BOARD OF SUPERVISORS
FOR THE UNIVERSITY OF LOUISIANA SYSTEM
NOTICE OF MEETING AND AGENDA
10:00 a.m., Tuesday, October 22, 2013**
Room 100, “Louisiana Purchase Room”
Claiborne Conference Center
1201 North Third Street
Baton Rouge, Louisiana

A. Call to Order
B. Roll Call
C. Invocation
D. Ratification of actions taken at August 19, 2013 Executive Committee Meeting, and approval of August 20, 2013 Board Meeting Minutes and September 10, 2013 Special Meeting Minutes.
E. REPORT OF ACADEMIC AND STUDENT AFFAIRS COMMITTEE

1. McNeese State University’s request to eliminate the Associate of Science degree program in Nursing (ASN) effective Fall 2014.

2. Northwestern State University’s request for approval to reorganize the College of Nursing and Allied Health and change the name to College of Nursing and School of Allied Health.

3. Northwestern State University’s request for approval of a Letter of Intent for a Bachelor of Applied Science and Technology degree program.

4. Northwestern State University’s request for approval of a Proposal for a Doctor of Nursing Practice (DNP) degree program.

** Executive Session, pursuant to R.S. 42:6.1, may be required.
Persons wishing to make public comment on any item on the agenda should complete a Public Comment Card and register with the Assistant to the Board.
5. Southeastern Louisiana University’s request for approval to award an Honorary Doctor of Humanities degree to Ms. Robin Roberts at the Fall Commencement Exercises.

6. University of Louisiana at Lafayette’s request for approval to award an Honorary Doctor of Francophone Studies degree to Mr. François Delattre at the Fall Commencement Exercises.

7. University of Louisiana at Lafayette’s request for approval of a Proposal for a Master of Science degree program in Systems Technology.

8. University of Louisiana at Lafayette’s request for approval to establish an Institute for Materials Research and Innovation.


10. University of Louisiana at Monroe’s request for approval of the Agreement on Dual Degree Program between Hanbat National University and the University of Louisiana at Monroe.

11. University of Louisiana at Monroe’s request for approval to award an Honorary Doctor of Humane Letters degree to Mr. Tex Kilpatrick at the Fall Commencement Exercises.

12. University of Louisiana at Monroe’s request for approval to award an Honorary Doctor of Humane Letters degree to Mr. George Luffey at the Fall Commencement Exercises.

13. University of Louisiana at Monroe’s request for approval to award an Honorary Doctor of Humane Letters degree to Mr. John McCarter at the Fall Commencement Exercises.

14. University of New Orleans’ request for approval to award an Honorary Doctor of Humane Letters degree to Mr. Pres Kabacoff at the Fall Commencement Exercises.

15. University of New Orleans’ request for approval of a Letter of Intent for a Master of Science degree program in Transportation.

16. University of Louisiana System’s proposed revision to Board Rules, Chapter II. Students, Section VIII. Baccalaureate Degrees Requirements, A. Categories of Requirements, 1. General Education.

17. Other Business
F. REPORT OF ATHLETIC COMMITTEE

1. Louisiana Tech University’s request for approval of a contract with Mr. Tommy H. McClelland II, Director of Athletics, effective August 1, 2013.

2. Louisiana Tech University’s request for approval of a contract with Mr. Jeff Parks, Men’s Golf Head Coach, effective July 1, 2013.

3. Northwestern State University’s request for approval of a contract with Ms. Stephanie Hernesman, Co-Head Women’s Volleyball Coach, effective March 1, 2013.

4. Northwestern State University’s request for approval of a contract with Mr. Scott Stoehr, Co-Head Women’s Basketball Coach, effective May 1, 2013.

5. University of Louisiana at Monroe’s request for approval of a contract with Mr. Walt Williams, Men’s Head Golf Coach, effective August 25, 2013.

6. University of New Orleans’ request for approval of a contract with Mr. Ronald Maestri, Head Baseball Coach, effective July 8, 2013.

7. University of Louisiana System’s report of significant athletic activities for the period of August 5 to October 6, 2013.

8. Other Business

G. REPORT OF AUDIT COMMITTEE

1. University of Louisiana System’s request for acceptance of Fiscal Year 2012-13 Financial and Compliance and Federal Award Programs Representation Letters for:

   a. McNeese State University
   b. University of Louisiana at Monroe
   c. University of Louisiana System

2. University of Louisiana System’s report on internal and external audits submitted for the period of August 7 to October 6, 2013.

3. Other Business

H. REPORT OF FACILITIES PLANNING COMMITTEE

1. Nicholls State University’s request for approval to enter into a Lease Agreement with the Nicholls State University Foundation, Inc. to enclose the baseball batting practice facility at Didier Field.
2. Nicholls State University’s request for approval to accept donation of 1.199 acres of land from Acadia Agricultural Holdings, L.L.C.

3. University of Louisiana at Lafayette’s request for approval to demolish four buildings to allow for expansion of campus parking.


5. University of New Orleans’ request for approval to rename the south area of the University Center Dining Hall from “The Deck” to the “Louise Arnolie Deck.”

6. Other Business

I. REPORT OF FINANCE COMMITTEE

1. Grambling State University’s request for approval of a resolution amending a resolution adopted on August 20, 2013, titled: “A resolution providing for the issuance of not exceeding $7,500,000 of Revenue Bonds for the benefit of Grambling State University, approving the form of a Supplemental Trust Indenture, approving the form and authorizing the execution and delivery of a Capital Project Loan Agreement; authorizing the execution of other documents in connection therewith; authorizing the officers and trustees of the System to do all things necessary to effectuate this resolution; and providing for other matters in connection with the foregoing.”

2. Louisiana Tech University’s request for approval of an Affiliation Agreement between Louisiana Tech University and Louisiana Tech Alumni Association, Inc.

3. Louisiana Tech University’s request for approval of an Affiliation Agreement between Louisiana Tech University and Louisiana Tech University Foundation, Inc., as well as the related Funds Management Agreement between Louisiana Tech University and the Louisiana Tech University Foundation, Inc.

4. Nicholls State University’s request for approval to combine (1) Contractors Educational Trust Fund Endowed Professorship in Manufacturing Technology; (2) Contractors Licensing Board Endowed Professorship in Manufacturing Technology; and (3) The Contractors Educational Trust Fund Endowed Professorship in Geomatics/Surveying into The Contractors Educational Trust Fund Super Endowed Professorship in Geomatics/Surveying.

5. University of New Orleans’ request for approval of a new policy, AP-RE-04.1, relating to authorizing contracts between the university and a member of the faculty, research staff, or coaching staff, or a company in which the employee has an interest under specified circumstances.
6. **University of Louisiana System’s** discussion of Fiscal Year 2012-13 fourth quarter financial reports and ongoing assurances.

7. **University of Louisiana System’s** report on the year end financial status of alternatively financed projects for the fiscal year ended June 30, 2013.

8. Other Business

J. **REPORT OF PERSONNEL COMMITTEE**

1. **Northwestern State University’s** request for approval to appoint Dr. Dana Clawson as Interim Dean of the College of Nursing and Allied Health effective September 3, 2013.

