AGENDA
FINANCE COMMITTEE
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM
*11:15 a.m., Thursday, August 24, 2017**
Room 100, “Louisiana Purchase Room”
Claiborne Conference Center
1201 North Third Street
Baton Rouge, Louisiana

MEMBERS:
Mr. Mark Romero, Chair
Mr. Virgil Roizinon, Jr., Vice Chair
Dr. John Condos
Mr. Edward Crawford III
Ms. Lola Dunahoe
Mr. Jimmie “Beau” Martin, Jr.
Mr. Winfred Sibille

A. Call to Order
B. Roll Call
C. Consent Agenda:

Board Agenda Item I.1.
Nicholls State University’s request for approval of the execution of supplemental leases between the University and NSU Facilities Corporation in connection with the refunding or remarketing of all or a portion of the University’s outstanding Series 2007 Bonds.

Board Agenda Item I.2.
Nicholls State University’s request for approval to enter into a Cooperative Endeavor Agreement with Hospital Service District No. 3, Parish of Lafourche, State of Louisiana, DBA Thibodaux Regional Medical Center, to provide athletic training services.

Board Agenda Item I.3.
Northwestern State University’s request for approval of a revision to the Law Enforcement Exemption and EMS/Paramedics and Fire Service Personnel Exemption.

** Executive Session, pursuant to R.S. 42:17, may be required.
Board Agenda Item I.4.

University of New Orleans’ request for approval of a Cooperative Endeavor Agreement by and among the University, the City of Slidell, and Louisiana State University.

Board Agenda Item I.5.

University of New Orleans’ request for approval of a Memorandum of Understanding with The Center for Higher Learning NASA/John C. Stennis Space Center.

Board Agenda Item I.6.

University of New Orleans’ request for approval to repurpose the Olga Braunstein Endowed Professorship in Petroleum Geology.

Board Agenda Item I.7.

University of Louisiana System’s request for approval to establish LEQSF (8g) Endowed Professorships/First Generation Scholarships/Graduate Endowed Scholarships as follows:

a. Louisiana Tech University
   1) Leslie and Kathy Guice First Generation Student Endowed Scholarship
   2) Clarence and Louise Faulk Professorship

b. Northwestern State University
   1) The R. Stewart Ewing Endowed Professorship in Business
   2) The Thomas M. Wright Endowed Professorship in Accounting
   3) Senator Gerald Long Endowed Professorship
   4) State Farm Endowed Professorship in Business
   5) The Bacdayan Family First Generation Endowed Scholarship in Business
   6) The Bacdayan Family First Generation Endowed Scholarship in Health Sciences
   7) Michael Peter Manno First Generation Endowed Scholarship
   8) Theta Mu First Generation Endowed Scholarship
   9) Rose Landry Long Louisiana Senate First Generation Endowed Professorship
  10) David and Sherry Morgan First Generation Endowed Scholarship
  11) David and Sherry Morgan First Generation Endowed Scholarship #2
  12) David and Sherry Morgan First Generation Endowed Scholarship #3
13) David and Sherry Morgan First Generation Endowed Scholarship #4
14) David and Sherry Morgan First Generation Endowed Scholarship #5
15) David and Sherry Morgan First Generation Endowed Scholarship #6
16) David and Sherry Morgan First Generation Endowed Scholarship #7
17) David and Sherry Morgan First Generation Endowed Scholarship #8
18) David and Sherry Morgan First Generation Endowed Scholarship #9
19) David and Sherry Morgan First Generation Endowed Scholarship #10
20) Ludlow and Bless McNeely First Generation Endowed Scholarship
21) John and Angelina Manno First Generation Endowed Scholarship
22) The Allen and Mary Posey Distinguished Graduate Endowed Scholarship in Education

c. University of Louisiana at Lafayette
1) Richard G. Neiheisel/BORSF Endowed Professorship in History
2) Lafayette Music Company-Raymond J. Goodrich/BORSF Professorship in Music
3) G.S. Beaman Griffin/BORSF Endowed Professorship in Music
4) Rhett Jeansonne/BORSF Professorship in Insurance & Risk Management
5) Francis Patrick Clark/BORSF Professorship in Computing & Informatics III
6) Francis Patrick Clark/BORSF Professorship in Computing & Informatics IV
7) Senator Edgar “Sonny” Mouton/BORSF Endowed Professorship in Liberal Arts

Board Agenda Item I.8.

