AGENDA
JOINT FACILITIES PLANNING AND FINANCE COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
*4:30 p.m., Thursday, March 27, 2014**
Claiborne Building Conference Center
Room 136A-B, “The Thomas Jefferson Room”
1201 North Third Street
Baton Rouge, Louisiana

FACILITIES PLANNING MEMBERS:       FINANCE MEMBERS:
Mr. David Guidry, Chair       Mr. Winfred Sibille, Chair
Mr. John Condos, Vice Chair    Mr. Carl Shetler, Vice Chair
Mr. Andre Coudrain              Mr. Edward Crawford III
Mr. John LeTard                 Mr. David Guidry
Mr. Jimmy Long                  Mr. D. Wayne Parker
Mr. Mark Romero                 Mr. Mark Romero
Mr. Carl Shetler                Mr. Robert Shreve

A. Call to Order
B. Roll Call
C. Approval of Committee Minutes of February 27, 2014
D. Consent Agenda:

   Board Agenda Item G.1.

   McNeese State University’s request for approval of a contract with Mr. Ronald P. Savoie, Head Women’s Soccer Coach, effective March 1, 2014.

   Board Agenda Item G.3.

   Southeastern Louisiana University’s request for approval of a contract with Mr. Jim Smoot, Head Women’s Volleyball Coach, effective February 1, 2014.
E. Discussion/Action:

**Board Agenda Item G.2.**

McNeese State University’s request for approval to place referenda on student self-assessed fees regarding (a) band, (b) spirit, (c) athletics, (d) theatre, (e) safety, (f) rodeo, and (g) student engagement on a student ballot.

**Board Agenda Item G.4.**

University of Louisiana at Monroe’s request for approval to construct a new International Student Facility utilizing a 501(c)3, not-for-profit corporation, and acceptance of improvements.

**Board Agenda Item G.5.**

University of Louisiana at Monroe’s request for approval to enter into a Grounds Lease Agreement and Agreement to Lease with Option to Purchase with ULM Facilities Inc., a 501(c)3 not-for-profit corporation, to replace the artificial turf at Malone Stadium Football Field and accept donation of improvements to the University.

F. Other Business

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

JOINT FACILITIES PLANNING AND FINANCE COMMITTEE

March 28, 2014

Item G.1.  McNeese State University’s request for approval of a contract with Mr. Ronald P. Savoie, Head Women’s Soccer Coach, effective March 1, 2014.

EXECUTIVE SUMMARY

Under this twelve-month contract, through February 28, 2015, Coach will earn $48,609, to be paid in monthly installments. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

If the University terminates the agreement without cause, Coach shall be entitled to the remaining base salary he would have earned from the date of termination to the contract end date, or the University may reassign Coach to another suitable position at the base salary. Amounts due for the year which comes due during the University’s current fiscal year ending June 30 shall be paid by the University. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded solely by the McNeese Foundation.

If Coach terminates the agreement without cause, Coach would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. No damages shall be due if termination is for just cause.

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 of a contract with Mr. Ronald P. Savoie, Head Women’s Soccer Coach, effective March 1, 2014.
February 28, 2014

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 (5) copies of McNeese State University’s request of contractual agreement with Ronald P. Savoie, Jr., Head Women’s Soccer Coach, effective March 1, 2014.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the March 27-28, 2014 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Women’s Soccer Coach

TERMS OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Philip C. Williams, and RONALD P. SAVOIE, JR. (hereinafter referred to as “COACH”). This contract is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for McNeese State University.

1.0 Employment

1.1 McNeese State University (the “University”) does hereby employ COACH as Head Women’s Soccer Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to Women’s Soccer which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.

1.2 COACH shall be responsible, and shall report, directly to McNeese State University’s Director of Athletics (the “Director”) and shall confer with the Director or the Director’s designee on all administrative and technical matters. Coach shall also be under the general supervision of McNeese State University’s President.

1.3 COACH shall manage and supervise the team and shall perform such other duties in McNeese State University’s athletic program as the Director may assign.

1.4 COACH agrees to represent McNeese State University positively in public and private forums and shall not engage in conduct that reflects adversely on McNeese State University or its athletic programs.

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of March 2014, and terminating without further notice to COACH on the 28th day of February 2015 unless extended under the terms of this contract.

2.2 This contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing and signed by the parties. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH’S service pursuant to this contract count in any way toward tenure at McNeese State University.

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $48,609.00.

3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with paragraph 14.1.

3.3 The University may permit additional (non-recurring) supplemental pay to COACH for team participation in post-season games in accordance and as stipulated by the University policy entitled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA Division I bylaw 11.3.2.3.

3.4 In this appointment, in accordance with ULS Policy Number FS.111.XXI.1.-1, you will not accrue Compensatory Leave and you will be exempt from taking leave when the University is officially closed at holiday breaks.

4.0 Contracts for broadcast and/or telecast

4.1 COACH may host a television show to promote the McNeese State University Women’s Soccer Team.

4.2 It is specifically agreed that in the filming or producing of such television shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:

(a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the television show.

(b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
(c) Complete records will be maintained regarding income and expenditures associated with said television show and available for verification by University auditors.

(d) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said television show.

(e) The COACH is an independent contractor during said television activities and, as a University employee, will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

(f) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the television show.

5.0 **Camps and Clinics**

5.1 COACH may operate a camp for the teaching of athletic pursuits on the University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by the University. COACH must adhere to the Policy for Use of Campus Facilities.

5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:

(a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.

(b) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.

(c) The COACH agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides: (1) **Workers’ Compensation and Employers Liability:** Workers’ Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics; (2) **Comprehensive General Liability:** $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; (3) **Other Insurance Requirements:** provided in the Policy for Use of Campus Facilities.

(d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.

(e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.

(f) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.

(g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

(h) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.
6.0 **Courtesy / Leased Vehicle Benefit**

6.1 The COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle may be made by either the Athletics Director or COACH.

(a) Should a courtesy/leased vehicle arrangement not be available with a local dealership COACH may receive a monthly monetary allowance not to exceed $500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University, and an amount equal to the annual sum of the allowance must be transferred to the University upon signature of this agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures.

6.2 Insurance on any courtesy / leased vehicle must be paid for by the dealership, the COACH, or some other arrangement agreed to by the Athletics Director.

6.3 The COACH may be reimbursed for miles driving the courtesy / leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a).

7.0 **Employee Benefits**

7.1 The COACH shall participate in the mandatory employee benefit plans and be eligible for optional employee plans as would any other University unclassified employee.

8.0 **Outside Income-Subject to Compliance with Board Rules**

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of Women's Soccer camps and/or Women's Soccer clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies. (Adopted 2/24/95)

8.2 COACH shall report annually in writing to the President through the Athletics Director all athletically related income from sources outside the University, and the University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

9.0 **Apparel, Equipment Endorsements**

9.1 The University shall pay to COACH any funds for which he/she is responsible in obtaining for the University through his/her endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes.

10.0 **Compliance with NCAA and Conference Rules and Regulations, and University Policies and Procedures**

10.1 COACH shall abide by the NCAA and Conference rules and regulations and the policies and procedures of the University. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). If found in violation of Conference rules and regulations, or University policies and procedures, COACH shall be subject to disciplinary or corrective action as set forth by Conference rules and regulations or University policies and procedures. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious, or repetitive violations of NCAA regulations (NCAA Constitution 11.2.1), Conference rules and regulations, or University policies and procedures.

10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

10.3 COACH shall promote an atmosphere for compliance within the program supervised by the coach and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).
11.0 Compliance with Local, State and Federal Laws

11.1 COACH shall abide by the laws of the local, state and federal governments. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in violation or gross disregard of local, state or federal laws.

