AGENDA
JOINT ACADEMIC AND STUDENT AFFAIRS
AND FINANCE COMMITTEE
*3:00 p.m., Monday, April 29, 2013**
Room 1-153, “Iowa Room”
Claiborne Building Conference Center
1201 North Third Street
Baton Rouge, Louisiana

MEMBERS:

Academic and Student Affairs
Mr. Andre Coudrain, Chair
Dr. Kelly Faircloth, Vice Chair
Mr. John Condos
Mr. William Dearmon
Mr. David Guidry
Mr. Jimmie “Beau” Martin, Jr.

Finance
Mr. Edward Crawford III, Chair
Mr. Robert Shreve, Vice Chair
Mr. Andre Coudrain
Mr. John LeTard
Mr. Jimmie “Beau” Martin, Jr.
Mr. Gary Solomon

A. Call to Order

B. Roll Call

C. Consideration of items from the Board Agenda:

Board Agenda Item E.1.
Louisiana Tech University

Louisiana Tech University’s request for approval of a Post-Baccalaureate Certificate in Business Foundations.

* Or immediately following previous Committee meeting
** Executive Session, pursuant to R.S. 42:6.1, may be required.
Persons wishing to make public comment should fill out a Public Comment Card.
Board Agenda Item E.2.
McNeese State University

McNeese State University’s request for approval to award an Honorary Doctor of Humane Letters degree to Mr. Joseph T. Miller, Sr.

Board Agenda Item E.3.
McNeese State University

McNeese State University’s request for approval to offer a Graduate Certificate Program in Business Administration.

Board Agenda Item E.4.
McNeese State University

McNeese State University’s request for approval to offer a Graduate Certificate Program in Academically Gifted Education.

Board Agenda Item E.5.
McNeese State University

McNeese State University’s request for approval to offer a Graduate Certificate Program in Immersion Education.

Board Agenda Item E.6.
Nicholls State University

Nicholls State University’s request for approval to terminate the Master of Arts in Teaching degree program (Elementary Education and Special Education Mild/Moderate Grades 1-5).

Board Agenda Item E.7.
Nicholls State University

Nicholls State University’s request for approval to terminate the Master of Arts in Teaching degree program (Middle School Education and Special Education Mild/Moderate Grades 4-8).

Board Agenda Item E.8.
Nicholls State University

Nicholls State University’s request for approval to terminate the Master of Arts in Teaching degree program (Secondary Education and Special Education Mild/Moderate Grades 6-12).
Board Agenda Item E.9.
Southeastern Louisiana University

Southeastern Louisiana University’s request for approval of Vision 2017 Strategic Plan.

Board Agenda Item E.10.
University of Louisiana System

University of Louisiana System’s update of the 2012-13 Board of Regents Enhanced Academic Program Review.

Board Agenda Item E.11.
Northwestern State University

Northwestern State University’s request for approval of a Renewal Agreement for Bookstore Services with Barnes & Noble College Booksellers, LLC.

Board Agenda Item E.12.
Southeastern Louisiana University

Southeastern Louisiana University’s request for approval of a revised Affiliation Agreement with University Facilities, Inc.

Board Agenda Item E.13.
University of Louisiana at Monroe

University of Louisiana at Monroe’s request for approval to change the following approved Endowed Professorships to Endowed First Generation Scholarships:

a) James E. Cofer, Sr. Endowed First Generation Scholarship
b) Deborah J. Cofer Endowed First Generation Scholarship

Board Agenda Item E.14.
University of New Orleans

University of New Orleans’ request for approval of a Lease Agreement with Follett Higher Education Group, Inc. for the operation of the University Bookstore.

Board Agenda Item E.15.
University of Louisiana System

University of Louisiana System’s recommendation to approve Campus Housing and Meal Plan Rates, Auxiliary Rates, Energy Surcharge, and Non-Governmental Charges for Academic Year 2013-2014.
E. Other Business

F. Adjournment
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

JOINT ACADEMIC AND STUDENT AFFAIRS
AND FINANCE COMMITTEE

April 30, 2013

Item E.1. Louisiana Tech University’s request for approval of a Post-Baccalaureate Certificate in Business Foundations.

EXECUTIVE SUMMARY

Louisiana Tech University is proposing to offer a Post-Baccalaureate Certificate (PBC) in Business Foundations. This online, self-paced program is designed to help students develop a basis for master’s level education in business and/or to improve workplace skills. Students can choose four of six courses which will provide them with a broad understanding of accounting, economics, finance, marketing, management, and information systems.

The proposed 12-semester hour certificate program will aid those in the labor force who are interested in advancing their careers in the business industry. The certificate will serve those who wish to acquire fundamental business knowledge and should be especially attractive to those with degrees in the Science, Technology, Engineering and Math (STEM) fields, as well as in liberal arts. The successful completion of this certificate will lead to a workforce better prepared to meet contemporary business challenges.

The proposed certificate program or a similar program has not been offered at Louisiana Tech University. Within the state, only one similar certificate, an Applied Business Post-Baccalaureate Certificate, is being offered at Tulane University. The proposed program will be accessible and economical for individuals throughout Louisiana. The PBC will benefit the growth of small business and commerce in the state. Additionally, national media indicate the need for an increase of business education in all university disciplines.

It is expected that the proposed certificate program will draw students who wish to pursue the Masters in Business Administration program at Louisiana Tech University who do not hold undergraduate degrees in business as well as undergraduate students at the University in areas outside of business who want a foundation in business that can be recorded on a resume. The PBC will attract business professionals throughout the state as it is a 100% online program. The University projects that enrollment will grow from 10 students in the inaugural year to 40 students in the fifth year. As well, it is projected that there will be eight completers in the first year and 30 completers by year five.
The approval of the proposed program will not impact any other programs and entities at the University. The PBC will be housed in the College of Business and administered by the Assistant Dean of Undergraduate Programs. Because the program will be composed of courses that are currently offered, no new faculty lines will be required for this initiative. As well, existing facilities and library holdings are adequate. Thus, no additional funds will be required to implement the proposed certificate program.

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 Louisiana Tech University’s request for approval of a Post-Baccalaureate Certificate in Business Foundations.
March 13, 2013

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Louisiana Tech University is pleased to submit this Letter of Intent for a new Post-Baccalaureate Certificate in Business Foundations (CIP 52.0101) to be housed in the College of Business.

This new Certificate in Business Foundations is designed to allow a non-business student or employed individual to develop a basis for master’s level education in business or to improve his/her skills in the workplace. The six courses (of which four may be chosen) in the certificate give students a broad understanding of accounting, economics, finance, marketing, management, and information systems. The structure of the offerings allows students the flexibility to select the areas that most suit their needs for practice. All courses are offered online and are self-paced.

Students who complete the program successfully will receive a “Post-Baccalaureate Certificate in Business Foundations,” with the notation entered on their certificate transcript. These courses are not offered as part of an undergraduate degree program, but they will provide basic business knowledge to individuals in the labor force who wish to acquire fundamental business knowledge to advance their business careers or students who are pursuing or have completed an undergraduate degree outside of the College of Business to prepare them for future pursuit of a Master’s of Business Administration. The certificate should be especially attractive to individuals with degrees in the STEM fields, as well as in Liberal Arts.

This certificate program is essential to furthering innovative interdisciplinary initiatives as part of Louisiana Tech University’s mission. The continued emphasis on economic development driven by technological and scientific advances in the STEM fields will yield a large number of STEM graduates with business and economic development aspirations.

The College of Business at Louisiana Tech University has an exceptionally qualified faculty to offer this important certificate program. We feel that the certificate program should be considered at this time as we deem it essential to workforce development and interdisciplinary career preparation for our students and workforce partners. We anticipate no additional costs to providing the certificate coursework and resources to support the program.

Your consideration of the Letter of Intent for a Post-Baccalaureate Certificate in Business Foundations is appreciated.

Sincerely,

Daniel D. Reneau
President
LETTER OF INTENT to DEVELOP a NEW ACADEMIC PROGRAM [Sept 2011]

General Information

<table>
<thead>
<tr>
<th>Campus: Louisiana Tech University</th>
<th>Program: Title, CIP, Degree/Certificate Awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Certificate in Business Foundations; CIP: 52.0101</td>
</tr>
<tr>
<td></td>
<td>Business/Commerce, General; Post-Baccalaureate Certificate</td>
</tr>
</tbody>
</table>

Institutional Contact Person & Access Info (if clarification is needed): Dean James Lumpkin, College of Business, jlumpkin@latech.edu, 318-257-4526

Date:

1. Program Objectives and Content

Describe the program concept: purpose and objectives; basic structure and components/concentrations; etc.

The Certificate in Business Foundations consists of four online courses that provide the fundamental concepts in various business disciplines. The courses (listed below) are not offered as a part of an undergraduate degree program, but are courses that can be used to meet prerequisites for the Masters of Business Administration program at Louisiana Tech University.

**Required Courses:**

Choose four of the following courses for a total of 12 hours:

- ACCT 494: Foundations of Accounting (3 credit hours)
- CIS 494: Foundations in Information Systems (3 credit hours)
- ECON 494: Foundations of Microeconomics (3 credit hours)
- FINC 494: Foundations of Finance (3 credit hours)
- MGMT 494: Foundations of Management (3 credit hours)
- MKTG 494: Foundations of Marketing (3 credit hours)

2. Need

Outline how this program is deemed essential for the wellbeing of the state, region, or academy (e.g., accreditation, contribution to economic development; related to current or evolving needs within state or region). Cite data to support need: employment projections; supply/ demand data appropriate to the discipline and degree level, etc.

While basic business knowledge is essential across industries and career fields, many in the labor force lack business training that would aid in advancing their business or career. This certificate will serve those who wish to acquire fundamental business knowledge but do not wish to or cannot pursue a second bachelors degree. The certificate should be especially attractive to those with degrees in the STEM fields, as well as in liberal arts. The successful completion of this certificate by Louisianans will lead to a Louisiana workforce better prepared to meet contemporary business challenges.

3. Relevance

Explain why this program is an institutional priority at this time. How will it (a) further the mission of the institution and (b) increase the educational attainment of the state’s adult population or foster innovation through research.

This certificate program is essential to furthering innovative interdisciplinary initiatives at Louisiana Tech University. The continued emphasis on economic development driven by technological and scientific advances in the STEM fields is likely to continue to yield a large number of STEM graduates with business and economic development aspirations. Furthermore, growth of technology and related industries in the region will likely be associated with a substantial adult labor force in need of formal business training. The certificate program will be attractive to the adult population as these online courses have the flexibility to fit into the schedules of working adults.

4. Students

Summarize student interest/demand for the proposed program.

Students who are pursuing an undergraduate degree outside of the College of Business can obtain this certificate to prepare themselves for future pursuit of a Masters in Business Administration degree. Students completing this certificate need only take one additional course to complete the foundation (prerequisite) courses of the MBA. The certificate may also provide non-business undergraduates with an introduction to business concepts that can be recorded on a resume or job application.
5. Cost

Estimate costs for the projected program for the first five years. Indicate amounts to be adsorbed out of current sources of revenue and needs for additional appropriations (if any). Commit to provide adequate funding to initiate and sustain the program.

The additional costs for this program are negligible. All of these courses are already offered as a part of the regular schedule of courses by the College of Business, and all faculty teaching these courses are compensated only in proportion to course enrollment. The work required to track which students have earned certificates and to print and distribute certificates can be accomplished by existing staff.

CERTIFICATION:

[Signatures and dates]

Chief Academic Officer

Chancellor/President

Management Board
Proposal for a Post-Baccalaureate Certificate in Business Foundations
Louisiana Tech University

Part 1: Description

A. Title, degree/certificate level, description, and objectives of the proposed program.

The Post-Baccalaureate Certificate in Business Foundations is designed to allow a non-business student or employed individual to develop a basis for masters level education in business or improve their skills in business positions. The six courses (of which four may be chosen) in the certificate give students a broad understanding of accounting, economics, finance, marketing, management and information systems. Students may choose the four (or more) areas that most suit their needs for practice or fill in gaps in their undergraduate education.

Students who complete the program successfully will receive a Post-Baccalaureate Certificate in Business Foundations. After completion, the notation “Post-Baccalaureate Certificate in Business Foundations [date]” will be entered on the student’s certificate transcript.

This Certificate can benefit individuals who hold undergraduate degrees in fields outside of business (e.g., engineering, liberal arts) who desire a stronger understanding of business concepts and practices without pursuing a complete additional undergraduate or graduate degree. For the practicing business person, the Certificate may give them an updated understanding of the concepts in these areas.

The initial course offerings will be conducted via self-paced online courses. The certificate will require the completion of 12 semester hours of post-baccalaureate coursework. The coursework will be offered through the Accounting, Economics and Finance, Management and Information Systems, and Marketing and Analysis Departments in the College of Business.

B. List and describe the program curriculum, in sequence term by term. Indicate new courses with an asterisk (*). Include any special requirements (internship comprehensive examination, thesis, dissertation, etc.

The Post Baccalaureate Certificate in Business Foundation requires 12 hours of coursework. Students may choose any four of the six courses listed below.

<table>
<thead>
<tr>
<th>Course</th>
<th>Name</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACCT 494</td>
<td>Foundations in Accounting</td>
<td>Self-paced foundation course designed to provide working knowledge of accounting sufficient to enable student to be successful with core MBA classes.</td>
</tr>
<tr>
<td>CIS 494</td>
<td>Foundations in Information Systems</td>
<td>Self-paced foundation course designed to provide working knowledge of information systems sufficient to enable student to be successful with core MBA classes.</td>
</tr>
<tr>
<td>ECON</td>
<td>Foundations in</td>
<td>Self-paced foundation course designed to provide working</td>
</tr>
<tr>
<td>Course</td>
<td>Subject</td>
<td>Description</td>
</tr>
<tr>
<td>--------</td>
<td>---------</td>
<td>-------------</td>
</tr>
<tr>
<td>494</td>
<td>Economics</td>
<td>Knowledge of economics sufficient to enable student to be successful with core MBA classes.</td>
</tr>
<tr>
<td>FINC 494</td>
<td>Foundations in Finance</td>
<td>Self-paced foundation course designed to provide working knowledge of finance sufficient to enable student to be successful with core MBA classes.</td>
</tr>
<tr>
<td>MGMT 494</td>
<td>Foundations in Management</td>
<td>Self-paced foundation course designed to provide working knowledge of management sufficient to enable student to be successful with core MBA classes.</td>
</tr>
<tr>
<td>MKTG 494</td>
<td>Foundations in Marketing</td>
<td>Self-paced foundation course designed to provide working knowledge of marketing sufficient to enable student to be successful with core MBA classes.</td>
</tr>
</tbody>
</table>

There is no required sequence to these courses, and they may be taken concurrently. Each course is offered every quarter (Fall, Winter, Spring, Summer), so students can complete the Certificate in as little as one quarter.

None of these courses are new; all are currently offered each quarter.

No special requirements exist for this Certificate.

C. Describe how the proposed program will be offered, e.g., traditionally, online, via interactive video, hybrid, etc. Discuss possibilities for a cooperative program, cross-enrollment options, or other manners of sharing/ extending resources and access.

All courses are offered online and are self-paced. Students may contact the professor for assistance at any time, but there are no regular classroom meeting.

Because this is a Post-Baccalaureate Certificate, these courses are available to any person who meets the admissions requirements to Louisiana Tech University. Additionally, because it is completely online, it is available to students in any location.

D. Furnish documentation of the approval of the proposed program by the institutions Governing Board.

The University is requesting that the Board of Supervisors and Board of Regents consider this submission as both the Letter of Intent and Proposal for the Post Baccalaureate Certificate in Business Foundations. We request permission to offer the certificate program effective Fall 2013.

Part 2: Need

A. Describe how the proposed program fits within the institution’s existing role, scope, and mission.
Louisiana Tech University is committed to economic and workforce development in the region and state. This program will complement current and future efforts of the university as it relates to these initiatives. Furthermore, the proposed program matches the university mission at a fundamental level. The university mission emphasizes the encouragement of lifelong learning, and a commitment to enhance “the quality of life and economic development of the region, state, and nation.” This certificate program is entirely consistent with the university mission in this regard.

B. Has the proposed program, or a similar one, been offered at the institution previously? (If the answer to this question is yes, give reasons for the termination of the earlier program.)

The proposed program or a similar program has not been offered at Louisiana Tech University.

C. List similar programs offered at other institutions (public and private) in Louisiana. If a graduate program is requested, indicate similar programs in neighboring states.

There is one similar program offered at a private institution. Tulane University, though their School of Continuing Studies, offers an Applied Business Post-Baccalaureate Certificate. No other institution offers a certificate in business foundations, although three schools offer more specific business certificates. For instance, the University of Louisiana-Monroe (public) has a Post Baccalaureate Certificate in Accounting; Tulane University (private) has several post baccalaureate computer information system certificates; and Louisiana State University (public) offers multiple specific certificates (e.g., Management & Leadership, Business Project Management) through their Continuing Education program.

D. If similar programs exist in Louisiana, why is an additional program needed? Indicate manpower needs, including interest on the part of industry, academia, governmental agencies, or other institutions.

1. There is only one similar program in Louisiana, and it is offered at a private institution in the southern part of the state and is unlikely to serve north Louisiana.

E. If a graduate program is requested, indicate: i, ii, iii...

Not applicable.

F. If this program is approved, will its approval result in the termination or phasing out of existing programs? That is, could this program be considered a replacement program?

Program approval will not result in the termination or phasing out of any other program.
G. Describe how the proposed program will further the mission of the institution and support initiatives identified in the Board of Regents Master Plan for Public Postsecondary Education in Louisiana: 2011.

The proposed program will further the mission of the institution by encouraging lifelong learning, and by enhancing “the quality of life and economic development of the region, state, and nation.” The proposed program also supports the Board of Regents Master Plan for Public Post-Secondary Education in Louisiana: 2011 as it relates to Objective 1.6 “Increase the rate and number of students earning a post-secondary credential” and Objective 1.7 “Develop a skilled workforce to support an expanding economy.”

Part 3: Students

A. Project the enrollment and estimate the number of graduates expected for the proposed program for the first five years by level of student and with a justification for the projections.

The number of students needing foundational coursework to begin the Masters in Business Administration program will initially drive the program. With advertisement of the Certificate on the Louisiana Tech University College of Business website and in media outlets in north Louisiana, it is estimated that enrollees will eventually average around 40 per year, with 8 completing the certificate program in the first year and 30 per year once the program matures. These numbers are considered to be conservative estimates, and could be significantly understated as word of this program spreads throughout the state.

<table>
<thead>
<tr>
<th>Year</th>
<th>Enrolled</th>
<th>Graduates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>8</td>
</tr>
<tr>
<td>2</td>
<td>20</td>
<td>15</td>
</tr>
<tr>
<td>3</td>
<td>30</td>
<td>23</td>
</tr>
<tr>
<td>4</td>
<td>40</td>
<td>30</td>
</tr>
<tr>
<td>5</td>
<td>40</td>
<td>30</td>
</tr>
</tbody>
</table>

B. Indicate the source of students from existing programs or students who might not otherwise be attracted to the institution.

Students attracted to the Post Baccalaureate Certificate in Business Foundations include (1) students who wish to pursue the Masters in Business Administration program at Louisiana Tech University who do not hold an undergraduate degree in business; (2) undergraduate students at Louisiana Tech University in areas outside of business who want a foundation in business that can be recorded on a resume; and (3) persons in the workforce who want instruction in business foundations. Because the program is completely online, students do not need to be located physically in north Louisiana to pursue the Certificate.
C. What preparation will be necessary for student to enter the program?

Each applicant to the Certificate Program must have a bachelor’s degree in any field and must meet requirements for admission as a post-baccalaureate student to Louisiana Tech University. No additional preparation will be necessary.

D. Provide enrollment data for closely related programs currently offered at the institution. If the proposed program is an expansion of an existing program, give the past four years' enrollments in existing programs by level, and number of degrees granted.

There are currently no post baccalaureate certificates offered in the College of Business, and this certificate is not an expansion of an existing program. The certificates offered in other areas at Louisiana Tech University (e.g., Technical Writing, Computer Literacy) are not similar enough to be considered “closely related.” Therefore, the best estimate of enrollment and completion in the current certificate is indicated in part 3A above.

E. If a graduate program is requested, indicate sources of financial support for students.

Not applicable.

Part 4: Faculty

A. List the present faculty members who will be most directly involved in the proposed program. Indicate for each faculty member: his/her name; date of appointment; present rank; degrees (by field) and the institutions granting them; present credits, contact hours, and student credit hours produced; and other assignments.
<table>
<thead>
<tr>
<th>Name</th>
<th>Date of Appt</th>
<th>Rank</th>
<th>Degrees</th>
<th>2011-12 Credit Hour Production</th>
</tr>
</thead>
</table>
| Selwyn Ellis    | 09-2003      | Associate Professor | D.B.A. (Information Systems) Louisiana Tech University  
M.B.A. (General) Mississippi College  
B.S. (Mathematics/Business Administration) Mississippi College | Fall: 144  
Winter: 92  
Spring: 72 |
| Andrea Drake    | 09-2007      | Associate Professor | Ph.D. (Accounting) Michigan State University  
B.A. (Economics) Michigan State University | Fall: 102  
Winter: 165  
Spring: 90 |
| John Francis    | 09-2006      | Associate Professor | Ph.D. (Economics) Michigan State University  
M.A. (Economics) Michigan State  
B.A. (Economics) University of Illinois | Fall: 81  
Winter: 78  
Spring: 114 |
| William McCumber| 09-2013      | Assistant Professor | Ph.D. (Finance) Univ. of Arkansas  
(Expected Spring 2013)  
M.S. Southern Methodist University  
B.S. University of Pennsylvania | Fall: n/a  
Winter: n/a  
Spring: n/a |
| Rebecca Bennett | 09-2004      | Professor           | Ph.D. (Organizational Behavior) Northwestern University  
M.S. (Organizational Behavior) Northwestern University  
B.A. (Psychology) Washington University | Fall: 296  
Winter: 44  
Spring: 236 |
| Barry Babin     | 07-2007      | Professor           | Ph.D. (Business Administration) Louisiana State University  
MBA (General) University of Central Florida  
BS (Engineering) Louisiana State University | Fall: 72  
Winter: 135  
Spring: n/a |

B. Calculate the present student-faculty ratio in the subject matter field or department in which the proposed program will be offered. The basis for this calculation should be full-time equivalent students and faculty and should be computed based on all students taught rather than the student majors or other related groupings.