2. **Southeastern Louisiana University’s** request for approval to appoint Mr. Christopher “Jay” Artigues as Director of Athletics effective October 14, 2013.

3. Other Business

K. **SYSTEM PRESIDENT’S BUSINESS**

1. Personnel Actions

2. System President’s Report

3. Other Business

L. **BOARD CHAIR’S BUSINESS**

1. Board Chair’s Report

2. Appointment of Nominating Committee for 2014 Board Officers

3. Introduction of Proposed Consent Agenda Meeting Format, Committee Restructuring, and Associated Board Rule Changes.

4. Other Business

M. Other Business

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

FACILITIES PLANNING COMMITTEE

October 22, 2013

Item H.1. Nicholls State University’s request for approval to enter into a Lease Agreement with the Nicholls State University Foundation, Inc. to enclose the baseball batting practice facility at Didier Field.

EXECUTIVE SUMMARY

The University requests approval to enter into a Lease Agreement with Nicholls State University Foundation, Inc. to enclose the baseball batting practice facility at Didier Field. Improvements will include construction of metal walls with windows and doors, installation of new lighting and synthetic floor surface, and the installation of an HVAC system for year-round use of the facility. Also included are utility connections.

No University funds will be spent on this project. The funds will come from privately raised funds and will be spent in accordance with the State Procurement Code. Building plans shall be approved by Facility Planning & Control and the Office of the State Fire Marshal before construction begins.

The value of the improvement is anticipated to cost $300,000. Upon completion of the design and installation, the improvements will be donated to Nicholls State University.

The term of this Lease shall be for a period commencing on November 1, 2013, and ending at midnight on September 1, 2014 or at such time as donation of improvement is executed, whichever occurs first.

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 enter into a lease with the Nicholls State University Foundation, Inc. to enclose the baseball batting practice facility at Didier Field and to accept donation from the Foundation for the improvements to the facility upon completion of improvements.

BE IT FURTHER RESOLVED, that the President of Nicholls State University is hereby designated and authorized to execute any and all documents associated with said lease by the University of Louisiana System on behalf of and for the use of Nicholls State University.

AND FURTHER, that Nicholls State University will provide the System office with copies of all final executed documents for Board files.
September 30, 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 October 21-22, 2013, meeting of the Board of Supervisors for the University of Louisiana System:

Approval to enter a lease agreement with the Nicholls State University Foundation, Inc. to enclose the baseball batting practice facility

Thank you for your assistance in this matter.

Sincerely,

[Signature]
Larry W. Howell  
Interim President

LWH/ad  
Enclosure

pc: Dr. Laynie Barrilleaux, Vice President for Academic Affairs  
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  
Mrs. Stacy LeJeune, Internal Auditor  
Dr. Stephen Michot, Faculty Senate President and Faculty Association Representative
September 26, 2013

Mr. Larry Howell, Interim President
Nicholls State University
P.O. Box 2001
Thibodaux, Louisiana 70301

RE: Agenda Item – October, 2013 Board Meeting

Dear Mr. Howell,

The Department of Physical Plant Operations requests the following item be placed on the agenda for Board approval at the October, 2013 meeting:

Request for Approval to Enter a Lease Agreement with the Nicholls State University Foundation, Inc. to Enclose the Baseball Batting Practice Facility

I have attached a sample lease and executive summary for this item. This lease format has been used in the past for the installation of the artificial turf in Guidry Stadium. Please note that the Foundation has agreed to this process.

Upon your approval, please forward this item for approval at the October, 2013 Board meeting. Should you have any questions, please do not hesitate to call.

Sincerely,

Michael G. Davis
Assistant Vice President for Facilities

Attachments
Executive Summary

Nicholls State University is requesting Board approval to enter into a lease agreement with Nicholls State University Foundation, Inc. to enclose the Baseball Batting Practice Facility at Didier Field.

Private donors have been secured for this project. The Nicholls State University Foundation, Inc. will contract with all necessary architects, engineers, consultants, testing labs, and contractors. Generally, the scope-of-work will include construction of metal walls with windows and doors, installation of new lighting and synthetic floor surface, and the installation of a HVAC system for year round use of the facility. Also included are utility connections. A requirement of the agreement and contracts is to have all work completed prior to September 1, 2014. The term of the lease shall be for a period commencing on November 1, 2013 and ending at midnight on the 1st day of September 2014 or at such time as donation of improvements is executed, whichever occurs first. The proposed lease (attached) contains the necessary insurance, bonding and licensing requirements to ensure protection of the University. Upon completion of the installation, all improvements will be donated to the University without encumbrances.

No University funds will be spent on this project. The funds will come from privately raised funds and will be spent in accordance with the State Procurement Code. Building plans shall be approved by Facility Planning & Control and the Office of the State Fire Marshal before construction begins.
LEASE

STATE OF LOUISIANA
PARISH OF LAFOURCHE

KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM represented herein by Mr. Larry Howell, duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as “LESSOR” and,

NICHOLLS STATE UNIVERSITY FOUNDATION, INC., a non-profit corporation, domiciled in Lafourche Parish, Louisiana with its address of P.O. Box 2074, Thibodaux, Louisiana 70310, represented herein by its duly authorized representative Arlen Benny Cenac and Christopher Riviere, President of the Nicholls State University Foundation.

Hereinafter referred to as “TENANT”, have covenanted and agreed as follows:

WITNESETH

ARTICLE 1

LEASE OF PROPERTY

1.1 Lease of Property. Lessor, in consideration of the rent covenants, agreements and conditions hereinafter set forth, which Tenant hereby agrees shall be paid, kept and performed by Tenant, does hereby lease, let, demise and rent exclusively unto Tenant, and Tenant does hereby rent and lease from Lessor the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Lafourche Parish, Louisiana, to-wit:
All of the property described on the attached Exhibit A, hereinafter referred to as the “Leased Property”.

1.2 Habendum Clause. TO HAVE AND TO HOLD a lease upon the Leased Property unto Tenant, Tenant’s heirs and successors.

1.3 Designation of Instrument. This contract of lease, including all term, provisions, covenants, agreements and conditions thereof, is hereafter sometimes referred to as the or this “Lease”.

1.4 Purpose. The primary purpose for which Tenant is leasing the Lease Property and for which Lessor is granting this Lease is for the Tenant to use the Leased Property described in 1.1 to construct walls around the Baseball Batting Practice Facility, install new lighting, and add a HVAC system for year round use of the facility. All work associated with this project is the sole responsibility of the Tenant. Building Warranty will be in favor of Lessor at time of completion. Plans and specifications for improvements must be approved by Lessor prior to installation.

ARTICLE 2

TERM

2.1 Term. The term of this Lease shall be for a period commencing on November 1, 2013 and ending at midnight on the 1st day of September 2014 or at such time as donation of improvements is executed whichever occurs first.
ARTICLE 3

RENT

3.1 Consideration. In consideration of said lease, Tenant agrees to construct, as its sole cost and expense, the improvements described in Article 1.4 in substantial accordance with standards satisfactory to Lessor.