12.0 Financial Incentive for Academic Success

12.1 COACH shall be eligible to receive a financial incentive for academic success within the Women’s Soccer program as defined in the University Athletic Department policy. The policy is as follows:

“A head coach whose team’s NCAA Multi-Year (Four-Year Rolling Average) Academic Progress Rate (APR) exceeds the national average for Division I public institutions for the reported academic year shall receive a financial incentive award in the amount of $1,000. In addition, the full-time academic support, athletic department staff members may receive a financial incentive award in the amount of $200 for each team that surpasses the aforementioned national benchmark. In order for a coach or staff member to be eligible to receive this award, the coach or staff member must have been employed at McNeese State University in their current capacity for at least one full academic year and subsequently would be eligible for the award at the conclusion of their second year.”

(a) COACH must be currently employed and was employed 100% of the reported academic year for team’s NCAA Multi-Year (Four-Year Rolling Average) Academic Progress Rate (APR).

13.0 Women’s Soccer Staff

13.1 COACH shall have the authority to select unclassified Women’s Soccer personnel upon authorization by the Athletics Director and approval by the Board of Supervisors for the University of Louisiana System following the University hiring policies.

14.0 Termination

14.1 In the event the University terminates the Contract, without cause, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date or the University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base in Section 3.1. Amounts due for the year which comes due during the University’s current fiscal year ending June 30th shall be paid by the University. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded solely by the McNeese Foundation. The liquidated damages shall be due and payable no later than sixty (60) days from the effective date of the termination. In the event COACH terminates the Contract without cause, COACH would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination. No damages shall be due if termination is for just cause. Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System.

14.2 Just cause for termination shall include, but not be limited to, violation or gross disregard of local, state or federal laws, NCAA or Conference rules or regulations, or University policies or procedures.

IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witness.

WITNESSES:

[Signatures]

Ronald H. Savoie, Jr., Head Women’s Soccer Coach
McNeese State University

[Signature]  Date 3/13/14

Fred Bruce Hemphill, Director of Athletics
McNeese State University

[Signature]  Date 3/13/14

Dr. Philip C. Williams, President
McNeese State University

[Signature]  Date 3/13/14

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the ______ day of ________, 20______ .

SECRETARY – Board of Supervisors
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

JOINT FACILITIES PLANNING AND FINANCE COMMITTEE

March 28, 2014

Item G.3.  Southeastern Louisiana University’s request for approval of a contract with Mr. Jim Smoot, Head Women’s Volleyball Coach, effective February 1, 2014.

EXECUTIVE SUMMARY

Under the proposed agreement, effective February 1, 2014 through November 30, 2015, Coach’s base annual salary is $49,500. Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The Lion Athletics Association will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- $250--Conference Coach of the Year
- $150--Conference Co-Coach of the Year
- $2,000--NCAA Post Season or Conference Season Championship
- $10,000--Winning the NCAA National Championship
- $250--NCAA All American Athlete with GPA over 3.0
- $100--NCAA All American Athlete with GPA 2.0-2.9
- $250--Team average APR above 965

In the event the University terminates the contract without cause, Coach shall be entitled to $15,000 payable by the Lions Athletic Association. In the event Coach terminates the contract without cause to become a Division 1 head coach, Coach would be liable to the Lions Athletic Association for liquidated damages in the amount of $15,000. If Coach terminates this contract for any reason other than becoming employed as a Division 1 Head Volleyball coach, Coach shall have no responsibility to the University.

Either party may opt to terminate this contract in the event that University’s athletics program undergoes a division reclassification. Contract may be terminated at any time should the University discontinue the women’s volleyball program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, Coach will receive a 90-calendar-day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the University. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
The University and the Lions Athletic Association each have an employment agreement with the Coach.

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 contract with Mr. Jim Smoot, Head Women’s Volleyball Coach, effective February 1, 2014.
March 11, 2014

University of Louisiana System
Attn: Carol Slaght
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Re: Head Volley Ball Coach Contract for March 2014 Board Meeting

Dear Carol:

Enclosed are the executed signature pages for James Smoot’s Head Volley Ball Coach Contract. Please replace the blank pages with these executed ones.

Sincerely,

Becky Nuccio
Office of the Vice President
for Administration & Finance

Attachments
March 6, 2014

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

Re: Contract for Athletics Head Coach

Dear Dr. Woodley:

Southeastern Louisiana University respectfully requests the following contract for athletics head coach be placed on the agenda for the March 2014 meeting of the Board of Supervisors:

James Smoot – Head Volleyball Coach

Your consideration is appreciated.

Sincerely,

[Signature]

John L. Crain
President

Attachment
CONTRACT OF EMPLOYMENT
HEAD VOLLEYBALL COACH

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of February, 2014 between Southeastern Louisiana University and through its President, Dr. John Crain and Jim Smoot (hereinafter referred to as ‘COACH’). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University.

1.0 Employment

1.1 Southeastern Louisiana University (the “University”) does hereby employ COACH as head Volleyball coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to Volleyball which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its’ President and Athletic Director.

1.2 COACH shall be responsible, and shall report, directly to the University’s Director of Athletics (the “Director”) and shall confer with the Director or the Director’s designee on all administrative and technical matters. Coach shall also be under the general supervision of University’s President.

1.3 COACH shall manage and supervise the team and shall perform such other duties in Southeastern Louisiana University’s athletic program as the Director may assign.

1.4 COACH agrees to represent Southeastern Louisiana University positively in public and private forums and shall not engage in conduct that reflects adversely on Southeastern Louisiana University or its athletic programs.
1.5 COACH shall inform the Director of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)

1.6 COACH is aware of and sensitive to the importance of the APR and as such realizes that it will be a vital component on his annual evaluation. COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the Athletic Director.

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of February, 2014 and terminating without further notice to COACH on the 30th day of November, 2015 unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from Southeastern Louisiana University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This agreement in no way grants the COACH a claim to tenure in employment, nor shall COACH’S service pursuant to this agreement count in any way toward tenure at Southeastern Louisiana University.

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, Southeastern Louisiana University shall pay COACH a base annual salary of $49,500 for the term of this agreement on a bi-weekly basis.

3.2 The COACH may be eligible for annual cost of living or merit pay increase in addition to the stated base salary. The COACH is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified staff service.
3.3 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 12.

4.0 Incentive Compensation

During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY. Per head coach discretion and written direction; money from incentives can be directed to paid members of his/her staff in accordance to UNIVERSITY policy and procedures.

The potential earned salary supplements are:

A. $250.00- Conference Coach of the Year
B. $150.00- Conference CO- Coach of the Year
C. $10,000 for winning the NCAA National Championship
D. $2,000- for NCAA Post Season (Team) or Conference Season (Team) Championship
E. $250.00- NCAA All American Athlete with GPA over 3.0
F. $100.00-NCAA All American Athlete with GPA 2.0-2.9
G. $250.00 Team average APR above 965

5.0 Contracts for broadcast and/or telecast

5.1 COACH may host a television and/or Radio Show to promote the Southeastern Louisiana University Volleyball Team.

5.2 It is specifically agreed that in the filming or producing of such television and/or
Radio Show, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

(a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the television show.

(b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.

(c) Complete records will be maintained regarding income and expenditures associated with said television show and available for verification by University auditors.

(d) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said television show.

(e) The COACH is an independent contractor during said broadcast activities and, as a University employee will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

(f) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the television show.

5.3 The COACH agrees to follow sponsorship agreement regulations as set forth by the University Athletic Department, the Office of University Advancement and the Lion Athletics Association.

6.0 Camps and Clinics

6.1 COACH may operate a camp(s) for the teaching of athletic pursuits on the University property. The use of University facilities will be determined by the availability of those facilities as established by the University.