This is an interdisciplinary program encompassing every department in the College of Business. The ratio of FTE Students/FTE Faculty for the College of Business in the Fall 2012 quarter was
C. Project the number of new faculty members needed to initiate the proposed program for each of the first five years. If the proposed program will be absorbed in whole or part by present faculty, explain how this will be done.

The existing faculty are able to teach the courses necessary to implement the Post Baccalaureate Certificate in Business Foundations. No new faculty will be needed.

D. Explain if recruiting new faculty members will require an unusual outlay of funds or unique techniques. For example, will a special chair of instruction be required to attract a nationally recognized person?

No additional hires or funding will be necessary.

E. Describe involvement of faculty, present and projected, in research, extension, and other activities and the relationship of these activities to the teaching load.

Involved faculty average teaching 18 semester hours per year, usually two courses per quarter. In addition, faculty are involved in research activities, doctoral student supervision, and community activities.

F. If a graduate program is requested, indicate...

Not applicable.

Part 5: Library and Other Special Resources

A. Are present library holdings in related fields adequate to initiate the proposed program?

Yes; the library has electronic access to journals in all of fields of business and provides adequate online resources for students pursuing an online Certificate.

B. Will the library holdings need to be expanded and improved to meet program needs of the program in the first five years? If so, what types will be needed? books, periodicals, reference books, primary source materials, etc.
As the library expands holdings to accommodate disciplines across business (Accounting, Economics, Finance, Information Systems, Management, and Marketing) at Louisiana Tech University, students of this program will also be served.

C. Do other institutions have library resources being used or available to faculty and students for the proposed program?

Students in the Post Baccalaureate Certificate in Business Foundations program may use Louisiana Tech University's electronic resources or they may use resources available in their local libraries. Students also have access to ABI Inform and Interlibrary Loan.

D. Indicate or estimate total expenditure for the last two completed fiscal years in library acquisitions for the subject matter fields or departments in which the proposed program will be offered, or which are related to it.

<table>
<thead>
<tr>
<th>Subject Area</th>
<th>Expenditures 2010/11</th>
<th>Expenditures 2011/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business</td>
<td>$119,877</td>
<td>$124,851</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>$119,877</td>
<td>$124,851</td>
</tr>
</tbody>
</table>

E. Project library expenditures needed for the first five years of the proposed program.

No library expenditures are needed.

F. What additional special resources, other than library holdings, will be needed?

None required

G. If a graduate program is requested, indicate:

Not applicable.

Part 6: Facilities and Equipment

A. Describe existing facilities (classrooms, laboratories, offices, etc.) available for the proposed program.
The Post Baccalaureate Certificate in Business Foundations courses are all offered online. Therefore, no classroom or laboratory facilities are needed for courses. Current faculty will offer these courses, so no additional office space is needed.

B. Describe present utilization of these facilities where facilities are assigned to the department.
Not applicable; no facilities needed.

C. Indicate the need for new facilities, such as special buildings, laboratories, minor construction, remodeling, and fixed equipment. If special facilities and equipment will be needed, estimate cost and indicate proposed sources for financing.
No additional facilities are needed for implementation of this program.

Part 7: Administration

A. In what department, division, school, college or other designation will the proposed program be administered? Explain if the program is interdisciplinary and/or interdepartmental.
The proposed program will be interdisciplinary in nature. The Assistant Dean of Undergraduate Programs in the College of Business will have the administrative responsibility for the program. The program will be guided by the College of Business Advisory Board. The advisory board will meet twice a year (as needed) to evaluate the progress of the program and address issues or needs.

B. Indicate if the proposed program will affect the present administrative structure of the institution.
The Post Baccalaureate Certificate in Business Foundations will not affect the present administrative structure of the institution.

C. Describe any special departmental strengths and/or weaknesses and how the proposed program will affect them.
Professors who designed these courses did so with the foundation for further study in the M.B.A. program in mind and with the understanding that the course was online and self-paced. Each course has been designed and administered by a faculty member who teaches multiple undergraduate and graduate courses in his/her area. Additionally, the faculty involved conduct research in their discipline. Therefore, each course has been created by an expert in the field who has previously taught online courses.
Part 8: Accreditation

A. Is the program eligible to be accredited? If so, give the name(s) of the accrediting agency(ies), requirements for accreditation, and how the criteria will be achieved.

This program is not eligible to be accredited.

B. Delineate the initial costs of accreditation and subsequent annual cost.

Not applicable.

C. If a doctoral program is requested, describe the use of consultants in developing the proposed program and include a copy of their report as an appendix to the proposal. The use of consultants to assist in the development of such proposal is highly recommended, if not imperative.

A doctoral program is not requested.

Part 9: Related Fields

A. Indicate subject matter fields at the institution which are related to, or will support, the proposed program.

The fields of Accounting, Economics, Finance, Information Systems, Management, and Marketing are all represented in the course offerings for the Certificate. Each of these areas is represented in the College of Business. No other subject matter areas at the university are needed to support or contribute to the courses in this Certificate.

B. Evaluate the supporting fields and indicate if they need improvement. If so, indicate the extent of improvement needed and cost.

No improvement needed.

Part 10: Costs

A. Estimate costs of the proposed program for the first four years. Indicate any amounts to be absorbed out of current sources of revenue and needs for additional appropriations (if any). Indicate if federal or other sources of funds are available. Are there prospects for increased income from students recruited specifically to this program who otherwise would not have enrolled?
There are no anticipated media or equipment costs for the program.

No additional budgeted funds will be needed to offer this program. Current Faculty and other resources will be utilized to support this program.

While this program will naturally attract individuals wishing to complete the foundation requirements for the MBA, it is also likely to lead some students to pursue an MBA who had not previously considered doing so. Should this program draw students into the MBA program, additional revenues will be generated.

B. Indicate departmental costs:

i. Show departmental operating expenditures for the last two completed fiscal years for departments involved in or related to the proposed program.

<table>
<thead>
<tr>
<th>Department</th>
<th>2010-2011</th>
<th>2011-2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$19,018</td>
<td>$19,018</td>
</tr>
<tr>
<td>Economics and Finance</td>
<td>$24,141</td>
<td>$24,141</td>
</tr>
<tr>
<td>Management and Information Systems</td>
<td>$29,811</td>
<td>$29,811</td>
</tr>
<tr>
<td>Marketing and Analysis</td>
<td>$21,815</td>
<td>$21,815</td>
</tr>
</tbody>
</table>

ii. How will the proposed program affect the allocation of these funds?

This program will not have any direct impact on the operating expenditures of the unit involved in this program.

C. Indicate if additional funds for research will be needed to support the proposed program.

No additional funds for research will be needed.

D. Provide estimates of additional cost on the attached form.

No additional costs are anticipated.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

JOINT ACADEMIC AND STUDENT AFFAIRS
AND FINANCE COMMITTEE

April 30, 2013

Item E.2. McNeese State University’s request for approval to award an Honorary Doctor of Humane Letters degree to Mr. Joseph T. Miller, Sr. at the Spring Commencement Exercises.

EXECUTIVE SUMMARY

McNeese State University wishes to recognize the contributions of Mr. Joseph T. Miller, Sr. by awarding him an Honorary Doctor of Humane Letters degree. Mr. Miller, a native and resident of Lake Charles, Louisiana and resident of Terrebonne Parish, graduated from Lake Charles High School. He attended Mississippi College and later Duke University.

Mr. Miller was a member of the United States Navy during WWII from 1944-1946. Over a lifetime of community service, he has served in the capacities of officer, trustee, and director on various boards and committees for the local community. Boards and committees include the F. Miller and Sons Construction Company, the Lake Charles Rotary Club, the McNeese State University Foundation Board of Directors, the Foreman-Reynaud Community Center, the City of Lake Charles Recreational Advisory Committee, and the First United Methodist Church. He has also served on various contractors’ boards, banks and community organizations. Currently, he works as a volunteer at Abraham’s Tent and a volunteer reader at the Head Start Program at J.D. Clifton Elementary School in Lake Charles.

Mr. Miller has received several awards in recognition of his many years of service to the community, which include the Distinguished Service Award by the McNeese State University Foundation, honorary membership with Beta Gamma Sigma at McNeese State University’s Burton College of Business, the Distinguished Citizen Award by Calcasieu Area Council Boy Scouts of America, and the Angel Award for Public Service with Area Youth by Blue Cross Blue Shield of Louisiana. He coached South Lake Charles Little League Baseball for 40 years and was Vice President of the Little League for 36 years.

Mr. Miller has served on the McNeese Foundation Board of Directors for a quarter of a century, and remains extremely active. Mr. Miller’s depth of understanding of healthy financial statements stems from serving as owner and manager of a multimillion dollar construction firm. His annual oversight in reviewing and advising on budget revenue and cost estimations has resulted in the McNeese Foundation consistently maintaining financials that are 100 percent in the black. Not only has Mr. Miller generously contributed to the University, he has been a strong advocate for annual contributions and during fundraising campaigns. His generosity includes multiple tribute gifts with his gift dedicated to the scholarship or professorship of the person honored or memorialized, versus allocating the monies to his own named fund. He has also participated in the naming opportunities available through the renovation of the Jack V. Doland Field House.
Executive Summary
April 30, 2013
Page 2 of 2

Mr. Miller’s commitment to give back to his community and dedication to the University permeates his career. McNeese State University seeks to award this honorary doctorate to Mr. Miller as a deserving individual for his outstanding contributions.

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 McNeese State University’s request to award an Honorary Doctor of Humane Letters degree to Mr. Joseph T. Miller, Sr. at the Spring Commencement Exercises.
April 2, 2013

Dr. Sandra K. Woodley, President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Woodley:

Enclosed are five (5) copies of McNeese State University’s request for approval to grant an Honorary Doctorate of Human Letters to Mr. Joseph T. Miller, Sr. Please place this item on the ULS Board agenda for consideration and approval at the April 30, 2013 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
March 21, 2012

Dr. Sandra K. Woodley, President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Woodley:

I request approval for McNeese State University to grant an Honorary Doctorate of Humane Letters to Mr. Joseph T. Miller, Sr.

Following is a summary of his accomplishments:

Born in 1926, Mr. Miller served in the U.S. Navy during WWII from 1944-1946. While serving in the Navy he attended Mississippi College and later Duke University. Over a lifetime of community service he has served as an officer, trustee, or director on a variety of boards and committees for the local community, which include the F. Miller and Sons Construction Company, the Lake Charles Rotary Club, the McNeese State University Foundation Board of Directors (where he served a two year term as President and has been the Chairman of the Budget Committee since 1989), the Foreman-Reynaud Community Center, the City of Lake Charles Recreational Advisory Committee, the First United Methodist Church, Lake Charles Associated General Contractors, the State Highway and Heavy Associated General Contractors of America, the Louisiana Council of Associated General Contractors, First National Bank, Lake Charles Memorial Hospital, the American Heart Association, Campfire USA, and United Way of Southwest Louisiana. He serves as a volunteer at Abraham’s Tent and a volunteer reader at the Head Start Program at J.D. Clifton Elementary School in Lake Charles, LA.

Mr. Miller has received several awards in recognition of his many years of service to the community, which include the Distinguished Service Award by the McNeese State University Foundation, honorary membership with Beta Gamma Sigma at McNeese State University’s Burton College of Business, the Distinguished Citizen Award by Calcasieu Area Council Boy Scouts of America, and the Angel Award for Public Service with Area Youth by Blue Cross Blue Shield of Louisiana. He coached South Lake Charles Little League Baseball for 40 years and was Vice President of the Little League for 36 years.

I have attached a more detailed résumé of his accomplishments for your review. I have also attached a letter to me from the Honorary Degree Nominating Committee, representing academic administration, faculty, and alumni support. Thank you for your approval of this request to honor him for his many contributions.

Sincerely,

[Signature]

Philip C. Williams
President
March 20, 2013

Dr. Philip Williams
President
McNeese State University
Lake Charles, LA 70609

RE: Nomination of Mr. Joseph T. Miller, Sr. for the Honorary Doctorate Degree

Dear Dr. Williams:

The Ad Hoc Committee on Honorary Degrees met on March 18, 2013 to consider the nomination of Mr. Joseph T. Miller, Sr. as a candidate for the Honorary Doctorate Degree. In thoroughly reviewing Mr. Miller's resume' and biography, the committee noted that Mr. Miller's life and works truly exemplified the mission and vision of McNeese State University. Furthermore, the committee voted by acclamation that based upon the sustained and magnanimous contributions of Mr. Joseph T. Miller, Sr. to McNeese State University and the greater Lake Charles Community that Mr. Miller be awarded the Honorary Doctorate Degree from McNeese State University.

Sincerely,

George Mead, Ph.D.
Committee Chairperson
Dean, College of Science
Dean, Dore' Graduate School

Michelle Haj-Broussard, Ph.D.
Committee Member
President of the Faculty Senate

Joyce Patterson, M.S.
Committee Member
Director of the Alumni Affairs
Joseph T. Miller, Sr.

Mr. Joseph Thomas Miller, Sr. was born in Lake Charles in 1926. He is the fifth child of eight children born to Franklin and Laura Chavanne Miller. While in the fourth grade at Central Elementary School, he met his future wife, Mary Joyce Sloan.

Mr. Miller graduated from Lake Charles High School in May of 1944. Shortly thereafter, he entered the U.S. Navy in July of 1944 in the V-12 Officer Training Program. As an Officer Trainee, he attended Mississippi College and later Duke University. Mr. Miller was discharged from the Navy in August of 1946.

In 1945, he married Mary Joyce, and together they had seven children. They now have 25 grandchildren and twelve great grandchildren.

Currently, he resides in Lake Charles Louisiana where he is a member of First United Methodist Church of Lake Charles where he serves on the church council.

Past Contributions:

- Member of First United Methodist Church of Lake Charles. Mr. Miller is currently serving on the Church Council. Previously he has served as Trustee of the church as well as the Board of Trustee and President of the Board.

- He served as President of F. Miller and Sons Construction Company from 1960 to 2006.

- He is a past member, Director and President of the Lake Charles Associated General Contractors.

- Served as President for the State Highway and Heavy Associated General Contractors of America.

- Served as a board member and President of Louisiana Council of Associated General Contractors.

- He was the Director of First National Bank of Lake Charles for 34 years.

- Served as a member of the Board of Directors of Lake Charles Memorial Hospital Association for 41 years with six terms as President.

- Served as a board member of the American Heart Association for 35 years with two terms as President.

- Received the Distinguished Service Award by McNeese State University Foundation.
•Received an honorary membership with Beta Gamma Sigma at McNeese State University, College of Business.

•Recognized as a Distinguished Citizen by Calcasieu Area Council Boy Scouts of America.

•Received the Angel Award for Public Service with area youth by Blue Cross Blue Shield of Louisiana.

•Recognized as Citizen of the Year by the Chamber of Commerce of Southwest Louisiana.

•He coached South Lake Charles Little League Baseball for 40 years and was Vice President of the Little League for 36 years.

•He was crowned king of the Krewe of Mystique in 2006.

•Served on the City of Lake Charles Recreational Advisory Committee.

•Served on Campfire USA Board and as the President of the Board.

•Served on the Board of Directors and as President of United Way of Southwest Louisiana for eight years.

•He was awarded Citizen of the Year for 1993-1994 from the local Khiwana’s Club.

Current Positions:

•A member of the Lake Charles Rotary Club.

•A volunteer at Abraham’s Tent.

•A member of the McNeese State University Foundation Board of Directors from 1972 to present. Served a two year term as President and has been the Chairman of the Budget Committee since 1989.

•A member of the Board of Directors for 40 years at the Foreman-Reynaud Community Center. Currently serving as President. He has held this position for the past 12 years. He also volunteers as a tutor for needy children.

•A volunteer reader at the Head Start Program at J. D. Clifton Elementary School.
Item E.3.  McNeese State University’s request for approval to offer a Graduate Certificate Program in Business Administration.

EXECUTIVE SUMMARY

McNeese State University proposes to offer a Graduate Certificate in Business Administration. The proposed certificate program is intended to target diverse non-traditional students at local and regional levels with no undergraduate business degrees. As well, the certificate will be beneficial for those who aspire to advance careers by acquiring necessary business and leadership skills in key functional areas of business such as accounting, finance, management and marketing. The proposed 18-credit-hour program will be delivered in a combination of in-class and web-hybrid formats.

Currently, there are no graduate certificate programs in business administration offered in Louisiana. This program will be valuable in that it would help to meet the workforce needs for the state in the area of business. The proposed program will draw participants from a variety of sources such as high school teachers, vocational training schools, various local/regional industrial firms, banks, and other financial and non-financial institutions. The program will be marketed to both public and private organizations within the state. The University projects an initial enrollment of 10 students per semester. However, each course will have a maximum capacity of 35.

The proposed program would be offered through the College of Business’ MBA program. The MBA program has demonstrated successful program outcomes including retention, graduation, and employment. The program has strong leadership and highly qualified faculty who make every effort to ensure student success. Existing faculty lines, facilities, and library holdings will be sufficient for this initiative. Thus, costs for this program will be minimal and will be absorbed from tuition generated from the program.

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 McNeese State University’s request for approval to offer a Graduate Certificate Program in Business Administration.
April 2, 2013

Dr. Sandra K. Woodley, President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA  70802

Dear Dr. Woodley:

Enclosed are five (5) copies of McNeese State University’s request for approval of its proposal for a Graduate Certificate Program in Business Administration. Please place this item on the ULS Board agenda for consideration and approval at the April 30, 2013 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
March 26, 2013

Dr. Sandra K. Woodley, President
University of Louisiana System
1201 N. Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Woodley:

I submit the attached proposal for a Graduate Certificate Program in Business Administration for consideration at the April 2012 University of Louisiana System Board of Supervisors meeting.

The graduate certificate is designed for persons who have earned a college degree in any discipline and who wish to advance their career by acquiring necessary business and leadership skills in key functional areas of business (accounting, finance, management, and marketing). This certificate program supports the McNeese State University mission—especially its role to enhance economic development and collaborate with industry to ensure an appropriately skilled and knowledgeable workforce is available. Southwest Louisiana is fortunate to be experiencing unprecedented economic development and industrial expansion and growth, and I feel strongly that McNeese must be a leader in providing the knowledge and skills needed to support and sustain this opportunity for the region. The proposed graduate certificate program will be an important educational program for the region and beyond.

The proposed program includes 18 graduate credit hours of courses in the fields of accounting, economics, management, finance, and marketing. The program will initially be delivered in a traditional format for web-hybrid evening classes, and may move to a fully online format should students indicate that preference. Since the graduate certificate is created from existing courses that are taught on a regular basis, there are no new costs to offer the certificate program; and I expect increased tuition revenue from student enrollment.

Thank you for consideration of this proposal.

Regards,

Philip C. Williams
President

Attachment
PROPOSAL FOR GRADUATE CERTIFICATE PROGRAM IN
BUSINESS ADMINISTRATION

SUBMITTED BY
MCNEESE STATE UNIVERSITY
COLLEGE OF BUSINESS

February 26, 2013
Proposal for a Graduate Certificate in Business Administration

McNeese State University
College of Business

1. Description

<table>
<thead>
<tr>
<th>A. Title, degree/certificate level, description, and objectives of the proposed program.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program: Graduate Certificate in Business Administration</td>
</tr>
<tr>
<td>CIP Code: 520201, Business</td>
</tr>
</tbody>
</table>

McNeese State University proposes the creation of a new Graduate Certificate in Business Administration. The delivery of the new certificate program will be in a combination of in-class and web-hybrid formats. The primary intent of the program is to target diverse non-traditional students in the real world at local and regional levels with no undergraduate business degrees and those who aspire to advance careers further by acquiring necessary business and leadership skills in the key functional areas of business from accounting to finance to management and to marketing. The major educational objectives of the proposed new program are to prepare participants to:
1) acquire necessary business and leadership skills to advance in careers and organizations, 2) be able to see beyond their own functional areas, and 3) understand how the business organization operates as a whole.
### B. List and describe the program curriculum (i.e., required courses), in sequence or term by term. Indicate new courses by an asterisk (*). Include any special requirements (internships, comprehensive examination, thesis, dissertation, etc.)

