T/TT faculty holding grants	
87.1%	81.0%
73.0%	↑ 11.0%

Total number of clinical trials or proposal funded	
121	111
81	↓ -8.3%

Total gifts, grants and contract funding (for research only)	
34,081	34,081
30,291	↑ 3.3%

Number of Total Gifts, Grant, and Contract Proposals submitted to potential sponsors.	
250	232
144	↓ -7.2%

Number of inventions disclosures received	
12	6
6	↓ -33.3%

### Metric V Technology Transfer

Invention Disclosures	
12	6
5	↓ -33.3%

Licenses\Options Executed	
12	4
3	↓ -50.0%

New Patents Filed - Total	
20	9
6	↓ -10.0%

Active License Agreements	
32	30
5	↓ -6.3%

Licenses Generating Income	
15	6
5	↓ -33.3%

Total Licensing Income	
107,418	29,660
10,029	↓ -56.4%

### Metric VI Revenues

Total Endowment Value	
20,594,544	17,682,809
17,163,373	↓ -14.1%

Total payout from endowment	
781,310	777,594
768,299	↓ -0.5%

Foundations total Assets (\$ Amount)	
30,440,651	25,268,686
25,268,686	↓ -17.0%

State Appropriation per FTE employee	
63,421	63,421
51,418	↑ 6.8%

Net Revenue Generated from auxiliary enterprises	
430	430
-30,764	⇒ 0.0%

# Pennington Biomedical Research Center

**Metric IV. The following metrics will identify the effectiveness of campus research and technology transfer to benefit the state's economic development.**

*Dollars shown in thousands*

Field of Science & Engineering	FY 2018		FY 2019		FY 2020		FY 2021		FY 2022	
	Total	Federal	Total	Federal	Total	Federal	Total	Federal	Total	Federal
<b>a. Engineering (Total)</b>	0	0	0	0	0	0	0	0	0	0
(1) Aeronautical & astronautical	0	0	0	0	0	0	0	0	0	0
(2) Bioengineering/biomedical engineering	0	0	0	0	0	0	0	0	0	0
(3) Chemical	0	0	0	0	0	0	0	0	0	0
(4) Civil	0	0	0	0	0	0	0	0	0	0
(5) Electrical	0	0	0	0	0	0	0	0	0	0
(6) Mechanical	0	0	0	0	0	0	0	0	0	0
(7) Metallurgical & materials	0	0	0	0	0	0	0	0	0	0
(8) Other	0	0	0	0	0	0	0	0	0	0
<b>b. Physical Sciences (Total)</b>	0	0	0	0	0	0	0	0	0	0
(1) Astronomy	0	0	0	0	0	0	0	0	0	0
(2) Chemistry	0	0	0	0	0	0	0	0	0	0
(3) Physics	0	0	0	0	0	0	0	0	0	0
(4) Other	0	0	0	0	0	0	0	0	0	0
<b>c. Environmental Sciences (Total)</b>	0	0	0	0	0	0	0	0	0	0
(1) Atmospheric	0	0	0	0	0	0	0	0	0	0
(2) Earth sciences	0	0	0	0	0	0	0	0	0	0
(3) Oceanography	0	0	0	0	0	0	0	0	0	0
(4) Other	0	0	0	0	0	0	0	0	0	0
<b>d. Mathematical Sciences (Total)</b>	0	0	0	0	0	0	0	0	0	0
<b>e. Computer Sciences (Total)</b>	0	0	0	0	0	0	0	0	0	0
<b>f. Life Sciences (Total)</b>	38,836	20,398	40,264	20,145	41,736	20,883	45,184	23,358	46,598	26,482
(1) Agricultural	0	0	0	0	0	0	0	0	0	0
(2) Biological	38,836	20,398	40,264	20,145	41,736	20,883	45,184	23,358	46,598	26,482
(3) Medical	0	0	0	0	0	0	0	0	0	0
(4) Other	0	0	0	0	0	0	0	0	0	0
<b>g. Psychology (Total)</b>	0	0	0	0	0	0	0	0	0	0
<b>h. Social Sciences (Total)</b>	0	0	0	0	0	0	0	0	0	0
(1) Economics	0	0	0	0	0	0	0	0	0	0
(2) Political science	0	0	0	0	0	0	0	0	0	0
(3) Sociology	0	0	0	0	0	0	0	0	0	0
(4) Other	0	0	0	0	0	0	0	0	0	0
<b>i. Other Sciences, not elsewhere classified (Total)</b>	0	0	0	0	0	0	0	0	0	0
<b>j. Total (sum of a through i)</b>	38,836	20,398	40,264	20,145	41,736	20,883	45,184	23,358	46,598	26,482

*Dollars shown in thousands*

## Pennington Biomedical Research Center

**Metric IV. The following metrics will identify the effectiveness of campus research and technology transfer to benefit the state's economic development.**

*Dollars shown in thousands*

<b>Faculty Research:</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Total Amount of Faculty Research	37,543	38,993	40,043	43,655	45,106
Total number of T/TT faculty holding grants	27	32	32	27	34
Percent of T/TT faculty holding grants	87%	84%	82%	73%	81%
Research dollars per FTE for T/TT	1,390	1,219	1,251	1,617	1,327
<b>Licenses/Patents:</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Number of inventions disclosures received	8	6	12	9	6
Total license income	29.9	107.4	68.6	68.0	29.7
Total number of new patents filed	10	6	20	10	9
Total number of new licenses/options executed	5	5	12	8	4
Total number of start up companies	0	0	0	0	0
Total number of licenses generating revenue	8	5	12	9	6
<b>Legal Fees</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Expended	66.7	42.0	92.9	105.1	59.8
Reimburse	0.3	0.0	0.0	0.8	0.5
Percent increase in nonstate funds (for research only)	-11.65%	-1.94%	-2.36%	8.43%	12.51%
Total number of clinical trials or proposal funded	81	100	118	121	111
Total gifts, grants and contract funding (for research only)	31,022	30,420	30,291	32,985	34,081
Number of Total Gifts, Grant, and Contract Proposals submitted to potential sponsors.	144	218	225	250	232

# Pennington Biomedical Research Center

## Metric V: Technology Transfer

(The following metric will provide technology transfer data.)

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Invention Disclosures	5	9	11	8	6	12	9	6
Licenses\Options Executed	3	6	3	5	5	12	8	4
New Patents Filed - Total	11	16	20	10	6	19	10	9
New Patents Filed - First in Family	*	4	3	2	2	2	3	2
US Patents Issued	1	3	5	3	1	2	2	2
Active License Agreements	5	24	25	25	20	32	32	30
Licenses Generating Income	8	9	9	8	5	15	9	6
Total Licensing Income	\$10,029	\$83,503	\$17,674	\$29,954	\$107,418	\$68,653	\$68,035	\$29,660
Start-up Companies Formed	0	0	0	0	1	0	0	0
Legal Fees Expended	\$72,753	\$103,426	\$82,560	\$66,679	\$42,066	\$92,886	\$105,144	\$59,810
Legal Fees Reimbursed	\$0	\$0	\$33,798	\$306	\$0	\$0	\$833	\$500
Percent of Expenses Reimbursed	0%	0%	41%	0%	0%	0%	1%	0%
Legal Fees as a % License Income	725%	124%	467%	223%	39%	135%	155%	202%

**LEGEND:**

\* = 2015-2016 was the first year to track

# Pennington Biomedical Research Center

**Metric VI. The following metrics will identify the campus maximization of revenue streams to support teaching, research and outreach.**

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<b>Total Endowment Value</b>	\$ 17,993,837	\$ 17,811,872	\$ 17,163,373	\$ 20,594,544	\$ 17,682,809
Total payout from endowment	\$ 777,705	\$ 778,480	\$ 768,299	\$ 781,310	\$ 777,594
<b>Total # of Foundations</b>	2	2	2	2	2
Foundations total Assets (\$ Amount)	\$ 26,928,884	\$ 26,663,821	\$ 26,070,001	\$ 30,440,651	\$ 25,268,686
<b>State Appropriation per FTE employee</b>	\$54,233	\$51,418	\$53,836	\$59,406	\$ 63,421
<b>Net Revenue Generated from auxiliary enterprises</b>	-\$30,764	-\$2,699	\$0	\$430	\$ 430

**Endowment Value** equals the market value of of the endowment as of June 30 of the reporting year.

**FTE-** Full time equivalent

**Payout from Endowment** equal interest earned on endowment.

**Gross Revenue Generated from Student Enrollment FTE** equals revenue gain from student tuitions and fees.

**Net Revenue Generated from Student Enrollment FTE** equals gross revenue from enrollment headcount minus institutional supported finaicial aid.

**Net Revenue from Auxiliary** equal gross revenue generated from auxiliary enterprises minus debt services and other financial obligations.