6.2 It is specifically agreed that in the operation of such camps, COACH acts as an
independent contractor and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

(a) COACH will be required to sign a separate agreement through the appropriate University department as it relates to the operation of such camp(s). Facility and other fees required as part of this separate agreement will be consistent with the fees charged to other independent contractors for similar facilities and/or consistent with policies in place at the time the separate agreement is signed.

(b) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.

(c) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.

(d) The COACH agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:

1) Workers Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.

2) Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

(e) Annual leave shall be requested to cover the dates and times of the camp operation for all University personnel involved.

(f) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.

(g) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.

(h) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with
the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

(i) The Director of Intercollegiate Athletics and Director of Auxiliary Services will be the administrative officers of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

7.0 Employee Benefits

7.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee.

7.2 For each Volleyball season, COACH shall be entitled to a total of twelve ten (10) tickets per home Volleyball game and two (2) tickets to all other regular season home athletic competitions.

8.0 Outside Income-Subject to Compliance with Board Rules

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his University employment and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his operation of Volleyball camps and/or Volleyball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

8.2 COACH shall report annually in writing to the President through the Athletic Director on July 1st all athletically related income from sources outside the University and the University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

9.0 Apparel, Equipment Endorsements

The University shall receive and then pay to COACH any funds for which he is
responsible in obtaining for the University through his endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes. Any payments received shall not be in conflict with University polices, the University of Louisiana System policies, or the laws of the State of Louisiana.

10.0 Compliance with NCAA, Conference and University Rules

10.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. COACH shall also promote an atmosphere of compliance and monitor the compliance of COACH’s staff (NCAA Bylaw 11.1.21.1). If COACH is found in violation of NCAA regulations, the COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

10.2 COACH shall abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in a manner that benefits a University official and shall always attempt to create goodwill and a good image for the University.

10.3 COACH must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

11.0 Coaching Staff

11.1 COACH shall have the authority to select unclassified Volleyball personnel upon
authorization by the Athletic Director and approval by the President and the Board of Supervisors for the University of Louisiana System.

11.2 COACH is expected to demonstrate a commitment to NCAA, Conference and UNIVERSITY through monitoring COACH’s staff activities.

12.0 Termination

12.1 Either party at the sole discretion may terminate the contract without cause with provision set forth in this contract. In the event the UNIVERSITY terminates the Contract, without cause, the COACH shall be entitled to $15,000. The liquidated damages shall be due and payable in lump sum within sixty (60) days of the date of termination payable from the Lion Athletics Association. Prior to the termination of COACH, University will obtain approval from the President of the University of Louisiana System.

12.2 In the event the COACH terminates the contract to take another Division I head coaching job prior to the completion of the terms of the contract, the coach will be liable to pay the Lion Athletics Association $15,000. If COACH terminates this contract for any other reason than becoming employed as a Division I Head Volleyball coach, COACH shall have no responsibility, obligation, or liability to the UNIVERSITY.

12.3 COACH may be terminated by the DIRECTOR for cause at any time for:

(a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination

(b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University.

(c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but
result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon
the reputation or mission of the University.

(d) Substantial and manifest incompetence

(e) Violation or gross disregard of state or federal laws

(f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.

(g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1

(h) Unethical conduct pursuant to NCAA Bylaw 10.1

12.4 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due if termination is for just cause.

12.5 Either party may opt to terminate this contract in the event that UNIVERSITY’s athletics program undergoes a division reclassification.

12.6 This contract may be terminated at any time should the UNIVERSITY discontinue the VOLLEYBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. In such case, neither the UNIVERSITY nor the employee will be liable for any buyouts.

12.7 COACH may be terminated at any time due to the financial circumstances in
which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

12.8 Any violation of this contract is grounds for dismissal with cause.

13.0 Fundraising

13.1 All fundraising activities by COACH must be pre-approved by the Athletics Director, or his designated employee, to ensure that such activities are in compliance with University policies as set forth by the Athletic Department, the Office of University Advancement and the Lion Athletics Association.

14.0 Force Majeure

Neither party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

15.0 Severability

If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _____ day of ______________, 20__.
STATE OF LOUISIANA
PARISH OF TANGIPAHOA

BETWEEN:
Southeastern Louisiana University AND
Lion Athletics Association AND
Volleyball, Head Coach

AGREEMENT
HEAD VOLLEYBALL COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and Jim Smoot the University Head VOLLEYBALL Coach.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head VOLLEYBALL coach. To that end, the Lion Athletic Association agrees to pay any sums which may be due upon the termination of the Head Coach as per the Termination Section 12.0. This does not include any sums which may be due to Head Coach by the University for the current contract year.

2.

The Lion Athletic Association acknowledges that it has agreed to pay or supplement the salary of the Head VOLLEYBALL Coach in the amount as per paragraph 4.0 of the Head Coach’s Contract of Employment with Southeastern Louisiana University.

3.

The Lion Athletic Association and Head VOLLEYBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the Head Coach’s contract, and all agree to be bound by the terms of each agreement.

12 Coach Initial: Admin Initial:
Entered into this 5th day of March, 2014.

PRESIDENT - Dr. John Crain
Southeastern Louisiana University

Jay Artigues
ATHLETICS DIRECTOR

James Smoqet
HEAD VOLLEYBALL COACH

PRESIDENT
LION ATHLETICS ASSOCIATION

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ______ day of ______________________, 20____.

SECRETARY OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

Coach Initial: Admin Initial: ___
DISCUSSION/ACTION ITEMS
Item G.2. McNeese State University’s request for approval to place referenda on student self-assessed fees regarding (a) band, (b) spirit, (c) athletics, (d) theatre, (e) safety, (f) rodeo, and (g) student engagement on a student ballot.

EXECUTIVE SUMMARY

The McNeese State University Student Government Association proposes that referenda be placed for a student vote for each of the following proposed student self-assessed fees:

<table>
<thead>
<tr>
<th>Fee Title</th>
<th>Current Fee Fall and Spring</th>
<th>Current Summer Fee</th>
<th>Proposed Fee Increase Fall and Spring</th>
<th>Proposed Fee Increase Summer</th>
<th>Total Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Band</td>
<td>$8.00</td>
<td>$5.00</td>
<td>$5.00</td>
<td>$5.00</td>
<td>$85,440</td>
</tr>
<tr>
<td>Spirit</td>
<td>$2.50</td>
<td>$2.00</td>
<td>$1.00</td>
<td>$.50</td>
<td>$15,928</td>
</tr>
<tr>
<td>Athletics</td>
<td>$32.00</td>
<td></td>
<td>$20.00</td>
<td></td>
<td>$295,380</td>
</tr>
<tr>
<td>Theatre</td>
<td>$2.00</td>
<td>$2.00</td>
<td>$2.00</td>
<td></td>
<td>$29,538</td>
</tr>
<tr>
<td>Safety</td>
<td>$2.00</td>
<td>$2.00</td>
<td>$3.00</td>
<td>$3.00</td>
<td>$51,264</td>
</tr>
<tr>
<td>Rodeo</td>
<td>$4.50</td>
<td>$4.00</td>
<td>$4.50</td>
<td>$2.50</td>
<td>$72,258</td>
</tr>
<tr>
<td>Student Engagement</td>
<td></td>
<td></td>
<td>$50.00</td>
<td>$24.00</td>
<td>$794,106</td>
</tr>
</tbody>
</table>

Students would consider and vote separately on each of the above fees. The Student Engagement Fee would be distributed as follows:

<table>
<thead>
<tr>
<th>Name of Fee</th>
<th>Fall and Spring</th>
<th>Summer</th>
<th>Total Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office of Student Engagement &amp; Success</td>
<td>$5.00</td>
<td>$3.00</td>
<td>$80,802</td>
</tr>
<tr>
<td>Radio Station</td>
<td>$4.00</td>
<td>$2.50</td>
<td>$64,874</td>
</tr>
<tr>
<td>Big Entertainment</td>
<td>$15.00</td>
<td>$5.00</td>
<td>$233,130</td>
</tr>
<tr>
<td>Student Union Facility</td>
<td>$23.00</td>
<td>$12.00</td>
<td>$367,514</td>
</tr>
<tr>
<td>Lyceum/Speaker Series</td>
<td>$3.00</td>
<td>$1.50</td>
<td>$47,786</td>
</tr>
<tr>
<td>Total</td>
<td>$50.00</td>
<td>$24.00</td>
<td>$794,106</td>
</tr>
</tbody>
</table>
A student election would be held in the Spring 2014. The fees all have a perpetual term of assessment. Approved fees would be assessed beginning with the Fall 2014 semester and each would begin at one credit hour. The Student Government Association approved the resolutions on December 4, 2013 and amended select ballot language on March 12, 2014.