<table>
<thead>
<tr>
<th>Course Offerings in Sequence</th>
<th>Graduate Certificate in Business Administration</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) ACCT 602: Financial Accounting Concepts</td>
<td>(3 lec. 3 cr.) Concepts and techniques underlying the basic financial statements; the financial statements from the viewpoint of managers and users.</td>
</tr>
<tr>
<td>2) ECON 602: Economic Analysis</td>
<td>(3 lec. 3 cr.) Overview of micro and macroeconomic theory including supply and demand, price formation, resource allocation and the production of goods and services, cost, profit, market structure, and government intervention; and the determinants of aggregate economic output, employment, interest rates, and the price level, as well as the fiscal and monetary policy tools that may be used to influence these variables.</td>
</tr>
<tr>
<td>3) MGMT 604: Management Theory of Organizational Behavior</td>
<td>(3 lec. 3 cr.) Management theories, management functions and principles; strategy; decision making; behavioral aspects of management (leadership, motivation, teams); international management issues; and ethics and diversity.</td>
</tr>
<tr>
<td>4) BADM 601: Applied Business Statistics</td>
<td>(3 lec. 3 cr.) Statistical methodologies and applications in business research and decision making. Includes descriptive statistics, sampling, hypothesis testing, non-parametric tests, analysis of variance, simple and multiple regression analyses, probability applications for business decision-making under uncertainty, quality control, and business forecasting. Introduces information technology spreadsheet (EXCEL) for data analysis.</td>
</tr>
<tr>
<td>5) FIN 600: Fundamentals of Financial Management</td>
<td>(3 lec. 3 cr.) Concepts involved in the acquisition and use of funds from the financial manager’s viewpoint. Emphasis is placed on tools of financial management, working capital management, capital budgeting techniques, cost of capital determination, short-term and long-term sources of funds, and international finance.</td>
</tr>
<tr>
<td>6) MKTG 605: Marketing Concepts</td>
<td>(3 lec. 3 cr.) Major marketing concepts and problems emphasizing market segmentation, product differentiation, and marketing strategy are addressed. The issues that directly impact the creation and distribution of goods and services as well as relevant areas of production operations management are reviewed. Also an analysis of marketing structures including dynamic, legal, political, social, and ethical environments that impact marketing are discussed.</td>
</tr>
</tbody>
</table>

The courses will be offered in two academic semesters as follows:

**Fall:** ACCT 602, ECON 603, and MGMT 604

**Spring:** BADM 601, FIN 600 and MKTG 605
C. Describe how the proposed program will be offered, e.g., traditionally, online, via interactive video, hybrid, etc. Discuss possibilities for a cooperative program, cross-enrollment options, or other manners of sharing/extending resources and access.

**Delivery Method:**
The proposed certificate program courses will be offered in a combination of in-class and web-hybrid formats. Inclusion of this proposed program could serve to increase enrollment in the MBA program as it will consist of 18 hours of MBA foundation courses. To turn the certificate credits into an MBA, participants must meet all MBA admission requirements as they appear in the McNeese catalog.

**D. Furnish documentation of the approval of the proposed program by the institution’s Governing Board**

Pending – Document will be forwarded upon approval.

2. Need

**A. Describe how the proposed program fits within the institution’s existing role, scope, and mission.**

The following is an excerpt from the McNeese State University mission statement published in the catalog… “The University’s fundamental educational mission is to offer associate, baccalaureate, and specific graduate curricula distinguished by academic excellence. The University engages in collaborative ventures to benefit industry and to enhance economic development and cultural growth in this region and beyond… and, integrates discipline-specific knowledge with the values of lifelong learning… “Provides education, research and service that support core values of academic excellence, student success, fiscal responsibility, and university-community alliances.”

The mission of the College of Business is to:
- provide quality business education to ensure student success and
- serve as a resource to the community

Enrollment of non-traditional students in four-year colleges is a growing national trend. In the local greater Lake Charles community and in the southwestern region of the State of Louisiana, there is a sizable number of prospective participants who may be engaged in various professions. They work during day time and do not want to make a long-term commitment to earn an MBA. At the same time, they may aspire to equip themselves with current business concepts, theories and analytical tools to advance in careers and to enhance their understanding of how organization as a whole operates in modern days. If motivated through inspiring course works, some of them may later opt for completing an MBA in a shorter period. All the MBA courses at McNeese State University are offered in the evenings. This is likely to work to their advantage so they would be able to earn and learn simultaneously. They will be able to complete the proposed certificate program in one academic year, if desired.
### B. Has the proposed program, or a similar one, been offered at the institution previously?

The proposed program, or a similar program, has not been offered at McNeese State University.

### C. List similar programs offered at other institutions (public and private) in Louisiana. If a graduate program is requested, indicate similar programs in neighboring states.

There are no Graduate Certificate programs in Business Administration, as such, in the State of Louisiana. To our knowledge, only competing Lamar University in Beaumont, Texas has a similar program with a different focus on Leadership Skills Development.

### D. If similar programs exist in Louisiana, why is an additional program needed? Indicate manpower needs, including interest on the part of academia, governmental agencies or other institutions.

There are no such programs in Business Administration, as such, in the State of Louisiana. The courses, as listed earlier, are being offered on a regular basis as MBA preparatory foundation courses. Hence, there will be no additional manpower needs.

The proposed program is expected to entice prospective participants from a pool of high school teachers, vocational training schools, various local/regional industrial firms, banks, other financial and non-financial institutions.

### E. If a graduate program is requested, indicate:

i. State, regional, and national need in the field for more graduates. Cite any pertinent studies of national and state trends.

ii. Are there possibilities for cooperative programs?

None

### F. If this program is approved, will its approval result in the termination or phasing out of existing programs? That is, could this program be considered a replacement program?

Program approval will not result in the termination or phasing out of any other program.

### G. Describe how the proposed program will further the mission of the Institution and support initiatives identified in the Board of Regents’ Master Plan for Public Postsecondary Education in Louisiana: 2011.

The proposed Graduate Certificate Program will further the mission of the University and support the Board of Regents’ Master Plan for Public Postsecondary Education in Louisiana: 2011 by addressing a number of objectives that include the following:

- Objectives 1-3: Increase the enrollment of adults age 25 and older in postsecondary education programs. The narrative accompanying these objectives indicates that there is a growing demand for adult postsecondary education efforts that target diverse groups of adults with a non-business college degree who need to strengthen credentials, course work or analytical and problem-solving skills for career advancement and to better understand the key functional area of business in modern days. This is consistent with the State’s goal of continuing workforce development, for building and sustaining a 21st century economy.
3. Students

A. Project the enrollment and estimate the number of graduates expected for the proposed program for the first five years by level of student and with a justification for the projections.

The intent of the proposed program is to offer 18 credit hours of course work following a traditional semester schedule. The first three courses of the certificate may begin in the fall of 2013 followed by the next three courses in the spring of 2014. We anticipate an enrollment of at least 10 per semester. However, each course will have a maximum capacity of 35. The College of Business will market the proposed program to both public and private organizations within the State of Louisiana. The target audiences include already employed with non-business baccalaureate degrees. It is expected that the program tuition cost for the prospective students from the private sector will be covered by their employers given the value of the knowledge and skills to their institutions. The military sector currently offers tuition reimbursement for their personnel.

B. Indicate the source of students from existing programs or students who might not otherwise be attracted to the institution.

Initially, it is expected that the majority of the students in the proposed program will be students recruited directly from targeted public and private entities in southwest Louisiana and military personnel from north Louisiana. We anticipate that if the certificate were offered concurrently with the existing MBA, additional students who would not otherwise be attracted to McNeese State University would cause increased growth.

C. What preparation will be necessary for students to enter the program?

Students will be required to meet the following admission and other requirements:

- Must have a GPA of 2.5 or higher in a non-business bachelor’s degree
- No GMAT or GRE will be required.
- No transfer credit shall be granted.
- Must maintain at least 3.0 cumulative GPA
- Must have no more than 3 credits of C work
- To turn the certificate credits into MBA, all MBA admission requirements must be met as they appear in the catalog.
D. Provide enrollment data for closely related programs currently offered at the institution. If the proposed program is an expansion of an existing program, give the past four years’ enrollments in existing programs by level, and number of graduates granted.

Graduates of the non-business Baccalaureate Degrees in McNeese State University and statewide would serve as potential students in the proposed program. Enrollment at McNeese State University and statewide non-business BS completers for the past four years are as follows:

<table>
<thead>
<tr>
<th>Academic Year</th>
<th>McNeese State University Non-Business Undergraduate Fall Enrollment</th>
<th>McNeese State University Non-Business Undergraduates Bach Completers</th>
<th>Louisiana Non-Business Undergraduates Bach Completers (Public Institutions Including MSU)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008-2009</td>
<td>6,269</td>
<td>863</td>
<td>14,114</td>
</tr>
<tr>
<td>2009-2010</td>
<td>6,664</td>
<td>817</td>
<td>14,139</td>
</tr>
<tr>
<td>2010-2011</td>
<td>7,032</td>
<td>838</td>
<td>14,421</td>
</tr>
<tr>
<td>2011-2012</td>
<td>6,962</td>
<td>943</td>
<td>14,874</td>
</tr>
</tbody>
</table>

E. If a graduate program is requested, indicate sources of financial support for students.

A graduate program is not requested.

4. Faculty

A. List the present faculty members who will be most directly involved in the proposed program. Indicate for each faculty member: name; date of appointment; present rank; degrees (by field) and the institutions granting them; present credits, contact hours, and student credit hours produced; and other assignments.

<table>
<thead>
<tr>
<th>Name</th>
<th>Date of Appointment</th>
<th>Rank</th>
<th>Degrees &amp; Institutions Granting</th>
<th>Present Credits</th>
<th>Contact Hours</th>
<th>SCHs Produced (Fall 2012)</th>
<th>Other Assignments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. William Jens</td>
<td>2010</td>
<td>Assistant</td>
<td>Ph.D., Central Florida Univ, MBA, Rutgers Univ</td>
<td>15</td>
<td>45</td>
<td>246</td>
<td>Research</td>
</tr>
<tr>
<td>Dr. Michael Kurth</td>
<td>1984</td>
<td>Professor</td>
<td>Ph.D., Virginia Tech M.S., Virginia Tech</td>
<td>15</td>
<td>45</td>
<td>381</td>
<td>Director, Drew Center for Economic Information</td>
</tr>
<tr>
<td>Dr. Susie Cox</td>
<td>2008</td>
<td>Assistant</td>
<td>DBA, Louisiana Tech MBA, Louisiana tech</td>
<td>15</td>
<td>45</td>
<td>159</td>
<td>Research</td>
</tr>
<tr>
<td>Dr. Banambar Mishra</td>
<td>1987</td>
<td>Professor</td>
<td>Ph.D., Alabama M.A., Alabama</td>
<td>15</td>
<td>45</td>
<td>270</td>
<td>Research</td>
</tr>
<tr>
<td>Dr. Kiran Desai</td>
<td>2005</td>
<td>Visiting Assoc. Prof.</td>
<td>Ph.D., Penn State M.S. Polytechnic Institute of Brooklyn</td>
<td>15</td>
<td>45</td>
<td>234</td>
<td>Research</td>
</tr>
<tr>
<td>Dr. Jeff Totten</td>
<td>2008</td>
<td>Assistant</td>
<td>DBA, Louisiana Tech MBA, Northwestern State University, LA</td>
<td></td>
<td></td>
<td>On leave</td>
<td>On leave</td>
</tr>
</tbody>
</table>
B. Calculate the present student-faculty ratio in the subject matter field or department in which the proposed program will be offered. The basis for this calculation should be full time equivalent students and faculty and should be computer based on all students taught rather than the student majors or other related groupings.

The present student-faculty ratio is 1:18 for MBA courses. There are no practicum courses offered in the certificate program.

C. Project the number of new faculty members needed to initiate the proposed program for each of the first five years. If the proposed program will be absorbed in whole or part by present faculty, explain how this will be done.

No new or additional faculty resources will be needed to offer this certificate. The existing faculty will teach these courses within their regular loads as they are offered in the MBA degree program during regular semesters.

D. Explain if recruiting new faculty members, will an unusual outlay of funds or unique techniques be required. For example, will a special chair of instruction be required to attract a nationally recognized person?

No such recruit will be needed. Existing faculty are fully adequate to offer courses for the certificate program within their regular teaching load. No special Chair of Instruction will be required either.

E. Describe involvement of faculty, present and projected, in research, extension and other activities and the relationship of these activities to the teaching load.

Being a regional institution, McNeese State University focuses primarily on providing services to the local population and its economy. Excellence in teaching is the University’s primary goal with research playing a secondary role. Within the undergraduate and graduate programs, research activities are required for AACSB reaccreditation. All research activities are accomplished above the regular teaching load.

F. If a graduate program is requested, indicate:

i. For present faculty, areas of specialized competence related to the new program. (List publications and their nature as well as direction of theses and dissertations.)

   Not applicable

ii. For proposed new faculty, qualifications and/or strengths needed

   Not applicable
5. Library and Other Special Resources

A. Are present library holdings in related fields adequate to initiate the proposed program?

Frazier Library provides access to a wealth of materials through its membership in LOUIS, the Library Network of Louisiana, including print texts and over 148,000 electronic books (eBooks) through the SirsiDynix online public catalog. Full-text electronic journals in a wide range of subject areas are available through over 100 database subscriptions. In addition, Frazier Library is a Federal Depository Library for U.S. Government Printing Office documents and a participant in the Louisiana State Documents Depository Program. The library has a liaison program through which librarians work with faculty to develop the collection in subject areas based on academic departments. Frazier Library is committed to expanding and improving resources and services to meet the needs of students and their instructors in all programs.

<table>
<thead>
<tr>
<th>Library Resources Available to Support Research and Scholarship</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Personnel Resources</strong></td>
</tr>
<tr>
<td>10 FTE library faculty</td>
</tr>
<tr>
<td>8 FTE classified support staff</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

B. Will the library holdings need to be expanded and improved to meet program needs of the program in the first five years? If so, what types will be needed: books, periodicals, reference books, primary source materials, etc.?

Additional resources will not be needed. So, no additional cost will be involved.

C. Do other institutions have library resources being used or available to faculty and students for the proposed program?

None known

D. Indicate or estimate total expenditure for the last two completed fiscal years in library acquisitions for the subject matter fields or departments in which the proposed program will be offered, or which are related to it.

<table>
<thead>
<tr>
<th>Library Expenditures: Fiscal year 2008-2009 and 2009-2010</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Year</strong></td>
</tr>
<tr>
<td>2010-2011</td>
</tr>
<tr>
<td>2011-2012</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

E. Project library expenditures needed for the first five years of the proposed program.

Projected expenditures will be zero.
F. What additional special resources, other than library holdings, will be needed?  
None are needed.

G. If a graduate program is requested, indicate:  
  i. Special library resources needed to offer a program of quality  
     None are needed  
  ii. How do library resources deemed desirable compare to other institutions with similar programs that are of high quality? Cite specific comparisons of other institutions.  
     Not applicable

6. Facilities and Equipment

A. Describe existing facilities (classrooms, laboratories, offices, etc.) available for the proposed program.  
Additional physical resources are not needed.

B. Describe present utilization of these facilities where facilities are assigned to the department.  
Most of the undergraduate courses are offered during the day while all courses in the MBA program are offered on Monday through Thursday beginning at 5:25 PM until 8:05 PM. As a result, the classrooms are available as needed. Each faculty has a dedicated computer accessible to both the internet and campus network as well as the online learning management system.

C. Indicate the need for new facilities, such as special buildings, laboratories, minor construction, remodeling, and fixed equipment. If special facilities and equipment will be needed, estimate cost and indicate proposed sources of financing.  
None are needed.

7. Administration

A. In what department, division, school, college, or other designation will the proposed program be administered? Explain if the program is interdisciplinary and/or inter-departmental.  
The program will reside under the College of Business’ MBA Program.

B. Indicate if the proposed program will affect the present administrative structure of the institution.  
No

C. Describe any special departmental strengths and/or weaknesses and how the proposed program will affect them.  
The MBA program has demonstrated successful program outcomes including retention, graduation and employment. The program has strong leadership and highly qualified faculty who make every effort to ensure student success.
8. Accreditation

A. Is the program eligible to be accredited? If so, give the name(s) of the accrediting agency(ies), requirements for accreditation, and how the criteria will be achieved.

AACSB does not provide accreditation for graduate or undergraduate ‘certificates’.

All the undergraduate programs and the MBA program in the College of Business have been consecutively reaccredited since the initial accreditation in 1987 by the AACSB-International. The next visit by the AACSB-International is due in 2014 for another bout of reaccreditation.

The reaccreditation evaluation consists of a review of the program’s mission, goals, and expected outcomes; and an assessment of the performance of the program in achieving the mission and goals through the most effective utilization of available resources, programs, and administration. The review is based on the required Standards and whether or not the program meets the standards and procedures for degree programs.

B. Delineate the initial costs of accreditation and subsequent annual cost.

There is no initial cost of accreditation since AACSB does not provide accreditation for graduate or undergraduate ‘certificates’.

C. If a doctoral program is required, describe the use of consultants in developing the proposed program and include a copy of their report as an appendix to the proposal. The use of consultants to assist in the development of such proposal is highly recommended, if not imperative.

Not applicable

9. Related Fields

A. Indicate subject matter fields at the institution which are related to, or will support, the proposed program.

MBA degree

B. Evaluate the supporting fields and indicate if they need improvement. If so, indicate the extent of improvement needed and cost.

The supporting program is nationally accredited and has no compliance issues related to standards nor have outstanding recommendations for improvement.
10. Costs

A. Estimate costs of the proposed program for the first five years. Indicate any amounts to be absorbed out of current sources of revenue and needs for additional appropriations (if any). Indicate if federal or other sources of funds are available. Are there prospects for increased income from students recruited specifically to this program who otherwise would not have enrolled?

Program costs:
This program will result in no additional costs to the university.

Anticipated Increased Income:
The new program will increase income as enrollment grows. The prospects for increased income are bright given the national trend for the increasing enrollment of non-traditional students in business related Graduate certificate programs.

B. Indicate departmental costs
   i. Show departmental operating expenditures for the last two completed fiscal years for departments involved in or related to the proposed programs.

<table>
<thead>
<tr>
<th>Departmental Expenditures by Year</th>
<th>2010-2011</th>
<th>2011-2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries, Instructional</td>
<td>2,291,652</td>
<td>2,203,754</td>
</tr>
<tr>
<td>Salaries, Classified*</td>
<td>63,358</td>
<td>63,457</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>439,607</td>
<td>545,760</td>
</tr>
<tr>
<td>Insurance Contributions</td>
<td>151,214</td>
<td>163,805</td>
</tr>
<tr>
<td>Travel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplies</td>
<td>4,586</td>
<td>3,856</td>
</tr>
<tr>
<td>Professional services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduate Assistants</td>
<td>23,805</td>
<td>23,830</td>
</tr>
<tr>
<td>Department Total</td>
<td>2,974,222</td>
<td>3,004,462</td>
</tr>
<tr>
<td>*Defined as non-instructional salaries</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   ii. How will the proposed program affect the allocation of these funds?
The proposed program will not affect any allocations of future funds.

C. Indicate if additional funds for research will be needed to support the proposed program.
None

D. Provide estimates of additional cost on the attached form.
The proposed Graduate Certificate in Business Administration will require no additional funding in order to be implemented.
SUMMARY OF ESTIMATED ADDITIONAL COSTS/INCOME FOR PROPOSED PROGRAM

Institution: McNeese State University  
Program/Unit: MBA Degree Program  
Date: February 26, 2013

FTE = Full Time Equivalent (use the institution’s standard definition and provide that definition.  
FTE Definition of MSTR: Based on percentage of faculty member’s work load and dedicated to teaching.

### EXPENDITURES—No additional costs anticipated with this program

<table>
<thead>
<tr>
<th></th>
<th>First Yr</th>
<th>Second Yr</th>
<th>Third Yr</th>
<th>Fourth Yr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faculty</td>
<td>AMOUNT</td>
<td>FTE</td>
<td>AMOUNT</td>
<td>FTE</td>
</tr>
<tr>
<td>Graduate Assistants</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>Support Personnel</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>Fellowships &amp; Scholarships</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
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<tr>
<td>SUB-TOTAL EXPENSES</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>AMOUNT</th>
<th>AMOUNT</th>
<th>AMOUNT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities</td>
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<tr>
<td>Equipment</td>
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<tr>
<td>Travel</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>Supplies</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>SUB-TOTAL EXPENSES</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>GRAND TOTAL EXPENSES</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
</tr>
</tbody>
</table>

### REVENUES

Estimated revenues based on annual 10% tuition increase starting with 12-13 published tuition and fees.  
Estimated enrollment based on 10 students enrolling per year (10 students first year; 20 enrolled each subsequent year).

<table>
<thead>
<tr>
<th></th>
<th>AMOUNT</th>
<th>%</th>
<th>AMOUNT</th>
<th>%</th>
<th>AMOUNT</th>
<th>%</th>
<th>AMOUNT</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount of Percentage of Total Anticipated From:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Appropriations</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>Federal Grants/Contracts</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>State Grants/Contracts</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>Private Grants/Contracts</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>Tuition</td>
<td>$1134.25</td>
<td>72%</td>
<td>$1247.68</td>
<td>74%</td>
<td>$1372.45</td>
<td>76%</td>
<td>$1509.70</td>
<td>77%</td>
</tr>
<tr>
<td>Fees</td>
<td>$441.75</td>
<td>28%</td>
<td>$441.75</td>
<td>26%</td>
<td>$441.75</td>
<td>24%</td>
<td>$441.75</td>
<td>23%</td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$1576.00</td>
<td></td>
<td>$1689.43</td>
<td></td>
<td>$1814.20</td>
<td></td>
<td>$1951.45</td>
<td></td>
</tr>
</tbody>
</table>

$15,760.00  
$33,788.61  
$36,284.00  
$39,029.00
Item E.4. McNeese State University’s request for approval to offer a Graduate Certificate Program in Academically Gifted Education.

EXECUTIVE SUMMARY

McNeese State University proposes to offer a Graduate Certificate in Academic Gifted Education. The proposed certificate program is based upon requirements for an Academically Gifted endorsement to a teaching certificate as indicated in the Louisiana Standards for State Certification of School Personnel. The graduate certificate program consists of 15 graduate semester hours of advanced education courses and is intended to provide add-on certification/endorsement for teachers working in the field.

The application for Board of Regents Certificate Designation of Post-Degree Teacher and Educational Leadership Certification/Endorsement Program has been completed and will be submitted to the Board of Regents upon Board approval.

Because this is a designation change only to an existing program, no new resources will be required. Existing faculty, facilities and library holdings will be utilized for the graduate certificate program. The approval of this program will not have an impact on any other entities at the University.