ARTICLE 4

WARRANTY

4.1 Non-Warranty. This lease is made by Lessor and accepted by Tenant without any warranty of title or recourse whatsoever against Lessor, and without any warranty as to the fitness of the Leased Property.

4.2 Access. Lessor reserves the right, and shall, at all times, have access to the Leased Property for the exercise of all rights as Owner not specifically leased hereunder.

ARTICLE 5

UTILITIES

5.1 Payment. Lessor shall pay all utilities incurred with the operation of the Leased Property, as well as all deposits and service charges in connection therewith.

ARTICLE 6

MAINTENANCE AND REPAIRS

6.1 Obligation to Maintain. Tenant shall be obligated to keep the Leased Property in a reasonable state of cleanliness, consideration the contractual activities contemplated by Tenant.
6.2 **Right of Inspection.** Lessor shall, at all reasonable times, have access to the Leased Property for purposes of inspection of the same.

6.3 **Regulations.** Tenant hereby agrees that it shall comply with all laws and ordinances regulating its operations of Leased Property and that it will secure, at its own expense, all necessary permits and licenses from all governmental agencies or bodies.

**ARTICLE 7**

**IMPROVEMENTS**

7.1 **Ownership.** Tenant agrees that all permanent improvements or alterations made to the Leased Property, shall become the property of Lessor and Tenant shall not be entitled to any credit, reimbursement or payment for such improvements. At the end of the lease period, Tenant shall donate or execute any other document necessary to convey any movable property which is incidental to or an accessory to the permanent improvement constructed on the Leased Property by Tenant.

7.1.2 **Liens.** Tenant, in connection with any work, construction, alteration or remodeling of Leased Property does hereby agree to indemnify, defend and hold Lessor harmless from any lien or privilege which may be filed against the Leased Property by virtue of any work or improvements done by or for the account of Tenant, the agents, contractors or subcontractors, and Tenant shall remove by payment or bonding, any such lien or privilege within thirty (30) days of filing of the same.

7.2 **Installation of Movables.** Tenant shall have the right to install any furniture, fixtures, equipment, machinery or other chattels or property of a similar non-permanent nature on the Leased Property.
7.2.1 Ownership. Lessor agrees that title to all property placed on the Leased Property by Tenant as described in 7.2 shall be vested and remain with Tenant during the term of this Lease.

ARTICLE 8

INSURANCE

8.1 Insurance by Tenant. During the term of this Lease Tenant shall, at Tenant’s sole cost and expense, keep and maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. The terms and conditions of said policies shall meet all the standards, specifications, and conditions outlined on the attached Exhibit B.

8.1.1 Builder’s Risk and Fire and Extended Coverage. Fire and extended coverage, together with vandalism and malicious mischief insurance for the full insurable value of the Leased Property and all improvements situated on the Leased Property, so as to avoid a coinsurance penalty at the time of any loss.

8.1.2 Comprehensive General Liability Insurance. Comprehensive general liability insurance insuring Tenant and Lessor against liability to the public or to any person using or present on the Leased Property, including the building and improvements located thereon during the term of the lease or any extension thereof, which insurance shall be in the amount of $1,000,000.00 combined single limited per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
8.1.3 **Named Insured.** All policies of insurance shall state Lessor as a named insured, and, if applicable, contain a loss payable clause for the benefit of Lessor and/or be properly endorsed with a waiver of subrogation against Lessor.

8.1.4 **Non-Cancellation Agreement.** Each policy of insurance shall, to the extent obtainable, contain an agreement by the insurer that such policies shall not be canceled unless at least thirty (30) days prior written notice is given to Lessor.

8.2 **Certificates of Insurance.** Tenant shall provide Lessor, within five (5) days after the effective date of this Lease, certificates of insurance evidencing the effectiveness of the insurance coverage required under 8.1, which certificates of insurance shall bear notations evidencing the payment of premiums or accompanied by other reasonable evidence of such payment by Tenant.

**ARTICLE 9**

**TAXES AND ASSESSMENTS**

9.1 **Personal Property Taxes.** Tenant shall be responsible for all property taxes or assessments during the terms of this lease, on the personal property, equipment, leasehold interest, furniture and fixtures, whether movable or immovable, which Tenant may place on the Leased Property.
ARTICLE 10

INDEMNITY

10.1 Indemnity. Tenant shall indemnify, defend and hold harmless Lessor of and from any and all suits, claims, actions, causes of action, losses, expenses or damages including attorney’s fees, relating to, in connection with, or arising out of or resulting from the use and enjoyment of the Leased Property and all privileges granted herein by this Lease to Tenant, with respect to all persons, including all agents, employees, servants or invitees of Tenant, as well as all property, whether emanating by way of intentional acts, negligence, non-performance or strict liability, and Lessor is further extended the immunity from liability provided by LSA-R.S. 9:3221. As a further consideration of this contract, Tenant, for itself and its successors, assigns, agents, contractors, employees, invitees, customers and licensees, especially releases Lessor from any and all warranties against vices and/or defects, of the Leased Property and all liability for damages suffered from said vices and/or defects and Tenant obligates itself to hold Lessor harmless against any loss for damages or injuries that may be suffered by any person, including Tenant’s agents, contractors, employees, invitees and licensees, caused by or resulting from any defects of the Leased Property. In addition, Tenant agrees to defend Lessor in any legal action against it and pay in full or satisfy any claims, demands, or judgments made or rendered against Lessor and to reimburse Lessor for any legal expense, including attorney’s fees and court costs, which may be incurred by it in defense of any claim or legal action.
ARTICLE 11

ASSIGNMENT OR SUBLEASE

11.1 *Assignment or Sublease.* Tenant shall not have the right to assign the Lease in whole or in part, nor sublet the Leased Property, in whole or part, without the prior written consent of Lessor. Any attempted assignment or sublease without the written consent of Lessor shall be null and void as to Lessor.

ARTICLE 12

DEFAULT

12.1 *Default.* If Tenant shall default in any condition or covenant of this Lease, and if such default continues for a period of thirty (30) days after Lessor has notified Tenant of such default and its intention to declare the Lease forfeited, it is thereupon considered terminated or should an execution be issued against Tenant then, and in such event, this lease shall become null and void.

12.2 In the event of default, Tenant agrees to pay all costs of eviction, repossession, or other judicial remedies available by law and agrees to pay reasonable attorney fees. Lessor shall be entitled to twelve (12%) per annum interest on such amount due after default until paid and said attorney fees shall not be less than (15%) nor more than twenty-five (25%) of the amount due.
ARTICLE 13

NOTICES

13.1 Notices. Any notice, communication, and/or consent provided or permitted to be given, made or accepted by either party must be in writing, and unless otherwise expressly provided herein, shall be deemed properly given or served only if delivered personally to the other party hereto or sent by certified mail, return receipt requested, to the respective parties at the following address:

Lessor: c/o Michael G. Davis
       Assistant Vice President for Facilities
       Nicholls State University
       P.O. Box 2012
       Thibodaux, LA 70310

Tenant: c/o Christopher Riviere
        President
        Nicholls State University Foundation, Inc.
        P.O. Box 2074
        Thibodaux, LA 70310

Notice deposited in the mail in the manner set forth above shall be effective, unless otherwise stated in this Lease, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. The parties hereto shall have the right to change their respective addresses for the receipt of notices only upon giving of at least fifteen (15) days written notice to the other party by way of certified mail, return receipt requested.
ARTICLE 14

SURRENDER OF POSSESSION

14.1 **Surrender of Possession.** At the expiration of the Lease, or its termination for other causes, Tenant is obligated to immediately peaceably surrender possession to Lessor. Tenant expressly waives any notice to vacate at the expiration of this Lease and all legal delays, and hereby confesses judgment, including costs, placing Lessor in possession to be executed at once. Should Lessor allow or permit Tenant to remain on the Leased Property after the expiration of this Lease, or the expiration of any renewal term of this lease, such shall expressly not be construed as a reconduction of this Lease.

