BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

October 24, 2024

Item K.1. Nicholls State University's request for approval to enter into a Cooperative Endeavor Agreement with Nicholls State University Foundation.

EXECUTIVE SUMMARY

Nicholls State University is requesting Board approval to enter into a Cooperative Endeavor Agreement (CEA) with the Nicholls State University Foundation. Under this agreement Nicholls State University will allow the Foundation and its data management partner (Balanced Media Technology "BMT") to harness the power of idle computer processing capacity to create a virtual supercomputer. The Foundation and BMT need the computer processing capacity to continue its work in areas such as advanced research, development of new technology-based curriculums, and the creation and possible commercialization of intellectual property. This collaborative relationship is anticipated to allow the University to gain greater efficiencies in the normal operation of the University through deployment of AI and machine learning to perform repetitive operational tasks with the University in a secure environment.

All cybersecurity protocols shall be utilized in this arrangement and no university data shall be exposed in an unsecure manner. The University will incur no cost under this agreement but will gain access to and benefit from the work product developed by BMT in its work to use innovative technology to create solutions and opportunities benefiting not only the immediate region but a farther-reaching marketplace that may be served by the technology developed.

This new Cooperative Endeavor Agreement formed by and between Nicholls State University and Nicholls State University Foundation demonstrates their common interest of reaching a common mission to advance the role of the University in the intellectual, cultural, work force, and economic development of the region. This new agreement will benefit the University as well as the broader regional community.

The Cooperative Endeavor Agreement will begin on the date of execution and terminate on June 30, 2034. This agreement may be renewed for successive five (5) year terms upon the agreement of the University and the Foundation.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request to enter into a Cooperative Endeavor Agreement with Nicholls State University Foundation.

BE IT FURTHER RESOLVED, that Nicholls State University shall obtain final review from UL System staff, legal counsel, and shall secure all other appropriate approvals from agencies/parties of processes, documents and administrative requirements prior to execution of documents.

BE IT FURTHER RESOLVED, that Dr. John J. Clune, President of Nicholls State University, is hereby designated and authorized to execute any and all documents necessary to execute this agreement.

AND FURTHER, that Nicholls State University will provide the System Office with copies of all final executed documents for Board files.



Nicholls State University

Office of the President

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

K.1.

October 3, 2024

Via Electronic Transmittal Only

President Rick Gallot University of Louisiana System 1201 North Third Street, Suite 7-300 Baton Rouge, LA 70802

Dear President Gallot:

Nicholls State University requests consideration and approval of the following item to be placed on the agenda for the October 24, 2024 meeting of the Board of Supervisors for the University of Louisiana System:

Cooperative Endeavor Agreement with Nicholls State University Foundation.

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD

President

JC/apf

Enclosures

c: Mr. Terry Braud, Executive Vice President for Finance & Administration

Mr. Jonathan Terrell, Vice President for Collegiate Athletics/Athletic Director

Dr. Michele Caruso, Vice President for Student Affairs

Dr. Todd Keller, Vice Provost/Chief Academic Officer

Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success

Ms. Alison Hadaway, Director of Human Resources

Mr. Jerad David, Director of Communications & Legislative Affairs

Ms. Paige Pierce, Director of Alumni Affairs

Ms. Paulette Mayon, Controller & Ethics Liaison

Dr. Martin Meder, Faculty Senate President

Cooperative Endeavor Agreement Between Nicholls State University and Nicholls State University Foundation, Inc.

This Cooperative Endeavor Agreement (hereinafter referred to as "Agreement") is made and entered into this _____day of _____, 2024 by and between:

NICHOLLS STATE UNIVERSITY, whose mailing address is _P.O. Box 2001, Thibodaux, LA 70310, hereinafter referred to as "UNIVERSITY" and represented by John J. Clune, Jr., its President; and

NICHOLLS STATE FOUNDATION, INC., whose mailing address is P.O. Box 2074, Thibodaux, LA 70310, being duly organized in the State of Louisiana, and recognized as a not for profit organization under Section 501 (c) (3) of the Internal Revenue Code, hereinafter referred to as "FOUNDATION" and represented by its President, Mr. Christopher H. Riviere; and

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that, "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

WHEREAS, the UNIVERSITY is a constitutionally and statutorily created local political body of the State of Louisiana with the constitutional and statutorily created authority to contract, including entering into Cooperative Endeavor Agreements; and

WHEREAS, the UNIVERSITY has, through its normal course of operations, significant idle computing capacity in the form of idle or underutilized computers in computer laboratories, faculty offices, and staff offices during the normal business day and in the non-business hours; and

WHEREAS, the UNIVERSITY desires to make this excess computing capacity available to the FOUNDATION and its partnership with Balanced Media Technology (BMT), LLC for the benefit of the UNIVERSITY, the economic development of the University's service area and the State of Louisiana; and

WHEREAS, the UNIVERSITY desires to benefit from the FOUNDATION's partnership with BMT and the deployment of an advanced data platform (The Coastal Data Refinery) for the intake, processing and unifying of data sets both large and small scale; and

WHEREAS, the Coastal Data Refinery will host and utilize Artificial Intelligence (AI) and Machine Learning (ML) algorithms for the further refining, analysis, and visualization of data; and

WHEREAS, the FOUNDATION, through its partnership with BMT, in collaboration with the UNIVERSITY will serve a public purpose and have a public benefit to residents of the UNIVERSITY's service region and the State of Louisiana by providing access to the Coastal Data Refinery for use by the UNIVERSITY and its designated affiliates to facilitate the identification of potential geohazards, the ability to conduct advanced research, the creation and commercialization of intellectual property, the development of new technology-based curriculums, the ability to obtain new grant funding, to support federally-funded research, and to obtain greater efficiencies in the normal operations of the University through the deployment of AI and ML tools to perform repetitive operational tasks within the University in a secure environment; and

WHEREAS, the UNIVERSITY and FOUNDATION desire that this Agreement be formed by and between themselves as a demonstration of their common interest of reaching a common mission to advance the role of the UNIVERSITY in the intellectual, cultural, work force and economic development of the region; and

WHEREAS, both the UNIVERSITY and FOUNDATION have a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

NOW, THEREFORE, the UNIVERSITY and FOUNDATION hereby enter into this Agreement to collaborate by using the excess computing capacity of the University to deploy and provide access to the Coastal Data Refinery powered by HEWMEN to support the University's mission under the following terms and conditions.