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 McNeese State University’s request for approval to offer a Graduate Certificate Program in Academically Gifted Education.
April 5, 2013

Dr. Sandra K. Woodley, President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Woodley:

Enclosed are five (5) copies of McNeese State University's request for approval to offer a graduate certificate program in Academically Gifted Education. Please place this item on the ULS Board agenda for consideration and approval at the April 30, 2013 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
April 3, 2013

Dr. Sandra K. Woodley, President
University of Louisiana System
1201 N. Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Woodley:

I request approval to offer a graduate certificate program in Academically Gifted Education. The program is based upon requirements for an Academically Gifted endorsement to a teaching certificate as indicated in the Louisiana Standards for State Certification of School Personnel. This certificate requires the 15 graduate semester hours of prescribed coursework enumerated in Bulletin 746 and would result in a candidate being eligible for the add-on endorsement for Academically Gifted Education.

The attached Application for Board of Regents Certificate Designation of Post-Degree Teacher and Education Leaders Certification/Endorsement Programs is the support documentation for this request.

Thank you for your consideration.

Regards,

[Signature]

Philip C. Williams
President

Attachments: Application for Board of Regents Certificate Designation of Post-Degree Teacher and Educational Leader Certification/Endorsement Programs
Application for Board of Regents Certificate Designation of Post-Degree Teacher and Educational Leader Certification/Endorsement Programs

<table>
<thead>
<tr>
<th>Name of University:</th>
<th>McNeese State University</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Person Submitting the Form:</td>
<td>Brett Welch, Ph.D.</td>
</tr>
<tr>
<td>Title of Person:</td>
<td>Director of Graduate Education Program</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td><a href="mailto:hwelch@mcneese.edu">hwelch@mcneese.edu</a></td>
</tr>
<tr>
<td>Office Telephone Number:</td>
<td>337.475.5405</td>
</tr>
</tbody>
</table>

A. CERTIFICATE PROGRAMS

Directions: Please identify the type of program seeking degree designation, the name of the program, and the type of credential that will be attained upon completion of the program.

<table>
<thead>
<tr>
<th>Proposed Program (Please check)</th>
<th>POST-BACCALAUREATE CERTIFICATE PROGRAM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Program:</td>
<td>Practitioner Teacher Program (Grade Span &amp; Content Areas:</td>
</tr>
<tr>
<td>Type of Credential:</td>
<td>Level 1 Teacher License</td>
</tr>
<tr>
<td>Name of Program:</td>
<td>Certification-Only Alternate Path Program (Grade Span and Content Area(s):</td>
</tr>
<tr>
<td>Type of Credential:</td>
<td>Level 1 Teacher License</td>
</tr>
<tr>
<td>Name of Program:</td>
<td>Add-on Certification Program (Grade Span and Content Area:</td>
</tr>
<tr>
<td>Type of Credential:</td>
<td>Additional area of certification added to Level 1 or Level 2 Teacher License</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposed Program (Please check)</th>
<th>GRADUATE CERTIFICATE PROGRAM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Program:</td>
<td>Practitioner Teacher Program (Grade Span &amp; Content Areas:</td>
</tr>
<tr>
<td>Type of Credential:</td>
<td>Level 1 Teacher License</td>
</tr>
<tr>
<td>Name of Program:</td>
<td>Certification-Only Alternate Path Program (Grade Span and Content Area(s):</td>
</tr>
<tr>
<td>Type of Credential:</td>
<td>Level 1 Teacher License</td>
</tr>
<tr>
<td>x Name of Program</td>
<td>Academically Gifted Education</td>
</tr>
<tr>
<td>Type of Credential</td>
<td>Add-on endorsement</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposed Program (Please check)</th>
<th>POST-MASTERS CERTIFICATE PROGRAM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Program:</td>
<td>Alternate Educational Leadership Program</td>
</tr>
<tr>
<td>Type of Credential:</td>
<td>Level 1 Educational Leader License</td>
</tr>
<tr>
<td>Name of Program:</td>
<td>School Turnaround Specialist Program</td>
</tr>
<tr>
<td>Type of Credential:</td>
<td>School Turnaround Specialist Endorsement added to Level 2 Educational Leader License</td>
</tr>
</tbody>
</table>
B. PREFIXES, COURSE TITLES, AND CREDIT HOURS FOR CERTIFICATE PROGRAMS

Directions: Please list the course prefixes, numbers, titles, and credit hours that have been approved by the university for the program cited above.

<table>
<thead>
<tr>
<th>Course Prefixes and Numbers</th>
<th>Course Titles</th>
<th>Credit Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>EDTC elective</td>
<td>Characteristics of Gifted Individuals</td>
<td>3</td>
</tr>
<tr>
<td>EDUC 686</td>
<td>Social and Emotional Needs of the Gifted</td>
<td>3</td>
</tr>
<tr>
<td>EDUC 687</td>
<td>Methods for Teaching the Academically Gifted</td>
<td>3</td>
</tr>
<tr>
<td>EDUC 688</td>
<td>Creative Thinking and Problem Solving</td>
<td>3</td>
</tr>
<tr>
<td>EDUC 689</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Credit Hours 15

Note: All programs must result in a state license/credential/endorsement/certification.

C. APPROVAL SIGNATURES

I certify that the university has addressed all requirements of the credentialing agency for the identified credential and that the university currently possesses the necessary faculty, staff, resources, and facilities to deliver the program.

[Signature] 3/12/13

(Campbell Head (or designee))

[Signature]  
(System Board (or designee))

[Signature]  
(Board of Regents Designee)

[Signature]  
(Credentialing Agency Designee)

(Revised 1/2013)
Item E.5. McNeese State University’s request for approval to offer a Graduate Certificate Program in Immersion Education.

EXECUTIVE SUMMARY

McNeese State University proposes to offer a Graduate Certificate in Immersion Education. The program is designed for educators working in immersion education programs. The certificate program will provide advanced training for planning, pedagogy, assessment, and clinical experiences in immersion classrooms in their respective languages.

Currently, there are no university-level programs in Louisiana that are designed to prepare educators for working in immersion environments. The application for Board of Regents Certificate Designation of Post-Degree Teacher and Educational Leader Certification/Certification/Endorsement Program has been completed and will be submitted to the Board of Regents upon Board of approval.

Because this is a designation change only to an existing program, no new resources will be required. Existing faculty, facilities and library holdings will be utilized for the graduate certificate program. The approval of this program will not have an impact on any other entities at the University.

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 McNeese State University’s request for approval to offer a Graduate Certificate Program in Immersion Education.
April 2, 2013

Dr. Sandra K. Woodley, President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Woodley:

Enclosed are five (5) copies of McNeese State University’s request for approval to offer a graduate certificate program in Immersion Education. Please place this item on the ULS Board agenda for consideration and approval at the April 30, 2013 meeting.

Thank you for your attention in this matter.

Sincerely,

[Signature]

Philip C. Williams
President

Enclosures
March 27, 2013

Dr. Sandra K. Woodley  
University of Louisiana System  
1201 N. Third Street, Suite 7-300  
Baton Rouge, LA 70802  

Dear Dr. Woodley:

I request approval to offer a graduate certificate program in Immersion Education. Thank you for consideration of this request. The program is designed for educators working in immersion education programs. The certificate program will provide advanced training for planning, pedagogy, assessment, and clinical experiences in immersion classrooms in their respective languages. There are no university-level programs in Louisiana to prepare educators for working in immersion environments.

The attached Application for Board of Regents Certificate Designation of Post-Degree Teacher and Education Leaders Certification/Endorsement Programs is the support documentation for this request.

Thank you for your consideration.

Regards,

[Signature]

Philip C. Williams  
President

Attachments: Application for Board of Regents Certificate Designation of Post-Degree Teacher and Educational Leader Certification/Endorsement Programs
Application for Board of Regents Certificate Designation of Post-Degree Teacher and Educational Leader Certification/Endorsement Programs

<table>
<thead>
<tr>
<th>Name of University:</th>
<th>McNeese State University</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Person Submitting the Form:</td>
<td>Brett Welch, Ph.D.</td>
</tr>
<tr>
<td>Title of Person:</td>
<td>Director of Graduate Education Program</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td><a href="mailto:bwelch@mcneese.edu">bwelch@mcneese.edu</a></td>
</tr>
<tr>
<td>Office Telephone Number:</td>
<td>337.475.5405</td>
</tr>
</tbody>
</table>

A. CERTIFICATE PROGRAMS

Directions: Please identify the type of program seeking degree designation, the name of the program, and the type of credential that will be attained upon completion of the program.

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<thead>
<tr>
<th>Proposed Program (Please check)</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Name of Program</strong></td>
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</tr>
<tr>
<td><strong>Type of Credential</strong></td>
<td>Level 1 Teacher License</td>
</tr>
<tr>
<td><strong>Name of Program</strong></td>
<td>Certification-Only Alternate Path Program (Grade Span and Content Area(s): )</td>
</tr>
<tr>
<td><strong>Type of Credential</strong></td>
<td>Level 1 Teacher License</td>
</tr>
<tr>
<td><strong>Name of Program</strong></td>
<td>Add-on Certification Program (Grade Span and Content Area: )</td>
</tr>
<tr>
<td><strong>Type of Credential</strong></td>
<td>Additional area of certification added to Level 1 or Level 2 Teacher License</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposed Program (Please check)</th>
<th>GRADUATE CERTIFICATE PROGRAM</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name of Program</strong></td>
<td>Practitioner Teacher Program (Grade Span &amp; Content Areas: )</td>
</tr>
<tr>
<td><strong>Type of Credential</strong></td>
<td>Level 1 Teacher License</td>
</tr>
<tr>
<td><strong>Name of Program</strong></td>
<td>Certification-Only Alternate Path Program (Grade Span and Content Area(s): )</td>
</tr>
<tr>
<td><strong>Type of Credential</strong></td>
<td>Level 1 Teacher License</td>
</tr>
<tr>
<td>x Name of Program</td>
<td>Immersion Education</td>
</tr>
<tr>
<td><strong>Type of Credential</strong></td>
<td>advanced training in immersion education</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposed Program (Please check)</th>
<th>POST-MASTERS CERTIFICATE PROGRAM</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name of Program</strong></td>
<td>Alternate Educational Leadership Program</td>
</tr>
<tr>
<td><strong>Type of Credential</strong></td>
<td>Level 1 Educational Leader License</td>
</tr>
<tr>
<td><strong>Name of Program</strong></td>
<td>School Turnaround Specialist Program</td>
</tr>
<tr>
<td><strong>Type of Credential</strong></td>
<td>School Turnaround Specialist Endorsement added to Level 2 Educational Leader License</td>
</tr>
</tbody>
</table>
B. PREFIXES, COURSE TITLES, AND CREDIT HOURS FOR CERTIFICATE PROGRAMS

Directions: Please list the course prefixes, numbers, titles, and credit hours that have been approved by the university for the program cited above.

<table>
<thead>
<tr>
<th>Course Prefixes and Numbers</th>
<th>Course Titles</th>
<th>Credit Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>EDTC elective</td>
<td>Trends and Issues in Secondary Education or Trends and Issues in Elementary Education</td>
<td>3</td>
</tr>
<tr>
<td>EDUC 629 or EDUC 658</td>
<td>Practicum in Curriculum and Instruction</td>
<td>3</td>
</tr>
<tr>
<td>FORL 580</td>
<td>Resources in Language Content Area</td>
<td>3</td>
</tr>
<tr>
<td>FORL 585</td>
<td>Foreign Language and Immersion Methodology</td>
<td>3</td>
</tr>
</tbody>
</table>

Total Credit Hours: 15

Note: All programs must result in a state license/credential/endorsement/certification.

C. APPROVAL SIGNATURES

I certify that the university has addressed all requirements of the credentialing agency for the identified credential and that the university currently possesses the necessary faculty, staff, resources, and facilities to deliver the program.

Jeanne Delval
Curriculum Head (or designee)

Date: 3-12-13

System Board (or designee)

Date

Board of Regents Designee

Date

Credentialing Agency Designee

Date

(Revised 10/13)
Item E.6. Nicholls State University’s request for approval to terminate the Master of Arts in Teaching degree program (Elementary Education and Special Education Mild/Moderate Grades 1-5).

EXECUTIVE SUMMARY

Nicholls State University requests approval to terminate the Master of Arts in Teaching (MAT) degree program effective Summer 2013, if approved. After careful examination, the program being requested for termination is a program duplication of an MAT Elementary Education program.

Candidates enrolled in the program will be encouraged to transition to another MAT program and for those who do not transition plans will be developed to complete coursework. Students who enroll in the MAT Elementary Education program can acquire special education certification through enrollment in approximately four additional courses.

The termination of this program will have no effect on other academic programs in the department, college, or university. No faculty will be affected by the program termination.

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 for approval to terminate the Master of Arts in Teaching degree program (Elementary Education and Special Education Mild/Moderate Grades 1-5).
April 8, 2013

Dr. Sandra Woodley  
System President  
University of Louisiana System  
1201 North Third Street  
Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Woodley:

Nicholls State University requests consideration and approval of the enclosed items to be placed on the agenda for the April 29-30, 2013, meeting of the Board of Supervisors for the University of Louisiana System:

Termination of the Master's of Arts in Teaching  
(Elementary Education and Special Education Mild/Moderate Grades 1-5)

Thank you for your assistance in this matter.

Sincerely,

[Signature]

Stephen T. Hulbert  
President

STH/ad  
Attachment

cc: Mr. Larry Howell, Executive Vice President  
Dr. Laynie Barrilleaux, Vice President for Academic Affairs  
Dr. David Boudreaux, Vice President for Institutional Advancement  
Dr. Eugene Dial, Vice President for Student Affairs and Enrollment Services  
Mr. Mike Naquin, Associate Vice President for Finance and CFO  
Mr. Mike Davis, Assistant Vice President for Facilities  
Dr. Stephen Michot, Faculty Senate President and Faculty Association Representative  
Mrs. Stacy LeJeune, Internal Auditor
Request to Terminate an Academic Degree Program or Administrative/Research Unit

1. Institution: Nicholls

2. Type of Termination (check one)
   - X  A. Academic Program (If A, complete all remaining sections)
   -     B. Administrative Unit (If B, skip sections 3, 4, 5, and 6)
   -     C. Research Unit – Center or Institute (If C, skip sections 3, 4, 5, and 6)

3. Degree Designation. (BA, MS, PhD, etc.)
   MAT

4. Title and CIP Code.
   Master’s of Arts in Teaching (Elementary Education & Special Education Mild/Moderate Grades 1-5) 13.1001

5. Semester/year at which no new enrollments will be accepted.
   Summer 2013

6. Teach-out plan, including semester/year at which reporting of degrees shall cease.
   Candidates will be encouraged to transition to another MAT program and for those who do not transition, plans will be developed to complete course-work.

7. Reason for request. (Ex: low demand, job opportunities, changing focus, program duplication, loss of funding sources, etc.)
   Explanation: This is a program duplication. There is an MAT Elementary Education program. Candidates can acquire special education certification through enrollment in approximately four additional courses.

* Include statements which address the impact of the termination upon remaining programs/units (if applicable). For example, a request to terminate the Department of Chemistry should also include information about the academic programs in that Department – will they be maintained or terminated as well? If maintained, where will they reside? Will the department maintaining these programs be re-named? How will this further affect the administrative structure at the institution? Append documentation to this form.

8. If collaboration with other institutions is involved, identify partners. Each participating institution must submit a separate request form.
   N/A

9. Program/Unit Contact (name, title, email address, telephone number)
   Leslie Jones; Dean of Education; Leslie.jones@nicholls.edu; 985-448-4325

   Campus Head: [Signature] Date: 4/8/13

   Management Board: [Signature] Date: 

For Academic Program Termination: note the SACS/COC requirements (Substantive Change) for notification, teach-out plan/agreement, and request for SACS approval following BOR approval. Send BOR/AcAf a copy of the SACS/COC response to finalize the action.
Item E.7. Nicholls State University’s request for approval to terminate the Master of Arts in Teaching degree program (Middle School Education and Special Education Mild/Moderate Grades 4-8).

EXECUTIVE SUMMARY

Nicholls State University requests approval to terminate the Master of Arts in Teaching (MAT) degree program (Middle School Education and Special Education Mild/Moderate Grades 4-8) effective Summer 2013, if approved. After careful examination, the program being requested for termination is a program duplication of an MAT Secondary Education program.

Candidates enrolled in the program will be encouraged to transition to another MAT program and for those who do not transition plans will be developed to complete coursework. Students who enroll in the MAT Secondary Education program can acquire special education certification through enrollment in approximately four additional courses.

The termination of this program will have no effect on other academic programs in the department, college, or university. No faculty will be affected by the program termination.

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 for approval to terminate the Master of Arts in Teaching degree program (Middle School Education and Special Education Mild/Moderate Grades 4-8).
April 8, 2013

Dr. Sandra Woodley  
System President  
University of Louisiana System  
1201 North Third Street  
Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Woodley:

Nicholls State University requests consideration and approval of the enclosed items to be placed on the agenda for the April 29-30, 2013, meeting of the Board of Supervisors for the University of Louisiana System:

Termination of the Master's of Arts in Teaching  
(Middle School Education and Special Education Mild/Moderate Grades 4-8)

Thank you for your assistance in this matter.

Sincerely,

[Signature]

Stephen T. Hulbert  
President  

STH/Ad

Attachment

pc: Mr. Larry Howell, Executive Vice President  
Dr. Laynie Barrilleaux, Vice President for Academic Affairs  
Dr. David Boudreaux, Vice President for Institutional Advancement  
Dr. Eugene Dial, Vice President for Student Affairs and Enrollment Services  
Mr. Mike Naquin, Associate Vice President for Finance and CFO  
Mr. Mike Davis, Assistant Vice President for Facilities  
Dr. Stephen Michot, Faculty Senate President and Faculty Association Representative  
Mrs. Stacy LeJeune, Internal Auditor
# Request to Terminate an Academic Degree Program or Administrative/Research Unit

1. **Institution** Nicholls

2. **Type of Termination (check one)**
   - [X] A. Academic Program (If A, complete all remaining sections)
   - [ ] B. Administrative Unit (If B, skip sections 3, 4, 5, and 6)
   - [ ] C. Research Unit – Center or Institute (If C, skip sections 3, 4, 5, and 6)

3. **Degree Designation.** (BA, MS, PhD, etc.)
   - MAT

4. **Title and CIP Code.**
   - Master's of Arts in Teaching (Middle School Education & Special Education Mild/Moderate Grades 4-8) 13.1001

5. **Semester/year at which no new enrollments will be accepted.**
   - Summer 2013

6. **Teach-out plan, including semester/year at which reporting of degrees shall cease.**
   - Candidates will be encouraged to transition to another MAT program and for those who do not transition, plans will be developed to complete course-work.

7. **Reason for request.** (Ex: low demand, job opportunities, changing focus, program duplication, loss of funding sources, etc.)
   - **Explanation:** This is a program duplication. There is an MAT Middle School Education program. Candidates can acquire special education certification through enrollment in approximately four additional courses.

   *Include statements which address the impact of the termination upon remaining programs/units (if applicable). For example, a request to terminate the Department of Chemistry should also include information about the academic programs in that Department – will they be maintained or terminated as well? If maintained, where will they reside? Will the department maintaining these programs be re-named? How will this further affect the administrative structure at the institution? Append documentation to this form.*

8. **If collaboration with other institutions is involved, identify partners. Each participating institution must submit a separate request form.**
   - N/A

9. **Program/Unit Contact** (name, title, email address, telephone number)
   - Leslie Jones; Dean of Education; Leslie.jones@nicholls.edu; 985-448-4325

   **Campus Head:** ___________________________ **Date:** 4/8/13

   **Management Board:** ___________________________ **Date:**

---

**For Academic Program Termination:** note the SACS/COC requirements (Substantive Change) for notification, teach-out plan/agreement, and request for SACS approval following BOR approval. Send BOR/AcAf a copy of the SACS/COC response to finalize the action.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

JOINT ACADEMIC AND STUDENT AFFAIRS
AND FINANCE COMMITTEE

April 30, 2013

Item E.8. Nicholls State University’s request for approval to terminate the Master of Arts in Teaching degree program (Secondary Education and Special Education Mild/Moderate Grades 6-12).

EXECUTIVE SUMMARY

Nicholls State University requests approval to terminate the Master of Arts in Teaching (MAT) degree program (Secondary Education and Special Education Mild/Moderate Grades 6-12) effective Summer 2013, if approved. After careful examination, the program being requested for termination is a program duplication of an MAT Secondary Education program.

Candidates enrolled in the program will be encouraged to transition to another MAT program and for those who do not transition plans will be developed to complete coursework. Students who enroll in the MAT Secondary Education program can acquire special education certification through enrollment in approximately four additional courses.

The termination of this program will have no effect on other academic programs in the department, college, or university. No faculty will be affected by the program termination.

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 for approval to terminate the Master of Arts in Teaching degree program (Secondary Education and Special Education Mild/Moderate Grades 6-12).
April 8, 2013

Dr. Sandra Woodley
System President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Woodley:

Nicholls State University requests consideration and approval of the enclosed items to be placed on the agenda for the April 29-30, 2013, meeting of the Board of Supervisors for the University of Louisiana System:

Termination of the Master’s of Arts in Teaching
(Secondary Education and Special Education Mild/Moderate Grades 6-12)

Thank you for your assistance in this matter.