ARTICLE 15

SPECIFIC PERFORMANCE

15.1 **Specific Performance.** Should Lessor or Tenant fail to perform any of the respective obligations of each set forth in this lease, then the other party shall have the right to demand specific performance and/or damages, plus reasonable attorney’s fee.

ARTICLE 16

BINDING EFFECT

16.1 **Binding Effect.** With the exceptions hereinabove mentioned, all the covenants, provisions, terms and agreements and conditions of this lease shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto as fully as upon said parties.
ARTICLE 17

GENDER

17.1 Gender. Where the word “Lessor” or the word “Tenant” occurs in this instrument or is referred to the same shall be construed as singular or plural, masculine, feminine or neuter, as the case may be.

ARTICLE 18

SEVERABILITY

18.1 Severability. If any provisions of this Lease shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions shall be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein. All other provisions hereof shall continue in full force an effect.
ARTICLE 19

EFFECTIVE DATE

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be November 1, 2013.

THIS DONE AND PASSED in the presence of ___________________ and ___________________, competent witnesses, in the City of Thibodaux, Parish of Lafourche, State of Louisiana on this ______ day of _____________, 2013.

WITNESSES:

______________________________
______________________________
______________________________

NICHOLLS STATE UNIVERSITY FOUNDATION, INC.

______________________________
Christopher Riviere
President

______________________________
Arlen Benny Cenac
Secretary Treasurer

WITNESSES:

______________________________
______________________________

NICHOLLS STATE UNIVERSITY

______________________________
Larry Howell
Interim President
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

October 22, 2013

Item H.2. Nicholls State University’s request for approval to accept donation of 1.199 acres of land from Acadia Agricultural Holdings, L.L.C.

EXECUTIVE SUMMARY

Nicholls State University is requesting Board approval to accept the donation of 1.199 acres of land from Acadia Agricultural Holdings, L.L.C. The property is located in east Thibodaux, directly across from the front of the campus along Louisiana Highway 1. Specifically, it is sandwiched between the highway and Bayou Lafourche.

In 2007, the Board purchased approximately 57 acres of land from Acadia Agricultural Holdings, L.L.C. directly adjacent to the east of the main campus, for present and future growth. Also, at the time of purchase, Acadia Agricultural Holdings, L.L.C. donated approximately 17 acres to the University. The new Student Recreation Center was built on a portion of this new land, and the campus has recently begun construction of the new Culinary Arts Instruction Building on eight (8) acres of this same land that from Highway 1. The “batture,” directly across from the new culinary building, was not part of the sale in 2007. The owners now desire to donate this land to the University, which will complete the front of the campus and eliminate the possibility of private development of the land in the future. The appraised value of the subject property is $37,500. The University will maintain the land utilizing existing workforce.

A copy of the MAI appraisal, regional and city location maps, property survey and description, Phase I Environmental Assessment, and abstract of title and land are available in the System Office.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University’s request to accept donation of 1.199 acres of land from Acadia Agricultural Holdings, L.L.C.

BE IT FURTHER RESOLVED, that the President of Nicholls State University is hereby designated and authorized to sign any and all documents related to the donation.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
September 30, 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 October 21-22, 2013, meeting of the Board of Supervisors for the University of Louisiana System:

Approval to Accept Donation of 1.199 Acres of Land from Acadia Agricultural Holdings, L.L.C.

Thank you for your assistance in this matter.

Sincerely,

[Signature]

Larry W. Howell  
Interim President

Enclosures

cc: Dr. Laynie Barrilleaux, Vice President for Academic Affairs  
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  
Mrs. Stacy LeJeune, Internal Auditor  
Dr. Stephen Michot, Faculty Senate President and Faculty Association Representative
Executive Summary

Nicholls State University is requesting Board approval to accept the donation of 1.199 acres of land from Acadia Agricultural Holdings, L.L.C. The subject property is located in east Thibodaux, directly across from the front of our campus along Louisiana Highway 1. Specifically, it is the batture portion of land that is sandwiched between the highway and Bayou Lafourche.

In 2007, the Board purchased approximately 57 acres of land from Acadia Agricultural Holdings, L.L.C. directly adjacent to the east of our main campus, for present and future growth. Also, at the time of this purchase, Acadia Agriculture Holdings, L.L.C. donated approximately 17 acres to the University. The new Student Recreation Center, opened in September, 2012, was built on a portion of this new land, and we have recently begun construction of the new Culinary Arts Instruction Building on eight (8) acres of this same land that front Highway 1. The “batture”, directly across from the new culinary building, was not part of the sale in 2007. The owners now desire to donate this land to the University, which will complete the front of our campus and eliminate the possibility of private development of the land in the future. The appraised value of the subject property is $37,500. The University will maintain the land utilizing existing workforce.

Included with this request is the MAI appraisal, regional and city location maps, property survey and description, Phase I Environmental Assessment, and abstract of title and land. Board staff was consulted.
APPRAISAL OF A VACANT BAYOUSIDE PARCEL
FRONTING ALONG LOUISIANA HIGHWAY 1
SITUATED ACROSS FROM AND LYING BETWEEN
BOWIE ROAD AND NANNY PRICE LANE
THIBODAUX, LOUISIANA 70301

PREPARED FOR

NICHOLLS STATE UNIVERSITY
ATTN: MR. MIKE DAVIS, VICE-PRESIDENT
P. O. BOX 2052
THIBODAUX, LA 70310

BY

CRAIG E. STANGA, MAI
LOUISIANA STATE CERTIFIED GENERAL APPRAISER
CERTIFICATE NO. G0433
207 WEST THIRD STREET
THIBODAUX, LOUISIANA 70301

EFFECTIVE DATE

August 24, 2013
Item H.3. University of Louisiana at Lafayette's request for approval to demolish four buildings to allow for expansion of campus parking.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish four buildings to allow for expansion of campus parking. The infrastructure is in poor condition and must be removed to allow for construction of new campus parking. The cost of this demolition will be self-generated.

Stokes Dorm A (Site code 4-28-006-84)
Stokes Dorm B (Site code 4-28-006-88)
Stokes Mechanical Building (Site code 4-28-006-S04947)
Kajun Washateria (4-28-006-62)

Senate District #23
House Districts #44 & #45

This request is to ensure that all Board Policies and State Laws are followed.