**Additional Footnotes from Foundations:**

**Pennington Medical Foundation (PMF):**

1. PMF is on a calendar year basis (not fiscal year basis). Therefore, data provided by PMF is for calendar year 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2016, 2017, 2018, 2019, 2020, and 2021.
2. The figures above are not all inclusive annual support from the PMF to the PBRC. The numbers above only represent direct support payments from the PMF to the PBRC. It does not include payments made to other third party entities, which support PBRC, and in comparison is a significant source of support to PBRC.

**Pennington Biomedical Research Foundation (PBRF):**

1. PBRF is on a fiscal year basis. The data provided by PBRF is for fiscal year ending June 30, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, and 2021.
2. The figures above are not all inclusive annual support from the PBRF to the PBRC. The numbers above only represent direct support payments from the PBRF to the PBRC. It does not include payments made to other third party entities, which support PBRC, and in comparison is a significant source of support to PBRC.
3. Total payout from endowment equals amount expended (private and state) by the Foundation for the endowed chair and professorship program. Note, this amount is also included in the total annual giving number since the Foundation's endowment payout is paid directly to PBRC each year.

**"Total Endowment Value"** above does not include investments of the Pennington Medical Foundation, since it does not technically have a donor restricted permanent endowment.

**Table I: Affiliated Off-Campus Sites**

LSU System Campus	Name of Affiliated Off- Campus Site	Gross Revenue Generated by Affiliate Campus	Net Revenue Generated by Affiliated Campus	\$ Amount Contributed Back to Campus by Affiliated Off-Site Campus

**Table II: Board of Regent Support Funds**

LSU System Campus	Name of Support Fund	Endowment	Market Value (\$ Amount)	
PBRC	Pennington Biomedical Research Foundation		\$ 17,781,570	6/30/2015
			\$ 16,737,872	6/30/2016
			\$ 17,332,131	6/30/2017
			\$ 17,344,525	6/30/2018
			\$ 17,143,917	6/30/2019
			\$ 16,482,638	6/30/2020
			\$ 19,742,805	6/30/2021
			\$ 16,932,572	6/30/2022

### Table III: Summary of Campus Foundations

LSU System Campus	Foundation	Total Assets (\$ Amount)		
PBRC	Pennington Medical Foundation	\$ 59,791,361	12/31/2015	
	(Audited Calendar Year End)	\$ 1,322,509	12/31/2016	
		\$ 1,031,971	12/31/2017	
		\$ 853,684	12/31/2018	
		\$ 724,876	12/31/2019	
		\$ 707,718	12/31/2020	
		\$ 638,208	12/31/2021	
PBRC	Pennington Biomedical Research Foundation	\$ 29,726,499	6/30/2015	
	(Audited Fiscal Year End)	\$ 26,730,473	6/30/2016	
		\$ 25,941,999	6/30/2017	
		\$ 25,896,913	6/30/2018	
		\$ 25,810,137	6/30/2019	
		\$ 25,345,125	6/30/2020	
		\$ 29,732,933	6/30/2021	
		\$ 24,630,478	6/30/2022	



# Pennington Biomedical Research Center

## National Benchmark Report

	Total Number of NIH Awards 2022	Total Dollar Amount NIH Awards 2022
Pennington Biomedical Research Center	65	\$30,657,949
Wistar Institute (Pennsylvania)	106	\$57,232,756
Oklahoma Medical Research Foundation	76	\$42,249,974
J. David Gladstone Institutes (California)	73	\$51,124,095
Buck Institute for Age Research (California)	54	\$28,229,940
SALK Institute for Biological Studies	123	\$90,491,447
Sanford Burnham Preby's Medical Discovery Institute	116	\$76,586,481
Whitehead Institute for Biomedical Research	20	\$11,530,273
Joslin Diabetes Center	44	\$22,711,759

Source: NIH Reporter

[RePORT](#) | [RePORTER](#) ([nih.gov](http://nih.gov))

Note: # of awards is based on unduplicated application ID, and Total \$ Amt NIH Awards is Total Cost + Total Cost IC



Finance & Administration

## Report to the Board April 21, 2023

### LSU Supplier Diversity Spend Report for six-month period ending December 31st

	LSU & Related		LSU HSC-NO		LSU HSC-S	
<b>FY21 YTD - Combined Tier 1 &amp; 2 Spend</b>	<b>\$ 10,446,807.41</b>	<b>9.3%</b>	<b>\$ 2,330,059.21</b>	<b>12.0%</b>	<b>\$ 1,658,174.67</b>	<b>12.2%</b>
<b>FY22 YTD - Combined Tier 1 &amp; 2 Spend</b>	<b>\$ 11,895,038.66</b>	<b>10.4%</b>	<b>\$ 1,709,780.40</b>	<b>9.2%</b>	<b>\$ 630,083.17</b>	<b>3.8%</b>
<b>FY23 YTD - Combined Tier 1 &amp; 2 Spend</b>	<b>\$ 23,311,381.92</b>	<b>23.2%</b>	<b>\$ 8,783,045.00</b>	<b>36.6%</b>	<b>\$ 1,327,811.69</b>	<b>8.4%</b>

Notes:

1. Related campuses include LSU – Alexandria (LSUA), LSU – Eunice (LSUE), LSU – Shreveport (LSUS), LSU Agricultural Center (AgCenter), Pennington Biomedical Research Center (PBRC) – campuses using the Workday financial system.
2. Year to Date (YTD) Fiscal Year figures include July 1st, through December 31st.
3. Diverse spend totals are preliminary and are not based on LSU's official Financial Report generated at fiscal yearend.
4. Figures do not include impact from LaCarte card purchases.
5. Tier 2 Spend primarily includes master contracts. It does not reflect total spend related to subcontractors.
6. Increased Tier 1 activity for LSUHSC – New Orleans as a result of purchases for new construction.



Finance & Administration  
**Supplier Diversity Updates**

**1. Diverse Supplier Database (Supplier.IO-MBE)**

- a. Semi-annual database review has been initiated to identify newly certified diverse suppliers and expired supplier certifications
- b. Workday and PeopleSoft supplier databases to be refreshed per updated results
- c. Temporary Single Sign-On access still in place to grant shared access to all campuses

**2. Tier 2 Supplier Diversity Engagement**

- a. Continuing to engage with master contract suppliers to increase diverse supplier participation and opportunities by enhancing Workday platforms to highlight diverse products, establish custom catalogs or utilize diverse suppliers in other facets of the contract (e.g., transportation or installation services)
- b. Establishing diverse supplier subcontractor reporting requirements in contract award or re-negotiations with major contract suppliers
- c. Facilitating conversations on diverse supplier contract deficiencies and resolutions

**3. Events/Outreach**

- a. Hosted LSU Diverse Construction Contractors Forum on March 1, 2023
  - Over 200 attendees
  - Sponsored by LSU Procurement Services & Supplier Diversity
  - Welcome remarks and purpose rendered by Kimberly Lewis, Chief Administration Officer
  - Reverse Trade Show style where exhibitors hosted tables to connect with diverse suppliers
  - 6 - Breakout educational/training sessions as well as a panel discussion featuring contractors, architects and internal LSU staff from Procurement and Facilities.
  - Participating campuses were LSU A&M (Athletics, Facility & Property Oversight, Facility Planning Design & Construction, Facility Services), LSU AgCenter, LSU-Eunice, LSU Health Care Services Division, LSU Health Science Center-New Orleans, LSU Health Science Center-Shreveport, LSU-Shreveport
  - Participating affiliates/resource partners were 1532 Tulane Partners, AECOM, Tishman, CSRS, CenTrio Energy, TEP, Bernhard, DMM Associates, LA DOTD, Louisiana Economic Development, Office of Minority Business Development Agency, Louisiana Small Business Development Centers of LSU and Southern University BR, City of BR Purchasing Office, MetroMorphosis, Baton Rouge Area Chamber, TruFund Financial Services, U.S. Small Business Administration, and LA APEX Accelerators (formerly LA PTAC)
- b. Established monthly One-on-One sessions to meet diverse suppliers and strategize how to connect them within the LSU network; Introduction emails sent to internal departments that can benefit from their services and externally to procurement contacts at all campuses to make them aware of the new relationship
- c. Presented Doing Business with LSU webinar session for LADOTD Disadvantage Business Enterprise (DBE) network on January 10, 2023
- d. Exhibitor at the 1<sup>st</sup> U.S. Women's Chamber of Commerce Business Summit on January 18, 2023
- e. Exhibitor at the LADOTD "It's All About the DBE in 2023!" informational and networking event on January 18, 2023
- f. Served as judge for Young Entrepreneurs Academy (YEA) BR Elevator Pitch showcase on January 25, 2023; Provided information on connecting with LSU Supplier Diversity once small businesses are established
- g. Participated in Federal Highway Administration/Department of Transportation DBE Certification Training February 1-2, 2023

**4. Resource Partnerships**

- a. *Athletics Supplier Diversity Committee* – participated in monthly committee meeting to discuss Athletic department spend and diversity efforts in the SEC; provide guidance and updates on campus diversity efforts
- b. *Baton Rouge Area Chamber (BRAC)* – participated in quarterly Small Business Ecosystem meeting to discuss small business opportunities, connecting them to major procurers and local resources to advance company business acumen
- c. *Baton Rouge Procurement Opportunities Partnership (BRPOP)* – participated in bi-monthly committee meeting to discuss procurement best practices, challenges and creating opportunities for local small businesses