University of Louisiana System’s request for acceptance of Fiscal Year 2016-17 Financial and Compliance and Federal Award Programs Representation Letters for (a) Grambling State University, (b) Louisiana Tech University, (c) Nicholls State University, (d) Northwestern State University, (e) Southeastern Louisiana University, (f) University of Louisiana at Lafayette, (g) University of New Orleans, and (h) University of Louisiana System.
D. Discussion/Action:

Board Agenda Item I.9.

University of Louisiana System’s request for approval of Fiscal Year 2017-18 Operating Budgets, including organizational charts, undergraduate/graduate mandatory attendance fees, scholarships, and System Shared Costs.

Board Agenda Item I.10.

University of Louisiana System’s request for approval to create the For Our Future Award.

E. Other Business

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

FINANCE COMMITTEE

August 24, 2017

Item I.1. Nicholls State University’s request for approval of the execution of supplemental leases between the University and NSU Facilities Corporation in connection with the refunding or remarketing of all or a portion of the University’s outstanding Series 2007 Bonds.

EXECUTIVE SUMMARY

The University, through NSU Facilities Corporation, a private nonprofit corporation whose purpose is to support and benefit the educational, scientific, research, and public service missions of the University, financed the cost of acquiring certain existing housing facilities, demolishing certain existing facilities, and renovating, developing, and constructing student housing facilities, related facilities, and other campus improvements, including but not limited to parking improvements on the campus of the University. The project was financed through the issuance of two series of revenue bonds by the Louisiana Community Development Authority in 2007. The Series 2007A Bonds were structured to bear interest at a fixed interest rate and the Series 2007B Bonds currently bear interest at a variable interest rate.

The land upon which the project was completed was leased to NSU Facilities Corporation by the University, pursuant to a Ground and Buildings Lease Agreement. The completed project was leased back to the University pursuant to an Agreement to Lease with Option to Purchase in return for lease payments that secure the Series 2007 Bonds.

The University, through NSU Facilities Corporation, proposes to use proceeds of tax-exempt refunding bonds issued through the Louisiana Community Development Authority to refund all of the Series 2007A Bonds. Simultaneously, the Series 2007B Bonds will be converted to a new interest rate mode in order to allow both the Series 2007A Bonds and the Series 2007B Bonds to be purchased by Regions Capital Advantage, Inc. In connection with the refunding and remarketing, the University is expecting the leases originally executed when the Series 2007 Bonds were issued to be supplemented and amended to refer to the terms of the refunding bonds and the new terms for the Series 2007B Bonds. The total principal amount of the refunding bonds is estimated to be approximately $10,700,000, which will be sufficient to pay the costs associated with retiring the Series 2007A Bonds and the costs of issuance of the refunding bonds. The principal amount of the Series 2007B Bonds will remain at $32,380,000. The net interest cost of the transaction is not expected to exceed a fixed rate of 6.0% and a variable rate of 8.0%.
Annual debt service for the proposed refunding bonds will be secured and payable from lease payments paid by the University to the Corporation which will be derived from the rents collected by the University from the student housing facilities. The Board and University have not and will not pledge full faith and credit or State-appropriated funds to make any debt service payments on the Bonds.

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 of the execution of supplemental leases between the University and NSU Facilities Corporation in connection with the refunding or remarketing of all or a portion of the University’s outstanding Series 2007 Bonds.

BE IT FURTHER RESOLVED, that Nicholls State University shall obtain final review from UL System staff and legal counsel to the Board, 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 Nicholls State University, and his or her designee, are hereby authorized and directed to execute the leases described herein and any and all documents necessary in connection with the issuance of the bonds described herein.

AND FURTHER, that Nicholls State University will provide the System office with copies of all final executed documents for the Board’s files.
July 28, 2017

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

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the August 24, 2017, meeting of the Board of Supervisors for the University of Louisiana System:

Refinancing of 2007 A & 2007 B Bonds

Thank you for your assistance in this matter.