Please see the attached summaries and photos describing and depicting the condition of the facilities, and the justification for demolition and removal.

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 Lafayette's request to demolish four buildings to allow for expansion of campus parking.

AND FURTHER, that University staff, UL System staff, and legal counsel shall assure that all documents conform to statutory and administrative requirements.
October 2, 2013

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

RE:  Stokes Dorm A, Stokes Dorm B, Stokes Mechanical Building and Kajun Washateria
    Building Demolition
    Site Code 4-28-006
    Senate District 23 - Page Cortez
    House District 44 - Vincent J. Pierre
    House District 45 - Joel C. Robideaux

Dear Dr. Woodley:

The University is requesting Board approval to demolish the four above mentioned facilities. This would
allow for the expansion of campus parking.

In order to comply with R. S. 38:2212.1 regarding the demolition of state-owned facilities, we are
required to have a resolution of approval from our governing board. Please place this item on the agenda
for the next Board meeting.

Should you have any further questions, please contact me or Bill Crist at (337) 482-2001. Thank you for
your consideration.

Sincerely,

E. Joseph Savoie
President

svc

Attachments

C:  Mr. Mark Moses
      Mr. Jerry LeBlanc
      Mr. Bill Crist
September 16, 2013

University of Louisiana at Lafayette

Request for Approval to Demolish Building

Building Name: Stokes Dorm A
Senate District 23: Page Cortez
House District 44: Vincent J. Pierre
House District 45: Joel C. Robideaux
Site Code: 4-28-006-84
Year Built: 1968
Square Footage: 26,555

1. The building is no longer code compliant, with numerous ADA violations.
2. The infrastructure is in poor condition, and facility must be removed to allow for construction of new campus parking.
3. Cost of demolition is estimated at $40,000.
September 16, 2013

University of Louisiana at Lafayette

Request for Approval to Demolish Building

Building Name: Stokes B Dorm
Senate District 23: Page Cortez
House District 44: Vincent J. Pierre
House District 45: Joel C. Robideaux
Site Code: 4-28-006-88
Year Built: 1968
Square Footage: 26,555

1. The building is no longer code compliant, with numerous ADA violations.
2. The infrastructure is in fair condition, but facility must be removed to allow for construction of new campus parking.
3. Cost of demolition is estimated at $40,000.
September 16, 2013

University of Louisiana at Lafayette

Request for Approval to Demolish Building

Building Name: Stokes Mechanical Building
Senate District 23: Page Cortez
House District 44: Vincent J. Pierre
House District 45: Joel C. Robideaux
Site Code: 4-28-006-S04947
Year Built: 1968
Square Footage: 1,376

1. The building is no longer needed or used.
2. The infrastructure is in fair condition, but facility must be removed to allow for construction of new campus parking.
3. Cost of demolition is estimated at $10,000.
September 16, 2013

University of Louisiana at Lafayette

Request for Approval to Demolish Building

Building Name: Kajun Washeteria
Senate District 23: Page Cortez
House District 44: Vincent J. Pierre
House District 45: Joel C. Robideaux
Site Code: 4-28-006-62
Year Built: 1971
Square Footage: 1,772

1. The building is no longer code compliant, with numerous ADA violations.
2. The infrastructure is in fair condition, but facility must be removed to allow for construction of new campus parking.
3. Cost of demolition is estimated at $10,000.

EXECUTIVE SUMMARY

The University (Lessor) is requesting Board approval of a lease between The Jefferson Chamber Foundation Academy (Lessee) and the University. The Jefferson Chamber Foundation Academy is an existing tenant at UNO’s Jefferson Campus located at 3330 North Causeway Boulevard, Metairie, Louisiana.

The original lease was for 4,911.99 square feet of office space and was effective July 1, 2013. The Academy would now like to lease an additional 207.46 square feet of space, which would increase the total space leased to 5,119.45 square feet. Board approval is required for leases exceeding 5,000 square feet.

The lease term is for a period of twenty (20) months, commencing November 1, 2013 and ending June 30, 2015. The consideration of this amendment is the payment by the Lessee to Lessor on the first day of each month in advance the sum of SIX THOUSAND THREE HUNDRED NINETY-NINE AND 31/100 DOLLARS ($6,399.31).

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 with The Jefferson Chamber Foundation Academy.

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 said lease agreement.

AND FURTHER, that UL System staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
October 2, 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 revised lease between the University of New Orleans, Jefferson Campus and The Jefferson Chamber Foundation Academy. The Jefferson Chamber Foundation is an existing tenant at UNO’s Jefferson Campus. Their original lease was for 4,911.99 sq. ft. of office space and was effective July 1, 2013. They would now like to add 207.46 sq. ft. of space effective November 1, 2013 that would increase the total space leased to 5,119.45 sq. ft. As you are aware, UL System approval is required for leases exceeding 5,000 sq. ft.

A copy of the lease agreement is enclosed.

Thank you for your consideration of this request.

Sincerely,

Peter J. Fos, Ph.D., M.P.H.
President
University of New Orleans
CONTRACT OF LEASE

STATE OF LOUISIANA

PARISH OF JEFFERSON

THIS AGREEMENT effective as of the 1st day of July 2013, by and between:

The University of New Orleans, whose permanent mailing address is declared to be University of New Orleans, Office of Facility Services, Lakefront Campus, 2000 Lakeshore Dr., New Orleans, Louisiana 70148, hereinafter referred to as “Lessor”; and

Jefferson Chamber Foundation Academy, a nonprofit 501(c)3 organization domiciled in the Parish of Jefferson, State of Louisiana, having tax identification number 27-1822983 whose permanent mailing address is declared to be 475 Manhattan Boulevard, Harvey, LA 70058, hereinafter referred to as “Lessee” appearing herein through its duly authorized representative pursuant to authority granted by the document attached hereto as Exhibit “A”; provides as follows:

WITNESSETH:

Lessor owns a tract of property with improvements, particularly described in Exhibit “B”, which is attached hereto and made a part hereof, hereinafter referred to as “Lessor’s Tract”, and Lessee wishes to sublease a part thereof. Therefore, the parties enter into this agreement on the following terms and conditions:

1. PREMISES. Lessor agrees to lease and does hereby lease to Lessee and Lessee does hereby agree to lease and does hereby lease from Lessor, delivery of possession of which is hereby acknowledged, a portion of Lessor’s Tract, hereinafter referred to as the “Leased Premises”. The Leased Premises shall consist of that portion of the University of New Orleans’ Jefferson Campus, an improvement located on Lessor’s Tract, totaling approximately 4,911.99 square feet, as shown in yellow on the diagram attached as Exhibit “C” hereto, plus access to circulation and common areas.

2. TERM. This lease is made for a twenty-four (24) month period, beginning the first day of July 2013 and ending on the 30th day of June 2015.

3. RENT. This lease is made for a monthly rent of SIX THOUSAND ONE HUNDRED THIRTY-NINE AND 99/100 DOLLARS ($6,139.99) payable on the first day of each month, in advance, to Lessor, at Lessor’s permanent mailing address shown above. The monthly rent for each optional period shall be increased by the amount of the Consumer Price Index, up to a maximum of 4% increase per annum and will be effective on July 1, the start of each optional period. Utilities and janitorial are the responsibility of the Lessor.