**Finance & Administration**

- d. *Women's Business Enterprise Council (WBEC) Certification Committee* – participated in monthly committee meeting to review, discuss, and vote on new/renewal applications for WBE certification

**5. Public Private Partnerships Projects**

- a. Charity Hospital Redevelopment Project
  - Participating in the bi-weekly meetings to receive updates on the Charity Redevelopment Project and obtain monthly reports of DBE spend and engagement
- b. LSU Utilities Modernization Project
  - Participating in bi-weekly meetings with project DBE Compliance Committee to develop a Diverse Supplier Compliance Plan and a template for monthly reports of DBE spend and engagement and organize outreach activities
- c. LSU University Lakes Project
  - Collaborating with project management to develop a Diverse Supplier Compliance Plan and a template for monthly reports of DBE spend and engagement

**Diverse Suppliers recently awarded contracts exceeding \$250K**

- SHI International Corp (MBE, WBE) – SimSpace Software
- SHI International Corp (MBE, WBE) – Splunk subscription
- Quantum Design (Small) – Physical Property Measurement System (PPMS)

**Diverse Suppliers recently awarded contracts exceeding \$100K**

- Chahta Construction LLC (Small) – Alex Box Exterior Concourse Stair Repairs
- SHI International Corp (MBE, WBE) – AWS Connect / Online & Continuing Education Software
- Christopherson Andavo Travel LP – Christopherson Business Travel (WBE) - LSU Athletics On-Site Dedicated Agent
- SHI International Corp (MBE, WBE) – LogicMonitor Software
- Iconvergence Inc (Small) – Cisco Supplies
- Cytex Biosciences Inc (Small) - Full Spectrum Flow Cytometer
- SHI International Corp (MBE, WBE) – Infosphere Data Replication Lotus Domino License
- SHI International Corp (MBE, WBE) – IBM Passport Software
- Drivers License Guide Co (Small) – 15th Ed. International I.D. Checking Guides

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

**Approval of Requests for Timber Sales**

Updated March 28, 2023

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

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

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

Updated March 28, 2023

2022-2023		AMOUNT APPROVED	FUNDS SOURCE	APPROVED BY	APPROVAL DATE
LSU	Alex Box: Repairs & Waterproofing	\$220,000	Auxilliary Funds	Kimberly Lewis	01/30/23
	Athletic Admin Bldg: 2nd Floor Renovations	\$247,000	Auxilliary Funds	Kimberly Lewis	09/12/22
	Chemical Engineering Bldg: CO2 / Water Electrolysis Laboratory Renovation	\$862,400	Other: EDA Grant	Kimberly Lewis	01/30/23
	Chemical Engineering Building- Shop 164 Renovations	\$275,000	Engineering Excellence Fund	Exec. VP Lewis	08/02/22
	Chemical Engineering Building- Shop 164 Renovations Revised	\$785,000	Operational Funds	Exec. VP Lewis	10/10/22
	Digital Media Center: Cyber Security Renovations	\$275,000	Other: LED Grant Digital Media Cetner & Virtual Projection Project	Exec. VP Lewis	11/14/22
	Mobility Implementation Phase 1 Union Hub	\$475,000	Auxilliary Funds	Exec. VP Lewis	12/19/22
	Nicholson Hall 4th Floor Renovations	\$207,000	Operational Funds	Exec. VP Lewis	03/13/23
	Pleasant Hall: 2nd Floor Renovations for PTS	\$576,000	Auxilliary Funds	Exec. VP Lewis	12/13/22
	SVM: Main Bldg. 2nd & 3rd Floor Back-up Unit Installation	\$330,000	Operational Funds	Exec. VP Lewis	11/03/22
	SVM: Main Bldg. AHU 3 Replacement	\$450,000	Operational Funds	Exec. VP Lewis	11/03/22
	U-High Lab School: Boiler Replacement	\$500,000	Other: ESSER III Grant Funding	Exec. VP Lewis	12/13/22
	U-High Lab School: Football Field Turf Replacement	\$800,000	Other: ESSER III Grant	Exec. VP Lewis	10/27/22
	U-High Lab School: Replace Flooring Multiple Rooms	\$176,000	Other: ESSER Grant	Exec. VP Lewis	03/20/23
	UREC New Challenge Course 2022	\$250,000	Auxiliary Funds	Exec. VP Lewis	08/02/22
	UREC New Challenge Course 2022 Budget Change revised from \$250,000	\$499,500	Auxiliary Funds	Exec. VP Lewis	02/23/23
	<b>Total LSU</b>	<b>\$6,927,900</b>			
LSUA	Lot 7 Resurfacing	\$487,500	S-G: Restricted Fees: Parking/Lights/ Sidewalk accoung.	Exec. VP Lewis	10/25/22
	<b>Total LSUA</b>	<b>\$487,500</b>			
LSUE	HVAC Air Purification Systems for Major Buildings	\$215,000	HEERF III Funding	Exec. VP Lewis	12/01/22
	<b>Total LSUA</b>	<b>\$215,000</b>			
LSUS	Baseball Artificial Turf	\$390,700	Auxilliary Funds	Exec. VP Lewis	09/28/22
	Pool Closure- budget increase from \$318,000	\$499,900	Operational Funds	Exec. VP Lewis	11/14/22
	Science Annex Building- budget increase from \$385000	\$970,000	Operational Funds	Exec. VP Lewis	01/23/23
	University Center Heating Water Boilers	\$300,000	Operational Funds	Exec. VP Lewis	06/13/22
	<b>Total LSUS</b>	<b>\$2,160,600</b>			
<b>TOTAL CAPITAL PROJECTS APPROVALS 2022-2023</b>		<b>\$9,791,000</b>			

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

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

Updated March 28, 2023

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

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

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

Updated March 28, 2023

2020-2021		AMOUNT APPROVED	FUNDS SOURCE	APPROVED BY	APPROVAL DATE
<b>LSU</b>	Alex Box Champions Club Seating Replacement	\$225,000	Self-Generated	Interim Exec. VP Torres	04/22/21
	Chemistry & Materials Building: Room 122 Renovations	\$276,901	Self-Generated	Exec. VP Layzell	09/05/20
	Chemical Engineering Building Shop Renovation	\$225,000	Operational Funds	Interim Exec. VP Torres	06/27/20
	Design Building Boyce Gallery	\$220,000	Operational Funds	Interim Exec. VP Torres	04/28/21
	Firing Range Facility rebid	\$375,000	Operational Funds/Other Funds	Exec. VP Layzell	09/15/20
	Hill Memorial Library room 108 & 109 Renovations	\$348,000	Foundation Funds	Interim Exec. VP Torres	04/01/21
	Hodges Hall 119-132A-132D-148-150 Renovations	\$220,000	Operational Funds	Interim Exec. VP Torres	04/01/21
	Jesse Coates 3rd Floor Biology Lab Renovations	\$495,000	Other Ancillary self-generated revenues	Interim Exec. VP Torres	12/16/20
	PERTT Lab Phase 2 Electrical Renovations	\$200,000	Other Ancillary self-generated revenues	Interim Exec. VP Torres	11/10/20
	SVM Chiller Replacement	\$950,000	Operational Funds	Interim Exec. VP Torres	12/16/20
	SVM Water Line Replacement	\$225,000	Operational Funds	Exec. VP Layzell	09/15/20
	Thomas Boyd Hall Office of the Bursar Renovation 2021	\$185,000	Cares Act Funding	Interim Exec. VP Torres	04/22/21
	University Stores Renvations for Parking & Transportation	\$730,000	Other Ancillary self-generated revenues	Interim Exec. VP Torres	12/16/20
		<b>Total LSU</b>	<b>\$4,674,901</b>		
<b>LSUS</b>	Noel Library Student Development Suite	\$318,000	Operational Funds	Interim Exec. VP Torres	03/08/21
	HPE Building Equipment Pavilion Climate Chamber	\$203,000	Operational Funds	Interim Exec. VP Torres	03/29/21
	Science Building & Technology Center Building Emergency Power System	\$305,000	Tuition & Fees	Exec. VP Layzell	10/22/20
	Sports Fields Drainage Improvements (Options A,B,C)	\$202,298	Operational Funds	Interim Exec. VP Torres	04/09/21
	Technology Center Air Handling Unit Replacement Budget Increase Additional Funds	\$135,000	Operational Funds	Interim Exec. VP Torres	04/22/21
	Technology Center Air Handling Unit Replacement	\$360,000	Operational Funds	Interim Exec. VP Torres	01/15/21
	<b>Total LSUS</b>	<b>\$1,523,298</b>			
<b>HSCNO</b>	Data Center HVAC Replacement of Air Cooled Chiller	\$260,000	Operational Funds	Interim Exec. VP Torres	04/20/21
		<b>Total HSCNO</b>	<b>\$260,000</b>		
<b>HSCS</b>	Med/Peds and Genral Internal Renovations	\$387,225	Fees generated from physician collections	Interim Exec. VP Torres	11/17/20
		<b>Total HSCS</b>	<b>\$387,225</b>		
<b>HCS D</b>	Lallie Kemp Modular Clinic Building	\$490,000	Other Funds: Cares Act Funding	Interim Exec. VP Torres	03/23/21
		<b>Total HCS D</b>	<b>\$490,000</b>		
<b>PBRC</b>	Renovations to Animal Metabolism & Behavioral Core Facility		\$300,000 Federal Grant Funding/ \$165,000		
	Comparative Biology Bldg. E	\$465,000	Operational Funds	Interim Exec. VP Torres	05/07/21
	<b>Total PBRC</b>	<b>\$465,000</b>			
<b>TOTAL CAPITAL PROJECTS APPROVALS 2020-2021</b>		<b>\$7,800,424</b>			