PURPOSE AND SCOPE

The UNIVERSITY is partnering with FOUNDATION to benefit from the FOUNDATION and its partnership with BMT. The UNIVERSITY will gain access to and benefit from the work product developed by BMT in its work to use innovative technology to create solutions and opportunities benefiting not only this immediate region but a farther-reaching marketplace that may be served by the technology developed.

GENERAL CONDITIONS

This Agreement	is pursuant to	University of Louisiana System
Resolution No	of	meeting.

The responsibilities of the individual parties are agreed to be as noted herein:

A. The FOUNDATION shall:

1. Use the excess computing capacity provided by the UNIVERSITY for the purpose of deploying the Data Refinery powered by BMT's HEWMAN Solution to the University to produce tangible outcomes from research, Intellectual Property (IP) Creation and commercialization, and operational efficiency efforts that will directly impact academic, environmental, economic and other concerns in our regional communities.

B. The UNIVERSITY shall:

1. Provide access to the excess computing capacity at the UNIVERSITY to the FOUNDATION and its partnership with BMT for the purpose of deploying the Data Refinery powered by HEWMEN Solution to scale for the benefit of the University.

TERM AND TERMINATION

This Cooperative Endeavor	r Agreement shall begin on the date of execution and ter	minate on
terminate on	This agreement may be renewed for successive	year terms
upon the agreement of the	University and the Foundation.	

For Convenience: This Agreement may be terminated by either party at any time by giving one hundred and twenty (120) days prior written notice to the other party.

For Cause: Either party may terminate this Agreement for cause based upon the other party's breach of any terms and/or conditions of this Agreement; provided that the non-breaching party shall provide the other party written notice specifying the breach. If within thirty (30) days after receipt of such notice, the breaching party shall not have either corrected such a breach or, in the case of a breach which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the nonbreaching party may, at its option, place the breaching party in default and this Agreement shall terminate on the date specified in such notice.

Fiscal Funding: The continuation of this Cooperative Endeavor Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Cooperative Endeavor Agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Cooperative Endeavor Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act 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 Cooperative Endeavor Agreement, the Cooperative Endeavor Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

INDEMNIFICATION

The Foundation and their non-university partners agree to protect, defend, indemnify, save and hold harmless, Nicholls State University, the State of Louisiana, the University of Louisiana System, the Louisiana Board of Regents, its board members, officers, agents servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Foundation and their non-university partners, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by The Foundation and their non-university partners as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of Nicholls State University, the University of Louisiana System, the Louisiana Board of Regents, its board members, officers, agents, representatives, and/or employees. The Foundation and their non-university partners agree to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.

Nicholls State University agrees to protect, defend, indemnify, save and hold harmless, the Foundation and their non-university partners its officers, agents servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Nicholls State University, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by Nicholls State University as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the Foundation or their non-university partners, its agents, representatives, and/or employees. Nicholls State University agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.

DISCRIMINATION CLAUSE

Both parties agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of he Civil Rights Act of 1964, as amended by the Equal Opportunity Employment Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans 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 the Americans with Disabilities Act of 1990.

Both parties agree not to discriminate in their employment practices and render services under this Cooperative Endeavor Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, and disabilities.

Any act of discrimination committed by a party, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Cooperative Endeavor Agreement.

NOTICES

Any notices permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or deposited in the United States mail, certified mail, and postage prepaid, to the address set forth below, or to such other address as may be designated by a party in writing:

To FOUNDATION: P.O. Box 2074

Thibodaux, LA 70310

ATTN: Christopher H. Riviere

To UNIVERSITY: P.O. Box 2001

Thibodaux, LA 70310

ATTN: Dr. Jay Clune, President

SEVERABILITY; WAIVER OF BREACH

In the event any provision of this Agreement is held unenforceable or invalid for any reason, the remainder of the Cooperative Endeavor Agreement shall remain in full force and effect and enforceable in accordance with its terms.

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of breach of any other provision. No delay in acting with regard to any breach shall be construed to be a waiver of such breach.

GOVERNING LAW

This Cooperative Endeavor Agreement shall be governed by the laws of the State of Louisiana. Venue of any action brought shall be in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

COMPLIANCE WITH APPLICABLE LAWS

Both parties agree to observe and comply with the provisions of all applicable federal, state, and local laws, regulations, and standards.

CYBERSECURITY TRAINING

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the non-University partners to this Cooperative Endeavor Agreement, any of its employees, agents, or subcontractors will have access to Nicholls State University (State government) information technology assets, the non-university partners, their employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the non-university partners, their employees, agents, or subcontractors must present evidence of such compliance annually and upon request. The non-university partners, their employees, agents or sub-contractors may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to Nicholls State University (State government) information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of Nicholls State University (State) information technology systems or networks. Examples would include but not be limited to University/State-issued laptops, VPN credentials to credentials to access the State network, badging to access the University's/State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the University/State. Final determination of scope inclusions or exclusions relative to access to University/State government information technology assets will be made by the Office of Technology Services.

ENTIRE AGREEMENT: AMENDMENT

This Cooperative Endeavor Agreement contains the entire understanding of the parties pertaining to its subject matter and supersedes any prior written or oral communication between the parties. This Agreement shall be modified only by an instrument in writing signed by both parties.