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 place referenda on student self-assessed fees regarding (a) band, (b) spirit, (c) athletics, (d) theatre, (e) safety, (f) rodeo, and (g) student engagement on a student ballot.
January 31, 2014

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 (5) copies of McNeese State University’s request for approval to allow for a student referendum for seven separate student self-assessed fees. The referendum is to be placed for a student vote for each of the following student self-assessed fees: Band, Spirit, Athletics, Theatre, Safety, Student Engagement and Rodeo. A student election is anticipated to be held in April 2014.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the February 27, 2014 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
BAND FEE

SUMMARY OF INFORMATION REQUIRED WHEN REQUESTING PERMISSION TO ASSESS, INCREASE, AND/OR RENEW ADMINISTRATIVE /STUDENT FEES

Submitted by: Eddie P. Meche, Vice President of Business Affairs, McNeese State University
Submitted to Board of Supervisors for the University of Louisiana System

Proposed Fees to be assessed/increased

1. STUDENTS AFFECTED AND FEE:

   Band Fee: All full-time and part-time students would pay a self-assessed fee of $5.00 in fall, $5.00 in spring, and $5.00 in summer, and the fees would beginning with the fall 2014 semester. Fees would begin at 0 credit hours.

2. TERM OF ASSESSMENT

   Perpetual fee

3. ESTIMATED TOTAL ANNUAL REVENUES TO BE GENERATED:

   $85,440

4. FUNDS IN WHICH REVENUES WILL BE RECORDED:

   Restricted Fund

5. WHAT IS THE CURRENT BALANCE IN THIS FEE ACCOUNT?

   $64,572

6. IF THIS PROPOSED FEE REPLACES OTHER ASSESSED FEE(S) OR TRANSACTION CHARGES, WHAT IS THE AMOUNT OF THE FORGONE REVENUES?

   This fee does not replace other assessed fees or transactions.

7. IF THIS ADMINISTRATIVE FEE IS REQUESTED TO OFFSET SPECIFIC COSTS ASSOCIATED WITH SACS OUTCOME ASSESSMENTS, PLEASE GIVE A DESCRIPTION OF THE EXPENSES REQUIRING THESE ADDITIONAL REVENUES BY OBJECT(S) AND FUNCTION(S).

   Fees are not administrative fees associated with a SACS outcome.

8. IF THIS IS A REQUEST TO INCREASE AN EXISTING FEE, PLEASE EXPLAIN WHY THE INCREASE IS NEEDED AND HOW MUCH INCREASED REVENUE WILL BE GENERATED.
BAND FEE

This fee increase is needed for providing additional support for travel, uniform purchases and maintenance, equipment, recruitment, retention, and efforts to improve the marketing branding of the University Bands.

9. **INDICATE WHAT YOUR CURRENT FULL TIME MANDATORY ATTENDANCE FEES ARE AND WHAT THEY WILL BE IF THIS FEE IS APPROVED.**

   Fall Semester:
   - Present Full-time Mandatory Attendance Fees: $2,842.75
   - Add: Proposed Fee $5.00

   Mandatory attendance fees, if fee is approved: $2,847.75

10. **GENERAL COMMENTS**
SPRIT FEE

SUMMARY OF INFORMATION REQUIRED WHEN REQUESTING PERMISSION TO ASSESS, INCREASE, AND/OR RENEW ADMINISTRATIVE /STUDENT FEES

Submitted by: Eddie P. Meche, Vice President of Business Affairs, McNeese State University

Submitted to Board of Supervisors for the University of Louisiana System

Proposed Fees to be assessed/increased

1. STUDENTS AFFECTED AND FEE:

   Spirit Fee: All full-time and part-time students would pay a self-assessed fee of $1.00 in fall, $1.00 in spring, and $.50 in and beginning with the fall 2014 semester. The fee would begin at 0 credit hours.

2. TERM OF ASSESSMENT

   Perpetual fee

3. ESTIMATED TOTAL ANNUAL REVENUES TO BE GENERATED:

   $15,928.50

4. FUNDS IN WHICH REVENUES WILL BERecorded:

   Restricted Fund

5. WHAT IS THE CURRENT BALANCE IN THIS FEE ACCOUNT?

   $4,329

6. IF THIS PROPOSED FEE REPLACES OTHER ASSESSED FEE(S) OR TRANSACTION CHARGES, WHAT IS THE AMOUNT OF THE FORGONE REVENUES?

   This fee does not replace other assessed fees or transactions.

7. IF THIS ADMINISTRATIVE FEE IS REQUESTED TO OFFSET SPECIFIC COSTS ASSOCIATED WITH SACS OUTCOME ASSESSMENTS, PLEASE GIVE A DESCRIPTION OF THE EXPENSES REQUIRING THESE ADDITIONAL REVENUES BY OBJECT(S) AND FUNCTION(S).

   Fees are not administrative fees associated with a SACS outcome.
8. **IF THIS IS A REQUEST TO INCREASE AN EXISTING FEE, PLEASE EXPLAIN WHY THE INCREASE IS NEEDED AND HOW MUCH INCREASED REVENUE WILL BE GENERATED.**

   This increase is needed for providing additional support for travel, uniform, supplies, equipment, and efforts to improve the marketing branding through spirit.

9. **INDICATE WHAT YOUR CURRENT FULL TIME MANDATORY ATTENDANCE FEES ARE AND WHAT THEY WILL BE IF THIS FEE IS APPROVED.**

   **Fall Semester:**
   - Present Full-time Mandatory Attendance Fees: $2,842.75
   - Add: Proposed Fee $1.00

   Mandatory attendance fees, if fee is approved: $2,843.75

10. **GENERAL COMMENTS**
ATHLETIC FEE

SUMMARY OF INFORMATION REQUIRED WHEN REQUESTING PERMISSION TO ASSESS, INCREASE, AND/OR RENEW ADMINISTRATIVE /STUDENT FEES

Submitted by: Eddie P. Meche, Vice President of Business Affairs, McNeese State University

Submitted to Board of Supervisors for the University of Louisiana System

Proposed Fees to be assessed/increased

1. STUDENTS AFFECTED AND FEE:
   
   **Athletic Fee:** All full-time and part-time students would pay a self-assessed fee of $20.00 in fall and $20.00 in spring, beginning with the fall 2014 semester. The fee would begin at 0 credit hours.

2. TERM OF ASSESSMENT
   
   Perpetual fee

3. ESTIMATED TOTAL ANNUAL REVENUES TO BE GENERATED:
   
   $295,380

4. FUNDS IN WHICH REVENUES WILL BE Recorded:
   
   Restricted Fund

5. WHAT IS THE CURRENT BALANCE IN THIS FEE ACCOUNT?
   
   $14,115

6. IF THIS PROPOSED FEE REPLACES OTHER ASSESSED FEE(S) OR TRANSACTION CHARGES, WHAT IS THE AMOUNT OF THE FORGONE REVENUES?