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

**Design Contracts**

Updated March 28, 2023

2022-2023		Reimbursables			Designer	Approved by	Approval Date
		Designer Fee	or other fees	Revised Total			
<b>LSU A&amp;M</b>	Alex Box: Exterior Concourse Stair Repairs	\$15,500	\$500	\$16,000	Grace Hebert Curtis Architects LLC	AVP Mahaffey	10/03/22
	Bernie Moore: Structural Preventative Maintenance	\$13,711	\$1,000	\$14,711	Wardlaw Lasseigne & LeBouef, LLC	AVP Mahaffey	11/03/22
	Chemistry & Materials Bldg: Room 168 Renovations	\$15,189	\$1,000	\$16,189	Bradley Blewster & Associates	AVP Mahaffey	10/07/22
	Choppin Hall: Room 607 and 703 Lab Renovations	\$40,845	\$13,450	\$54,295	Mougeot Architecture	AVP Mahaffey	10/31/22
	College of Science: Masterplan Study Update 2023	\$31,500	\$0	\$31,500	Holly & Smith Architects	AVP Mahaffey	01/23/23
	Digital Media Center: Cyber Security Renovations	\$25,800	\$0	\$25,800	Coleman Partners Architects	AVP Mahaffey	11/10/22
	Howe Russell Kniffen: Building System and Infrastructure Study	\$16,500	\$0	\$16,500	Holly & Smith Architects	AVP Mahaffey	11/14/22
	Mobility Implementation Phase 1 - Union Hub	59,200.00	\$0	\$59,200	CARBO Landscape Architecture	AVP Mahaffey	12/12/22
	ORED: Master Planning Study 2023	62,500.00	\$0	\$62,500	Facility Programming LTD	AVP Mahaffey	03/07/23
	SVM: Grant Application For DLAM Vivarium Lab Expansion - 2023	35,000.00	\$0	\$35,000	Washer Hill Lipscomb Cabaniss Arch. LA LLC	AVP Mahaffey	02/20/23
	SVM: Master Plan Update 2022	227,200.00	\$0	\$227,200	Dober Lidsky Mathey	AVP Mahaffey	10/03/22
	<b>Subtotal</b>	<b>\$542,945</b>	<b>\$15,950</b>	<b>\$558,895</b>			
<b>LSU A&amp;M</b>	Knapp Hall: Clay Tile Roof Replacement (DM)	61,912.00	\$0	\$61,912	Holden Architects	Architect Selection Bd.	01/18/23
	Nicholson Hall: Roof Replacement (DM)	47,664.00	\$0	\$47,664	Fusion Architects	Architect Selection Bd.	01/18/23
	Prescott Hall: HVAC Repairs and Upgrades (DM)	56,039.00	\$0	\$56,039	Henry C Eyre Consulting Engineers	Engineer Selection Bd.	01/11/23
	SVM Auditorium, Restroom and Lab Renovations	\$287,538	\$0	\$287,538	Bradley-Blewster & Associates	Architect Selection Bd.	07/20/22
	SVM Junior Surgery Renovations	\$328,413	\$0	\$328,413	Hoffpauir Studio LLC	Architect Selection Bd.	07/20/22
	U High: High School Clay Tile Roof Replacement (DM)	59,728.00	\$0	\$59,728	Post Architects LLC	Architect Selection Bd.	01/18/23
	<b>Subtotal</b>	<b>\$841,294</b>	<b>\$0</b>	<b>\$841,294</b>			
	<b>Total LSU A&amp;M</b>	<b>\$1,384,239</b>	<b>\$15,950</b>	<b>\$1,400,189</b>			
<b>HSCNO</b>	Lions Eye Center West Restrooms Renovations- 2nd, 3rd, 4th Floors	\$24,250	\$0	\$24,250	Mathes Brierre Architects	AVP Mahaffey	02/15/23
		<b>\$24,250</b>	<b>\$0</b>	<b>\$24,250</b>			
<b>HSCS</b>	Renovation of Gross Anatomy Lab	\$98,313	\$0	\$98,313	Aillet, Fenner, Jolly & McClelland, Inc.	Architect Selection Bd.	10/13/21
	<b>Total HSCS</b>	<b>\$98,313</b>	<b>\$0</b>	<b>\$98,313</b>			
<b>LSUE</b>	New Baseball Stadium Athletic Complex Facility	\$699,071	\$0	\$699,071	RHH Architects, APAC	Architecture Selection Bd	09/21/22
	<b>Total LSUE</b>	<b>\$699,071</b>	<b>\$0</b>	<b>\$699,071</b>			
<b>LSUS</b>	Baseball Infield Turf Conversion	\$36,693	\$0	\$36,693	Simpson Sports Engineering, LLC	AVP Mahaffey	08/30/22
	Baseball Outfield Re-Grading	\$13,800	\$0	\$13,800	Nixon Engineering Solutions	AVP Mahaffey	03/08/23
	Business Engagement Center	\$45,156	\$0	\$45,156	Sutton, Beebe Babin Architects, LLC	AVP Mahaffey	12/13/22
		<b>\$95,649</b>	<b>\$0</b>	<b>\$95,649</b>			
	<b>Total All 2022-2023</b>	<b>\$2,181,623</b>	<b>\$15,950</b>	<b>\$2,197,573</b>			