Sincerely,

[Signature]

Stephen T. Hulbert
President

STH/ad

Attachment

cc: Mr. Larry Howell, Executive Vice President
Dr. Laynie Barrilleaux, Vice President for Academic Affairs
Dr. David Boudreaux, Vice President for Institutional Advancement
Dr. Eugene Dial, Vice President for Student Affairs and Enrollment Services
Mr. Mike Naquin, Associate Vice President for Finance and CFO
Mr. Mike Davis, Assistant Vice President for Facilities
Dr. Stephen Michot, Faculty Senate President and Faculty Association Representative
Mrs. Stacy LeJeune, Internal Auditor
**Request to Terminate an Academic Degree Program or Administrative/Research Unit**

1. **Institution** Nicholls

2. **Type of Termination (check one)**
   - [X] A. Academic Program (If A, complete all remaining sections)
   - _____ B. Administrative Unit (If B, skip sections 3, 4, 5, and 6)
   - _____ C. Research Unit – Center or Institute (If C, skip sections 3, 4, 5, and 6)

3. **Degree Designation. (BA, MS, PhD, etc.)**
   MAT

4. **Title and CIP Code.**
   Master's of Arts in Teaching (Secondary Education & Special Education Mild/Moderate Grades 6-12) 13.1001

5. **Semester/year at which no new enrollments will be accepted.**
   Summer 2013

6. **Teach-out plan, including semester/year at which reporting of degrees shall cease.**
   Candidates will be encouraged to transition to another MAT program and for those who do not transition, plans will be developed to complete course-work.

7. **Reason for request. (Ex: low demand, job opportunities, changing focus, program duplication, loss of funding sources, etc.)**
   **Explanation:** This is a program duplication. There is an MAT Secondary Education program. Candidates can acquire special education certification through enrollment in approximately four additional courses.

   *Include statements which address the impact of the termination upon remaining programs/units (if applicable). For example, a request to terminate the Department of Chemistry should also include information about the academic programs in that Department – will they be maintained or terminated as well? If maintained, where will they reside? Will the department maintaining these programs be re-named? How will this further affect the administrative structure at the institution? Append documentation to this form.*

8. **If collaboration with other institutions is involved, identify partners. Each participating institution must submit a separate request form.**
   N/A

9. **Program/Unit Contact (name, title, email address, telephone number)**
   Leslie Jones; Dean of Education; Leslie.jones@nicholls.edu; 985-448-4325

   **Campus Head:**
   [Signatures]
   **Date:** 4/8/13

   **Management Board:**
   [Signatures]
   **Date:**

For Academic Program Termination: note the SACS/COC requirements (Substantive Change) for notification, teach-out plan/agreement, and request for SACS approval following BOR approval. Send BOR/AcAIf a copy of the SACS/COC response to finalize the action.
Item E.9. Southeastern Louisiana University’s request for approval of Vision 2017 Strategic Plan.

EXECUTIVE SUMMARY

As required by House Concurrent Resolution No. 30 of the 2011 Regular Session of the Louisiana Legislature and in accordance with the role, scope, and mission of the institution as defined by the Board of Regents, Southeastern Louisiana University is requesting approval of its strategic plan for 2017. *Vision 2017 Strategic Plan* includes statements of the University’s mission, core values, and strategic priorities. Vision 2017 is consistent with the University’s GRAD Act performance objectives and its Institutional Role, Scope and Mission as confirmed by the Louisiana Board of Regents.

Vision 2017 is the result of a comprehensive review process conducted by Southeastern’s University Planning Council, a broad-based group representing faculty, staff and students. The University’s strategic plan has also been vetted with community leaders. The proposed statements have been reviewed by Southeastern’s community and will be included, if approved, in the University’s catalog, institutional master plan, and on the website.

Mission
The mission of Southeastern Louisiana University is to lead the educational, economic, and cultural development of southeast Louisiana.

Core Values
- Excellence: Continually striving for the highest level of achievement; overcoming challenges with reflection, improvement, innovation and reinvention.
- Caring: Serving the needs of others with respect, understanding and compassion; affirming the difference among individuals, values and ideas.

Strategic Priorities
- To engage a diverse population of learners with powerful experiences.
- To spearhead collaborative efforts.
- To foster a climate that nurtures relationships and engages people in the life of the University.
- To prepare the University community to thrive in a global society.
- To increase, diversify, and manage funding effectively.
- To communicate the University’s identity and value.
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 Southeastern Louisiana University’s request for approval of Vision 2017 Strategic Plan.
April 3, 2013

Dr. Sandra Woodley  
President, University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Woodley:

Southeastern engages in an ongoing strategic planning process which provides an overarching framework that guides the activities and initiatives of the university. While the strategic plan is routinely monitored to ensure relevancy, every three to five years the plan is subjected to a comprehensive review.

The attached Vision 2017 for Southeastern Louisiana University is the result of a comprehensive review process conducted by our University Planning Council, a broad-based group representing faculty, staff and students. Vision 2017 for Southeastern Louisiana University has also been vetted with community leaders.

The mission statement, core values and six strategic priorities that constitute Vision 2017 provide the framework for establishing programmatic priorities, making resource allocation decisions and conducting assessment of institutional effectiveness. Vision 2017 is consistent with our GRAD Act performance objectives and our Institutional Role, Scope and Mission as confirmed by the Louisiana Board of Regents.

Southeastern’s year of record for our SACS accreditation reaffirmation process is 2012-13. SACS accreditation standards require institutions to document an ongoing strategic planning process, and for the institution’s strategic plan and priorities to be approved by the management board.

Accordingly, I respectfully request that this item be placed on the agenda for the April meeting of the Board of Supervisors. Please let me know if there are any questions, or if any additional information is desired.

Sincerely,

John L. Crain  
President
Vision 2017
Southeastern Louisiana University’s Strategic Plan

Mission Statement

The mission of Southeastern Louisiana University is to lead the educational, economic and cultural development of southeast Louisiana.

Core Values

Core Values are the underpinning of a university’s culture and character, and serve as the foundation on which everything else is built. Southeastern Louisiana University’s core values of Excellence and Caring reflect who we are and what you can expect from us.

EXCELLENCE:
Continually striving for the highest level of achievement; overcoming challenges with reflection, improvement, innovation and reinvention.

CARING:
Serving the needs of others with respect, understanding and compassion; affirming the differences among individuals, values and ideas.

Guided by our core values, Southeastern creates engaging learning opportunities such as residential, distance education and international experiences that extend knowledge and its application in the classroom and beyond.

Southeastern uses technology to provide access to global ideas and information, to an interactive world of knowledge creation and sharing, and to a wealth of online collaboration and communication.

Strategic Priorities

1. To engage a diverse population of learners with powerful experiences.
   1.1 The University will provide relevant curricula, emphasizing scholarship and an innovative, engaging pedagogy that creates an intellectually stimulating environment.
   1.2 The University will expand an aggressive and effective recruiting program that attracts and enrolls highly qualified and diverse students.
   1.3 The University will provide programs, services, resources and infrastructure that maximize student success and degree completion.
   1.4 The University will recruit, retain, develop, engage, and support a diverse and well-qualified faculty and staff.
   1.5 The University will create an environment that promotes accessibility and safety, and supports understanding and acceptance of human differences.
   1.6 The University will offer distance learning courses, programs and technologies that are responsive to student needs.
   1.7 The University will offer a broad array of non-degree educational, economic, and cultural activities that meet the changing needs of the region.
1.8 The University will offer undergraduate and graduate degree programs and post-degree certificate programs to meet regional needs.

2. **To spearhead collaborative efforts.**
   2.1 The University will partner with area K-12 schools through programs such as dual enrollment.
   2.2 The University will increase the number of community college transfer students.
   2.3 The University will enhance its partnership with Northshore Technical Community College.
   2.4 The University will expand interaction with business, community and educational groups.
   2.5 The University will enhance international partnerships.

3. **To foster a climate that nurtures relationships and engages people in the life of the University.**
   3.1 The University will offer a broad array of athletic, cultural, and community events and programs.
   3.2 The University will enrich relationships through interactive communication.

4. **To prepare the University community to thrive in a global society.**
   4.1 The University will include more global perspectives in its curricula.
   4.2 The University will increase the presence on campus of students from outside the region and country.
   4.3 The University will promote student/faculty exchanges with international institutions.

5. **To increase, diversify and manage funding effectively.**
   5.1 The University will effectively manage its share of state appropriations.
   5.2 The University will increase alternate sources of revenue.
   5.3 The University will expand sustainability efforts as a means of reducing costs and enhancing educational opportunities for students.

6. **To communicate the University’s identity and value.**
   6.1 The University will identify and promote its strengths.
   6.2 The University will develop and implement an integrated marketing and communication plan.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

JOINT ACADEMIC AND STUDENT AFFAIRS
AND FINANCE COMMITTEE

April 30, 2013


EXECUTIVE SUMMARY

The Board of Regents conducts periodic academic program reviews as an important way to enhance efficiencies in the postsecondary system. These reviews examine programs for duplication, viability, and self-sufficiency. In response to the 2013 Enhanced Academic Program conducted by the Board of Regents (BoR), the campuses of the University of Louisiana System reviewed academic programs that were deemed “low completers.” The campuses requested a specific course of action for each program on the list. Available actions included Termination, Consolidation, Collaboration, or Continuation. With each request, campuses had to submit documentation regarding program productivity and, if appropriate, describe anticipated changes to increase recruitment and graduation.

Requests from the campuses were submitted to the University of Louisiana System for review and endorsement. The campuses and ULS staff recommended that, of the 28 programs identified as low completer programs, four of these programs be terminated, and one program be consolidated with an existing program. The remaining programs were requested to be continued.

In addition, ULS campuses voluntarily requested action on five degree programs; two terminations and three consolidations were requested.

BoR staff has reviewed all requests. Attached is a report provided by the Board of Regents for programs offered at UL System institutions. Their recommendations are in 100% concurrence with campus requests. Upon final approval by Regents at their April meeting, the campuses will proceed to take action as required by the Board of Regents.

This is a report only and no action by the Board is necessary.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

JOINT ACADEMIC AND STUDENT AFFAIRS
AND FINANCE COMMITTEE

April 30, 2013

Item E.11. Northwestern State University’s request for approval of a Renewal Agreement for Bookstore Services with Barnes & Noble College Booksellers, LLC.

EXECUTIVE SUMMARY

Northwestern State University is requesting approval to exercise its 5-year renewal option in the current contract for bookstore operations with Barnes & Noble College Booksellers, LLC. The renewal is an additional 5-year term provided for in the current agreement, which currently extends from July 1, 2008 through June 30, 2013. The Renewal Agreement for Bookstore Services between Northwestern State University and Barnes & Noble College Booksellers, LLC, provides the following changes:

- The current contract will be extended from July 1, 2013 to June 30, 2018.
- Commission rates will increase from 7% to 10% of gross sales up to $2,500,000 and from 10% to 11% for gross sales over $2,500,000.
- Barnes & Noble will provide a one-time signing bonus of $150,000, to be used at the discretion of Northwestern State University.

Legal counsel for the University of Louisiana System has reviewed the two-page renewal agreement.

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 Northwestern State University’s request for approval of a Renewal Agreement for Bookstore Services with Barnes & Noble College Booksellers, LLC.
April 5, 2013

Dr. Sandra Woodley, President
University of Louisiana System
1201 North Third Street, 7-300
Baton Rouge, LA 70802

Re: Bookstore Contract Renewal

Dear Dr. Woodley:

Northwestern State University is submitting the attached Renewal Agreement for Bookstore Services between Northwestern State University and Barnes & Noble College Booksellers, LLC to be placed on the agenda for approval at the April 2013 Board meeting.

The University is requesting to exercise its 5-year renewal option in the current contract for bookstore operations with Barnes and Noble College Booksellers, LLC. The renewal is an additional 5-year term. The following are the highlights of the changes in the proposed renewal.

- $150,000 in capital investment
- Commission rates will increase from 7% to 10% on sales. Estimated auxiliary revenue increase is $66,000.

Thank you for your consideration.

Sincerely,

Randall J. Webb
President

RJW/pc

Attachment
Renewal Agreement for Bookstore Services
between
Northwestern State University
and
Barnes & Noble College Booksellers, LLC

The current contract between Northwestern State University & Barnes & Noble College Booksellers, LLC for bookstore services is hereby extended from July 1, 2013-June 30, 2018 under the following conditions:

1. Percentage of Sales:

On an annualized basis, Barnes & Noble will pay Northwestern State University the following applicable percentage of gross sales at the Bookstore.

10.0% of gross sales up to $2,500,000
11.0% of all gross sales over $2,500,000

In any contract period that is less than a complete year; the payments shall be based on the percentage of gross sales at the Bookstore.

(Gross sales shall be defined as all collected sales at the Bookstore, including textbook rentals and all sales from your bookstore website, less voids, refunds, sales tax, discounted departmental sales, handling fees associated with non-return of rental textbooks, campus debit card fees, computer hardware, discounted faculty/staff sales, pass-through income, and other merchandise mutually designated as non-commissionable, etc. When Barnes & Noble sells digital content as an agent, Barnes & Noble's agency fee shall be the applicable gross sales for such digital content, and such agency fee shall be included as part of gross sales.)

If annual gross sales of the Bookstore shall materially decline as a result of declining enrollment (i.e., decrease 5% or more), public legislation, other conflicting campus agreements, material changes in school policies or the business model of the industry, such as digital books, sales directly from the publisher, or other reasons outside of the control of Barnes & Noble, Northwestern State University agrees to negotiate in good faith with Barnes & Noble an appropriate reduction in the payments set forth above.

2. Signing Bonus:

Barnes & Noble will provide a $150,000 one-time signing bonus to be used at the discretion of Northwestern State University. Barnes & Noble will amortize this investment on a straight-line basis over the 5 year period of this agreement. Should Northwestern State University cancel or fail to renew this agreement before the end of that period, then Northwestern State University shall reimburse Barnes & Noble for any amount of the investment not yet amortized.

3. Barnes & Noble will be setting rental fees for each title, and any given title's fee may vary as a percentage of the retail selling price.
4. Confidentiality:

Each party agrees that the financial and other terms of this agreement shall be kept confidential and such terms may be disclosed to a third party only as required by law, including any public record disclosure law (but only after giving effect to all applicable exemptions), or as necessary to perform the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands as at the day and year written below.

Northwestern State University

By: [Signature]
Name: Dr. Randall J. Webb
Title: President
Date: 04/05/13

Barnes & Noble College Booksellers, LLC

By: [Signature]
Name: Kimberly Otte
Title: Northwestern State University
Date: 26 March 2013

Date: March 25, 2013
Item E.12. Southeastern Louisiana University’s request for approval of a revised Affiliation Agreement with University Facilities, Inc.

EXECUTIVE SUMMARY

The Board of Supervisors for the University of Louisiana System Policy and Procedures Memorandum FB-IV.(4a) requires an agreement or memorandum of understanding between a university and any non-profit 501(c)(3) organization that wishes to be affiliated with that university. Each affiliated organization must be under the management and control of a board of directors elected by the contributing members or shareholders of the corporation. University employees may not comprise a voting majority of the affiliate’s board [R.S. 17:3390(B)(1)]. In addition, university employees should not serve as officers of the affiliate.

Affiliated non-profit organizations that exist to serve and benefit universities must make it clear that they are separate and independent from the public universities they support. Yet, these organizations must remain accountable to the citizens, alumni, and contributors who support the university’s institutional goals and initiatives. To ensure that the universities and their affiliated organizations have a clear understanding of their legal, moral, and financial responsibilities, each university and affiliate shall enter into a memorandum of understanding or affiliation agreement that will be approved by the Board of Supervisors for the University of Louisiana System.

Southeastern Louisiana University and University Facilities, Inc. request permission to enter into a revised Affiliation Agreement for the period February 26, 2013 to January 31, 2018.

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 Southeastern Louisiana University’s request for approval of a revised Affiliation Agreement with University Facilities, Inc.**
April 3, 2013

Dr. Sandra Woodley  
President, University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, Louisiana  70802

Re: Affiliation Agreement with University Facilities, Inc.

Dear Dr. Woodley:

Southeastern Louisiana University is requesting to place on the Board Agenda for its April 29, 2013 meeting, the approval of the updated Affiliation Agreement between Southeastern Louisiana University and University Facilities, Inc. with whom the University has been affiliated with since 1999.

Your consideration of this request is greatly appreciated.

Sincerely,

[Signature]

John L. Crain  
President

Attachment
AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 26th day of February, 2013 by and between Southeastern Louisiana University (herein called “University”), represented by Dr. John L. Crain, and University Facilities, Inc., a non-profit organization (herein called “Facilities Corp.”), whose address is SLU Box 10746, Hammond, LA 70402, herein represented by Mr. Phil Livingston;

WHEREAS, the Facilities Corp. renders invaluable support to and works closely with the University; and

WHEREAS, the Facilities Corp., uses the University’s name in carrying out its functions, and in some cases, uses University facilities and personnel, or resources in raising funds for and otherwise supporting the University and its programs; and

WHEREAS, because of the close association of this Facilities Corp. with the University, it is prudent and beneficial to have a clear statement, agreed upon by the parties, of the responsibilities, authority, and the relationship of the University and this related Facilities Corp.; and

WHEREAS, it is therefore, appropriate that the University and this Facilities Corp. document clearly the relationship between the University and the Facilities Corp. and their respective responsibilities and authority; and

WHEREAS, because this Facilities Corp. is often closely identified with the University, if not in fact, at least in the perception of citizens, alumni, and contributors to the support and development of the University, it is important that the University and the Facilities Corp. agree to the standards and procedures for accounting for and auditing accounts of the Facilities Corp. while at the same time preserving the private and independent status of the Facilities Corp..

NOW, THEREFORE, the parties agree as follows:

A. The purpose of the Facilities Corp. shall be to acquire, renovate, rehabilitate, repair, construct, develop, manage, lease as lessor or lessee, mortgage, and/or convey residential, classroom, administrative and other facilities on the campus of the University. In carrying out this objective and purpose, the Facilities Corp. shall have and enjoy every power and authority granted by the Louisiana Nonprofit Corporation Law.

B. The Facilities Corp. shall have the following duties and responsibilities:

(1) Receive, hold, invest, and administer property and to make expenditures to support programs and activities designed to advance, promote, or otherwise benefit the University. The Facilities Corp. has been formed for non-profit activities and not for pecuniary profit or financial gain.
AFFILIATION AGREEMENT

(2) Provide support to the University. Therefore, the Facilities Corp. may not engage in activities contrary to this objective. In addition, the acts, deeds, functions, and activities of the Facilities Corp. shall in no way conflict with the authority of the University.

(3) Expend funds for establishment and operation of the Facilities Corp. and for any expenses incidental to the conduct of the affairs of the Facilities Corp.

(4) Reimburse, either directly or through in-kind services, the cost of housing, personnel, which personnel shall remain public servants for all purposes, and other support furnished to the Facilities Corp. by the University pursuant to La. R.S. 17:3390B(3).

(5) Under no circumstances shall any of the net earnings or assets of the Facilities Corp. inure to or be distributed to the benefit of its directors, officers, or other private persons, except that the Facilities Corp. shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the overall purpose of the Facilities Corp.

(6) Establish and implement a system of controls that ensures compliance with all applicable laws and regulations, specifically state and federal laws regarding the non-profit, tax-exempt status of the entity.

C. Duties, functions, and responsibilities of the University include:

(1) The University shall accept assets from the Facilities Corp. for the purpose of promoting the well-being and advancement of the University and all the colleges, schools, departments, and divisions comprising it and to develop, expand, and improve the University’s curricula, programs, and facilities so as to provide greater educational advantages and opportunities; encourage teaching, research, scholarship, and service; and increase the University’s benefits to the citizens of the State of Louisiana and the United States of America.

(2) The University shall use such assets in accordance with the terms and conditions as may be imposed by the University, bond covenants, testators and donors, within the limits of the law.

D. Services to be performed:

(1) By the Facilities Corp.:
AFFILIATION AGREEMENT

(a) The Facilities Corp. agrees to perform services consistent with its mission generally and as specifically set forth in this Agreement.

(b) May lease property from the University in accordance with La. R.S. 17:3361 for the advancement of the University's mission.

(c) In addition, the Facilities Corp. may perform other services consistent with its overall purpose for the benefit of the University.

(2) By the University:

(a) The University agrees to make available to the Facilities Corp., whenever feasible, facilities, personnel, or other support provided that the University is reimbursed directly or in kind for any costs associated with these items.

E. The books and records of the Facilities Corp. shall be kept in accordance with generally accepted accounting principles and shall be audited annually in accordance with generally accepted auditing standards by an independent professional auditor who shall furnish to the University and the legislative auditor copies of the annual audit. All audit findings, audit exceptions, or any misuse of funds shall be reported to the Board of Directors of the Facilities Corp., who shall maintain a written policy regarding the handling and resolution of such occurrences. A copy of the resolution of the problem shall be provided to the Board of Supervisors for the University of Louisiana System. The Facilities Corp. shall take appropriate corrective action to remedy such occurrences. The Facilities Corp. must submit audited financial statements and management letter to the University within 120 days of its year-end.

F. In the case that the Facilities Corp. is acting as a depository for public funds, said funds shall be audited annually by an independent professional auditor in accordance with generally accepted auditing standards and other agreed upon procedures, if any, as required by the legislative auditor, the Board of Supervisors, and the Board of Regents. The professional auditor shall furnish the University and the Board of Supervisors, as well as the legislative auditor and the Board of Regents, if necessary, copies of the annual audit. All audit findings or exceptions involving public funds or the misuse of public funds, shall be reported without delay to the Board of Supervisors for appropriate action, with a copy to the President of the University, and to the Tangipahoa Parish District Attorney's Office. The Board of Supervisors may require specific corrective action as it deems necessary in order to protect the integrity of public funds held by the Facilities Corp. The Board may also demand the immediate withdrawal of some or all public funds on deposit with the Facilities Corp.
AFFILIATION AGREEMENT

G. Either party may, upon 90 days prior written notice to the other, terminate this agreement. Notwithstanding the foregoing, either party may terminate the Agreement in the event the other party defaults in the performance of its obligations and fails to cure the default within a reasonable show cause notice.