In witness whereof, the FOUNDATION and UNIVERSITY have caused this agreement to be signed and delivered by their authorized representatives as of the date set forth below.

For	For	
Signature	Signature	
Print Name	Print Name	
Title	Title	
Date	Date	

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

October 24, 2024

Item K.2. University of Louisiana System's financial status of alternatively financed projects for the fiscal year ended June 30, 2024.

EXECUTIVE SUMMARY

Presented is a summary of financial activities of the UL System's alternatively financed capital projects for the fiscal year ended June 30, 2024. This information was obtained from standardized financial reports and certifications submitted by each university.

This is a report only and no action by the Board is necessary.



ALTERNATIVELY FINANCED PROJECTS STATEMENT OF REVENUES AND EXPENSES - BUDGET VS ACTUAL STUDENT HOUSING PROJECTS WITH LEASE BACKS TO THE UNIVERSITY FISCAL YEAR ENDING JUNE 30, 2024

	Fiscal 2023 Budget	Fiscal 2023 Actual	Variances/ Differences Current vs Actual	Percent Difference Budget to Actual
REVENUES	Buuget	Actual	Actual	Actual
Rental revenue	67,868,257	70,977,972	3,109,715	
Student fees	923,225	773,002	(150,223)	
Other revenues	1,334,617	3,385,603	2,050,986	
Total rental revenues	70,126,099	75,136,577	5,010,478	
Less: Vacancies	(621,374)	(301,782)	319,592	
Net Rental Revenues	69,504,725	74,834,795	5,330,070	7.67%
Investment Earnings (if any)	22,165	231,772	209,607	
Total Revenues	69,526,890	75,066,567	5,539,677	7.97%
EXPENSES				
Payroll:				
Management	2,762,389	2,818,692	(56,303)	
Clerical	387,903	236,260	151,643	
Maintenance	2,529,648	3,054,602	(524,954)	
Not specified	1,620,006	1,175,365	444,641	
Contract services	1,637,584	1,418,194	219,390	
Turnover expenses	145,000	199,692	(54,692)	
Insurance	1,931,270	2,324,393	(393,123)	
Marketing and leasing	15,400	-	15,400	
General and administrative	426,205	553,589	(127,384)	
Professional fees	273,038	115,192	157,846	
Utilities:	-	-	-	
Electricity	6,050,891	3,763,075	2,287,816	
Water	765,857	964,215	(198,358)	
Gas	183,127	249,980	(66,853)	
Cable/Telephone/Internet	734,831	645,213	89,618	
Office supplies	174,126	17,339	156,787	
Repair & maintenance supplies	3,782,710	3,746,416	36,294	
Travel	25,664	15,016	10,648	
Management fee (if applicable)	800,000	800,002	(2)	
Trustee & rating agency fees	22,848	19,024	3,824	
Replacement Reserve contribution	2,687,690	2,688,300	(610)	
Other	1,137,530	1,348,105	(210,575)	
Total Operating Expenses	28,093,717	26,152,662	1,941,055	6.91%
Net Operating Income	41,433,173	48,913,904	7,480,731	18.05%
ANNUAL DEBT SERVICE	33,851,255	33,813,876	37,379	
Debt Service Coverage Ratio before				
any Subordinated Costs	1.2	1.4		
Subordinated costs (if any)	2,855,156	2,852,672		
Debt Service Coverage Ratio after				
any Subordinated Costs	1.3	1.6		



THIRD PARTY FINANCING OPERATIONS STATEMENT OF REVENUES AND EXPENSES - ACTUAL STUDENT HOUSING PROJECTS WITH LEASE BACKS TO THE UNIVERSITY FISCAL YEAR ENDING JUNE 30, 2024

Rental revenue Student fees Other revenues
Total rental revenues Less: Vacancies
Net Rental Revenues Investment Earnings (if any)
Total Revenues
Payroll: Management Clerical Maintenance Not specified Contract services Turnover expenses Insurance Marketing and leasing General and administrative Professional fees Utilities: Electricity Water Gas Cable/Telephone/Internet Office supplies Repair & maintenance supplies Travel Management fee (if applicable) Trustee & rating agency fees Replacement Reserve contribution Other
Total Operating Expenses
Net Operating Income
Annual Debt Service
Debt Service Coverage Ratio before any Subordinated Costs (A÷B)
Subordinated costs (if any)
Debt Service Coverage Ratio after any Subordinated Costs [(A+C)÷B]

	ULM	ULL	Southeastern		Nicholls	McNeese	LA Tech
Total System	Combined	Legacy Park and Dorms	Combined		Combined	Housing	Combined
\$70,977,972	\$7,680,280	\$22,225,789	\$ 16,429,096		\$8,891,825	3,183,210	\$12,567,772
\$773,002 \$3,385,603	413,516 513,627	\$0 \$1,674,746	\$ 359,486 \$ 404,432		\$0 \$125,167	0 173,846	\$0 \$493,785
75,136,577 (301,782	8,607,423 0	23,900,535	17,193,014 0		9,016,992	3,357,056 (301,782)	13,061,557 0
74,834,795 231,772	8,607,423 715	23,900,535	17,193,014 231,057	2	9,016,992	3,055,274	13,061,557
75,066,567	8,608,138	23,900,535	17,424,071	2	9,016,992	3,055,274	13,061,557
			, ,			, ,	
2,818,692 236,260	0	98,770 0	1,758,415 0		248,195 236,260	0 0	713,312 0
3,054,602	0	482,453	1,240,112		230,244	0	1,101,793
1,175,365 1,418,194	579,326 107,126	596,039 359,610	537,798		0 180,972	0 36,699	0 195,989
199,692	62,500	0	0)	0	137,192	0
2,324,393	266,849	0	902,232		652,123	0	503,189
553,589	0 305,861	0	0 80,042		0 6,067	0	0 161,619
115,192	0	35,210	62,982		0,007	17,000	0
(113,172	0	0	02,762		0	0	0
3,763,075	471,753	1,022,691	489,350		746,984	0	1,032,297
964,215	200,589	316,097	90,447		189,927	167,155	0
249,980	19,974	60,193	68,085)	50,099	51,629	0
645,213	196,262	8,976	319,885)	70,549	555	48,986
17,339	4,807	6,387	1,441		948	457	3,299
3,746,410	111,398	970,418	1,207,827		57,986	911,919	486,868
15,010	6,076	0	8,277		663	0	0
800,002	0	0	0		0	800,002	0
19,024	11,000	4,774	0		0	0	3,250
2,688,300 1,348,105	741,461 139,797	1,551,946 5,720	165,283 329,721		0 872,867	0	229,610 0
1,348,103	139,797	5,720	329,721	_	8/2,80/	U	U
26,152,662	3,224,779	5,519,284	7,261,895	1	3,543,884	2,122,608	4,480,212
\$48,913,904	\$5,383,359	\$18,381,251	\$10,162,176	3	\$5,473,108	\$932,666	\$8,581,345
\$33,813,870	\$3,680,348	\$10,575,341	\$6,763,522)	\$3,527,880	1,186,600	\$8,080,185
1.4	1.5	1,7	1.5		1.6	0.8	1,1
	\$0				\$0		
\$2,852,672	20	\$1,557,666	\$495,004	,		\$800,002	\$0
1.0	1.5	1.9	1.6	5	1.6	2.1	1.1