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

**Design Contracts**

Updated March 28, 2023

		Reimbursables					Approval
2021-2022 Design Contracts		Designer Fee	or other fees	Revised Total	Designer	Approved by	Date
<b>LSU A&amp;M</b>	Chemistry & Materials Bldg Room 144C Renovations	\$31,765	\$1,000	\$32,765	Bradley-Blewster & Associates	AVP Mahaffey	02/02/22
	College of Science Masterplan Study Update 2021 Planning Study	\$74,650	\$0	\$74,650	Coleman Partners Architects	AVP Mahaffey	11/03/21
	Foster Hall Basement, Frst, Second Floor Renovations 2022	\$31,765	\$0	\$31,765	Bradley-Blewster & Associates	AVP Mahaffey	02/02/22
	French House Honors College Site & Landscaping Improvements Phase 1a	\$37,800	\$18,315	\$56,115	CARBO Landscape Architecture	AVP Mahaffey	08/27/21
	Himes, Lockett & Prescott: 1st Floor Restrooms Modifications for ADA Compliance	\$39,165	\$7,000	\$46,165	GD Architecture LLC	AVP Mahaffey	10/29/21
	John P. Laborde Energy Law Center Renovations	\$34,409	\$1,500	\$35,909	Tipton Associates APAC	AVP Mahaffey	08/13/21
	Johnston Hall 2nd & 3rd Floor SW Wing Renovations	\$14,000	\$4,000	\$18,000	Tipton Associates APAC	AVP Mahaffey	05/10/22
	Lab School STEAM K-12 Education Outreach Center Planning Study	\$24,500	\$0	\$24,500	Tipton Associates APAC	AVP Mahaffey	03/29/22
	Music Building: Hurricane Ida Roof Repair	\$18,600	\$5,000	\$23,600	Coleman Partners Architects	AVP Mahaffey	11/03/21
	Nelson Memorial Bldg. Renovations	\$25,813	\$23,780	\$49,593	Didier Architecture	AVP Mahaffey	04/18/22
	Residential College Boiler Replacement	\$15,500	\$0	\$15,500	IMC Consulting Engineers	AVP Mahaffey	05/09/22
	Student Union Ballroom Renovations	\$77,935	\$26,840	\$104,775	NANO LLC	AVP Mahaffey	03/17/22
	SVM Grant Application for DLAM Vivarium Lab Expansion Planning	\$17,000	\$0	\$17,000	Washer Hill Lipscomb Cabaniss Arch. LA LLC	AVP Mahaffey	03/10/22
	SVM Pharmacy Relocation to Main Lobby	\$36,513	\$2,500	\$39,013	Tipton Associates APAC	AVP Mahaffey	02/01/22
	Tiger Stadium Level 3B Structural Repairs	\$42,163	\$1,000	\$43,163	Wardlaw Lasseigne & LeBourf LLC	AVP Mahaffey	01/24/22
	West Canal Gas Piping Relocation	\$22,208	\$0	\$22,208	Infinity Engineering Consultants	AVP Mahaffey	10/19/21
	<b>Subtotal</b>	<b>\$543,787</b>	<b>\$90,935</b>	<b>\$634,722</b>			
<b>LSU A&amp;M</b>	Frey UPS1 Replacement and System Upgrades	\$131,442	\$0	\$131,442	Assaf Simoneaux Tauzin & Associates (AST)	Engineer Selection Bd.	07/14/21
	Roofing Repairs and Building Waterproofing Life Sciences Annex	\$11,949	\$0	\$11,949	Post Architects, LLC	Architect Selection Bd.	05/18/22
	Campus-wide Security Lighting	\$258,958	\$0	\$258,958	Carbo Landscape Architecture	Landscape Arch. Select. Bd.	09/22/21
	SCP-Deferred Maintenance for Infrastructure, Renovation and Streets	\$529,436	\$0	\$529,436	Remson Haley Herpin Architects APAC	Architect Selection Bd.	05/18/22
	Student Union Ballroom Renovations	\$77,935	\$26,840	\$104,775	NANO LLC	Architect Selection Bd.	05/18/22
	Student Union Roof Replacement	\$164,881	\$0	\$164,881	BE-CI, Inc. & Neal Johnson LLC, AJV	Architect Selection Bd.	01/19/22
	<b>Subtotal</b>	<b>\$1,174,601</b>	<b>\$26,840</b>	<b>\$1,201,441</b>			
	<b>Total LSU A&amp;M</b>	<b>\$1,718,388</b>	<b>\$117,775</b>	<b>\$1,836,163</b>			
<b>HSCNO</b>	Lions Eye Center New 1st Floor Restroom	\$22,775	\$0	\$22,775	Mathes Brierre Architects	AVP Mahaffey	04/25/21
	Medical Education Bldg. 4 Floor Restrooms Repairs	\$13,600	\$0	\$13,600	Mathes Brierre Architects	AVP Mahaffey	05/03/21
	<b>Subtotal HSCNO</b>	<b>\$36,375</b>		<b>\$36,375</b>			
<b>HSCNO</b>	Campus Storm Water Infrastructure Upgrades	231927	\$0	\$231,927	CSRS, LLC	Engineer Selection Bd.	01/12/22
	Medical Education Bldg. Laboratory Renovations	\$926,559	\$0	\$926,559	Gould Evans + Perkins Eastman, AJV	Engineer Selection Bd.	09/15/21
	Roof Replacement Lions Eye Center	\$76,405	\$0	\$76,405	Lachin Architects, APC	Architect Selection Bd.	11/17/21
	<b>Subtotal HSCNO</b>	<b>\$1,234,891</b>	<b>\$0</b>	<b>\$1,234,891</b>			
	<b>Total HSCNO</b>	<b>\$1,271,266</b>	<b>\$0</b>	<b>\$1,271,266</b>			
<b>HSCS</b>	Stonewall Facility Renovations & Additions	\$78,714	\$0	\$78,714	Prevot Design Services, APAC	Architect Selection Bd.	07/21/21
	Renovation of Gross Anatomy Lab	\$98,313	\$0	\$98,313	Aillet, Fenner, Jolly & McClelland, Inc.	Architect Selection Bd.	10/13/21
	Replacement of Air Handler 1, C-Building	\$274,143	\$0	\$274,143	Aillet, Fenner, Jolly & McClelland, Inc.	Engineer Selection Bd.	04/20/22
	Comprehensive Emergency Water Supply Improvements	\$544,559	\$0	\$544,559	Prevot Design Services	Architect Selection Bd.	05/18/22
	<b>Total HSCS</b>	<b>\$995,729</b>	<b>\$0</b>	<b>\$995,729</b>			
<b>LSUA</b>	New Student Success Center	\$515,616	\$0	\$515,616	Ashe Broussard Weinzettle Architects	Architect Selection Bd.	11/17/21
	<b>Total LSUA</b>	<b>\$515,616</b>	<b>\$0</b>	<b>\$515,616</b>			
<b>LSUE</b>	Health Technology Building Medical Gas System Upgrade	\$16,800	\$0	\$16,800	WHLC Architecture	AVP Mahaffey	04/25/22
	Touchless Plumbing Fixture Project	\$26,143	\$0	\$26,143	M&E Conculting	AVP Mahaffey	10/29/21
	<b>Total LSUE</b>	<b>\$42,943</b>	<b>\$0</b>	<b>\$42,943</b>			
		Reimbursables					Approval
2021-2022 Design Contracts		Designer Fee	or other fees	Revised Total	Designer	Approved by	Date
<b>LSUS</b>	Physical Plant Office Bldg. Reroof	\$10,310	\$0	\$10,310	Sutton Beebe Babin Architects, LLC	AVP Mahaffey	09/24/21

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

**Design Contracts**

Updated March 28, 2023

	Science Building Research Annex		\$36,205	\$0	\$36,205	Sutton Beebe Babin Architects, LLC	AVP Mahaffey	02/11/22
	Sports Field Drainage Improvements		\$19,435	\$0	\$19,435	Nixon Eengineering Solutions	AVP Mahaffey	02/10/22
	Swimming Pool Closure		\$33,013	\$0	\$33,013	Edmonds Engineering Services	AVP Mahaffey	08/25/21
	University Center Heating Water Boiler		\$26,655	\$0	\$26,655	P+A An EMA Company	AVP Mahaffey	12/13/21
	<b>Subtotal</b>		<b>\$125,618</b>	<b>\$0</b>	<b>\$125,618</b>			
<b>LSUS</b>	Bldg. Exterior Walls, Technology Center & Science Bldg.		\$117,901	\$0	\$117,901	Sutton Beebe Babin Architects, LLC	Architect Selection Bd.	09/15/21
	Replacement-High-Voltage System Grid (Campuswide) Ph. 1 H&PE Bldg.		\$39,303	\$0	\$39,303	Estes, McClure & Associates, Inc.	Engineer Selection Bd.	04/20/22
	<b>Subtotal</b>		<b>\$157,204</b>	<b>\$0</b>	<b>\$157,204</b>			
	<b>Total LSUS</b>		<b>\$282,822</b>	<b>\$0</b>	<b>\$282,822</b>			
<b>TOTAL ALL CAMPUSES 2021-2022</b>			<b>\$4,826,764</b>	<b>\$117,775</b>	<b>\$4,944,539</b>			

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

**Design Contracts**

Updated March 28, 2023

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

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

**Foundation Construction Related Agreements\***

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

Updated March 28, 2023

<b>2022-2023</b>					<b>Estimated</b>	<b>Approval</b>	
<b>Document Type</b>	<b>Campus</b>	<b>Lessor</b>	<b>Lessee</b>	<b>Project</b>	<b>Cost</b>	<b>Date</b>	<b>Approved by</b>
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Football Operations Head Coach Office 2022	\$325,000	8/30/2022	Exec. VP Lewis
Lease of Space Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Football Operations Improvements for Elite Level Rehab	\$20,000,000	1/25/2023	Pres. Tate
License for Use Agreement	LSU	LSU BoS	Burden Museum and Gardens, LLC (REFF)	New Storage Building	\$699,500	1/27/2023	Exec. VP Lewis
License for Use Agreement	LSU	LSU BoS	Geology Field Camp Roof Replacement, LLC (REFF)	Geology Field Camp Roof Repairs	\$147,000	9/28/2022	Exec. VP Lewis
License for Use Agreement	LSU	LSU BoS	Geology Field Camp Roadway Repairs, LLC (REFF)	Geology Field Camp Roadway Repairs	\$30,000	9/28/2022	Exec. VP Lewis
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	PMAC Statue Plaza Site Work & Installation	\$400,000	7/5/2022	Exec. VP Lewis
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Soccer Game Field Improvements-2023	\$800,000	3/6/2023	Exec. VP Lewis
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Soccer Stadium Barrier Wall 2022	\$95,000	8/30/2022	Exec. VP Lewis
<b>2021-2022</b>					<b>Estimated</b>	<b>Approval</b>	
<b>Document Type</b>	<b>Campus</b>	<b>Lessor</b>	<b>Lessee</b>	<b>Project</b>	<b>Cost</b>	<b>Date</b>	<b>Approved by</b>
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Athletics Administration Building Women's Basketball Office Renovation	\$750,000	6/21/2021	Int. Exec VP Torres
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Multi-Facility Instant Review Upgrades	\$265,000	12/1/2021	Int. Exec VP Torres
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	PMAC Women's Basketball Training Room Renovations	\$450,000	8/5/2021	Int. Exec VP Torres
License for Use Agreement	PBRC	LSU BoS	Tiger Athletic Foundation	Tiger Stadium North Structural Repairs 2021	\$100,000	9/8/2021	Int. Exec VP Torres