4. COMMON AREAS. Only that portion of Lessor’s Tract shown in blue on the diagram attached hereto and made a part hereof as Exhibit “D” shall be considered “Common Areas”, subject to Lessor’s right to modify same from time to time without
limitation.

Lessee and their permittees and invitees shall have a non-exclusive license to use the Common Areas in common with the Lessor and all others to whom Lessor has granted or may hereafter grant such license, subject to such reasonable rules and regulations as Lessor may from time to time impose. Lessee agrees, after notice thereof, to abide by such rules and regulations and to use their best effort to cause their permittees and invitees to conform thereto.

Lessee shall use its best efforts to cause its agents, employees, permittees and invitees to keep the Common Areas in good condition. Any dispute between Lessee and any other tenant on Lessor’s Tract regarding the repair, upkeep, maintenance, and appearance of the Common Areas or use of the Common Areas shall be resolved by Lessor. Lessor shall decide what, if any, repairs, upkeep, and maintenance shall be performed to the Common Areas and Lessor shall select the contractor to perform any such repair, upkeep, and maintenance.

5. **USE OF PREMISES.** Lessee may use the Leased Premises only for office and classroom space. Lessee shall not cause or permit any hazardous or toxic substances to be present on or about Lessor’s Tract. The Common Areas are for the use of Lessee and Lessor and all of Lessor’s tenants on Lessor’s Tract. Lessee shall not make any use of Leased Premises and Common Areas in violation of any statutes, ordinances, or laws and shall not permit any contamination or pollution on or about the premises or increase the fire or insurance hazard by any use thereof.

6. **REPAIRS, UPKEEP AND MAINTENANCE.** Lessee shall keep the Common Areas and Leased Premises in as good condition as they were in when received, caring for them as a prudent administrator would care for his own property.

Lessor shall be responsible for all ordinary upkeep, maintenance, and repairs to the Leased Premises arising from use of the premises except those repairs which are necessitated in whole or in part by the fault or neglect of Lessee. Lessor shall select the contractor to perform any such upkeep, maintenance, and repairs. Lessor shall be responsible for extraordinary repairs to the structure and roof of the building except those repairs which are necessitated in whole or in part by the fault or neglect of Lessee.

Lessee shall provide, install and pay all costs and expenses associated with equipment he may need to conduct his business and operations from the Leased Premises.

At the termination of this lease, by expiration of the term or otherwise, Lessee shall return Leased Premises in as good an order as they were when received, free from any contamination or pollution.

7. **CONTAMINATION OR POLLUTION.** Lessee and their employees shall use their best efforts to keep Lessor’s Tract free from any and all contamination and pollution, whether resulting from any overfill, discharge, spill, or other release of toxic or hazardous substances or otherwise. Lessee agrees to notify Lessor immediately of any and all contamination or pollution on or about Lessor’s Tract, including but not limited to, notice of any and all overfills, spills, discharges, or other releases of petroleum products on or about Lessor’s Tract irrespective of the cause of such.

Lessee and their employees shall conform to any and all federal, state, or local laws or ordinances concerning the storage, handling, transportation, sale, or distribution of all
hazardous
or toxic substances and shall use their best effort to cause their permittees and invitees to
conform thereto, and Lessee will save and hold Lessor harmless for any charge or liability
resulting from same. Lessee shall promptly reimburse Lessor for Lessee's pro rata share of
any costs, charges or assessments related to any environmental monitoring by any
governmental entity or regulatory authority, which shall be considered as additional rent.

8. **RENOVATIONS, ALTERATIONS AND IMPROVEMENTS.** Lessor
will fund requested Lessee improvements per Exhibit "E" hereto, at an estimated cost of
$10,975.92, the cost of such improvements to be reimbursed by Lessee once build-out is
complete.

Lessee shall not construct any improvements on or make any renovations or
alterations to the Common Areas or Leased Premises without first obtaining the written
consent of Lessor. All such renovations, alterations, and improvements constructed by
Lessee shall become the property of Lessor upon expiration or termination of this lease
unless Lessor requires removal of all or part of such improvements by Lessee, in which event
such improvements as may be designated by Lessor shall be removed by Lessee, at Lessee's
expense, within thirty (30) days of the expiration or termination of this lease. Damages, if
any, caused by such removal shall be repaired at Lessee's expense.

Any and all installations, improvements or other work performed by or for Lessee to
the Leased Premises shall, upon termination of this lease, become property of the Lessor.

Prior to the commencement of any of the renovations, alterations, or improvements
described herein above, Lessee shall promptly notify Lessor, in writing, of all construction
work being undertaken or planned, the costs and expenses thereof, all purchase orders or
agreements therefore, and the dates upon which Lessee shall pay such costs and expenses.
Upon request by Lessor, Lessee shall promptly furnish Lessor with copies of all such
documents. All renovations, alterations, or improvements shall be done in a thoroughly
workmanlike manner and at the sole cost and expense of Lessee, all of which costs and
expenses shall be promptly and timely paid by Lessee.

9. **FURNITURE RENTAL.** Lessor will rent existing furniture to Lessee per
Exhibit "F" hereto, for the term of the lease at a monthly rate of $150.00 such cost to be in
addition to the rent for the leased premises.

10. **BONDING OUT LIENS.** In the event Lessee makes any renovations,
alterations, or improvements as provided herein, and a laborer's or materialman's lien is filed
against Lessor's Tract or any part thereof as a result of said renovations, alterations or
improvements, Lessee shall promptly deposit with the recorder of mortgages of Jefferson
Parish, Louisiana, a bond guaranteeing payment of said lien in accordance with Louisiana
Revised Statute 9:4835, as amended.

11. **ASSIGNMENT AND SUBLEASE.** Lessee shall not have the right to
sublease and/or assign any portion of the Leased Premises.

12. **INSURANCE.** Lessor shall obtain and maintain fire and extended coverage
insurance on Lessor's Tract and such insurance shall be for the sole benefit of Lessor. All
proceeds, payments, and rights to proceeds and payments made by an insurer pursuant to said
policies are payable only to Lessor and Lessee shall not be a beneficiary of said policies.
Any insurance payments or proceeds shall be used to repair and restore, to the extent possible, the Common Areas and Leased Premises to their pre-damage condition; however, Lessor shall not be obligated to make repairs to the extent that the cost of such repairs exceeds the amount of the insurance payments or proceeds actually received.

Lessee shall, at their own cost and expense, obtain and maintain such other insurance as it deems desirable on the property and improvements of Lessee located on or about the Leased Premises. Lessee shall, at all times during the term of this lease, at their own cost and expense, fully protect themselves and Lessor against loss or liability by carrying Workers' Compensation and public liability insurance with responsible insurance companies authorized to do business in Louisiana, insuring against all hazards and risks to which they may be subjected in connection with their operations on the Leased Premises and Common Areas. **Lessor shall be named as an additional insured.** Without limiting the generality of the foregoing:

a) Lessee shall carry an Employer's Liability and Workers' Compensation Liability Insurance policy for full coverage and protection against liability to employees.

b) Lessee shall secure and keep in force, during the performance of the operations on the Leased Premises and Common Areas, such public liability and property damage insurance as shall protect them and the Lessor from any and all claims for personal injury, including death, as well as claims for property damage, which may arise from Lessee's operations on the Leased Premises or Common Areas. The amount of such public liability insurance shall not be less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) for injuries, including death, to any one person, and not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) as the result of any one accident. General liability insurance for property damage shall be in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) for any one accident.