H. Should any substantial misuse of funds or fraudulent activity on the part of the Facilities Corp. be discovered, the University may at its discretion, terminate this Agreement. In such case, the Facilities Corp. shall be prohibited from using the University’s name to solicit donations, enter into any real estate transaction, or used for any other purpose and shall not in any way represent to alumni, contributors, and the general public that the Facilities Corp. is affiliated with the University or any of the colleges, schools, departments, and divisions comprising it.

I. If this Agreement is terminated by the University or by operation of law, any transactions entered into by the Facilities Corp. prior to the receipt of such notice shall be binding upon the University. Should the Facilities Corp. choose to terminate this agreement, the university may require the Facilities Corp. to pay debt it holds on behalf of the Facilities Corp. in like manner.

J. Nothing in the Agreement shall be construed as to invalidate or restrict the Facilities Corp.’s private and independent status.

K. The initial term of this Agreement shall be from February 1, 2013 to January 31, 2018. Thereafter, this Agreement shall be subject to annual review and approval by the president of the university, who shall make known any objections or recommended changes no later than 30 days prior to the current expiration date. Under such given notice, the Agreement will continue on a month-to-month basis until accord is reached by the parties or the Agreement is terminated as provided herein. If no changes are recommended, the terms of this Agreement shall be extended automatically without further action by the parties for the ensuing 12-month period.

L. Should the Facilities Corp. cease to exist, fail to maintain an affiliation agreement with the University, or the affiliation agreement is terminated by either party, all Facilities Corp. funds shall become the property of the University or other affiliated organizations approved by the University in accordance with donor intent.
AFFILIATION AGREEMENT

M. Whenever any notice or demand is required or permitted under this Agreement, such notice or demand shall be given in writing and delivered in person or by certified mail to the following addresses:

University: Southeastern Louisiana University
Office of the President
SLU 10784
Hammond, LA 70402

Facilities Corp.: University Facilities, Inc.
SLU 10746
Hammond, LA 70402

N. This agreement constitutes the entire Agreement between the parties and shall be amended in writing, executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

WITNESSES:

[Signatures]

By: [Signature]
President
Southeastern Louisiana University

WITNESSES:

[Signatures]

By: [Signature]
Chairperson
University Facilities, Inc.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

JOINT ACADEMIC AND STUDENT AFFAIRS
AND FINANCE COMMITTEE

April 30, 2013

Item E.13. University of Louisiana at Monroe’s request for approval to change the following approved Endowed Professorships to Endowed First Generation Scholarships:

   a) James E. Cofer, Sr. Endowed First Generation Scholarship
   b) Deborah J. Cofer Endowed First Generation Scholarship

EXECUTIVE SUMMARY

In 1989, the Louisiana Legislature created the Louisiana Education Quality Support Fund, referred to as “8g,” which provides for a $400,000 matching grant to be awarded upon receipt of $600,000 in private donations for the establishment of an endowed chair. The law further requires that the appropriate management board authorize the establishment of such endowments prior to submission to the Board of Regents for matching funds.

University of Louisiana at Monroe requests approval to change the James E. Cofer, Sr. Distinguished Professorship in Undergraduate Education and the Deborah J. Cofer Distinguished Professorship in Undergraduate Education to the James E. Cofer, Sr. Endowed First Generation Scholarship and Deborah J. Cofer Endowed First Generation Scholarship.

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 University of Louisiana at Monroe’s request for approval to change the following approved Endowed Professorships to Endowed First Generation Scholarships:

   a) James E. Cofer, Sr. Endowed First Generation Scholarship
   b) Deborah J. Cofer Endowed First Generation Scholarship
March 25, 2013

Dr. Jim Purcell
Commission of Higher Education
Louisiana Board of Regents
P. O. Box 3677
Baton Rouge, LA 70821-3677

RE: Board of Regents Support Fund Program
    James E. Cofer, Sr. Endowed First Generation Scholarship

Dear Dr. Purcell:

I respectfully request approval of the Board of Regents for the establishment of the James E. Cofer, Sr. Endowed First Generation Scholarship.

Enclosed are properly executed affidavits required under the Louisiana Board of Regents "Regulations for the Board of Regents Support Fund for Endowed Chair/Professorship/Endowed Scholarship Program," which certify that The University of Louisiana at Monroe has deposited with of JPMorgan Chase Bank NA $60,000 to establish the James E. Cofer, Sr. Endowed First Generation Scholarship.

In accordance with the established conditions for transfer of the State Matching Fund, I hereby certify the following:

A. Matching funds were contributed to ULM after July 1, 1989.

B. These contributions will be dedicated for the purposes of the James E. Cofer, Sr. Endowed First Generation Scholarship.

Thank you for your assistance.

Sincerely,

Nick J. Bruno
President

Cc: Dr. Sandra Woodley

ml
Enclosures

Office of the President • 700 University Avenue • Monroe, LA 71209-3000
Phone: (318) 342-1010 • Fax: (318) 342-1019
A Member of the University of Louisiana System • AA/EOE
March 26, 2013

Dr. Nick J. Bruno, President
University of Louisiana at Monroe
700 University Avenue
Monroe, LA 71209

Dear President Bruno:

To honor the services of former ULM President James E. Cofer, Sr., the University of Louisiana Foundation (ULM Foundation) Board of Trustees provided the $60,000 necessary to establish the James E. Cofer, Sr. Distinguished Professorship in Undergraduate Education and submitted it for a $40,000 Board of Regents Support Fund match in September, 2010.

With increased emphasis now on providing scholarship funding to recruit and retain our students and leaders of tomorrow, paralleled with enhanced opportunities for expedited matching funds, the ULM Foundation Executive Committee met on March 5, 2013, and approved converting the above-mentioned endowment to the James E. Cofer, Sr. Endowed First Generation Scholarship.

We appreciate your submitting this confirmation of the ULM Foundation’s action, along with our request to receive matching funds as available for this new First Generation Scholarship endowment honoring Dr. Cofer.

Sincerely,

Anne A. Lockhart
Interim Executive Director
ULM Foundation
Item E.14. University of New Orleans’ request for approval of a Lease Agreement with Follett Higher Education Group, Inc. for the operation of the University Bookstore.

EXECUTIVE SUMMARY

The University of New Orleans is requesting approval of a lease agreement with Follett Higher Education Group, effective July 1, 2013. The general terms of the Bookstore agreement with Follett Higher Education Group and lease are listed below.

Lease term is for ten (10) years, commencing on July 1, 2013, and thereafter the agreement may be extended for one additional five-year period by mutual agreement of the parties. The following financial commitments apply:

- Follett will remit to University a base rent annual guarantee as follows:

  Year 1  $450,000
  Year 2  $400,000
  Years 3-10  $350,000

- Follett will pay commission to the University if commission amounts exceed the base rent annual guarantee, as follows:

  14% of Gross Revenue up to $3,000,000; plus
  15% of Gross Revenue over $3,000,000, but less than $5,000,000; plus
  17% of Gross Revenue over $5,000,000

- Follett will make a $250,000 one-time payment to the University within thirty days of the execution of the lease agreement. This payment is in addition to all rent and commissions.

- Follett will reimburse University up to $20,000 each year for utilities and other operating services.
Follett will provide University with $2,000 annually in general scholarship contributions and $2,000 annually in textbook scholarships. These scholarships will be administered by the University.

Follett will make $210,000 in modifications to the retail space of the leased premises. Modifications will be made over the course of the agreement.

Follett will spend up to $40,000 for the installation of the JDA/Windows point-of-sale system and bookstore management system.

Follett commits to other benefits and various discounts to University faculty and staff.

The University is not terminating any classified employees. Follett will reimburse the University for the existing employees until they leave University employment. In drafting this agreement, the University has consulted with the Civil Service Commission and will obtain approval before proceeding with the arrangement.

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 the University of New Orleans’ request for approval of a Lease Agreement with Follett Higher Education Group, Inc. for the operation of the University Bookstore.

BE IT FURTHER RESOLVED, that the University of New Orleans shall obtain final review and approval 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 the President of the University of New Orleans is hereby designated and authorized to execute any and all documents necessary to execute this agreement.

AND FURTHER, that the University of New Orleans will provide the System Office with copies of all final executed documents for Board files.
April 22, 2013

Dr. Sandra K. Woodley  
President  
University of Louisiana System  
1201 N. Third Street, Suite 7-300  
Baton Rouge, LA 70802

Dear President Woodley:

On behalf of the University of New Orleans, I would like to submit for your consideration a lease agreement with the Follett Higher Education Group, Inc. to operate the University Bookstore.

A copy of the lease agreement is enclosed.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Dr. Peter Fox  
President
LEASE AGREEMENT
FOR THE OPERATION OF THE UNIVERSITY BOOKSTORE

State of Louisiana
Parish of Orleans

THIS AGREEMENT (the “Lease Agreement”) made and entered into effective as of the 1st day of July, 2013 (“Effective Date”) by and between

THE UNIVERSITY OF NEW ORLEANS, a member of the University of Louisiana System, herein represented by Dr. Peter J. Fos, President, with a mailing address of 2000 Lakeshore Drive, New Orleans, LA, 70148

(hereinafter referred to as “Lessor”); and

FOLLETT HIGHER EDUCATION GROUP, INC., herein represented by Gerald Sullivan, Vice-President of Marketing, Southern Region, with a mailing address of

(hereinafter referred to as “Lessee” or “Follett”); and

provides as follows:

WITNESSETH:

WHEREAS, in response to a Request for Proposal for the Lease of Space for the Operation of the University Bookstore (hereinafter referred to as “Bookstore” or “Store”, Request for Proposal No. RDB2303 (herein referred to as “RFP”), Follett has been selected as the Lessee;

WHEREAS, the Lessor’s operation of a bookstore at the University of New Orleans Campus (“University”, “UNO”, or “Campus”) provides needed services for students, faculty, and staff, provides a revenue generating auxiliary for the University, contributes to the social environment of the University and plays a role in the recruitment, retention, and overall satisfaction of the University’s students; and

WHEREAS, University enters into this Lease Agreement in accordance with the authority set forth in Louisiana Revised Statutes 17:3361, et seq., which requires, in particular part, construction by Lessee of improvements upon property owned by University, for the benefit of University, its faculty, students, and staff.
WHEREAS, the parties hereby agree that the terms and conditions of the following documents are incorporated in full except where specified and included in this Lease Agreement:

Original RFP DBD2303 and Addendum # 1

The contents of the proposal submitted by Lessee in response to the RFP DBD2303 ("Proposal")

Clarification letter dated December 11, 2012 to Follett's Proposal

Clarification letter dated December 17, 2012 to Follett's Proposal, except for Follett's response to question number 1, which is rejected because the University prefers Follett's response in its letter dated December 11, 2012.

This Lease Agreement Document

In the event of any conflict in the terms and conditions of the documents, precedence shall be in the reverse order listed above.

NOW THEREFORE, in consideration of (1) Lessee's obligation to construct improvements upon the Leased Premises, (2) the rental to be paid by Lessee during the term of this Lease Agreement, (3) the mutual benefits accruing to the parties under this Lease Agreement, the parties do enter into this Lease Agreement on the following terms and conditions:

**DEFINITIONS**

A. **Academic Year**: University Fiscal Year as defined in "E" below
B. **Agreement**: This Agreement for the Lease Agreement for the Operation of the University Bookstore
C. **Sales**: All sales and/or transactions
D. **Gross Revenues**: All sales made by the Store or the Store's world wide web page, catalog, or mail order function (if any), including text rental fees and replacement costs of rental texts not returned, but excluding any text rental processing fees, less refunds, returns, taxes, commissions earned from graduation regalia, allocations of Follett-funded scholarships, discounted sales to departmental faculty, staff and others under this Agreement, and sales at less than a 20% gross margin, including but not limited to computer system sales (such as software, hardware and components), and consumer electronics (such as mp3 players, digital cameras and e-readers), all as reasonably
calculated by Follett. When Follett sells digital content as agent, Follett’s agency fee shall be the applicable gross revenue.

E. University Fiscal Year: July 1 through June 30 of each year

ARTICLE I
GENERAL OBLIGATIONS

1.0 General Obligations
Lessee shall lease and shall conduct bookstore operations on said Leased Premises (as defined below) and shall conduct bookstore operations on said Leased Premises in accordance with the provisions of this Lease Agreement. Lessee shall construct improvements to the Leased Premises as set forth herein and shall maintain said improvements in accordance with the standards required by this Lease Agreement. In accordance with the provisions of this Lease Agreement, Lessee shall be obligated to furnish and install improvements, movable equipment, trade fixtures, and signage necessary to fulfill its obligations to run a university bookstore. University grants Follett the right, subject to University’s published standards, to use the University’s seal, logotype, and associated trademarks and service marks on the Store’s Internet site, signage and collateral materials, and stationery, soft goods, notebooks, pens, pencils, decals and other goods traditionally sold in college and university bookstores. University will not grant such right to any other online or brick-and-mortar retail bookseller during the term of this Agreement. If University changes its name, seal, or logotype with less than one year written notice to Follett prior to notice to the public, Follett may deduct from any commissions otherwise payable to University Follett’s actual documented cost of all unsold emblematic merchandise on hand at the time of such change. This Section 1.0 does not affect the University Athletics Department, Alumni Department, or other external community affairs programs.

ARTICLE II
PREMISES

2.0 Leased Premises
University shall provide the following described property for Store operations:

11,245 square feet located on the first (1st) floor of the University Center as detailed in Appendix A (Floor Plan)
2.1 Changes in Leased Premises
In the event that University relocates all or any part of the Store operations, University will provide Follett with at least 90 days advance notice of the relocation and will reimburse Follett, within 30 days after Follett's invoice, for Follett's cost of the relocation. In the event that the parties agree to amend the definition of Leased Premises to add or delete areas from the Leased Premises, any lease adjustments, such as Rent increases or decreases, necessary to accommodate such addition or deletion of any part of Leased Premises shall be evaluated and agreed upon by the Lessee and the Lessor. All additions and deletions to the Leased Premises shall be effected by addendum to this Lease and may be approved on behalf of the Lessor by the President of the University or his designee.

ARTICLE III
TERM

3.0 Term
This Lease Agreement is made for a term of ten (10) years, commencing on July 1, 2013, and ending at midnight on June 30, 2023, subject to earlier termination in accordance with the provision of this Lease Agreement. This Lease Agreement may be extended for one (1) additional five (5) year period by mutual agreement of the parties.

ARTICLE IV
RENT, COMMISSION, AND EQUIPMENT REPLACEMENT

4.0 Base Rent Annual Guarantee
Lessee agrees to pay University during the lease term the Base Rent Annual Guarantee of the following amount per year, which payment is guaranteed and payable in four equal payments each July 1st, October 1st, January 1st, and April 1st, during each year of this Lease.

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$450,000.00</td>
</tr>
<tr>
<td>Year 2</td>
<td>$400,000.00</td>
</tr>
<tr>
<td>Years 3-10</td>
<td>$350,000.00</td>
</tr>
</tbody>
</table>

In case of termination of this Lease Agreement other than at year-end, payments under Section 4.0 shall be prorated to the actual date of termination. Follett may offset any amounts owed by University from commissions. This Section 4.0 shall not apply in any year in which
revenues materially decline as a result of University enrollment dropping by 3% or more from the first year of this Agreement, public legislation, other conflicting campus agreements, or material changes in University course materials policies. This Guaranteed Annual Income is based upon the sales provided by University in the RFP. If the reported sales are found to be in error or materially inaccurate, the parties agree to negotiate revised Guaranteed Annual Income amounts.

4.1 **Commission**
Follett shall pay commission to University in an annual amount equal to the sum of:

14% of all Gross Revenue up to $3,000,000.00; plus

15% of any part of Gross Revenue over $3,000,000.00, but less than $5,000,000.00; plus

17% of any part of Gross Revenue over $5,000,000

As used in this Section 4, Gross Revenue is defined as all sales made by the Store or the Store’s world wide web page, catalog, or mail order function (if any), less refunds, returns, taxes, computer systems sales, including, but not limited to, computer hardware, software, mp3 players and mp3 accessories, graduation regalia, and allocations of Follett-funded scholarships, and sales to departmental faculty, staff and other sales at a discount, all as reasonably calculated by Follett. When Follett sells digital content as agent, Follett’s commission shall be the applicable gross revenue. For the purpose of calculating commissions, rental fees are included in the gross revenue calculations, as are replacement costs collected for materials not returned. Any processing fees are not included.

Commission shall be due the University if commission amounts are greater than the Base Rent Annual Guarantees as defined in Section 4.0. Lessee shall pay any commission due in accordance with Section 4.1 annually within fifteen (15) business days of the end of the fiscal year (as previously defined).

4.2 **Store Records**
Follett will keep complete and accurate records of all Store transactions in accordance with industry accounting practices and will provide a statement of Store gross revenue to University monthly for the preceding period. Follett will preserve records of store operations for 5 years from the transaction date, and will make them available for
review, audit and verification by University at the Store upon request on reasonable advance notice during ordinary business hours other than during Store “rush” periods.

4.3 **Services and Utilities**
Lessee will reimburse Lessor for utilities (subject to cap of $20,000.00 per year), garbage removal, telephone service (local and long distance) and other operating services.

4.4 **Equipment Repair and Replacement**
Follett is obligated to acquire and provide any equipment necessary to operate the Store and fulfill Follett’s obligations pursuant to this Lease Agreement. In satisfaction of that obligation Follett may utilize certain University-owned movable equipment, trade fixtures, and signage as agreed to by the parties. A perpetual list of the inventory so utilized by Follett shall be kept by Follett and University. Follett shall determine those items which it wishes to utilize and which shall be placed on the inventory, but to the extent Follett chooses not to utilize University-owned equipment, Follett shall purchase and provide comparable or necessary equipment.

4.5 **Signing Payment**
Follett will make a $250,000.00 one-time payment to the University within thirty (30) days of the execution of this Lease Agreement. This one-time payment is in addition to all rent and commissions. Pursuant to Section 11.3, this contribution will be amortized over a five (5) year period and shall be subject to reimbursement by University to Follett in the event of the University terminating the Lease Agreement for convenience or without cause, or Follett terminating the Agreement for breach.

4.6 **Purchase of UNO Bookstore Credits**
Follett will purchase, upon verification, any usable outstanding credits with publishers or vendors in accordance with Follett’s procedures.

4.7 **Buyout of UNO Bookstore Inventory**
Follett shall purchase from University all salable and rentable merchandise in the Store, including new textbooks, used textbooks, trade, reference and technical books, Rental Program inventory, whether in stock or rented, and general merchandise. Follett will cause all such merchandise to be inventoried by an independent firm. University may observe the inventory if desired. Within ninety (90) days after the completion of the inventory, Follett shall pay University for the merchandise as follows:
a) New Textbooks

1. Follett will purchase new textbooks adopted for the next academic term, in quantities not exceeding course requirements, at standard industry discounts or cost. New textbooks purchased that are not utilized in the next academic term and are not returnable to the publisher will be charged back to University.

2. Follett will purchase new textbooks not adopted for the next academic term, or adopted but in excess of course requirements, at the current wholesale price.

b) Used Textbooks

1. Follett will purchase used textbooks adopted for the next academic term, in quantities not exceeding course requirements, at 50% of the current new retail selling price. Used textbooks purchased that are not utilized in the next academic term and are not returnable to the wholesaler will be charged back to University.

2. Follett will purchase used textbooks not adopted for the next academic term, or adopted but in excess of course requirements, at current wholesale price.

c) Trade, Reference and Technical Books (“Trade Books”)

1. Follett will purchase Trade Books that have been purchased during the past academic year and are returnable to the publisher at standard industry discounts or cost.

2. Follett will purchase Trade Books not meeting these requirements at a price agreeable to University and Follett. Specifically, Follett will consider Trade Books over one year old on a case-by-case evaluation.

d) General Merchandise

1. Follett will purchase general merchandise traditionally sold in college bookstores, purchased in the past academic year, in saleable condition, and not in excessive quantities, at standard industry discounts or cost. Follett defines excessive quantities as the quantity for any merchandise item that could reasonably be sold within one academic year.
2. Follett will purchase general merchandise not meeting these requirements at a price agreeable to University and Follett.

4.8 Scholarship Payments
Follett shall provide $2,000.00 annually in general scholarship contributions, which will be administered by University.

Follett shall provide $2,000.00 annually in textbook scholarships during the term of this agreement in the form of gift cards or as an accounts receivable account. These scholarships will be administered by University.

4.9 Payment
All payments to the University shall be payable to The University of New Orleans c/o the Office of Auxiliary Services and are to be submitted timely to:
   Director of Auxiliary Services
   University of New Orleans
   2000 Lakeshore Drive
   New Orleans, LA 70148
Payments other than base rent and/or commissions are due 30 days from invoice date.

4.10 Late Payments
In accordance with University of Louisiana System PPM FB-IV.(5), if the Lessee fails to make any payment due to the University within ninety (90) days of the due date prescribed by the Lease Agreement, the Lessee shall pay, in addition to the payment, interest on the amount due at the rate established pursuant to Louisiana Revised Statutes 13:4202(B) per year, from the ninety-first day after the due date prescribed in the Lease Agreement.

ARTICLE V
DEPOSIT

5.0 Security Performance Bond
Upon the execution of this Lease Agreement by both parties, Lessee shall provide to Lessor a performance (surety) bond in the total amount of One Million ($1,000,000.00) dollars for the full lease period to insure the successful performance under the terms and conditions of the lease negotiated between Lessee and the University. Bond shall be drawn in favor of the University of New Orleans. Any performance
bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best’s Key Rating guide to write individual bonds up to 10 percent of policyholders’ surplus as shown in the A.M. Best’s Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

**ARTICLE VI**
**PREMISES**

6.0 **Use of Premises**
Lessee has the exclusive right to provide bookstore operations within the Leased Premises as set forth herein and for no other purpose unless agreed to by University. Lessee will conduct itself and cause its personnel to conduct themselves in a careful and prudent manner and not permit the use of the Leased Premises for any purpose other than as set forth herein. University shall not allow any commercial use to be made of Leased Premises other than by Lessee.