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

**Foundation Construction Related Agreements\***

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	2020-2021				Estimated	Approval	
Document Type	Campus	Lessor	Lessee	Project	Cost	Date	Approved by
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	PMAC Retractable Bleacher Repairs	\$100,000	11/16/2020	Int. Exec VP Torres
License for Use Agreement	PBRC	LSU BoS	Pennington Biomedical Research Foundation	Center for Excellence in Bariatric/Metabolic Surgery and Research	\$3,500,000	3/9/2020	Interim Pres. Galligan

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

**Foundation Construction Related Agreements\***

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Updated March 28, 2023

<b>2022-2023</b>				<b>Estimated</b>	<b>Approval</b>		
<b>Document Type</b>	<b>Campus</b>	<b>Lessor</b>	<b>Lessee</b>	<b>Project</b>	<b>Cost</b>	<b>Date</b>	<b>Approved by</b>
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Football Operations Head Coach Office 2022	\$325,000	8/30/2022	Exec. VP Lewis
Lease of Space Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Football Operations Improvements for Elite Level Rehab	\$20,000,000	1/25/2023	Pres. Tate
License for Use Agreement	LSU	LSU BoS	Burden Museum and Gardens, LLC (REFF)	New Storage Building	\$699,500	1/27/2023	Exec. VP Lewis
License for Use Agreement	LSU	LSU BoS	Geology Field Camp Roof Replacement, LLC (REFF)	Geology Field Camp Roof Repairs	\$147,000	9/28/2022	Exec. VP Lewis
License for Use Agreement	LSU	LSU BoS	Geology Field Camp Roadway Repairs, LLC (REFF)	Geology Field Camp Roadway Repairs	\$30,000	9/28/2022	Exec. VP Lewis
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	PMAC Statue Plaza Site Work & Installation	\$400,000	7/5/2022	Exec. VP Lewis
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Soccer Game Field Improvements-2023	\$800,000	3/6/2023	Exec. VP Lewis
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Soccer Stadium Barrier Wall 2022	\$95,000	8/30/2022	Exec. VP Lewis
<b>2021-2022</b>				<b>Estimated</b>	<b>Approval</b>		
<b>Document Type</b>	<b>Campus</b>	<b>Lessor</b>	<b>Lessee</b>	<b>Project</b>	<b>Cost</b>	<b>Date</b>	<b>Approved by</b>
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Athletics Administration Building Women's Basketball Office Renovation	\$750,000	6/21/2021	Int. Exec VP Torres
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Multi-Facility Instant Review Upgrades	\$265,000	12/1/2021	Int. Exec VP Torres
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	PMAC Women's Basketball Training Room Renovations	\$450,000	8/5/2021	Int. Exec VP Torres
License for Use Agreement	PBRC	LSU BoS	Tiger Athletic Foundation	Tiger Stadium North Structural Repairs 2021	\$100,000	9/8/2021	Int. Exec VP Torres

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

**Foundation Construction Related Agreements\***

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

Updated March 28, 2023

	2020-2021				Estimated	Approval	
Document Type	Campus	Lessor	Lessee	Project	Cost	Date	Approved by
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	PMAC Retractable Bleacher Repairs	\$100,000	11/16/2020	Int. Exec VP Torres
License for Use Agreement	PBRC	LSU BoS	Pennington Biomedical Research Foundation	Center for Excellence in Bariatric/Metabolic Surgery and Research	\$3,500,000	3/9/2020	Interim Pres. Galligan



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

**Other Agreements and Approval Requests**

Updated March 28, 2023

**2022-2023**

<b>Document Type</b>	<b>Campus</b>	<b>Lessor or Seller or Assignor</b>	<b>Lessee or Buyer or Assignee</b>	<b>Related Agreements or Purpose</b>
Option Term 3 to State Lease #19-4756	AgCenter	Northeast Educational Development Foundation	AgCenter Rural Development Center	Changes end date to 6/30/2024
Request for approval to lease space through the State Office of Real Estate Lease	HSCS	Alzheimer's Resource Center & Dementia	The Center for Brain Health of LSU Health Shreveport	Approval to submit information needed for a State Lease of Clinic Space
Estoppel Certificate requested by Tulane and the Charity Developer	LSU	LSU Board of Supervisors & the REFF subsidiary	Tulane and the Charity Hospital Redevelopment LLC of Charity Hospital	Estoppel Agreement
Nicholson Gateway Apartments Sprinkler Phase 1 Release	LSU	LSU Board of Supervisors	The Lemoine Company	A receipt & release to allow insurance payment to The Lemoine Company for Phase 1 of work
Nicholson Gateway Apartments Sprinkler Phase 2 Release	LSU	LSU Board of Supervisors	The Lemoine Company	A receipt & release to allow insurance payment to The Lemoine Company Phase 2 of work
Outstanding Participation Agreements with Associated Insurance Certificates	LSU			
Request for JLCB Approval to Increase Construction Costs- LSU Innovation Park Roadway Improvements	LSU	LSU Board of Supervisors		Change Orders and Amendments to existing construction and design contracts
Subordination Agreement for W.S. Dock	LSU	LSU Board of Supervisors	W.S. Dock, LLC	Lessee's Lender's documents

**2021-2022**

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



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

**Other Agreements and Approval Requests**

Updated March 28, 2023

2020-2021				
Document Type	Campus	Lessor or Seller or Assignor	Lessee or Buyer or Assignee	Related Agreements or Purpose
Cooperative Endeavor Agreement for local funding of Phase 1 of Lakes Improvements	LSU Board of Supervisors, East Baton Rouge Parish, BREC and University Lakes, LLC			CEA Implement Grant under the Community Development Block Grant providing local funding
Ground Lease and Sublease Agreement	LSU A&M	LSU BoS	Unversity Lakes LLC	Leases LSU site & sublease the City-Parish site to Univeristy Lakes, LLC for purpose of performing the project
Fire Marshall Covenant for LSU Old President's Hosue	LSU A&M	LSU BoS	La. State Fire Marshal	Give a legal covenant to the La. State Fire Marshal to bind and encumber maximum occupancy of Old Pres. House Rm. 1004 to maximum occupancy of 49 persons
2nd Amendment to Ground Lease	LSU A&M	LSU BoS	LSU Foundation	Amend to reduce leased land area to the footprint of th
1st Amendment to CEA for lease of land for construction & operation of La. Emerging Technology Center Building	LSU A&M	LSU BoS	LSU Research Foundation	Amend CEA to include revised land area.
Consent to Assignment & Termination of Lease	LSU A&M	Alpha Gamma House Corp of Pi Kappa Alpha Corporation	Epsilon Zeta Housing Corporation	Assignment or sale of existing leasehold interest
Consent to Leasehold Mortgage	LSU A&M	LSU BoS	House of Southern Woods Corporation	Needed to provide information to lender regarding mortgage loan with CHI
Option Term 4 to State Lease #19-9975	AgCenter	Corpus Christ Church-Epiphany Catholic Church	AgCenter Extension Center Space	Change end date to 6/22/2021
Option Term 2 to State Lease #19-10302	AgCenter	Town of Vidalia	AgCenter Concordia Extension Service	Changes end date to 6/30/2021
Amendment 1 to Inter-Agency Lease #08-10306	HSCNO	HSCNO	Office of State Police	Office Space in exchange for security services
Purchase of Property at 2127 Poydras St., New Orleans	HSCNO	Daniel Jackson	LSU Health Foundation New Orleans	Future donation to LSU Health New Orleans
Addendum to Lease Agreement between La. Cancer Research Center (LCRC) & LSU Health Science Center New Orleans (HSCNO)	HSCNO	LCRC	HSCNO	HSCNO agrees to manage & finance repairs to equipment in HSCNO's leased area of LCRC Building
Acknowledgement regarding Transaction & Approval of Qualified Assignee	HSCNO	LSU BoS	Brookfield District Energy USA, LLC d/b/a/ Enwave USA	Acknowledgment Regarding Transaction and Approval of Qualified Assignee
Amendment #1 and Option Term to State Lease #19-4688	HSCS	CLM Properties	HSCS	Medical Resident housing