UNIVERSITY OF LOUISIANA SYSTEM ALTERNATIVELY FINANCED PROJECTS: HOUSING WITH LEASEBACKS FOR THE FISCAL YEAR ENDING JUNE 30, 2024 HOUSING

		LA Tech		McNeese	Nicholls	Southeastern			ULL				ULM	UNO		
PROJECT NAME	University Park & Park Place Apartments	Legacy Park Apartments/ Suites	Bulldog Village Halls	Student Housing	New Residence Halls	Southeastern Oaks	The Village	Housing Phase 3	Housing 2018	Legacy Park	Legacy Park (2)	Other Housing*	Heritage	Housing, Infirmary, Infirmary, Student Union	Pontchartrain Hall	Totals
	GL+LB	GL+LB		GL+LB	GL+LB	GL+LB				GL+LB	GL+LB			GL+LB		
PROJECT DESCRIPTION																
Date Completed/Month and Year	August 2009	September 2018	September 2021	August 2002	August 2008	1999	2001	2005	2017	August 2004	August 2010	2011 and 2012	August 2019	2005 and 2006	2007	
Number of Beds in Project	956	604	597	642	1,203	312	271	1,509	556	468	180	1,798	589	1,887	740	12,312
Number of Buildings in Project	34	11	3	6*	12	7	6	8	2	8	3	4	5	11	2	116
Square Footage	304,958	138,047	159,392	207,248	425,977	85,062	77,426	352,990	175,953	213,498	79,821	462,191	278,000	587,952	233,070	3,781,585
Debt Issued	\$62,085,000	\$36,695,000	\$49,145,000	\$11,250,000	\$42,985,000		\$88,33	5,000			\$158,0	95,000		\$68,890,000	\$29,820,000	\$547,300,000
Principal Outstanding 6/30/2024	\$43,085,000	\$33,075,000	\$47,425,000	\$8,865,000	\$32,380,000	\$55,995,000			\$141,340,000				\$42,205,000	\$28,260,000	\$432,630,000	
Interest Outstanding 6/30/2024	\$14,186,707	\$17,634,475	\$29,789,530	\$1,868,200	\$12,495,695		\$22,40	9,788			\$90,94	40,730	•	\$4,258,262	\$5,527,011	\$199,110,398

^{*}Project includes 5 residence halls and 1 housing office building



ALTERNATIVELY FINANCED PROJECTS STATEMENT OF REVENUES AND EXPENSES - BUDGET VS ACTUAL NON-HOUSING PROJECTS WITH LEASE BACKS TO THE UNIVERSITY FISCAL YEAR ENDING JUNE 30, 2024 ALL UNIVERSITIES

	Fiscal 2024 Budget	Fiscal 2024 Actual	Variances/ Differences Current vs Actual	Percent Difference Budget to Actual
REVENUE				
Rental revenue	656,726	690,281	33,555	
Student fees	12,888,739	12,944,280	55,541	
Other revenues	8,894,730	10,515,513	1,620,783	
Total rental revenues	22,440,195	24,150,074	1,709,879	
Less: Vacancies	0	0	-	
Net Rental Revenues	22,440,195	24,150,074	1,709,879	
Investment Earnings (if any)	130,300	340,831	210,531	
Total Revenues	22,570,495	24,490,905	1,920,410	8.51%
EXPENSES				
Payroll:				
Management	509,376	518,579	(9,203)	
Clerical	524,795	455,722	69,073	
Maintenance	38,261	14,210	24,051	
Not specified	978,823	1,009,885	(31,062)	
Contract services	101,070	131,933	(30,863)	
Turnover expenses	522.046	0	(25.774)	
Insurance	533,946	569,720	(35,774)	
Marketing and leasing General and administrative	0 197,603	227.270	(20.776)	
Professional fees	98,821	237,379 90,560	(39,776)	
Utilities:	90,821	90,300	8,261	
Electricity	431,565	154,765	276,800	
Water	1,550	49,493	(47,943)	
Gas	1,550	16,079	(16,079)	
Cable/Telephone/Internet	13,873	10,299	3,574	
Office supplies	110,102	1,256	108,846	
Repair & maintenance supplies	184,818	202,849	(18,031)	
Travel	94,000	92,758	1,242	
Management fee (if applicable)	0	0		
Trustee & rating agency fees	33,932	28,032	5,900	
Replacement Reserve contribution	542,372	542,372	-	
Other	3,670,883	4,140,499	(469,616)	
Total Operating Expenses	8,065,790	8,266,389	(200,599)	(2.49%)
Net Operating Income	14,504,705	16,224,516	1,719,811	11.86%
ANNUAL DEBT SERVICE	10,698,761	10,557,394	141,367	1.32%
Debt Service Coverage Ratio before				
any Subordinated Costs	1.4	1.5		
Subordinated costs (if any)	452,795	452,795		
Debt Service Coverage Ratio after any Subordinated Costs	1.4	1.6		
-				