**ARTICLE VII**
**CONSTRUCTION AND OWNERSHIP OF IMPROVEMENTS**
7.0 Follett shall make the following commitment to construct, renovate, and/or improve the Leased Premises.

Lessee will invest $210,000.00 in modifications to the retail space. Modifications will be made over the course of the contract. Modifications shall not exceed $210,000.00.

Lessee will spend up to and not exceed $40,000.00 for the installation of the JDA/Windows DSS point-of-sale system and bookstore management system.

These expenditures may include furniture, trade fixtures, and equipment, including point-of-sale equipment, that is readily removable ("Capital Equipment") and Follett and third-party design and project management services, third-party architectural and engineering services, cabling and infrastructure, floor and wall coverings, decorating, lighting, and fixtures that are not readily removable ("Store Remodeling"). Capital Equipment and Store Remodeling each include all replacements, additions and extensions paid for by Follett, whenever installed. All Store Remodeling including all improvements permanently affixed to the Premises and made by Follett at any time during the term of this Agreement shall become the property of the University. Notwithstanding the above, nothing herein releases University from its obligations to pay to Follett any unamortized book value pursuant to Section 11.3. Under no circumstances shall amortization exceed lease term. Prior to the beginning of any construction, Follett shall provide to the University a Performance and Labor and Materials Bond in the amount of any construction contract with the University for any additions, alterations, improvements, and construction made to the Premises.

7.1 Construction of Improvements
a. Lessee shall (1) construct the above described improvements and other facilities improvements in a good and workmanlike manner on the Leased Premises in accordance with plans and specifications approved by the University; (2) procure all necessary permits and governmental approvals for the erection of the improvements and movable equipment, trade fixtures, and signage; (3) provide for labor, services, materials and supplies used of furnished in construction of the improvements and movable equipment, trade fixtures, and signage, and the construction and installation of utility services or other facilities; (4) supervise and control all aspects of the construction, furnishing and equipping of the improvements and the movable equipment, trade fixtures, and signage; and (5) during
construction comply with the provision of the Section 7.1 and with any other applicable provisions of this Lease Agreement. All Store Remodeling must be agreed upon in writing by University and Lessee prior to commencement of any work and must otherwise be made in accordance with this Article VII.

b. Prior to construction, Lessee shall obtain at its own cost and expense, or shall cause its contractor or subcontractors to obtain insurance that is required by Article XII of this Lease Agreement and shall provide a certificate of insurance or other proof of such coverage to Lessor.

c. Lessee shall select and engage a general contractor or contractors duly licensed in Louisiana to perform the contemplated work, who shall be required to provide a performance and labor and materials payment bond with an acceptable corporate surety in the full amount of the applicable contract price. Lessee will, or will cause its contractors or subcontractors to, carry all-risk builder’s risk insurance which shall protect against any damage or loss caused by Lessee or its contractors during the construction up to the full replacement value of any work damaged or destroyed; Lessee shall be responsible for any deductible. In addition, Lessee shall require its general contractor to provide worker’s compensation insurance and general comprehensive liability and automobile liability insurance providing Lessee and University coverage for all claims for bodily injury or property damage arising out of the construction work. Evidence of the recorded construction contract and recorded contractor’s bond recorded with the Recorder of Mortgages for the Parish of Orleans and builder’s risk insurance and liability insurance shall be delivered to the University prior to the commencement of any construction work.

d. Lessee shall secure University’s approval of all plans and specifications for the construction of the improvements prior to the commencement of any work, which approval shall not be unreasonably withheld.

e. Lessee shall secure prior written approval from Carl P. Linn, Interim Director of Auxiliary Services, for all revisions to plans and specifications exceeding Fifty Thousand and No Dollars ($50,000.00) prior to any revisions or alterations to the improvements or the plans thereof, which approval shall not be unreasonably withheld.
f. University at all times during construction shall have full access to the Premises in order to inspect the construction site and the progress of the construction of the improvements.

g. Lessee shall provide to the University, upon completion of construction, a clear lien certificate from the Clerk of Court for Orleans Parish; Lessee shall, or shall require its contractors or subcontractors to, bond out or otherwise remove any liens filed against the University or the Premises resulting from the construction within ten (10) days of the filing of said lien.

h. During construction, University shall provide access to public utilities, including gas, electricity, water, chilled water, heating water, sewerage and telephone lines to the perimeter of the site of the Leased Premises. Leased Premises may be individually metered for these utility services. All installation routes for utility services must be approved by the University prior to installation. To the extent that Lessee is responsible for the cost of such utility services, such costs will be Lessee's financial responsibility.

i. Any materials, equipment, and appliances furnished by the Lessee shall be new and of appropriate quality as measured by the general standards of the trade, and any material defects in any material, equipment, or appliances that would cause rejection in terms of generally accepted practices within the trade will be a default under this Lease.

j. Plans and specifications for any additions, alterations, improvements, and/or construction must receive the prior approval from the University (and the Office of Facility Planning and Control, Division of Administration for compliance with the building codes in accordance with LA R.S. 40:1721-1724), before any construction begins. In addition, at no cost to the University, the Office of Facility Planning and Control will review any plans and specifications to ensure compliance with its design and construction standards, and the Office of Facility Planning and Control may participate in regular construction meetings. All construction, alteration, renovation, or additions to the Leased Premises undertaken by the Lessee shall be in conformance with all applicable laws, statutes, codes, rules and regulations, and applicable amendments thereto. All work shall be covered by a written contract with a Performance and Material and Labor Bond in the full amount of the contract.
The building exterior must conform to existing buildings and University's building standards. Requirements are as provided by "Campus Design Guidelines of University of New Orleans". Exterior signage and lighting must be submitted to the University for approval.

7.2 Ownership of Improvements
All improvements permanently affixed to the Leased Premises and made by Lessee at any time during the term of this Lease Agreement are component parts of the Leased Premises. Upon final completion of construction of the improvements all such improvements shall become the property of and belong to the University of New Orleans. Notwithstanding the above, the University shall still be subject to Section 11.3, regarding payment to Follett of the unamortized book value of such improvements. Under no circumstances shall amortization exceed lease term.

7.3 Ownership of Movable Equipment, Trade Fixtures, and Signage
a. Movable equipment, trade fixtures, and signage shall belong to Lessee during the term of the Lease but at the sole discretion of University shall become the property of University at the expiration or at the termination of the Lease. Should University choose not to take ownership, Lessee shall be required to remove movable equipment, trade fixtures, and signage, repairing any damage caused thereby.

b. Certain movable equipment, trade fixtures, and signage may be proprietary to a third party or Lessee and, therefore, not subject to the obligation to transfer ownership to University. To the extent that such items were purchased as a part of Lessee's required construction and/or renovation of the Leased premises, Lessee will credit Lessor with the residual value thereof. Notification of the applicability of this provision to any such items shall be provided to University by Lessee in writing.

c. All personal property acquired by Lessee except movable equipment, trade fixtures, and signage, shall be referred to in this Lease as "Additional Equipment". The Additional Equipment shall remain Lessee’s sole property and may be removed from the Leased Premises upon expiration or earlier termination of this Lease. At University’s option, it may purchase from Lessee at or prior to the expiration or earlier termination of this Lease, all Additional Equipment owned by the Lessee and located on University property at a mutually agreed upon price.

7.4 Lessor’s Supervisory Duties
All work shall be performed to the approval of the University’s Department of Facility Renovation and Design. All equipment installation and removal, and utility connections where required and/or alterations of the Leased Premises will be done to the approval of the University’s Department of Facility Renovation and Design. University shall have no responsibility or liability for the work performed pursuant to this Lease Agreement. All modifications necessary to implement any of Lessee’s capital needs or plans will be the responsibility of the Lessee except for access to utilities otherwise provided herein.

7.5 Future Improvements and Alterations to Leased Premises
All proposed facility improvement must be agreed upon in writing by the Lessee and the President of the University of New Orleans or his designee.

7.6 Records
Lessee must provide complete and accurate records of all costs associated with construction or renovation projects on the University’s campus to the University with those costs associated with permanent improvements separately identified and scheduled from those costs associated with movable equipment, trade fixtures, and signage.

ARTICLE VIII
PREMISES AND OPERATION OF PREMISES

8.0 Access to Premises
Lessee shall have access to the premises assigned or scheduled at reasonable times, as determined and coordinated by the University, throughout the term of the Lease Agreement ending upon expiration or termination. Such access, in the form of keys, will be obtained by the Lessee through the Department of Facility Services, at the expense of Lessee.

Any access provided to the Lessee by the University in the form of keys, electronic access cards, etc. will be the responsibility of the Lessee. Loss, damage or theft of such access materials, requiring replacement of access materials or related equipment, such as locks, electronic card readers, etc., shall be replaced by the University at the sole expense of the Lessee.

8.1 Facilities Décor and Design
Lessee shall provide a bookstore in an attractive, modern, clean, customer friendly physical environment. The physical design and décor
of both the interior and exterior operated on the Leased Premises by
the Lessee shall complement and maintain the physical and visual
integrity of the individual buildings as well as the entire University
campus. Any and all designs and/or décor plans and alterations must
be approved by the University prior to implementation. Lessee’s
operation on the University’s campus must not detract in any way from
the University’s integrity and mission and the appearance of the
University’s campus and facilities.

8.2 Maintenance and Repair of Leased Premises
Lessee is responsible for the daily upkeep and routine maintenance of
the Leased Premises, and is solely responsible for ensuring that
sanitation standards are maintained in accordance with all federal,
state, and local laws or standards.

Lessee will be responsible for all costs and maintenance of insect and
pest control in all Leased Premises. The cost of this service will be paid
by Lessee.

8.3 Equipment and Supplies Provided by UNO
University will permit Lessee to utilize certain equipment and supplies
owned by University in accordance with the provision set forth herein
below. No University owned equipment will be removed from the
premises for any purpose without prior written consent from the
University. Lessee will provide at its own expense any and all
necessary equipment not provided by the University. All equipment
owned by Lessee shall be clearly labeled (including an identification
number) in a manner which distinguishes such Lessee owned
equipment from University owned equipment. Lessee will provide the
University with an annually updated inventory of all equipment owned
solely by the Lessee and located on the Campus.

All costs for repairs and maintenance of University owned equipment
considered part of the inventory of supplies and equipment utilized by
the Lessee shall be borne by the Lessee. The Lessee will provide daily
preventive and on-site maintenance services as scheduled by the
Lessee and agreed upon by the University. Any University owned
equipment utilized by the Lessee which the Lessee deems no longer
useful will be removed from the inventory list charged to the Lessee
and picked up by the University.

8.4 Use of Lessor’s Major Equipment
The parties agree that Lessee may utilize Major Equipment in the
operation of the facilities on the Leased Premises. “Major Equipment”
shall be defined as only items having an original cost of at least $1000.00 before tax. Lessee shall repair and maintain Major Equipment and, when necessary and desirable, shall replace any such Major Equipment that becomes obsolete or unusable. Upon replacement, the item of University’s Major Equipment so removed will be returned to UNO Property Control for disposal or reuse. The new equipment shall become the property of the Lessee.

The inventory list of the University owned Major Equipment shall be binding upon the parties. Based thereon, Lessee will maintain current records of Major Equipment furnished by the University for its use, indicating the addition, replacement and/or removal of University owned equipment in accordance with Louisiana Property Control Regulations. This shall include the completion of an Annual Property/Equipment Report performed by personnel from the University and the Lessee.

8.5 Advertising and Signage
All advertisements to be used by Lessee hereunder, regardless of media used, must be approved by prior written consent of the University. Lessee agrees it will not advertise or promote its relationship with the University or utilize any identifying marks or property of University, nor make representation, either expressed or implied, as to the University’s promotional endorsement of the Lessee’s company unless it has received prior written consent from University. Signage is not permitted on the exterior glass, windows or walls of the Leased Premises without prior written consent of the University. Lessee will maintain any approved advertising and signage materials in good conditions and repair at all times.

8.6 Expense of Operations
Lessee will contract in its own name for those goods, services, and personnel needed to accomplish its obligations under this Lease. Lessee shall not implicate the University as being liable either directly or by inference in any of its business transactions. It shall conduct its business in such a way as to indicate to all third parties that its operations are separate and distinct from the University’s and the University is not liable for its activities.

8.7 Safety and Sanitation
Lessee shall provide daily housekeeping, cleaning, and preventive maintenance of equipment for Leased Premises.

8.8 Hours of Operation
All proposed days and hours or service for the fall, spring, and summer semesters, as well as holidays and academic breaks shall be reviewed and approved in writing by the Office of the Director of Auxiliary Services at least ninety (90) days before the commencement of each fall, spring, and summer semester. Changes to the schedule require the Director of Auxiliary Services’ prior written approval.

Lessee, at the discretion of University may be required occasionally to operate Bookstore on Campus for special events on weekends or holidays. In such event, the parties will mutually agree in good faith, upon the additional hours for which the facility must operate.

8.9 Utilities and Services
Equipment installation and removal, where utility connections are required and/or alterations in University property will be done to the approval of the University's Department of Facility Services; with the University assuming these Facility Services supervisory costs.

The University will be responsible for providing access to electricity, gas, water, sewer service, and air conditioning, where applicable, for the bookstore operation. Where utilities are metered solely for the Lessee's operations, the costs of the metered utilities will be paid monthly, by the Lessee, directly to the University. In those units without metering, a square footage charge will be assessed based upon the costs of metered units per square foot, or other such documented volume usage for a similar area or operation, and paid monthly by the Lessee to the University. Utility charge rates will not be greater than that charged to University auxiliaries, nor shall the charge exceed the University’s direct cost for the purchase and/or generation of utilities and the distribution thereof.

The University will make reasonable efforts to provide continuous provision of utilities. The University will also make reasonable efforts to restore service following an interruption. However, the University will not be liable for any product or revenue loss which may result from the interruption or failure of any such utility services.

University will invoice Lessee for utility services and Lessee will pay University within thirty (30) days thereof (subject to a cap of $20,000 per year).

Lessor will furnish and maintain fire extinguisher equipment and supplies. Lessee will notify University immediately after any fire
extinguisher use of discharge. Lessee will pay for any recharge after use.

8.10 Parking
All parking on campus by Lessee’s personnel, visitors, contractors, subcontractors and vendors will conform to University’s Park and Traffic regulations. Lessee’s personnel, other than University’s students, will be entitled to the same parking privileges at the same cost as University’s personnel. Payment may be by the individual personnel or by Lessee. University cannot guarantee assignment of Lessee’s personnel to gated protected parking lots but will work in good faith with Lessee to provide parking arrangements necessary to Lessee’s operations.

8.11 Inspection of Premises
University shall have the right at any time to inspect the Leased Premises and the operations thereon by Lessee.

8.12 University Regulations
Lessee shall abide by all regulations of University now in effect or adopted hereafter pertaining to Lessee’s operation and activities on the University Campus. University shall provide Lessee with written copies of any such regulations, together with prompt written copies of any updates, changes, or revision thereto.

8.13 Personnel
Lessee shall be required to provide all management and other personnel necessary for the provision of bookstore operations at a level of quality acceptable to the University and Lessee shall be solely responsible for the payment of salaries or wages and benefits.

The following four employees in the University Bookstore are classified by Louisiana Civil Service.

<table>
<thead>
<tr>
<th>Name</th>
<th>Hourly</th>
<th>Base Salary</th>
<th>Years Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Davis, Henrietta T</td>
<td>$10.83</td>
<td>$22,536</td>
<td>13 Yrs 10 Mos</td>
</tr>
<tr>
<td>Forstall, Cindy M</td>
<td>$11.95</td>
<td>$24,852</td>
<td>16 Yrs 02 Mos</td>
</tr>
<tr>
<td>Killeen, Mary</td>
<td>$17.52</td>
<td>$36,444</td>
<td>18 Yrs 03 Mos</td>
</tr>
<tr>
<td>Williams, Ronnie M</td>
<td>$17.94</td>
<td>$37,308</td>
<td>28 Yrs 04 Mos</td>
</tr>
</tbody>
</table>

The basic rules, regulations and conditions of their employment are determined by State Civil Service. Lessee will utilize these employees in its operations under the following conditions:
• Employees who so elect will continue as UNO employees and be paid by UNO. UNO will bill the Lessee for its actual costs for such employees, including fringe benefits at a rate of thirty nine (currently) percent of employee pay
• Conditions of employment will be as they apply to classified employees
• Employees will continue to receive all fringe and other benefits applicable to classified employees

Lessee will reimburse Lessor on a monthly basis for all salaries or wages and benefits for all current classified employees.

As classified employee positions become vacant through normal attrition Lessee may replace such employees with its own employees who shall be subject to such employment conditions as apply to employees of Lessee.

Lessee will look first to the current unclassified UNO Bookstore employees, will interview and consider them for administrative/professional positions.

For all regular full-time store associates hired by Lessee, Lessee will recognize their service with the University of New Orleans’ bookstore as years of service with Lessee for vacation accrual, service awards, and short-term disability. All associates who have one year of bookstore service are also eligible to immediately participate in Lessee’s 401K program.

The University attempts to utilize student personnel whenever possible. Lessee shall give priority to University of New Orleans students, whenever possible, when employing part-time staff.

8.14 Security
Lessee is responsible for and will exercise reasonable security control over all Leased Premises to prevent theft, vandalism, destruction, or other damage to or removal by unauthorized persons of properties, facilities, equipment supplies, and inventory. Lessee will utilize the University’s Police Department for incidences requiring law enforcement services. Lessor will not be held responsible in any way for any such damages, loss, or theft.

8.15 Communications, Computers, and Technological Installations
Lessee shall be responsible for coordinating with the University’s Office of Telecommunications, and Facility Services if needed, for installation, maintenance and expenses incurred for telephone service, data lines,
computers, alarms, equipment, etc. on the premises. Lessee shall make no installations or alterations of installations without the prior written consent of the Office of Computing and Communications and Facility Services. Neither pay phones nor ATM machines will be permitted in the Bookstore.

8.16 Campus Mail
Campus mail services will be provided to on-campus departments for the Intra-University delivery of routing correspondence only. Campus Mail can provide, for a fee, mass mailing for advertising, marketing or other promotional type purposes on the campus. Lessee shall be responsible for all outgoing postal charges, including any related to direct mail processing provided by the University’s contracted mail service or Marketing and Communications Department.

ARTICLE IX
BOOKSTORE SERVICES

9.0 Bookstore Services
Follett shall have the exclusive right, free from any alternate source endorsed, licensed or otherwise approved or supported by University (whether on campus, by catalog or through electronic commerce, including hyperlinks to alternate sources) to buy, sell, rent and distribute (including the right to select vendors) merchandise and services traditionally offered in college and university bookstores, including but not limited to, textbooks, jewelry, clothing (whether or not emblematic), school supplies, desk and dorm accessories, gifts, souvenirs, graduation regalia (sale and rental), course-adopted software and paper and electronic custom anthologies, and textbook buybacks. Follett shall also have right of first refusal to fulfill any distance learning instructional and ancillary materials required by University during the term of this Lease Agreement. This Section 9.1 does not prohibit sales by student groups, student government organizations, Alumni Affairs, and Athletics. Follett shall provide the following services:

a. Follett shall provide Textbook Services for Faculty, Students, Distance Learners, and the Office of Disability Services as described in the Proposal.

b. Follett shall provide Trade Book Services as described in the Proposal.
c. Follett shall provide Merchandise Services as described in the Proposal.

d. Follett shall provide Cap and Gown Sales and Rentals as described in the Proposal.

e. Follett shall provide Software Sales as described in the Proposal.

f. Follett shall provide a Textbook Rental Program as described in the Proposal.

g. Follett shall provide and E-Commerce Solution as described in the Proposal.

h. Follett shall provide a Textbook Buyback Program as described in the Proposal.

9.1 University will require its faculty and staff to provide Follett with timely and accurate textbook adoption information.

9.2 Follett will extend credit to University for financial aid and departmental charge accounts in accordance with the terms set forth in Follett’s standard credit application. University will furnish to Follett all required information and will pay all accounts within 30 days of invoice, or will pay applicable late charges as allowable by Louisiana regulations.

9.3 In operating the Store, Follett will charge industry standard, competitive and fair prices, which, at present, are as follows:

a) On new textbooks and trade books, not more than the publishers’ list price, or a 25% gross margin (cost divided by .75) on net price books and list price books sold to Follett at less than a 25% discount off list, plus freight and handling costs and rounded up to the next quarter.

b) On coursepacks, text “packages,” “kits,” “sets,” and “bundles,” and non-returnable and return-restricted texts, not more than a 30% gross margin (cost divided by .70), plus freight and handling costs and rounded up to the next quarter.

c) On ebooks and other digital content, when Follett determines the end-user price, Follett will follow the same pricing rules applicable
to coursepacks, and when the publisher determines the end-user price and Follett acts as agent, Follett will use the publisher price. 

d) On used books, including cloth, paperback and others, not more than 75% of the new textbook selling prices rounded up to the next quarter.

e) On rental books, Follett will be setting rental fees for each title, and any given title’s fee may vary as a percentage of the retail selling price.

f) On general merchandise, not more than the normal gross profit margin for similar merchandise in the college bookstore industry.

9.4 Follett shall purchase used textbooks year round. Follett shall purchase used textbooks adopted for the next academic term in quantities sufficient to meet course requirements at not less than 50% of the student’s purchase price rounded to the nearest quarter. Follett shall purchase used books not adopted for the next academic term or in excess of course requirements at wholesale prices prevailing in University’s locality rounded to the nearest quarter.