Prior to or subsequent to the commencement of this Contract of Lease, Lessee, upon demand by Lessor, shall furnish certificates of all insurance policies required in connection with this agreement as aforesaid, which policies shall be issued to Lessee and/or Lessor, as their interests may appear, together with certificates certifying to Lessor that all said insurance is in force and that said insurance will not be canceled or otherwise changed or modified during the term of this agreement without notifying Lessor in writing at least thirty (30) days in advance of such cancellation.

Should Lessee's insurance be cancelled for any reason, Lessor has the non-exclusive option, but not the obligation, of obtaining insurance coverage for the benefit of Lessee, the cost of which Lessee must pay and reimburse Lessor promptly upon demand as additional rent.

13. **DESTRUCTION OF PREMISES.** If the Leased Premises shall be destroyed or damaged by fire or otherwise during the term of this lease, the Lessor shall restore the Leased Premises to substantially its former condition as promptly as is reasonably
possible, the cost of which is limited to insurance payments or proceeds actually received as provided above. During any period in which Lessee is unable to occupy the premises on account of such damage, the rent due under this lease for said period shall be abated. In case the damage by fire or otherwise substantially reduces the use of the Leased Premises by the Lessee, but does not wholly prevent the reasonable use thereof, then, in such case, the rents due under this lease shall be abated in proportion to the diminished utility of the Leased Premises.

14. **INDEMNITY.** Lessee's assuming possession of the Leased Premises and Common Areas constitutes an admission that Lessee has examined them and found them in good and safe condition at that moment. Lessee agrees to hold Lessor harmless from any and all responsibility whatsoever for any and all liability for loss, injuries, or damages caused to Lessee or others by any vice or defect of the Leased Premises and/or Common Areas caused in whole or in part by any act or omission by Lessee. Lessee expressly assumes all such liability, and Lessee agrees to indemnify and to hold Lessor harmless from any loss, injury, or damage (including costs and reasonable attorney's fees) to any person or persons whomsoever, other than employees or invitees of Lessor, or to the property of any persons whomsoever arising out of the occupancy or use of the Leased Premises or Lessee's use of the Common Areas.

15. **AMUSEMENT DEVICES AND VENDING MACHINES.** Lessee shall not maintain or otherwise allow any currency, coin or token operated amusement devices or video games on or about the Leased Premises or Common Areas. Lessee shall not maintain or otherwise allow any type of vending machine on or about the Leased Premises or Common Areas without Lessor's prior consent.

16. **IMAGE REQUIREMENT.** Lessee shall keep the Leased Premises and Common Areas in a clean and orderly condition to the satisfaction of Lessor. Lessee shall not make use of outdoor advertising materials without Lessor's prior consent. Lessee shall keep the Leased Premises in accordance with the image standards required by Lessor.

17. **INSPECTION OF LEASED PREMISES AND OTHER.** The Lessor and his agents shall have the right, but not the obligation, to enter upon and inspect all parts of the Leased Premises at any reasonable time for any lawful purpose; provided, however, that the foregoing shall be done without substantial interruption to or interference with the business being transacted therein. Lessor may place any signs or markings on or about the Leased Premises and/or Common Areas relating to the leasing, sale or other disposition of the Leased Premises, Lessor's Tract, or any part thereof. Lessor shall also be entitled to allow others to inspect the Leased Premises in the event of any prospective lease, sale or other disposition of the Leased Premises, Lessor's Tract or any part thereof.

18. **DEFAULT.** At the option of Lessor, the rent for the unexpired term of this lease shall become due if any of the following listed events occur and Lessee fails to remedy same after having been given ten (10) days' prior written notice at the addresses herein designated:

(a) If Lessee fails to pay any installment of rent, additional rent or expenses assumed by Lessee in this lease promptly, as stipulated.
(b) If Lessee is adjudicated as bankrupt.

(c) If Lessee fails to comply with any of the provisions and/or conditions contained herein.

(d) If the Leased Premises or Common Areas are abandoned or cease to be actively occupied and used for business purposes for a period in excess of thirty (30) days.

(e) If any lien, privilege or other encumbrance is imposed or is filed against Lessor's Tract or any portion thereof as a result of any act or omission by Lessee.

If any event listed above occurs, Lessor shall have the further options to cancel this lease immediately, or proceed for past due installments of rent only, reserving the right to proceed for remaining installments later.

If Lessee fails or refuses to permit Lessor to reenter the premises, Lessor shall have the right to evict Lessee in accordance with the provisions of Louisiana law, without forfeiting any of Lessor's rights under this lease. Failure to strictly and promptly enforce any of the conditions of this lease shall not operate as a waiver of Lessor's rights hereunder.

19. ATTORNEY'S FEES. In the event it should become necessary for Lessor to take any action to enforce any of the terms, covenants, conditions or provisions of this lease, or to recover any of the amounts due hereunder, except to collect rent or additional rent, Lessee shall pay all costs and expenses thereof, including reasonable fees of any attorney engaged by Lessor or Lessee in connection therewith. On claims by Lessor to collect rent or additional rent, Lessee shall pay Lessor's costs and attorney's fees if Lessor prevails as to any portion of such a claim. Should Lessee fail to pay any sums due to Lessor under this lease, such sums shall bear interest at the rate of twelve percent (12%) per annum from date due until paid.

20. NOTICES, ETC. All notices, demands and correspondence made necessary by the provisions of this lease shall be in writing and shall be deemed to be properly given, served or addressed to, if and when delivered by hand and receipt thereof acknowledged or sent by United States mail, registered or certified mail, return receipt requested, directed as follows:

To Lessor: The University of New Orleans
Office of Facility Services
2000 Lakeshore Drive
New Orleans, Louisiana 70148

To Lessee: Jefferson Chamber Foundation Academy
475 Manhattan Boulevard
Harvey, Louisiana 70058

21. ENTIRE AGREEMENT, ETC. This Agreement contains the entire understanding between the parties and shall not be modified in any manner except by an
instrument in writing signed by the parties hereto, and shall be binding upon and inure to the benefit of its successors and assigns of the respective parties. Time is of the essence to this agreement and the performance of all of the obligations herein. This agreement shall be governed under the laws of the State of Louisiana.

22. **WAIVER.** The waiver by Lessor of any breach of any term, covenant, condition or provision herein contained shall not be deemed to be a waiver of such term, covenant, condition or provision with respect to any preceding or subsequent breach of the same or any other term, covenant, condition or provision hereunder.

No term, covenant, condition or provision of this lease shall be deemed to have been waived by Lessor, unless such waiver is in writing by Lessor.