THIRD PARTY FINANCING OPERATIONS STATEMENT OF REVENUES AND EXPENSES BY CAMPUS NON-HOUSING PROJECTS WITH LEASE BACKS TO THE UNIVERSITY FISCAL YEAR ENDING JUNE 30, 2024

	ULS	Tech	McNeese	Nicholls	Nicholls	Nicholls	SLU	SLU	ULL	ULL	ULL	ULL	ULM
					Recreation			Student	Student		Athletic	Baseball	
	Combined	Davison	Parking	Parking	Center	Cafeteria	Stadium	Union	Union	Parking	Project	Stadium	Projects
Rental revenue	690,281	18,000	0	0	0	437,159	106,390	128,732	0	0	0	0	0
Student fees	12,944,280	687,497	866,028	226,595	679,870	1,475,993	421,039	1,392,112	1,838,092	1,229,056	367,604	0	3,760,394
Other revenues	10,515,513	59,767	0	55,894	50,136	5,658,882	83,142	1,717,241	0	1,083,739	962,380	830,281	14,051
Total rental revenues	24,150,074	765,264	866,028	282,489	730,006	7,572,034	610,571	3,238,085	1,838,092	2,312,795	1,329,984	830,281	3,774,445
Less: Vacancies		0	0	0	0	0	0	0	0	0	0	0	0
Net Rental Revenues	24 150 074	765.264	966.029	202.400	720.006	7 572 024	610.571	2 220 005	1,838,092	2 212 705	1 220 004	920 201	2 774 445
Investment Earnings (if any)	24,150,074 340,831	765,264 0	866,028 105,723	282,489	730,006	7,572,034 99,624	610,571 80,077	3,238,085 55,407	1,030,092	2,312,795	1,329,984	830,281	3,774,445
investment Earnings (if any)	340,631	U	103,723	U	0	99,024	80,077	33,407	U	U	U	U	U
Total Revenues	24,490,905	765,264	971,751	282,489	730,006	7,671,658	690,647	3,293,493	1,838,092	2,312,795	1,329,984	830,281	3,774,445
Total Revenues	21,150,505	703,201	<i>>/1,/31</i>	202,102	720,000	7,071,050	0,0,017	0,270,170	1,000,002	2,012,775	1,027,701	000,201	0,771,113
Payroll:													
Management	518,579	57,267	0	0	0	387,912	0	73,400	0	0	0	0	0
Clerical	455,722	1,854	0	0	0	453,868	0	0	0	0	0	0	0
Not specified	1,009,885	0	0	0	0	0	0	0	0	0	0	0	1,009,885
Contract services	131,933	0	0	0	0	44,059	0	87,874	0	0	0	0	0
Insurance	569,720	0	0	0	0	186,197	0	65,073	0	0	0	0	318,450
Marketing and leasing	0	0	0	0	0	0	0	0	0	0	0	0	0
General and administrative	237,379	1,194	0	0	0	69,599	45,241	101,792	0	19,552	0	0	0
Professional fees	90,560	0	0	0	0	79,240	444	3,685	3,313	2,068	1,810	0	0
Utilities:	0			0	0	0	0	0	0	0	0	0	0
Electricity	154,765	0	0	0	0	146,841	7,924	0	0	0	0	0	0
Water	49,493	0	0	0	0	48,493	1,000	0	0	0	0	0	0
Gas	16,079	0	0	0	0	16,079	0	0	0	0	0	0	0
Cable/Telephone/Internet	10,299	0	0	0	0	321	0	4,361	0	0	0	0	5,617
Office supplies	1,256	0	0	0	0	922	0	334	0	0	0	0	0
Repair & maintenance supplies	202,849	1,235	19,745	0	0	70,007	470	50,980	0	17,039	4,013	0	39,359
Travel	92,758	0	0	0	0	865	0	0	0	0	0	0	91,893
Management fee (if applicable)	0	0	0	0	0	0	0	0	0	0	0	0	0
Trustee & rating agency fees	28,032	1,600	3,000	0	0	0	0	0	2,500	3,000	3,000	2,932	12,000
Replacement Reserve contribution	542,372	0	59,952	0	0	0	0	0	0	87,500	365,295	0	29,625
Other	4,140,499	0	0	0	0	4,038,117	0	0	0	0	0	0	102,382
Total Operating Expenses	8,266,389	63,150	82,697	0	0	5,556,730	55,079	387,499	5,813	129,159	374,118	2,932	1,609,211
Net Operating Income	16,224,516	702,114	889,054	282,489	730,006	2,114,928	635,568	2,905,994	1,832,279	2,183,636	955,866	827,349	2,165,234
Annual Debt Service	10,557,394	605,312	728,350	235,350	590,400	354,580	378,331	1,485,500	1,089,983	1,262,907	1,183,589	827,349	1,815,743
Debt Service Coverage Ratio before													
any Subordinated Costs (A÷B)	1.5	1.2	1.2	1.2	1.2	6.0	1.7	2.0	1.7	1.7	0.8	1.0	1.2
Subordinated costs (if any)	452,795	0	0	0	0	0	0	0	0	87,500	365,295	0	0
• • • • • • • • • • • • • • • • • • • •	.52,775	o	3	V		0		3	3	07,500	200,273	3	J
Debt Service Coverage Ratio after				4.5				• •					4.5
any Subordinated Costs [(A+C)÷B]	1.6	1.2	1.2	1.2	1.2	6.0	1.7	2.0	1.7	1.8	1.1	1.0	1.2

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

October 24, 2024

Item K.3. University of Louisiana System's report of Fiscal Year 2023-24 fourth quarter financial reports and ongoing assurances.