   This fee does not replace other assessed fees or transactions.

7. IF THIS ADMINISTRATIVE FEE IS REQUESTED TO OFFSET SPECIFIC COSTS ASSOCIATED WITH SACS OUTCOME ASSESSMENTS, PLEASE GIVE A DESCRIPTION OF THE EXPENSES REQUIRING THESE ADDITIONAL REVENUES BY OBJECT(S) AND FUNCTION(S).

   Fees are not administrative fees associated with a SACS outcome.

8. IF THIS IS A REQUEST TO INCREASE AN EXISTING FEE, PLEASE EXPLAIN WHY THE INCREASE IS NEEDED AND HOW MUCH INCREASED REVENUE WILL BE GENERATED.
ATHLETIC FEE

Additional support is needed for the Athletics Department operations and to support for student engagement at athletics events.

9. INDICATE WHAT YOUR CURRENT FULL TIME MANDATORY ATTENDANCE FEES ARE AND WHAT THEY WILL BE IF THIS FEE IS APPROVED.

Fall Semester:

• Present Full-time Mandatory Attendance Fees: $2,842.75
• Add: Proposed Fee $20.00

Mandatory attendance fees, if fee is approved: $2,862.75

10. GENERAL COMMENTS
THEATRE FEE

SUMMARY OF INFORMATION REQUIRED WHEN REQUESTING PERMISSION TO ASSESS, INCREASE, AND/OR RENEW ADMINISTRATIVE /STUDENT FEES

Submitted by: Eddie P. Meche, Vice President of Business Affairs, McNeese State University

Submitted to Board of Supervisors for the University of Louisiana System

Proposed Fees to be assessed/increased

1. STUDENTS AFFECTED AND FEE:

   Theatre Fee: All full-time and part-time students would pay a self-assessed fee of $2.00 in fall and $2.00 in spring, beginning with the fall 2014 semester. The fee would begin at 0 credit hours.

2. TERM OF ASSESSMENT

   Perpetual fee

3. ESTIMATED TOTAL ANNUAL REVENUES TO BE GENERATED:

   $29,538

4. FUNDS IN WHICH REVENUES WILL BE RECORDED:

   Restricted Fund

5. WHAT IS THE CURRENT BALANCE IN THIS FEE ACCOUNT?

   $10,995

6. IF THIS PROPOSED FEE REPLACES OTHER ASSESSED FEE(S) OR TRANSACTION CHARGES, WHAT IS THE AMOUNT OF THE FORGONE REVENUES?

   This fee does not replace other assessed fees or transactions.

7. IF THIS ADMINISTRATIVE FEE IS REQUESTED TO OFFSET SPECIFIC COSTS ASSOCIATED WITH SACS OUTCOME ASSESSMENTS, PLEASE GIVE A DESCRIPTION OF THE EXPENSES REQUIRING THESE ADDITIONAL REVENUES BY OBJECT(S) AND FUNCTION(S).

   Fees are not administrative fees associated with a SACS outcome.

8. IF THIS IS A REQUEST TO INCREASE AN EXISTING FEE, PLEASE EXPLAIN WHY THE INCREASE IS NEEDED AND HOW MUCH INCREASED REVENUE WILL BE GENERATED.
THEATRE FEE

Additional funds are needed for theatrical performances, copyright fees, lighting repairs, maintenance, costume purchases, set design, resources to build sets, and festival travel.

9. INDICATE WHAT YOUR CURRENT FULL TIME MANDATORY ATTENDANCE FEES ARE AND WHAT THEY WILL BE IF THIS FEE IS APPROVED.

Fall Semester:
- Present Full-time Mandatory Attendance Fees: $2,842.75
- Add: Proposed Fee $2.00

Mandatory attendance fees, if fee is approved: $2,844.75

10. GENERAL COMMENTS
SAFETY FEE

SUMMARY OF INFORMATION REQUIRED WHEN REQUESTING PERMISSION TO ASSESS, INCREASE, AND/OR RENEW ADMINISTRATIVE /STUDENT FEES

Submitted by: Eddie P. Meche, Vice President of Business Affairs, McNeese State University
Submitted to Board of Supervisors for the University of Louisiana System

Proposed Fees to be assessed/increased

1. STUDENTS AFFECTED AND FEE:

   Safety Fee: All full-time and part-time students would pay a self-assessed fee of $3.00 in fall, $3.00 in spring, and $3.00 in summer, beginning with the fall 2014 semester. The fee would begin at 0 credit hours.

2. TERM OF ASSESSMENT

   Perpetual fee

3. ESTIMATED TOTAL ANNUAL REVENUES TO BE GENERATED:

   $29,538

4. FUNDS IN WHICH REVENUES WILL BE RECORDED:

   Restricted Fund

5. WHAT IS THE CURRENT BALANCE IN THIS FEE ACCOUNT?

   $41,029

6. IF THIS PROPOSED FEE REPLACES OTHER ASSESSED FEE(S) OR TRANSACTION CHARGES, WHAT IS THE AMOUNT OF THE FORGONE REVENUES?

   This fee does not replace other assessed fees or transactions.

7. IF THIS ADMINISTRATIVE FEE IS REQUESTED TO OFFSET SPECIFIC COSTS ASSOCIATED WITH SACS OUTCOME ASSESSMENTS, PLEASE GIVE A DESCRIPTION OF THE EXPENSES REQUIRING THESE ADDITIONAL REVENUES BY OBJECT(S) AND FUNCTION(S).

   Fees are not administrative fees associated with a SACS outcome.

8. IF THIS IS A REQUEST TO INCREASE AN EXISTING FEE, PLEASE EXPLAIN WHY THE INCREASE IS NEEDED AND HOW MUCH INCREASED REVENUE WILL BE GENERATED.
SAFETY FEE

Additional support is needed for funding materials and training that directly affects the safety of students, and to the function of providing welfare and safety to the students of McNeese State University.

9. INDICATE WHAT YOUR CURRENT FULL TIME MANDATORY ATTENDANCE FEES ARE AND WHAT THEY WILL BE IF THIS FEE IS APPROVED.

Fall Semester:
- Present Full-time Mandatory Attendance Fees: $2,842.75
- Add: Proposed Fee $3.00

Mandatory attendance fees, if fee is approved: $2,845.75

10. GENERAL COMMENTS
RODEO FEE

SUMMARY OF INFORMATION REQUIRED WHEN REQUESTING PERMISSION TO ASSESS, INCREASE, AND/OR RENEW ADMINISTRATIVE/STUDENT FEES

Submitted by: Eddie P. Meche, Vice President of Business Affairs, McNeese State University

Submitted to Board of Supervisors for the University of Louisiana System

Proposed Fees to be assessed/increased

1. STUDENTS AFFECTED AND FEE:

   **Rodeo Fee:** All full-time and part-time students would pay a self-assessed fee of $4.50 in fall, $4.50 in spring, and $2.50 in summer, beginning with the fall 2014 semester. The fee would begin at 0 credit hours.

2. TERM OF ASSESSMENT

   Perpetual fee

3. ESTIMATED TOTAL ANNUAL REVENUES TO BE GENERATED:

   $72,258

4. FUNDS IN WHICH REVENUES WILL BE RECORDED:

   Restricted Fund

5. WHAT IS THE CURRENT BALANCE IN THIS FEE ACCOUNT?

   $18,269

6. IF THIS PROPOSED FEE REPLACES OTHER ASSESSED FEE(S) OR TRANSACTION CHARGES, WHAT IS THE AMOUNT OF THE FORGONE REVENUES?

   This fee does not replace other assessed fees or transactions.