23. **HOLDOVER BY LESSEE.** If Lessee shall not immediately surrender possession of the Leased Premises or Common Areas upon the expiration of this lease, Lessee, at the option of Lessor, shall thereafter become a lessee from month-to-month at a monthly rental equal to one and one-tenth times the previous month’s rent installment, subject to all other conditions, provisions, and obligations of this lease insofar as the same are applicable to a month-to-month tenancy, and Lessee shall indemnify Lessor against loss or liability resulting from Lessee’s delay in so surrendering the Leased Premises or Common Areas including, but not limited to, reasonable attorney’s fees and any claim made by a succeeding Lessee founded on such delay.

24. **LESSOR’S RIGHT TO CURE DEFAULTS.** Lessor, at any time and without notice, may, but shall not be obligated to, cure any default by Lessee of any of Lessee’s obligations under this lease; and whenever Lessor so elects, all costs and expenses incurred by Lessor in curing any default, including, but not limited to, reasonable attorney’s fees, together with interest on the amount of costs and expenses so incurred at the legal rate, shall be paid by Lessee to Lessor on demand, and shall be recoverable as additional rent.

25. **LESSEE’S RIGHT TO CANCEL.** The Lessee reserves the right to cancel this lease after having given thirty (30) days’ prior written notice to Lessor.
IN WITNESS WHEREOF, this instrument is executed in multiple originals effective the day, month and year first above written, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereunder.

WITNESSES TO LESSOR:

________________________________________________________________________

________________________________________________________________________

WITNESSES TO LESSEE:

________________________________________________________________________

THE UNIVERSITY OF NEW ORLEANS

By:

________________________________________________________________________

Peter J. Fos
President

JEFFERSON CHAMBER FOUNDATION ACADEMY

By:

________________________________________________________________________

Brad Rine
President
AMENDMENT ONE TO THE ORIGINAL LEASE

STATE OF LOUISIANA
PARISH OF JEFFERSON

The lease agreement made as entered on the 1st day of July, 2013, by and between The University of New Orleans, herein represented by Dr. Peter J. Fos, President, and Jefferson Chamber Foundation Academy herein represented by the Brad Rine, President, is hereby modified and amended to reflect the following changes effective November 1, 2013:

For the consideration and upon the terms and conditions hereinafter expressed, the Lessor has this day rented, let and leased unto Lessee, here present and accepting the same, for a period of twenty (20) months, commencing November 1, 2013 and ending June 30, 2015, the following described property:

"Approximately 5,119.45 square feet of office space plus access to circulation and common areas located in the UNO Jefferson Campus, 3330 N. Causeway Boulevard, Metairie, Louisiana 70002-3573."

The consideration of this amendment is the payment by the Lessee to Lessor on the first day of each month in advance the sum of SIX THOUSAND THREE HUNDRED NINETY-NINE AND 31/100 DOLLARS ($6,399.31).

THIS AMENDMENT ADDS 207.46 SQ. FT. OF OFFICE SPACE TO THE EXISTING LEASE EFFECTIVE NOVEMBER 1, 2013. RENT INCREASES FROM $6,139.99 PER MONTH TO $6,399.31 PER MONTH OR $259.32.

All other terms and conditions in the above referenced lease shall remain unchanged and in full force and effect.
WITNESSES TO LESSOR:  THE UNIVERSITY OF NEW ORLEANS

By: ____________________________________________
   Peter J. Fos, President

WITNESSES TO LESSEE:  JEFFERSON CHAMBER FOUNDATION ACADEMY

By: ____________________________________________
   Brad Rine, President
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

October 22, 2013

Item H.5. University of New Orleans’s request for approval to rename the south area of University Center Dining Hall known as “The Deck” to the “Louise Arnolie Deck.”

EXECUTIVE SUMMARY

The University is requesting approval to rename the south area of University Center Dining Hall known as “The Deck” to the “Louise Arnolie Deck” in honor of the first African-American student to graduate within four years.

See attached summary for further information.

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 New Orleans’s request for approval to rename the south area of University Center Dining Hall known as “The Deck” to the “Louise Arnolie Deck.”
September 3, 2013

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

Dear Dr. Woodley,

Fifty-five years ago the University of New Orleans opened its doors as the first fully integrated public university in the South. Their legacy is the diversity of our campus today, which is one of our strengths. Upon the recommendation of the University of New Orleans’ Diversity Cabinet and Student Government, I request Board approval to rename the south area of the University Center dining hall, known as “The Deck” to the “Louise Arnolie Deck” after the first African-American Student to graduate from the University of New Orleans. While a student at the University of New Orleans, Ms. Arnolie emerged as a leader among all students, who organized to end the segregated conditions in the original school cafeteria, which was, controlled by a private contractor.

I hope you and the Board of Supervisors approve this request.

Sincerely,

Peter J. Fos, Ph.D.
President
September 20, 2013

Dear President Fos,

One of the highlights of 2012-13 was the commemorative reunion UNO sponsored for 8 of UNO’s original 55 African-American students in March. The actions of these brave students ensured that UNO opened 55 years ago as an integrated university.

While not the first Louisiana university to be integrated, UNO was certainly the first higher education institution in Louisiana (and, maybe, the South) to open as an integrated school. We owe this fact to the students who participated in the lawsuit filed by A.P. Tureaud and then registered in the last few days before classes started in 1958. (LSU had desegregated its undergraduate program in 1953 while Tulane University desegregated five years later than LSU/UNO.)

Last semester, members of the Diversity Cabinet began to discuss with you the idea of honoring these students during the fall 2013 commencement. We are glad that you have enthusiastically supported the idea. The end of this calendar year marks the end of the 55th anniversary of their efforts. The Diversity Cabinet hopes that this acknowledgment would be similar to what was done for the first graduating class on UNO’s 50th anniversary of the first graduating class: 1962-2012. Please let us know what we must do to make these plans a reality:

The Diversity Cabinet and Student Government are requesting your approval to name the south area of the University Center dining hall, known as “The Deck,” after the only African-American student to graduate within 4 years: Louise Arnolie. Ms. Arnolie emerged as a leader among the students, who organized to end the segregated conditions in the original school cafeteria (which was controlled by a private contractor). The cabi has learned that the name “The Deck” is not under the Aramark contract. The new name would be: Louise Arnolie Dinning Hall.

On the afternoon of the day of commencement, we would have a small ceremony marking the naming of the front area of the dining hall after Ms. Arnolie, who now lives in Maryland. We would like, if possible, for you to be present at this short ceremony. We want to make sure we follow the proper procedures needed and work with facilities services and all other departments to place two plaques near the entrance of the front part of the cafeteria. One plaque would list the names of the original African American students that were part of the first LSU/UNO student body and the other would describe why Ms. Arnolie and her fellow students are being honored.

Sincerely,

Peggy Gaffney
Diversity Cabinet, Director

Michael Mizell-Nelson
Service Learning Council, Director
Diversity Cabinet member

President Fos blog posting regarding meeting with these former students during the “55th anniversary for the 55” students last March on his blog:
http://fos.uno.edu/55th-for-the-55-first-african-american-students-return-to-uno-campus/