EXECUTIVE SUMMARY

Attached is a summary of the financial activities through the year ended June 30, 2024. This information was obtained from fourth quarter financial reports submitted by each university.

This is a report only and no action by the Board is necessary.

University of Louisiana System Summary of Operating Budget vs Actual For the Fiscal Year Ended June 30, 2024

	Available Budget	Actual	Variance	% of Budget
REVENUES				
State Appropriations:				
General Fund (Direct)	327,123,141	327,123,141	_	100.0%
Statutory Dedications:				
SELF	15,645,267	15,605,105	(40,162)	99.7%
Higher Education Initiatives Fund	=	-	-	
Calcasieu Parish Fund	2,214,608	2,036,393	(178,215)	92.0%
Total State Appropriations	344,983,016	344,764,639	(218,377)	99.9%
Interagency Transfers	259,923	224,000	(35,923)	86.2%
Self-Generaged Revenues:				
Student Fees:	522 577 600	525 471 222	1 902 622	100 40/
General Registration Fees* Non-Resident Fees	533,577,600	535,471,222	1,893,622	100.4%
Total Student Fees	21,925,007 555,502,607	22,371,152 557,842,374	2,339,767	102.0%
Total Student Fees	333,302,007	337,042,374	2,339,707	100.470
Other Sources:				
Educational Activities/State Grants	2,540,384	2,578,182	37,798	101.5%
Other Revenues	65,340,001	43,409,937	(21,930,064)	66.4%
Total Other Self-Generated Revenues	67,880,385	45,988,119	(21,892,266)	67.7%
Total Self-Generated Revenues	623,382,992	603,830,493	(19,552,499)	96.9%
Total Revenues	968,625,931	948,819,132	(19,806,799)	98.0%
* General Registration Fees:				
Tuition	382,375,338			
Fees	153,095,884			
Total	535,471,222			
:				

University of Louisiana System Summary of Operating Budget vs Actual For the Fiscal Year Ended June 30, 2024

	Available Budget	Actual	Variance	% of Budget
	Duuget	Actual	variance	or Buuget
EXPENSES BY FUNCTION				
Primary Functions:				
Instruction	388,347,915	380,917,938	(7,429,977)	98.1%
Research	73,705,027	63,581,751	(10,123,276)	86.3%
Public Service	2,558,492	2,519,561	(38,931)	98.5%
Academic Support	85,405,759	83,573,708	(1,832,051)	97.9%
Total Primary Functions	550,017,193	530,592,958	(19,424,235)	96.5%
Support Functions:				
Student Services	51,999,627	51,281,454	(718,173)	98.6%
Institutional Support	132,921,494	134,541,574	1,620,080	101.2%
Scholarships and Fellowships	108,926,684	110,133,123	1,206,439	101.1%
Operations and Maintenance of Plant	93,847,457	94,526,808	679,351	100.7%
Total Support Functions	387,695,262	390,482,959	2,787,697	100.7%
Total Educational and General Expenses	937,712,455	921,075,917	(16,636,538)	98.2%
Other and Mandatory				
Athletics	21,283,900	19,653,977	(1,629,923)	92.3%
Other	9,629,576	8,089,238	(1,540,338)	84.0%
Total Expenses and Transfers	968,625,931	948,819,132	(19,806,799)	98.0%
Surplus (Deficit)	<u> </u>	<u> </u>		

University of Louisiana System Summary of Operating Budget vs Actual For the Fiscal Year Ended June 30, 2024

	Available Budget	Actual	Variance	% of Budget
EXPENSES BY OBJECT				
Personal Services:				
Salaries	455,158,839	452,829,335	(2,329,504)	99.5%
Other Compensation	14,714,710	14,109,486	(605,224)	95.9%
Related Benefits	198,877,299	195,786,955	(3,090,344)	98.4%
Total Personal Services	668,750,848	662,725,776	(6,025,072)	99.1%
Operating Expenses:				
Travel	2,494,968	2,548,876	53,908	102.2%
Operating Services	89,538,509	77,309,745	(12,228,764)	86.3%
Supplies	10,200,877	9,927,263	(273,614)	97.3%
Total Operating Expenses	102,234,354	89,785,884	(12,448,470)	87.8%
Other Support:				
Professional Services	7,641,308	7,764,563	123,255	101.6%
Other Charges/Interagency	181,292,250	180,019,267	(1,272,983)	99.3%
General Acquisitions	4,868,031	4,663,736	(204,295)	95.8%
Library Acquisitions	3,839,140	3,859,906	20,766	100.5%
Total Other Support	197,640,729	196,307,472	(1,333,257)	99.3%
Total Expenses	968,625,931	948,819,132	(19,806,799)	98.0%
Surplus (Deficit)				

University of Louisiana System Operating Fund - PY to CY Comparison

Hierol	Vaar	Ended:	

	2023 2024		Change	%
REVENUES				
State Appropriations:				
General Fund (Direct)	266,561,354	327,123,141	60,561,787	23%
Statutory Dedications:			-	
SELF	17,385,359	15,605,105	(1,780,254)	-10%
Higher Education Initiatives Fund	-	-	-	100%
Calcasieu Parish Fund	2,655,105	2,036,393	(618,712)	-23%
Total State Appropriations	286,601,818	344,764,639	58,162,821	20%
Federal Appropriations				
Interagency Transfers	224,000	224,000	-	0%
Self-Generaged Revenues:			-	
Student Fees			-	
General Registration Fees	518,168,221	535,471,222	17,303,001	3%
Non-Resident Fees	21,233,811	22,371,152	1,137,341	5%
Total Student Fees	539,402,032	557,842,374	18,440,342	3%
Other Sources:				
Educational Activities/State Grants	2,635,347	2,578,182	(57,165)	-2%
Other Revenues	68,629,864	43,409,937	(25,219,927)	-37%
Total Other Self-Generated Revenues	71,265,211	45,988,119 (25,277,09		-35%
Total Self-Generated Revenues	610,667,243	603,830,493	(6,836,750)	-1%
Total Revenues	897,493,061	948,819,132	51,326,071	6%