7. IF THIS ADMINISTRATIVE FEE IS REQUESTED TO OFFSET SPECIFIC COSTS ASSOCIATED WITH SACS OUTCOME ASSESSMENTS, PLEASE GIVE A DESCRIPTION OF THE EXPENSES REQUIRING THESE ADDITIONAL REVENUES BY OBJECT(S) AND FUNCTION(S).

   Fees are not administrative fees associated with a SACS outcome.

8. IF THIS IS A REQUEST TO INCREASE AN EXISTING FEE, PLEASE EXPLAIN WHY THE INCREASE IS NEEDED AND HOW MUCH INCREASED REVENUE WILL BE GENERATED.
RODEO FEE

This fee increase would be used to provide additional support for travel, livestock purchases for practices, registration, equipment, and maintenance for the McNeese Rodeo Club.

9. INDICATE WHAT YOUR CURRENT FULL TIME MANDATORY ATTENDANCE FEES ARE AND WHAT THEY WILL BE IF THIS FEE IS APPROVED.

Fall Semester:
- Present Full-time Mandatory Attendance Fees: $2,842.75
- Add: Proposed Fee $4.50

Mandatory attendance fees, if fee is approved: $2,847.25

10. GENERAL COMMENTS
STUDENT ENGAGEMENT FEE

SUMMARY OF INFORMATION REQUIRED WHEN REQUESTING PERMISSION TO ASSESS, INCREASE, AND/OR RENEW ADMINISTRATIVE / STUDENT FEES

Submitted by: Eddie P. Meche, Vice President of Business Affairs, McNeese State University
Submitted to Board of Supervisors for the University of Louisiana System
Proposed Fees to be assessed/increased

1. STUDENTS AFFECTED AND FEE:
   
   Student Engagement Fee: All full-time and part-time students would pay a self-assessed fee of $50.00 in fall, $50.00 in spring, and $24.00, beginning with the fall 2014 semester. The fee would begin at 0 credit hours.

2. TERM OF ASSESSMENT
   Perpetual fee

3. ESTIMATED TOTAL ANNUAL REVENUES TO BE GENERATED:
   
   $794,106

4. FUNDS IN WHICH REVENUES WILL BE RECORDED:
   
   Restricted

5. WHAT IS THE CURRENT BALANCE IN THIS FEE ACCOUNT?
   
   None, this is a new fee.

6. IF THIS PROPOSED FEE REPLACES OTHER ASSESSED FEE(S) OR TRANSACTION CHARGES, WHAT IS THE AMOUNT OF THE FORGONE REVENUES?
   
   This fee does not replace other assessed fees or transactions.

7. IF THIS ADMINISTRATIVE FEE IS REQUESTED TO OFFSET SPECIFIC COSTS ASSOCIATED WITH SACS OUTCOME ASSESSMENTS, PLEASE GIVE A DESCRIPTION OF THE EXPENSES REQUIRING THESE ADDITIONAL REVENUES BY OBJECT(S) AND FUNCTION(S).
   
   Fees are not administrative fees associated with a SACS outcome.

8. IF THIS IS A REQUEST TO INCREASE AN EXISTING FEE, PLEASE EXPLAIN WHY THE INCREASE IS NEEDED AND HOW MUCH INCREASED REVENUE WILL BE GENERATED.
STUDENT ENGAGEMENT FEE

This fee will be used to fund the Office of Student Engagement and Success, KBYS Radio Station, provide funding for concerts, comedy shows, and other big entertainment events, provide funding for maintenance, renovations and construction for the Student Union and to bring speakers for academic and leisure purposes to the University.

9. INDICATE WHAT YOUR CURRENT FULL TIME MANDATORY ATTENDANCE FEES ARE AND WHAT THEY WILL BE IF THIS FEE IS APPROVED.

Fall Semester:
- Present Full-time Mandatory Attendance Fees: $2,842.75
- Add: Proposed Fee $50.00

Mandatory attendance fees, if fee is approved: $2,892.75

10. GENERAL COMMENTS
The Student Senate- McNeese State University
Legislation to Amend the Ballot Language of the Student Self-Assessed Fees

WHEREAS, the Student Government Association is the representative voice for McNeese State University Students, and,

WHEREAS, the Senate considers proposed legislation related to self-assessed student fee initiatives; and,

WHEREAS, the Senate, University President, and University of Louisiana System Board of Supervisors, must approve proposed changes to self-assessed student fees in order to place said proposed changes on a ballot for student body-wide vote; and,

WHEREAS, there needs to be some revisions to the ballot language to ensure complete transparency and full understanding for the Student of McNeese State University.

WHEREAS, these amendments are purely technical and do not change the current standing legislation that was passed on December 4th, 2013

BE IT RESOLVED, the McNeese State University Student Self-Assessed Fee Ballot language is amended to read as follows on in the Spring General Election:

Theatre Fee Assessment
The Students of McNeese State University agree to assess all students a fee of $4.00 dollars in the fall and spring semesters for the McNeese State University Theatre Program. This is a $2.00 increase in the fall, spring semesters, and no increase in the summer semester. This fee increase would be used to support theatrical performances, hire student workers, cover royalty fees, lighting repairs, maintenance of our three performance spaces, costume purchases, set, light, sound and property design, and festival travel.

Student Engagement Fee Assessment
The Students of McNeese State University agree to assess all students a fee of $5.00 dollars in the fall and spring semesters and $2.00 in the summer semester for the McNeese State University Student Engagement Activities. This is a new fee in the fall, spring, and summer semesters. $3.00 in fall and spring, $5.00 in summer of this fee would be used to fund the Office of Student Engagement and Success. $4.00 in fall and spring, and $2.50 in summer of this fee will be used for KBYS Radio Station. $15.00 in fall and spring and $5.00 in summer of this fee will provide funding for concerts, comedy shows, and other big entertainment events. $30.00 in fall and spring & $20.00 in summer of this fee will provide funding for maintenance, renovations and construction for the Student Union/ Student Center, and $3.00 in fall and spring & $1.50 in summer of this fee will be for funding to bring speakers for academic and leisure purposes the University.

Action Taken: __/__/2021
Signed Date: __/__/2021


Certified By:

Alex Reinauer
Speaker of the Student Senate


Davante Lewis
Student Government President

Zachary Webb
Vice-President

Alex Reinauer
Speaker of the Senate

Clare White
Treasurer

Morgan Miller
Secretary
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

JOINT FACILITIES PLANNING AND FINANCE COMMITTEE

March 28, 2014

Item G.4. University of Louisiana at Monroe’s request for approval to construct a new International Student Facility utilizing a 501(c)3, not-for-profit corporation and acceptance of improvements.

EXECUTIVE SUMMARY

The University is requesting Board approval to construct a new International Student Facility. The University will lease the land to ULM Facilities Inc. (ULMFI), a 501(c)3, not-for-profit corporation that is an affiliate of the University. ULMFI will arrange for all construction for the project. Upon completion of the project, ULMFI will donate the new International Student Facility and improvements to the University. This lease will expire upon final acceptance of construction. Funding is provided through a very generous donation from Eric Liew. The funds will be used by ULM Facilities, Inc. to pay the contractors and vendors for constructing the facility, furnishing, and equipping of this new facility. Total project cost is expected to $1,000,000.

The proposed scope of the project will involve the construction of a new International Student Facility including site improvements on the property. The proposed design of this facility includes an approximately 6,000-square-foot heated facility along with parking areas and outdoor recreation areas.

The new facility will serve international students by providing them a place to study, meet, and participate in recreational activities. The facility will also serve as a short-term transitional facility when new international students first arrive at the ULM campus.

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 to construct a new International Student Facility utilizing a 501(c)3, not-for-profit corporation, and acceptance of improvements.

BE IT FURTHER RESOLVED, that the President of University of Louisiana at Monroe 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 University of Louisiana at Monroe.