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

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

Updated March 28, 2023

2022-2023		AMOUNT APPROVED	FUNDS SOURCE	APPROVED BY	APPROVAL DATE
<b>LSU</b>	Athletic Administration Bldg. Rm 225 Nutrition Ctr Renovations	\$115,000	Auxiliary Funds	Exec. VP Lewis	09/12/22
	Bernie Moore: Structural Preventative Maintenance	\$165,600	Ausillary Funds	Exec. VP Lewis	10/27/22
	Campus Wide Roadway Seal Coating Rebid	\$150,000	Other Ancillary Self Gen Revenue	Exec. VP Lewis	08/02/22
	Chemistry & Materials Bldg. Rm 168 Renovations	\$132,400	Other Ancillary Self Gen Revenue	Exec. VP Lewis	10/10/22
	Dalrymple Dr: Sidewalk, Drainage & Ramp Improvements	\$160,000	Other Ancillary Self Gen Revenue	Exec. VP Lewis	11/14/22
	Digital Media Center Cyber Security Modification for new Faculty	\$275,000	Other- LED Grant	Exec. VP Lewis	11/14/22
	First Transit Hub Renovation	\$145,000	Auxiliary Funds	Exec. VP Lewis	10/10/22
	Hatcher Hall 3rd Floor Renovations for AAAS	\$85,000	Operational Funds	Exec. VP Lewis	03/13/23
	Law Center: Classroom Modifications for Podiums	\$87,000	Operational Funds	Exec. VP Lewis	03/13/23
	Life Sciences Annex: Suite A363 and A365 Renovation	\$150,000	Operational Funds	Exec. VP Lewis	01/10/23
	MDA Sidewalk & Ramp Improvement	\$110,000	Other: Facility Access Fee	Exec. VP Lewis	12/13/22
	Nicholson Hall 4th Floor Renovations	\$130,000	Operational Funds	Exec. VP Lewis	11/18/22
	PMAC South Plaza Drainage and Paving Improvements	\$150,000	Auxiliary Funds	Exec. VP Lewis	08/02/22
	South Quad Dr. Paving Repairs & Sidewalk Imrpovements	\$120,000	Other Ancillary Self Gen Revenue	Exec. VP Lewis	08/02/22
	UREC: Softball Playing Surface Repaairs	\$75,000	Auxiliary Funds	Exec. VP Lewis	10/10/22
	Thomas Boyd Hall: 156 & 156A	\$78,000	Operational Funds	Exec. VP Lewis	12/13/22
	TTEC: Auditorium Lighting Replacement	\$90,000	Other: LA DOTD Funds	Exec. VP Lewis	11/14/22
	SVM: Main Bldg Library Renovations for Conference Room	\$147,250	Operational Funds	Exec. VP Lewis	03/20/23
	SVM East Lot ADA Parking, Sidewalk, Drainage Improvements	\$100,000	Auxiliary Funds	Exec. VP Lewis	08/02/22
	<b>Total LSU</b>	<b>\$2,465,250</b>			
<b>AgCenter</b>	Aquaculture Implement Shed Expansion	\$79,920	Operational Funds	Exec. VP Lewis	12/01/22
	<b>Total LSUA</b>	<b>\$79,920</b>			
<b>LSUS</b>	Physical Plant Roof Replacement increased cost-amount of low bid	\$104,975	Operational Funds	Exec. VP Lewis	08/10/22
	University Center AHU #3 Replacement	\$78,100	Operational Funds	Exec. VP Lewis	06/30/22
	<b>Total LSUS</b>	<b>\$183,075</b>			
<b>HCS D</b>	Lallie Kemp Helipad	\$133,164	Other- Covid-19 ARP Rural Funds	Exec. VP Lewis	09/07/22
	<b>Total HCS D</b>	<b>\$133,164</b>			
	<b>Total All Campuses</b>	<b>\$2,861,409</b>			

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

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

Updated March 28, 2023

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

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

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

Updated March 28, 2023

	2021-2022		AMOUNT APPROVED	FUNDS SOURCE	APPROVED BY	APPROVAL DATE
<b>AgCenter</b>	Irrigation Reservoir Weir/Discharge Replacement		\$78,760	Operational Funds	Exec. VP Lewis	05/13/22
		<b>Total LSUA</b>	<b>\$78,760</b>			
<b>LSUA</b>	The Oaks Residential Housing Exterior Repair		\$174,600	Operational Funds	Exec. VP Lewis	05/13/22
		<b>Total LSUA</b>	<b>\$174,600</b>			
<b>LSUE</b>	Health Technology Building Gas System Upgrades & Laboratory Renovation		\$170,000	Cares Act Funds	Exec. VP Lewis	04/28/22
		<b>Total LSUA</b>	<b>\$170,000</b>			
<b>LSUS</b>	Physical Plant (Facility Services) Roofing Replacement		\$75,000	Operational Funds	Exec. VP Lewis	05/13/22
	University Center AHU #3 Replacement		\$78,100	Operational Funds	Exec. VP Lewis	06/30/22
	Storm Damaged Metal Awning Replacement		\$110,000	Operational Funds	Exec. VP Lewis	05/03/22
		<b>Total LSUS</b>	<b>\$263,100</b>			
<b>Total PM60 Project Approvals 2020-2021</b>			<b>\$3,652,029</b>			

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

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

Updated March 28, 2023

2020-2021		AMOUNT APPROVED	FUNDS SOURCE	APPROVED BY	APPROVAL DATE
LSU	Acadian Hall 2nd Floor AHU Replacement	\$85,000	Auxiliary Funds	Interim Exec. VP Torres	02/23/21
	BEC Rotunda Office 2020 Renovations	\$115,000	Self-Generated Funds	Exec. VP Layzell	07/20/20
	Bernie Moore East Side Paving & Drainage Improvements	\$100,000	Auxiliary Funds	Exec. VP Layzell	07/20/20
	Building Demo Group 1 Buildings SPN 01-107-18-02 F.01004066	\$100,000	State Funds	Interim Exec. VP Torres	03/04/21
	Building Demo Group 2 Buildings SPN 01-107-18-02 F.01004144	\$122,000	State Funds	Interim Exec. VP Torres	02/23/21
	Coates Hall East: Crawlspace Renovations	\$76,000	Other Ancillary Self-Generated Funds	Interim Exec. VP Torres	03/04/21
	Design Building Gallery Space	\$150,000	Donor Funds	Interim Exec. VP Torres	02/23/21
	FETI Prop Slab Improvements	\$90,000	Auxiliary Funds	Interim Exec. VP Torres	02/23/21
	Hatcher Hall 3rd Floor SW Wing Renovations for WGS	\$125,000	Operational Funds	Exec. VP Layzell	07/20/20
	Hodges Hall Room 132 & 134 Dean's Suite Renovation	\$120,000	Operational Funds	Interim Exec. VP Torres	03/04/21
	Jesse Coates 1st & 2nd Floor Abatement and Demolition	\$128,293	Operational Funds	Exec. VP Layzell	07/01/20
	Life Sciences Building Fire Damage Repair	\$168,000	Insurance for Fire Damage	Exec. VP Layzell	08/17/20
	Life Sciences Building Room 437 Lab Renovation	\$88,000	Operational Funds	Interim Exec. VP Torres	04/29/21
	Miller Dormitory Ductwork Encapsulation Installation	\$75,000	Auxiliary Funds	Exec. VP Layzell	07/20/20
	PMAC Bollards & Paving Improvements	\$75,000	Auxiliary Funds	Exec. VP Layzell	09/15/20
	Student Health Center Landscape Improvements 2020	\$80,000	Auxiliary Funds	Interim Exec. VP Torres	02/23/21
	SVM DLAM West Kennel HVAC Upgrade	\$100,000	Operational Funds	Interim Exec. VP Torres	12/16/20
	SVM Labs 2312 & 2314 Renovations	\$125,000	Operational Funds	Interim Exec. VP Torres	01/19/21
	SVM Room 2536, 2538, 2538A Lab Renovations	\$115,000	Operational Funds	Interim Exec. VP Torres	06/17/21
	Thomas Boyd Hall Office of the Bursar Renovations 2021	\$145,000	Auxiliary Funds	Interim Exec. VP Torres	02/23/21
	Tiger Park Foul Ball Netting Extensions	\$115,000	Auxiliary Funds	Interim Exec. VP Torres	12/16/20
	Tiger Park Foul Ball Netting Extensions budget increase	\$158,583	Auxiliary Funds	Interim Exec. VP Torres	06/17/21
	Touchdown Village East Lot Asphalt Repairs	\$150,000	Auxiliary Funds	Interim Exec. VP Torres	04/22/21
	UREC Outdoor Exercise Area	\$125,000	Auxiliary Funds	Interim Exec. VP Torres	03/04/21
	West Canal Gas Piping Relocation	\$75,000	Operational Funds	Interim Exec. VP Torres	02/23/21
	<b>Total LSU</b>	<b>\$2,805,876</b>			

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

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

Updated March 28, 2023

2020-2021		AMOUNT APPROVED	FUNDS SOURCE	APPROVED BY	APPROVAL DATE
<b>LSUA</b>	Chambers Hall for Nursing	\$106,000	Operational Funds	Exec. VP Layzell	09/13/20
	<b>Total LSUA</b>	<b>\$106,000</b>			
<b>LSUS</b>	Administration Building Upgrades to Chancellor Suite and Foundation Lobby	\$130,425	Operational Funds	Interim Exec. VP Torres	03/08/21
	Business & Education Building Convert Classrooms to Offices 2nd Floor	\$90,000	Operational Funds	Interim Exec. VP Torres	03/08/21
	Noel Library Weather Proofing	\$170,000	Tuition & Fees	Interim Exec. VP Torres	12/07/20
	Shreveport Tech Center Collaboratory 3D Printer Rooms	\$141,400	Tuition & Fees	Interim Exec. VP Torres	11/23/20
	University Center Diversity & Inclusion Office Space	\$130,000	Operational Funds	Interim Exec. VP Torres	04/01/21
	<b>Total LSUS</b>	<b>\$661,825</b>			
<b>TOTAL PM60 PROJECTS APPROVALS 2020-2021</b>		<b>\$3,573,701</b>			