EXPENSES BY FUNCTION				
Primary Functions:	200.044.755	200 017 020	72 102	00/
Instruction	380,844,755	380,917,938	73,183	0%
Research	40,200,232	63,581,751	23,381,519	58%
Public Service	2,358,771	2,519,561	160,790	7%
Academic Support	79,409,523	83,573,708	4,164,185	5%
Total Primary Functions	502,813,281	530,592,958	27,779,677	6%
Support Functions:				
Student Services	51,335,316	51,281,454	(53,862)	0%
Institutional Support	129,621,993	134,541,574	4,919,581	4%
Scholarships and Fellowships	100,602,203	110,133,123	9,530,920	9%
Operations and Maintenance of Plant	85,212,764	94,526,808	9,314,044	11%
Total Support Functions	366,772,276	390,482,959	23,710,683	6%
Total Educational and General Expenses	869,585,557	921,075,917	51,490,360	6%
Other and Mandatory				
Athletics	21,497,305	19,653,977	(1,843,328)	-9%
Other	6,410,199	8,089,238	1,679,039	26%
Total Expenses and Transfers	897,493,061	948,819,132	51,326,071	6%
Surplus (Deficit)	<u> </u>	<u> </u>		
EXPENSES BY OBJECT				
Personal Services:				
Salaries	445,287,240	452,829,335	7,542,095	2%
Other Compensation	14,106,927	14,109,486	2,559	0%
Related Benefits	192,426,586	195,786,955	3,360,369	2%
Total Personal Services	651,820,753	662,725,776	10,905,023	2%
Operating Expenses:				
Travel	2,866,411	2,548,876	(317,535)	-11%
Operating Services	73,964,410	77,309,745	3,345,335	5%
Supplies	9,735,776	9,927,263	191,487	2%
Total Operating Expenses	86,566,597	89,785,884	3,219,287	4%
_			-, -, -, -, -, -, -, -, -, -, -, -, -, -	
Other Support:				
Professional Services	6,481,718	7,764,563	1,282,845	20%
Other Charges/Interagency	144,350,948	180,019,267	35,668,319	25%
General Acquisitions	4,585,531	4,663,736	78,205	2%
Library Acquisitions	3,687,514	3,859,906	172,392	5%
Total Other Support	159,105,711	196,307,472	37,201,761	23%
Total Expenses	897,493,061	948,819,132	51,326,071	6%
Surplus (Deficit)			-	0%

AUXILIARY AND ATHLETICS OPERATIONS

The following are Auxiliary and Athletics revenues, expenses, and changes in funds balances for the year ended June 30, 2024

REVENUES Revenues received through June 30, 2024	Athletics 57,266,842	Auxiliaries 199,971,267	Total 257,238,109
EXPENSES Expenses through June 30, 2024	150,495,465	155,022,805	305,518,270
NET TRANSFERS-OUT	51,827,442	(50,321,107)	1,506,335
EXCESS (Deficiency) OF REVENUES			
AND TRANSFERS-IN OVER EXPENSES	(41,401,181)	(5,372,645)	(46,773,826)
BEGINNING FUND BALANCE	(65,113,896)	89,032,925	23,919,029
ENDING FUND BALANCE	(106,515,077)	83,660,280	(22,854,797)