9.5 Follett will accept returns in accordance with the following policies:

a) Non-textbook items in resalable condition may be refunded or exchanged at any time with original receipt.

b) Textbooks in resalable condition may be refunded with receipt within seven (7) calendar days from the start of classes or within two (2) days of purchase thereafter, including during summer term.

c) Textbooks purchased during the last week of classes or during exams may be sold back under the book buyback policy.

d) Computer software may be returned if it is unopened and shrink-wrapped.

e) In addition, upon proof of drop/add, Follett will accept textbook returns from students who have dropped a course up to thirty (30) days from the start of classes or until the end of the official drop/add period, whichever comes first.

9.6 In operating the Store, Follett shall accept as a minimum, MasterCard, Visa, Discover and American Express charge cards. Follett will pay all merchant charges associated with acceptance of these credit cards.

9.7 Follett will provide a proprietary course material rental program ("Rental Program") via individual rental agreements with students ("Student Rental Agreements"). Rental pricing will be determined by Follett. Two types of textbooks will be eligible for adoption in the rental program:
The “National Title List” Textbook. Follett will offer a National Textbook Rental Title List of the textbooks available for rental, which will be updated periodically by Follett (the “National Title List”).

The “Local Program” Textbook. University may select books not on the National Title List to be part of the Rental Program provided School agrees to continue to adopt the specific book(s) for at least 4 consecutive semesters. In the event University fails to consistently comply with meeting the 4 consecutive semesters commitment in the aggregate, Follett at its sole discretion may eliminate the Local Program.

9.8 University will support the Rental Program as follows: Successor in Interest - On any termination, expiration or non-renewal of this Agreement, Student Rental Agreements will be assigned to School or successor store operator. Where rented textbooks have not been returned, where no charge has been made to the credit or debit card held as security therein, or where some other loss occurs under a Student Rental Agreement, School will look solely to the student.

9.9 As exclusive provider of all EMBA materials, Follett will provide a 10% discount and absorb all freight charges on such EMBA materials.

9.10 Follett will offer University faculty and staff a 10% discount on all purchases over $1.00, excluding textbooks, sale merchandise, computer hardware, and academically discounted software. Follett will offer all School departments a 20% discount on purchases of supplies over $1.00, excluding textbooks, sale merchandise, computer hardware, and academically discounted software.

ARTICLE X
BUDGET, AUDITING AND ACCOUNTING

10.0 Operating Budget
Lessee will provide the Director of Auxiliary Services with an annual budget for each fiscal year ninety (90) days prior to July 1st of each year of the Lease Agreement. University’s fiscal year is from July 1st through June 30th of the following year.

10.1 Auditing and Accounting
All records must be retained by the Lessee, and accessible to the University, for a minimum of eight (8) previous years plus the current lease year. The University reserves the right to audit any aspect of the bookstore Lease Agreement, as performed by Lessee on request on
reasonable advanced notice during ordinary business hours other than during Store “rush” periods. Lessee shall keep full, timely and accurate records in accordance with generally accepted accounting practices and as may be satisfactory with the University.

Lessee will take all necessary precautions to assure that all income is immediately recorded through Point of Sale (POS) devices of a type reasonably agreed upon by the University.

Lessee will establish adequate internal controls and determine at such frequent intervals as may be necessary that the controls are being maintained. At the request of Lessor, Lessee will provide to the University annual financial statements audited by a Certified Public Accountant. Lessor reserves the right to have its representative, including the State Legislature Auditor, audit the Lessee’s books, records, and other such financial documents or desired information pertaining to Lessee’s Lease Agreement(s) with Lessor upon request on reasonable advanced notice during ordinary business hours other than during Store “rush” periods. Lessee shall have the right to dispute the results of any such audit in good faith.

If it is determined through an audit that money is owed to Lessor by the Lessee, Lessee will pay all money owed to the Lessor, plus ten (10) percent interest on said money and if the monies owed by Follett is greater than 10% of the Base Rent Annual Guarantee also pay for the cost of the audit within thirty (30) days of demand.

Lessee will furnish Lessor with all requested daily, weekly, monthly, and annual reports to verify customer accounts, cash sales, credit card sales, interdepartmental sales, etc., and other pertinent information so requested.

Upon request of the Lessor, Lessee shall meet with Lessor and review operating statements, explain deviations, discuss problems, and mutually agree on an appropriate course of action, if necessary, to improve services required in the RFP.

**ARTICLE XI**
**LEASE AGREEMENT TERMINATION**

11.0 Termination for Cause
Lessor may terminate the Lease Agreement for cause based upon the failure of Lessee to comply with the terms and/or conditions of the
Lease Agreement, or failure to fulfill its performance obligations pursuant to the Lease Agreement, provided that Lessor shall give Lessee written notice specifying Lessee’s failure. If within thirty (30) days after receipt of such notice, Lessee shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then Lessor may, at its option, place Lessee in default and the Lease Agreement shall terminate on the date specified in such notice.

Lessee may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of Lessor to comply with the terms and conditions of the Lease Agreement, provided that Lessee shall give Lessor written notice specifying Lessor’s failure and a reasonable opportunity for Lessor to cure the defect.

11.1 Termination for Convenience
Either party may terminate the lease at any time by giving ninety (90) days written notice to the other party of such termination or negotiating with the other an effective date.

11.2 Termination for Non-Appropriation of Funds
The continuance of the Lease Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Lease Agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Lease Agreement, 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 Lease Agreement, the Lease Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

11.3 Rights Upon Termination, Expiration, or Non-Renewal
a) Termination, expiration or non-renewal of this Lease Agreement shall not affect any right of either party accrued prior to such termination, expiration or non-renewal.

b) On any termination for cause by Follett or termination for convenience by University, the University will be Follett the unamortized book value (calculated on the straight line method from the in-service date(s) until expiration of this Agreement) of all Store
Remodeling (as defined in Section 7.0). Under no circumstances shall amortization exceed Lease Agreement term.

c) On any termination for convenience by the University, or termination for cause by Follett, University shall purchase, or cause to be purchased, the Store inventory then on hand under the same terms as purchased by Follett under Section 4.8.

11.4 Excused Performance
In the event that the performance of any terms or provision of this Lease Agreement (other than the payment of moneys) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, unavailability or materials meeting the required standards, strikes, lockouts, differences with workmen, fires, floods, Acts of God, 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, the party so interfered with may at its option, suspend, without liability, the performance of its obligations during the period such cause continues, and extend any due date or deadline for performance by the period of such delay, but in no event shall such delay exceed six (6) months.

11.5 Removal of Equipment
Upon termination of this Lease Agreement, by expiration of the term or any extension thereof, Lessee shall have the right, within forty-five (45) days after the effective date of expiration or termination of the Lease Agreement, to remove any and all property owned by Lessee. All property that remains after the forty-five (45) day period shall be deemed to have become the property of the Lessor and may be disposed of by the Lessor as the Lessor sees fit without liability to Lessor. At Lessor’s option, any such property remaining after said forty-five (45) days may be removed at Lessee’s expense.

ARTICLE XII
INSURANCE

12.0 Insurance Required During Lease Agreement Term
Lessee shall purchase and maintain for the duration of the Lease Agreement 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 Lessee, its agents, representatives, employees or subcontractors as described below.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE
Workers Compensation
Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Lessee’s headquarters. Employers Liability is included with a minimum limit of $500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of $1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

Commercial General Liability
Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of $1,000,000 and a minimum general aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

Automobile Liability
Automobile Liability Insurance shall have a minimum combined single limit per occurrence of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles

B. DEDUCTIBLES AND SELF-INSURED RETentions
Any deductibles or self-insured retentions must be declared to and accepted by the Lessor. The Lessee shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS
The policies are to contain, or be endorsed to contain, the following provisions:

General Liability and Automobile Liability Coverages
The University, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Lessee. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the University.

The Lessee’s insurance shall be primary as respects the University, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the University shall be excess and non-contributory of the Lessee’s insurance.

Any failure of the Lessee to comply with reporting provisions of the policy shall not affect coverage provided to the University, its officers, agents, employees and volunteers.

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

Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the University, its officers, agents, employees and volunteers for losses arising from work performed by the Lessee for the University.

All Coverages

Coverage shall not be canceled, suspended, or voided by either party (the Lessee or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the University. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Lessee’s policy.

Neither the acceptance of the completed work nor the payment thereof shall release the Lessee from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the University for payment of premiums or for assessments under any form of the policies.
Any failure of the Lessee to comply with reporting provisions of the policy shall not affect coverage provided to the University, its officers, agents, employees and volunteers.

D. **ACCEPTABILITY OF INSURERS**
All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Lessee shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the Lease Agreement.

E. **VERIFICATION OF COVERAGE**
Lessee shall furnish the University with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the University before work commences and upon any Lease Agreement renewal thereafter.

In addition to the Certificates, Lessee shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The University reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Lessee to furnish, deliver and maintain such insurance as above provided, this Lease Agreement, at the election of the University, may be suspended, discontinued or terminated. Failure of the Lessee to purchase and/or maintain any required insurance shall not relieve the Lessee from any liability or indemnification under the Lease Agreement.

F. **SUBCONTRACTORS**
Lessee shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The University reserves the right to request copies of subcontractor’s Certificates at any time.

G. **WORKERS COMPENSATION INDEMNITY**
In the event Lessee is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Lessee, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Lessee, its owners, agents and employees. The parties further agree that Lessee is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Lessee hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Lease Agreement.

ARTICLE XIII
DAMAGE

13.0 Casualty Damage
If any portion of the Leased Premises be damaged or destroyed by fire, windstorm, tornado, flood, vandalism, or other casualty, Lessor shall proceed with due diligence to repair such damage or destruction and restore the Leased Premises to their condition immediately prior to such fire, windstorm, tornado, flood, vandalism, or casualty. During any period in which Lessee is unable to occupy the Leased Premises on account of such damage, the financial obligations due under this Lease Agreement for said period shall be abated in proportion to the diminished utility of the Leased Premises.

ARTICLE XIV
TAXES, LICENSES, AND PERMITS

14.0 Taxes
Lessee shall be responsible for the remittance of all applicable taxes (federal, state and local) related to retail sales. Lessee shall be responsible for all licenses, fees, or any other tax applicable to its operation under this Lease Agreement with the University. Lessee will not be responsible for property taxes on the Store Premises or any other taxes not currently assessed. Lessee will comply with all applicable federal, state and local laws pertaining to its business
operations and conform to general University policies and practices provided to Lessee by Lessor. Lessee agrees to comply with any and all lawful ordinances and regulations pertaining to the use of the Leased Premises and shall obtain all necessary permits and approvals which may be required by any municipal ordinances, federal and state laws and regulations, governmental authorities, or otherwise, and shall pay all fees in connection therewith, as well as any fees imposed by reason of inspection of the Premises, or equipment installed by Lessee therein, by any governmental authority.

14.1 Licenses and Permits
Lessee will secure and pay for all licenses, permits, fees and income taxes incidental to its business operations. Lessee shall make available to the University appropriate documentation of all licenses.

ARTICLE XV
CONDEMNATION/EXPROPRIATIONS

15.0 Condemnation/Expropriations
If any portion of the Leased Premises is condemned or expropriated partially or totally, to the extent that it cannot be utilized for the purposes intended herein, the University, at its sole option, may remove that area from the definition of Leased Premises and reduce Lessor’s financial obligations proportionately to the diminished utility of the Leased Premises.

ARTICLE XVI
TRANSFER, ASSIGNMENT, AND SUBLLEASE

16.0 Transfer, Assignment, and Sublease
Lessee shall not, without prior written consent of University, sublet any part of the Leased Premises, or transfer or assign this Lease, whether by change or ownership, merge, consolidation, liquidation, or otherwise except to an affiliate of Lessee which controls, is controlled by, or is under common control with Lessee. In the event that Lessor agrees to an assignment or transfer, or if the assignment or transfer is to a qualified affiliate of Lessee, the assignee or transferee shall assume and be deemed to have assumed this Lease Agreement and all obligations hereunder and shall be solely liable for all financial obligations and for the due performance of all terms, conditions and agreements herein arising on and after the effective date of the transfer. Notice shall be given promptly to Lessor of any assignment to
a qualified affiliate of Lessee. Lessee shall remain liable for any payments due or liabilities to University or to third parties arising prior to the effective date of the transfer, but shall be released from all obligations arising under the Lease Agreement after such date.

16.1 Subcontracting Services
Lessee shall serve as the single prime contractor for all work performed pursuant to its Lease Agreement. Lessee shall be responsible for all services referenced as a part of this Lease Agreement. This general requirement notwithstanding, Lessee may enter into subcontractor arrangements. The University reserves the right to approve all subcontractors.

If it becomes necessary for Lessee to use subcontractors, Lessor urges Lessee to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veterans-owned small entrepreneurship, if practical. In all events, any subcontractor used by Lessee should be identified to the Director of Auxiliary Services.

Information required of the Lessee under the terms of this Lease Agreement is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the Lease Agreement. Lessee shall assume total responsibility for compliance.

ARTICLE XVII
INDEMNITY

1.70 Indemnity
Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Lease Agreement.

Lessee shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the University from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Lessee, its agents, employees, partners or subcontractors in the performance of the Lease Agreement, without limitation; provided, however, that the Lessee shall not indemnify for that portion of any claim, loss or damage
arising hereunder due to the negligent act or failure to act of the University.

Lessee will indemnify, defend and hold the University harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the University in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the University shall give the Lessee: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Lessee's sole expense, and (iii) assistance in the defense of any such action at the expense of Lessee. Where a dispute or claim arises relative to a real or anticipated infringement, the University may require Lessee, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the University shall require.

The Lessee shall not be obligated to indemnify that portion of a claim or dispute based upon: i) University's unauthorized modification or alteration of a Product, Material, or Service; ii) University's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Lessee; iii) University's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Lessee believes that it may be enjoined, Lessee shall have the right, at its own expense and sole discretion as the University's exclusive remedy to take action in the following order of precedence: (i) to procure for the University the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of the Lease Agreement.

For all other claims against the Lessee where liability is not otherwise set forth in the Lease Agreement as being "without limitation", and regardless of the basis on which the claim is made, Lessee's liability
for direct damages, shall be the greater of the dollar amount of the Lease Agreement, or two (2) times the charges for products, materials, or services rendered by the Lessee under the Lease. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Lessee is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The University may, in addition to other remedies available to them at law or equity and upon notice to the Lessee, retain such monies from amounts due Lessee, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

ARTICLE XVIII
INDEPENDENT CONTRACTOR STATUS

18.0 Independent Contractor Status
Lessee acknowledges that under this Agreement it is an independent contractor and is not operating in any fashion as the agent of the University.

ARTICLE XIX
WARRANTIES AND REPRESENTATIONS

19.0 Warranties and Representations
University will provide and maintain an appropriate, safe and habitable location, in accordance with all applicable Louisiana laws and regulations, in retail-ready condition, for the Store Improvements and ongoing Store operations.

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

20.0 Notices
Any notice required or permitted under this Lease Agreement shall be deemed to be delivered as of the date delivered in person, or as of the fifth (5th) day following the date of the certified or registered mail receipt, when deposited in the United States Mail, postage prepaid, return receipt requested, addressed to the parties shown below, and refusal to accept delivery of said notice shall be deemed delivery of said notice.

To the University:
Dr. Peter J. Fos
President
University of New Orleans
2000 Lakeshore Drive
New Orleans, LA 70148
Telephone (504) 280-5536
E-Mail: president@uno.edu

With a copy sent to:
Mr. Carl P. Linn
Interim Director of Auxiliary Services
2000 Lakeshore Drive
New Orleans, LA 70148
Telephone (504) 280-6373
E-Mail: clinn@uno.edu

To Follett:
Mr. Thomas A. Christopher
President
Follett Higher Education Group
1818 Swift Drive
Oak Brook, IL 60523

ARTICLE XXI
ATTORNEY’S FEES

21.0 Attorney’s Fees
To the extent allowed by law, either party who fails to comply with its obligations under this Lease Agreement shall be bound to pay the reasonable attorney’s fees of the other party in enforcing such other party’s rights, which fees shall not exceed ten percent (10%) or the amount involved.

ARTICLE XXII
HOLDING OVER

22.0 Holding Over
At the expiration or cancellation of the Lease Agreement, should Lessee hold over for any reason, it is hereby agreed that, in the absence of a written agreement to the contrary, such tenancy shall be from month to month only, and subject to all other terms, conditions, and provisions in effect with respect to this Lease Agreement.

ARTICLE XXIII
GOVERNING LAW

23.0 Governing Law
This Lease Agreement shall be interpreted under Louisiana Law.

ARTICLE XXIV
MEMORANDUM OF LEASE

24.0 Memorandum of Lease
The parties agree to enter into a Memorandum of Lease in the form attached hereto as Appendix B for recordation in the records of Orleans Parish.

ARTICLE XXV
ENTIRE AGREEMENT

25.0 Entire Agreement
This Lease Agreement represents the entire understanding between the parties and no agreement or representation, verbal or otherwise, made by University or Lessee regarding this transaction shall be binding on either party unless incorporated in this Lease Agreement. This Lease Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto, their respective heirs, executors, administrators, personal
representatives, successors and assigns; and shall not be modified in any manner except by an instrument in writing executed by the parties hereto.

ARTICLE XXVII
SEVERABILITY OF PROVISIONS AND VENUE

26.0 Severability
To the extent that any provision hereof is determined by a court of competent jurisdiction to be inconsistent with or in violation of any applicable law, rule, or regulation, such provision shall be deemed modified so as to comply with such applicable law, rule, or regulation, and shall not otherwise affect any other provision of this Lease Agreement. Any court (federal or state) having jurisdiction in the State of Louisiana, Parish of Orleans, shall be venue for any litigation, special proceeding, or other proceeding between the parties that may be brought or arise out of or in connection with or by reason of this Lease Agreement.

THUS DONE AND SIGNED on the _________ day of ____________________, 2013, and, in witness thereof, the parties have executed this Lease.

WITNESSES’ SIGNATURES


FOLLETT HIGHER EDUCATION
GROUP INC.

By: ________________________
Thomas A. Christopher
Title: President
Follett Higher Education
Group, Inc.

THUS DONE AND SIGNED on the _________ day of ____________________, 2013, and, in witness thereof, the parties have executed this Lease.

WITNESSES’ SIGNATURES


UNIVERSITY OF NEW ORLEANS

By: ________________________
Dr. Peter J. Fos

Title: President
University of New Orleans

UNIVERSITY OF LOUISIANA SYSTEM

By: ____________________________
Dr. Sandra K. Woodley

Title: System President
University of Louisiana
President
UNO UNIVERSITY CENTER

1 FLOOR OF 2 FLOOR
GROSS AREA: 69415.0 SQ. FT.
TOTAL GROSS AREA: 132904.1 SQ. FT.
APPENDIX B
MEMORANDUM OF LEASE

This memorandum of Lease is by and between The University of New Orleans, a member of the University of Louisiana System, having an address of 2000 Lakeshore Drive, New Orleans, LA, 70148, and Follett Higher Education Group, Inc., having an address of 1818 Swift Drive, Oak Brook, IL, 60523. Lessor and Lessee hereby declare that Lessor has leased the Premises, as described below, to Lessee, and Lessee hereby declares that it has leased the premises from Lessor, pursuant to a Lease Agreement (the “Lease”) dated as set out below.

Date of Lease: The Lease was executed on ____________, and has an effective date of July 1, 2013.

Description of Leased Premises: Certain premises on the campus of the University of New Orleans, 2000 Lakeshore Drive, New Orleans, LA, 70148, more fully detailed in Exhibit “A”, which is hereto and made a part hereof. Together with the right of uninterrupted nonexclusive access, ingress, egress, and passage during the Term to and from all streets and roads now or hereafter adjoining this property for vehicular and pedestrian ingress and egress.

Term of Lease: The term of the Lease shall be ten (10) years commencing on the Effective Date set out above.

Option to Renew: Upon mutual agreement of Lessee and Lessor, this Lease may be renewed for one (1) additional five (5) year period.

Lessor Certifying Official: Dr. Peter J. Fos, President, University of New Orleans

Lessee Certifying Official: Mr. Thomas A. Christopher, President, Follett Higher Education Group, Inc.

This Memorandum of Lease is executed to give record notice of the Lease in accordance with LA. R.S. Section 44:104. This Memorandum of Lease may be executed by the parties hereto in multiple counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
IN WITNESS WHEREOF, THE PARITES HAVE EXECUTED THIS Memorandum of Lease as of the Date of Lease set out above.

WITNESSES’ SIGNATURES

________________________

FOLLETT HIGHER EDUCATION GROUP, INC.

By: _______________________

Mr. Thomas A. Christopher

Title: President

Follett Higher Education Group, Inc.

WITNESSES’ SIGNATURES

________________________

UNIVERSITY OF NEW ORLEANS

By: _______________________

Dr. Peter J. Fos

Title: President

University of New Orleans

- Grambling State University
- Louisiana Tech University
- McNeese State University
- Nicholls State University
- Northwestern State University
- Southeastern Louisiana University
- University of Louisiana at Lafayette
- University of Louisiana at Monroe
- University of New Orleans

EXECUTIVE SUMMARY

The nine universities request approval to increase rates for resident and meal plan services as per the attached schedules. As has been past practice, System staff requested that campuses submit adjustments to their service rates for the upcoming academic year. Campuses consider a number of variables when considering adjustments to rates including contractual obligations, cost of operations, and/or market limitations. Campuses submitted their revised rates based upon their respective service offerings; therefore, campus offerings and rates vary accordingly.

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 the University of Louisiana System’s recommendation for Campus Housing and Meal Plan Rates, Auxiliary Rates, Energy Surcharge, and Non-Governmental Charges for Academic Year 2013-2014:

- Grambling State University
- Louisiana Tech University
- McNeese State University
- Nicholls State University
- Northwestern State University
- Southeastern Louisiana University
- University of Louisiana at Lafayette
- University of Louisiana at Monroe
- University of New Orleans