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

**Property Leases**

Updated March 28, 2023

2022-2023													
Campus	Lessor or Sublessor	Lessee or Sublessee	Location	Lease Purpose	BoS Addr.	Start	Lease Term	Sq. Ft.	Annual Rental	Dollars / SF	Terms left	Length	Approved by
HSCNO	LSU BoS	City of New Orleans		Lease of Airspace in New Orleans between the HSCNO Center for Advanced Learning & Simulation & the Clinical Science Research Building		09/15/22	50 years	11' wide & 55' long about 20' 10" above S. Prieur Street	\$5,130 2022-26, increasing every 4 years		8		President Tate
LSU	LSU BoS	Phi Kappa Theta at LSU House Corporation'	Lot 12 Frternity Row	Amendment & Restatement of Lease, Phi Kappa Theta at LSU of former Sigma Alpha Mu Fraternity House		06/17/22	Thru 6/16/2054		\$10.00				President Tate
2021-2022													
Campus	Lessor or Sublessor	Lessee or Sublessee	Location	Lease Purpose	BoS Addr.	Start	Lease Term	Sq. Ft.	Annual Rental	Dollars / SF	Terms left	Length	Approved by
LSU	LSU	Phi Gamma of Chi Omega House Corp.	Lot 16 Sorority Row	New Lease for land and for Related Construction	n/a	05/03/22	02/09/64	n/a	\$10.00	n/a	n/a	n/a	President Tate
AgCenter	LSU BoS	Fitch Brothers Chorolois	Iberia Research Station, Iberia parish	Crop and Cattle Production		06/21/22	06/20/26	209.65 acres	\$1,245.00	n/a	4	1-year	President Tate
AgCenter	LSU BoS	Sligo Road Circle M Ranch, LLC	Pecan Research Station, Caddo	Crop Production	12/05/19	06/22/22	06/21/25	99.956 acres	\$1,475.00	n/a	7	1-year	President Tate
HSCNO	HSCNO	CurVir Biotechnology & NeuResto Therapeutics	Lions Eye Center, New Orleans	Lease Agreement	n/a	07/01/21	06/30/21	229	\$4,122.00		4	1-year	Interim Pres. Galligan
HSCNO	HSCNO	LSU Health Foundation New Orleans	450 S. Claiborne Ave., New Orleans	Adaptive Reuse of Standislaus Hall as a Nursing Home	06/18/21	11/01/21	10/31/22	43,317	\$619,911.50	\$14.30	up to 5 yrs.		President Tate

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

**Property Leases**

Updated March 28, 2023

2020-2021													
Campus	Lessor or Sublessor	Lessee or Sublessee	Location	Lease Purpose	BoS Appr.	Start	Lease Term	Sq. Ft.	Annual Rental	Dollars / SF	Terms left	Length	Approved by
LSU A&M	WC Dock, LLC	LSU	1110 S. River Road, Ste. 100,	For use by Academic Affairs		02/01/21	01/31/26	6,689	\$106,992.00	\$16.00	1	5-year	Interim Pres. Galligan
LSU A&M	LSU BoS	Epsilon Zeta House Corp. of Alpha Tau Omega Fraternity	Lot 3 Fraternity Row, 15 Fraternity Lane, Baton Rouge	Fraternity House	06/18/21	06/18/21	06/30/56		\$10.00				Pres. Galligan
LSU A&M	Phi Gamma of Chi Omega House	ServisFirst Bank	Lot 16 Sorority Row, 3930 W.	Consent to Leasehold Mortgage for renovations and additions to Fraternity	06/18/21								Interim Pres. Galligan
LSU A&M	Sigma Chi Alumni Assn. of La. through House of Southern Woods	Constatine Housing Initiative	Lot 16 Fraternity Row, 27 Dalrymple Dr., Baton Rouge	Consent to Leasehold Mortgage	06/18/21								Pres. Galligan
AgCenter	AgCenter	Our Veterans Memorial Park Inc.	Lee Memorial Forest	Veterans Memorial Wall	09/13/19	06/30/21	06/29/61	3 acres	n/a				Interim Pres. Galligan
HSCNO	LSU BoS	Audubon Retirement Village, Inc.	200 Henry Clay Avenue, New Orleans	Geriatric teaching-nursing facility to train physicians & allied health professionals to care for elederly & need of Louisiana	01/25/19	06/28/19	06/27/24		\$876,000.00		2	5-years	Pres. Alexander
HSCNO	HSCNO	Domingues Farm	Vermillion Parish	Agricultural Land	n/a	07/20/20	07/19/25	114 acres	\$13,075.30	n/a	1	5-years	Interim Pres. Galligan
HSCNO	HSCNO	LSU Health Foundation, New Orleans	450A S. Clairborne Ave, New Orleans	Adaptive Reuse of Stanislaus Hall for nursing home services to residents and nursing home education to students & faculty of HSCNO	06/18/21	11/01/21	10/31/22	43,317	\$619,599.50			Monthly	Pres. Tate
HSCNO	HSCNO	LSU Health Foundation, New Orleans	HSCNO Campus at 1545 Tulane Ave., New Orleans	Foundation or its sublessee shall construct improvements to Butterworth & Hutchinson Bldgs.in one or more phases	05/04/18	12/22/20	12/21/25		Year 1= \$112,148 Yr 2-5 =\$220,320	\$5.75	0		Interim Pres. Galligan
HSCS	HSCS	Family Justice Center	220 Hospital Blvd., Pineville	Lease of space for use as a regional family crisis resource center	n/a	06/24/20	06/23/25	4,951	\$1,460.00		0		Interim Pres. Galligan
HSCS	Haynes Peavy, LLC	HSCS	2015 Fairfield Ave. Ste 2B, Shreveport	Partners in Wellness Clinic	n/a	01/15/21	08/16/22	3,145	\$38,675.04	\$12.30	0		Interim Pres. Galligan

**Report to LSU Board of Supervisors:**

**Schematic Design**

**All Campuses Last 3 Years**

Updated March 28, 2022

<b>2022-2023</b>				
<b>Campus</b>	<b>Project</b>	<b>Architect</b>	<b>Approved by</b>	<b>Approval Date</b>
	TAF Lease and Schematic Design of Renovated & Expanded Football Operations Building		LSU Board of Supervisors	10/21/22
<b>2021-2022</b>				
<b>Campus</b>	<b>Project</b>	<b>Architect</b>	<b>Approved by</b>	<b>Approval Date</b>
<b>2020-2021</b>				
<b>Campus</b>	<b>Project</b>	<b>Architect</b>	<b>Approved by</b>	<b>Approval Date</b>
<b>LSU</b>	Mobility Implementation- Phase I	CARBO/Reed Hilderbrand	LSU Board of Supervisors	12/04/20
	New Science Building	Eskew Dumez Ripple APAC	LSU Board of Supervisors	04/10/21
<b>AgCenter</b>	Burden Museum & Gardens Welcome Center	EskewDumezRipple/CARBO/Suzanne Turner Associates	LSU Board of Supervisors	12/04/20
<b>LSU HSCS</b>	Center for Medical Education and Wellness	Coleman Partners Architects/Perkins + Will, AJV	LSU Board of Supervisors	09/16/20

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

**Servitudes**

Updated March 28, 2023

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

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

**Transfers of Title to Immovable Property**

Updated March 28, 2023

**2022-2023**

Campus	Transfer Description	Value	State ID	Site Code	Approved by	Transfer Date

**2021-2022**

Campus	Transfer Description	Value	State ID	Site Code	Approved by	Transfer Date

**2020-2021**

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



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## Board of Supervisors

### PERSONNEL ACTIONS REQUIRING BOARD APPROVAL

Personnel Actions Requiring Board Approval  
per PM-69

April 21<sup>st</sup>, 2023

Personnel Actions Requiring Board Approval per PM-69  
April 21<sup>st</sup>, 2023

**LSU A&M**  
**New Appointments**

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Compensation</u>		<u>%Change</u>
			<u>Current</u>	<u>Proposed</u>	
John L. Walters	Vice President	1/2/2023	\$0	\$300,000	NA
Cody Worsham	Interim Vice President of Strategic Communications	12/1/2022	\$140,400	\$200,000 <sup>1</sup>	31.33%
David Guzick	Chancellor at LSU Health Sciences Center Shreveport	1/09/2023	\$0	\$900,000	NA
Robert Twilley	Vice President for Research and Economic Development	4/3/2023	\$278,400	\$400,000 <sup>2</sup>	.57%

Notes:

1. Cody Worsham: Interim appointment as Vice President will begin December 1st, 2022. Base salary is \$140,400 with an Interim Allowance of \$50,000 and a car allowance of \$9,600.
2. Robert Twilley: Promotion to Vice President for Research and Economic Development effective April 3, 2023. Base salary is \$280,000 with a Faculty Administrator Allowance of \$120,000. Total compensation is \$400,000.