AND FURTHER, that UL System staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
March 5, 2014

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

RE: University of Louisiana at Monroe (ULM)
Request to Approve Construction of International Student Facility
March 28, 2014 ULS Board Meeting

Dear Dr. Woodley,

The University of Louisiana at Monroe is requesting approval to construct a new International Student Facility. I have enclosed an executive summary providing detailed information on this project. Please include ULM’s request for approval on the March 28, 2014 Board meeting agenda.

Should you have any questions or need further information please contact Jason Roubique, ULM Director of Facilities Management and EHS. Mr. Roubique may be reached by phone at 318-342-5171 or by email at roubique@ulm.edu. Thank you for your consideration of this request.

Sincerely,

Nick J. Bruno, Ph.D.
President

cc: Dr. William Graves, ULM Chief Business Officer
    Jason Roubique, ULM Director of Facilities Management and EHS
    Renee Lorio, UL System Facilities Planning Coordinator
New International Student Facility

Presentation to the Board of Supervisors for the University of Louisiana System

March 28, 2014
Contact Information

- **University**
  Jason Roubique, Director of Facilities Management & EHS
  University of Louisiana at Monroe (ULM)
  700 University Avenue
  Monroe, LA 71209
  (318) 342-5171
  (318) 342-3465 (fax)
  roubique@ulm.edu

- **Affiliate – 501(c)3 Organization**
  R. Scott McDonald, Chairman
  ULM Facilities Inc.
  University Library, Suite 623
  700 University Avenue
  Monroe, LA 71209
  (318) 342-1961

- **Project Counsel**
  Charles Herold
  Hudson, Potts, and Bernstein
  1800 Hudson Lane, Suite 300
  Monroe, LA 71201
  (318) 388-4400
  (318) 388-2758 (fax)
  cherold@hpblaw.com

- **Project Designer**
  Bill Land, Architect; AIA, NCARB
  Land 3 Architect Inc.
  1900 Stubbs Avenue
  Monroe, LA 71201
  (318) 322-2694
  (318) 322-2695 (fax)
  bill@landaia.com
Executive Summary

Background

ULM has a long history of serving a diverse international student population. Our international students are focused on succeeding in their academic endeavors but they also enhance the culture of the overall University. ULM remains focused on recruiting and retaining highly qualified international students to contribute to the future success of our great University.

Several years ago, the University recognized that building an International Student Facility would help enhance the quality of our International Student program. The proposed International Student Facility was incorporated into ULM’s campus facilities master plan and the University planned to move forward with this project when funding was available. ULM also identified this project in our capital campaign and made potential donors aware of this need.

Fortunately, ULM has received a very generous donation from a ULM international student alumnus. Mr. Eric Liew has committed $1.0 million to design and construct a new International Student Facility for ULM. The University is honored to receive this generous donation and very excited to move forward with construction of this International Student Facility.

Location

The new international student facility will be located at 3700 Northeast Drive, Monroe, LA. This location is currently owned by the University and is currently used for commuter student parking. It is located at one of the main entrances to ULM and should be easily identifiable for international students who may be visiting our campus for the first time. A survey plat and legal description of this property is attached to this summary for your reference.

Project Scope

The scope of the project involves designing and constructing a new international student facility including site improvements on the property. The proposed design of this facility includes an approximately 6000 heated square feet facility along with parking areas and outdoor recreation areas.

The new facility will serve international students by providing them a place to study, meet, and participate in recreational activities. The facility will also serve as a short
term transitional facility when new international students first arrive to the ULM campus.

Please see the attached conceptual drawings and floor plans for details on this facility.

**Project Schedule**

The University plans to begin construction in May 2014 and complete all construction by November 30, 2014. During December 2014 the new facility will have furniture and equipment installed as we prepare for an official opening. The new facility will be officially opened in January 2015 at the start of the spring semester.

**Financing & Project Structure**

The University plans to construct the International Student Facility using the third party process and standard lease / leaseback agreements.

The University will lease the land to ULM Facilities Inc. (ULMFI), a 501(c)3 not-for-profit corporation, that is an affiliate of the University. ULMFI will arrange for all construction for the project. Upon completion of the project, ULMFI will donate the new International Student Facility and improvements to the University. This lease will expire upon final acceptance of construction.

Funding is provided through a very generous donation from Eric Liew. The donated funds will be used by ULM Facilities Inc. to pay the contractors and vendors for construction, furnishing, and equipping of this new facility.

The total project cost is expected to be $1,000,000.
**Business Plan**

**Project Budget**

Surveying: $6,500.00  
Testing: $3,000.00  
Architecture / Engineering: $94,000.00  
Construction: $896,500.00  
**Project Total:** $1,000,000.00

**Construction Budget Detail**

General Conditions (Mobilization, Insurance Bonds): $15,000  
Site Improvements, Parking, Etc.: $20,000  
Construction of Facility ($130 per heated SF): $780,000

Construction Subtotal: $815,000  
**Plus 10% Contingency:** $81,500  
**Construction Total:** $896,500
Summary

The University of Louisiana at Monroe (ULM) appreciates the Board’s consideration of this important project. The University is striving to continuously improve our facilities, and our students are most supportive and appreciative of those efforts.

Accordingly, we respectfully request your approval of our project to construct a new International Student Facility.
PROPERTY DESCRIPTION

A certain tract or parcel of land situated in Lots 2, 3, & 4, Square 19, of Coles Addition to Monroe, Louisiana, as per plat filed in Plat Book 3, Page 4 of the records of Ouachita Parish, Louisiana and being more particularly described as follows:

Commence at a found ¾" iron pipe at the southwest corner of Lot 2, Square 19, of Coles Addition to Monroe, Louisiana, as per plat filed in Plat Book 3, Page 4 of the records of Ouachita Parish, Louisiana and the POINT OF BEGINNING; proceed North 08°50'46" East along the west line of Lots 2, 3, & 4 of Square 19 of said subdivision, a distance of 177.00 feet to the south right-of-way line of Northeast Drive; thence proceed South 81°09'14" East along said south right-of-way line, a distance of 160.00 feet to the east line of said Lot 4; thence proceed South 08°50'46" West along the east line of said Lots 2, 3, & 4, a distance of 177.00 feet to the southeast corner of said Lot 2; thence proceed North 81°09'14" West along the south line of said Lot 2, a distance of 160.00 feet to the POINT OF BEGINNING, containing 0.650 acres, more or less, and being subject to all easements, servitudes, and rights-of-way of record and/or of use.

This description is based on the Boundary Survey and Plat prepared by Kevin E. Crosby, Registered Professional Land Surveyor, dated February 21, 2014.
NORTH ELEVATION  (Side near Hemphill Hall)
EAST ELEVATION (Fenced in backyard)
SOUTH ELEVATION (Parking Lot Entrance)
WEST ELEVATION (University Ave)
Item G.5. University of Louisiana at Monroe’s request for approval to enter into a Grounds Lease Agreement with ULM Facilities Inc., a 501(c)3 not-for-profit corporation, to replace the artificial turf at Malone Stadium Football Field and accept donation of improvements to the University.

EXECUTIVE SUMMARY

The University requests approval to enter into a Grounds Lease with ULM Facilities Inc., a 501(c)3 not-for-profit corporation, to replace the artificial turf at Malone Stadium Football Field and accept donation of improvements to the University. ULM will lease the land of the football field to ULM Facilities, Inc. (ULMFI). This land will be leased to ULMFI for $1.00 per year.

These improvements will involve removing the existing artificial turf field and much of the existing base to establish a new grade. An additional gravel base and drainage system will be installed. The new artificial turf will be installed on top of this new gravel base and drainage system. The life expectancy of the new artificial turf system is approximately eight to ten years.