UNIVERSITY OF LOUISIANA SYSTEM AUXILIARY OPERATIONS THROUGH JUNE 30, 2024

	Beginning	Year to Date	Year to Date	Mandatory and Non-Mandatory	Current Change in	Projected Ending Fund
	Fund Balance	Revenues	Expenses	Transfers (net)	Fund Balance	Balance
Grambling State University	_		1	\		
Athletics	(12,759,967)	5,279,539	13,327,613	6,609,170	(1,438,904)	(14,198,871)
Auxiliaries	42,296,345	24,360,984	21,438,193	(3,280,672)	(357,881)	41,938,464
Total	29,536,378	29,640,523	34,765,806	3,328,498	(1,796,785)	27,739,593
10441	27,550,570	27,040,323	34,703,000	3,320,470	(1,750,765)	21,137,373
Louisiana Tech University						
Athletics	(3,919,963)	7,986,048	23,521,169	4,939,640	(10,595,481)	(14,515,444)
Auxiliaries	1,877,701	51,223,271	36,841,780	(13,569,600)	811,891	2,689,592
Total	(2,042,262)	59,209,319	60,362,949	(8,629,960)	(9,783,590)	(11,825,852)
McNeese State University						
Athletics	(1,583,259)	5,936,400	13,737,164	6,133,012	(1,667,752)	(3,251,011)
Auxiliaries	13,144,265	3,792,722	4,132,306	(5,000,000)	(5,339,584)	7,804,681
Total	11,561,006	9,729,122	17,869,470	1,133,012	(7,007,336)	4,553,670
Nicholls State University						
Athletics	(3,992,354)	5,844,216	8,876,761	1,829,968	(1,202,577)	(5,194,931)
Auxiliaries	4,615,912	17,903,189	9,098,826	(7,124,398)	1,679,965	6,295,877
Total	623,558	23,747,405	17,975,587	(5,294,430)	477,388	1,100,946
Northwestern State University						
Athletics	(875,876)	3,027,978	9,938,563	4,609,412	(2,301,173)	(3,177,049)
Auxiliaries	14,436,986	6,386,126	7,387,480	4,007,412	(1,001,354)	13,435,632
Total	13,561,110	9,414,104	17,326,043	4,609,412	(3,302,527)	10,258,583
				, ,		
Southeastern Louisiana University						
Athletics	(2,812,899)	6,535,995	13,060,892	4,109,804	(2,415,093)	(5,227,992)
Auxiliaries	5,768,468	24,480,946	21,196,536	(4,450,424)	(1,166,014)	4,602,454
Total	2,955,569	31,016,941	34,257,428	(340,620)	(3,581,107)	(625,538)
University of Louisiana at Lafayette						
Athletics	(23,262,581)	10,813,543	39,772,656	16,276,079	(12,683,034)	(35,945,615)
Auxiliaries	628,297	48,052,050	35,688,621	(12,975,931)	(612,502)	15,795
Total	(22,634,284)	58,865,593	75,461,277	3,300,148	(13,295,536)	(35,929,820)
University of Louisiana at Monroe						
Athletics	(9,986,767)	8,339,602	20,236,563	7,320,357	(4,576,604)	(14,563,371)
Auxiliaries	48,557	7,842,655	4,247,274	(2,522,258)	1,073,123	1,121,680
Total	(9,938,210)	16,182,257	24,483,837	4,798,099	(3,503,481)	(13,441,691)
University of New Orleans						
Athletics	(5,920,230)	3,503,521	8,024,084		(4,520,563)	(10,440,793)
Auxiliaries	6,216,394	15,929,324	14,991,789	(1,397,824)	(460,289)	5,756,105
Total	296,164	19,432,845	23,015,873	(1,397,824)	(4,980,852)	(4,684,688)
University of Louisiana System						
Athletics	(65,113,896)	57,266,842	150,495,465	51,827,442	(41,401,181)	(106,515,077)
Auxiliaries	89,032,925	199,971,267	155,022,805	(50,321,107)	(5,372,645)	83,660,280
Total	23,919,029	257,238,109	305,518,270	1,506,335	(46,773,826)	(22,854,797)

ATHLETIC DEFICITS

Athletic Deficits

The following table presents the current year athletic deficits for FY23 and FY24:

	FY23	FY24		
	Current Year (Deficit)	Current Year (Deficit)		
Grambling	2,656,544	(1,438,904)		
Tech	(3,936,379)	(10,595,481)		
McNeese	53,981	(1,667,752)		
Nicholls	(2,187,082)	(1,202,577)		
NSU	(975,775)	(2,301,173)		
Southeastern	(1,311,404)	(2,415,093)		
UL Lafayette	(8,243,595)	(12,683,034)		
UL Monroe	(2,124,718)	(4,576,604)		
UNO	(971,612)	(4,520,563)		
Total	(17,040,040)	(41,401,181)		

UNIVERSITY OF LOUISIANA SYSTEM

Financial Report on Specified Restricted Funds

Fiscal Year 2023-2024

ULS Combined

Year-to-Date as of: June 30, 2024

					Academic					
	Building Use	Building Use	Vehicle	Student	Enhancement	Performance	Debt/Bond	Energy	Repair and	
	Fee	Fee Act 426	Registration Fee	Technology Fee	Fee	Initiatives	Reserves	Surcharge	Replacement	Mineral Lease
Receipts:										
Interest Income	\$108,130	\$47,236	\$122,973	\$163,977	\$42,802	\$5,393	\$118,958	\$192,367	\$414,143	\$612,478
Student fees	2,262,674	6,164,953	1,142,187	9,444,225	3,235,454	0	1,128,518	16,733,221	0	0
Parking fines	0	0	20,973	0	0	0	0	0	0	0
Parking fees	0	0	926,684	0	0	0	0	0	0	0
Transfer from Aux.	0	0	82,840	0	0	0	0	0	533,698	0
Transfer from Reserve	0	0	0	0	1,365	0	0	0	0	0
Sales & services	0	0	0	0	0	0	0	0	0	0
Other sources	31,466	24,124	65,977	3,518	103,681	0	8,763	135	1,347,892	6,427,057
Total Receipts	2,402,270	6,236,313	2,361,634	9,611,720	3,383,302	5,393	1,256,239	16,925,723	2,295,733	7,039,535
Disbursements:										
Personal services	0	707,585	677,020	1,203,915	312,296	0	0	0	0	0
Operating expenses	1,950,503	3,550,869	742,443	4,031,308	2,072,161	0	1,569,414	13,946,823	203,352	145,728
Bond interest	0	0	0	0	0	0	0	0	0	0
Bond principal	0	0	0	0	0	0	0	0	0	0
Mgmt fees/other services	37,612	118,078	1,522	960,836	603,143	0	3,479	0	15,709	1,602,473
Repairs/Equip/Improve	851,164	3,107,032	578,122	1,793,469	45,736	0	0	0	2,949,373	336,184
Educational supplies/equip	66,353	184,553	95,988	4,511,666	1,156,890	0	0	0	4,191	0
Miscellaneous	0	0	23,840	1,164	27,052	0	10,244	0	37,782	13,406
Transfer to debt service	0	0	503,382	0	0	0	0	0	0	0
Total Disbursements	2,905,632	7,668,117	2,622,317	12,502,358	4,217,278	0	1,583,137	13,946,823	3,210,407	2,097,791
Surplus(deficit)	(503,362)	(1,431,804)	(260,683)	(2,890,638)	(833,976)	5,393	(326,898)	2,978,900	(914,674)	4,941,744
Beginning Fund Balance	5,900,326	8,575,799	3,487,748	13,349,020	7,081,451	112,247	4,408,018	3,234,762	8,033,913	16,546,992
Ending Fund Balance	\$5,396,964	\$7,143,995	\$3,227,065	\$10,458,382	\$6,247,475	\$117,640	\$4,081,120	\$6,213,662	\$7,119,239	\$21,488,736