The estimated project cost is expected to be $920,000. ULM plans to use donated funds to complete this project. ULM Athletic Foundation and ULMFI will work together to provide approximately $520,000 towards the project. ULMFI will contribute funding to this project through interest savings generated by refinancing other outstanding debts. The Athletic Foundation will contribute funding from donations received by several supporters. Additionally, the ULM Athletic Foundation received a commitment of $400,000 from a private donor to cover the costs of the artificial turf. The donation will be paid at a rate of $50,000 per year over an eight-year agreement.

The Grounds Lease Agreement will expire when all construction is completed. At that time ULMFI will donate all improvements to 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 the University of Louisiana at Monroe’s request for approval to enter into a Grounds Lease Agreement with ULM Facilities Inc., a 501(c)3 not-for-profit corporation, to replace the artificial turf at Malone Stadium Football Field and accept donation of improvements to the University.
BE IT FURTHER RESOLVED, that University of Louisiana at Monroe shall obtain final review from UL System staff, legal counsel, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to execution of documents.

BE IT FURTHER RESOLVED, that the President of University of Louisiana at Monroe 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 University of Louisiana at Monroe.

AND FURTHER, that University of Louisiana at Monroe will provide the System office with copies of all final executed documents for Board files.
March 5, 2014

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

RE: University of Louisiana at Monroe (ULM)  
Request to Approve Malone Football Stadium Artificial Turf Project  
March 28, 2014 ULS Board Meeting

Dear Dr. Woodley,

The University of Louisiana at Monroe is requesting approval to proceed with replacing the artificial turf system at ULM’s Malone Football Stadium. I have enclosed an executive summary providing detailed information on this project. Please include ULM’s request for approval on the March 28, 2014 Board meeting agenda.

Should you have any questions or need further information please contact Jason Roubique, ULM Director of Facilities Management and EHS. Mr. Roubique may be reached by phone at 318-342-5171 or by email at roubique@ulm.edu. Thank you for your consideration of this request.

Sincerely,

Nick J. Bruno, Ph.D.  
President

cc: Dr. William Graves, ULM Chief Business Officer  
Jason Roubique, ULM Director of Facilities Management and EHS  
Renee Lorio, UL System Facilities Planning Coordinator
Artificial Turf Project -- Malone Stadium

Presentation to the Board of Supervisors for the University of Louisiana System

March 28, 2014
Contact Information

- **University**
  University of Louisiana at Monroe (ULM)
  Jason Roubique, Facilities Planning Officer
  700 University Avenue
  Monroe, LA 71209
  (318) 342-5171
  (318) 342-3465 (fax)
  roubique@ulm.edu

- **Affiliate – 501(c)3 Organization**
  R. Scott McDonald, Chairman
  ULM Facilities Inc.
  University Library, Suite 623
  700 University Avenue
  Monroe, LA 71209
  (318) 342-1961

- **Project Counsel**
  Charles Herold
  Hudson, Potts, and Bernstein
  1800 Hudson Lane, Suite 300
  Monroe, LA 71201
  (318) 388-4400
  (318) 388-2758 (fax)
  cherold@hpblaw.com

- **Project Designer**
  Danny Hebert, P.E.
  One American Place, Suite 310
  13919 River Road
  Luling, LA 70070
  (985) 785-2380
  (985) 785-2388 (fax)
  dhebert@hebertengineering.com
Executive Summary

Background

ULM has a proud history and tradition in all our athletic programs but particularly with football. ULM now competes as an NCAA Division 1 mid-major University in the Sun Belt Conference. For mid-major Universities where funding for athletic programs is a challenge, synthetic turf offers several advantages. First, the synthetic turf offers a safe, even playing surface for athletes, reducing the risk of injuries. Maintenance costs are also significantly lower for the synthetic football field. This is due to the fact that you can practice and play on the synthetic football field, reducing the maintenance costs on practice fields. A significant reduction in maintenance costs will come from not having to mow, water, paint, and maintain the main playing field.

ULM initially converted the Malone Stadium Football field to an artificial turf surface beginning in the Fall 2007 football season. The original artificial turf has now been through seven football seasons and needs to be replaced. The turf is worn, fraying in places, and seams are coming loose. The poor condition of the existing turf presents a safety hazard to our student athletes. In addition to replacing the turf, this project will address some drainage issues and improve the drainage of the football field.

Location

ULM’s Malone Stadium is located at 308 Warhawk Way on the main campus of ULM. The stadium is in good condition and can seat up to 30,000 spectators. A survey of the stadium and football field is attached to this summary for your reference.

Project Scope

The scope of the project involves removing the existing artificial turf field and much of the existing sand base to establish a new grade. A gravel base and drainage system will be installed. A layer of sand and small gravel will be precisely graded on top of the drainage system and will serve as the base of the artificial turf surface. The artificial turf surface will be installed on top of the sand/small gravel mix. The artificial turf surface we plan to use will be a monofilament turf with a life expectancy of approximately eight to ten years.
ULM will engage a professional engineer that specializes in artificial turf fields to
design the project and produce detailed construction drawings and specifications. A
contractor for the project will be selected through a competitive request for proposals
(RFP) process. This will ensure that the University secures the best contractor
through an independent process.

Project Schedule

The University would like to begin construction in April 2014 and complete all
construction by June 30, 2014. This will allow our athletes some time to practice
and get accustomed to the field prior to our opening football game in August.

Financing & Project Structure

The University plans to finance and construct the artificial turf field using the third
party process and standard lease / leaseback agreements.

The University will lease the land of the football field to ULM Facilities Inc. (ULMFI),
a 501(c)3 not-for-profit corporation, that is an affiliate of the University. This land will
be leased to ULMFI for $1.00 per year. ULMFI will arrange for all financing and
construction for the project. Upon completion of the project, ULMFI will lease back
the finished synthetic surface football field to the University through a facilities lease
agreement. This lease will expire when all of the debt is retired.

ULM plans to use donated funds to complete this project. The ULM Athletic
Foundation and ULM Facilities Inc. will work together to provide approximately
$520,000 towards the project. ULM Facilities, Inc. will contribute funding to this
project through interest savings generated by refinancing other outstanding debts.
The ULM Athletic Foundation will contribute funding from donations received by
several supporters. Additionally, the ULM Athletic Foundation received a donation of
$400,000.00 from a private donor to cover the costs of the artificial turf. This
donation will be paid at a rate of $50,000 per year over an eight year agreement.

The turf manufacturer has agreed to finance the cost of the turf surface ($400,000)
to the ULM Athletic Foundation for eight years at the rate of $50,000 per year. The
ULM Athletic Foundation will service this debt with the donation they receive
annually of $50,000 per year from the private donor.

It should be noted that this project will not result in any additional debt payments for
the University.

The total project cost is expected to be $920,000.
Business Plan

Project Budget

Surveying: $3,000.00  
Testing: $2,000.00  
Engineering: $55,000.00  
Construction: $860,000.00  
Project Total: $920,000.00

Construction Budget Detail

General Conditions (Mobilization, Insurance Bonds): $35,900  
Laser Grading and Compaction: $27,000  
Turf Underdrain System (gravel base): $192,500  
Storm Drainage Improvements: $67,620  
Nailer Board: $19,000  
Geomembrane Liner: $39,800  
Synthetic Turf System Including Football Markings: $400,000

Construction Subtotal: $781,820  
Plus 10% Contingency: $78,180  
Construction Total: $860,000
Summary

The University of Louisiana at Monroe (ULM) appreciates the Board’s consideration of this important project. The University is striving to continuously improve our facilities, and our students are most supportive and appreciative of those efforts.

Accordingly, we respectfully request your approval of our project to install artificial turf on our football field at Malone Stadium.
Survey & Location of Malone Stadium & Football Field