Sincerely,

Bruce T. Murphy
President

BTM/jms

Enclosures

pc: Dr. Lynn Gillette, Provost and Vice President for Academic Affairs
Dr. Todd Keller, Associate Vice President for Academic Affairs
Dr. Eugene Dial, Vice President for Student Affairs
Mr. Terry Braud, Vice President for Finance and Administration
Mr. Alex Arceneaux, Chief of Staff
Internal Auditor
Dr. David Whitney, Faculty Senate President/ Faculty Association Representative
Mrs. Renee Hicks, Executive Director of Planning and Institutional Effectiveness
Louisiana Community Development Authority  
NSU Facilities Corporation  
Nicholls State University Student Housing Revenue Bonds, Series 2017A&B

Summary

Nicholls State University is seeking approval from the Board of Supervisors of the University of Louisiana System of a proposed refunding and restructuring of their outstanding Series 2007A&B bond issue that were originally issued in August 2007 for the renovation, development and construction of on-campus student housing and for the advance refunding of the University’s Student Housing/CHF-Thibodaux, Project Series 2003, which the proceeds were used to construct 408 on-campus apartment beds.

The University’s campus student housing facilities are popular with students, generally operate at a 100% occupancy level and have been economically successful for the University.

Current Amount of the 2007 Issues: $42,815,000  
Series 2007A Fixed Rate Bonds: $10,435,000  
Series 2007B Variable Rate Bonds: $32,380,000

The Series 2017 refunding bonds - In the current municipal market, the University has the opportunity to refund their fixed rate Series 2007A Bonds for annual debt service savings by entering into a supplemental Ground and supplemental Facilities Lease to allow the University, through its related not-for-profit, the NSU Facilities Corporation to issue refunding bonds through the Louisiana Community Development Authority. The new Series 2017 bonds will be issued in the approximate amount of $10.7 million and will have a final maturity of June 1, 2024 (7 years), which is the same final maturity of the Series 2007A Bonds to be refunded. The estimated net savings to the University is approximately $480,000 or $68,000 annually, after the payment of cost of issuance of the refunding bonds. The savings will be achieved by lowering the interest rate on the outstanding 2007A bonds from the current 4.48% rate to an estimated 2.80% rate.

The remarkeated Series 2007B Bonds - The University’s longer term Series 2007B Bonds were issued as variable rate bonds secured by bond insurance and liquidity facilities of Regions Bank and the Federal Home Loan Bank (FHLB). Regions Bank will not extend its liquidity facility on this issue past December 2017, requiring the University to seek another liquidity provider or direct purchaser. The remarkeated Series 2007B Bonds, currently outstanding in the aggregate principal amount of $32,380,000, will be sold directly to a financial institution or institutional investor, in a variable rate mode that will be tailored to the meet the investor’s requirements. This rate mode change is necessary due to the expiring liquidity facility and is not expected to generate savings for the University. However, annual debt service on the remarkeated 2007B bonds is expected to remain approximately the same as it is prior to the remarketing.

Requested Approval

As seen by the Board on many of the University of Louisiana System bond transactions, the Louisiana Community Development Authority will issue the Series 2017 refunding bonds, which will be secured on a parity basis with the Series 2007B Bonds by student housing revenues. The Board is being asked to approve the execution of a supplemental ground lease, a supplemental facilities lease, all associated certificates and other any other documents that will provide funds needed to refund the Series 2007A Bonds, restructure the...
Series 2007B Bonds and pay for costs associated with the transaction. The University plans to finance this transaction using the traditional third-party process and standard lease leaseback agreements. The Board of Supervisors has used the same third-party process mechanism numerous times for Nicholls State University and the NSU Facilities Corporation to successfully finance needed projects for on campus student housing, student union renovations, a campus student health facility and campus parking projects. The original Series 2007A&B Bonds were issued utilizing this same lease leaseback agreement.

The University’s Housing Project

The NSU Facilities Corporation (the “Corporation”) used the Series 2007A&B proceeds of tax-exempt bonds issued through the Louisiana Community Development Authority for:

1. The acquisition of a leasehold interest in La Maison du Bayou student apartments on the campus of Nicholls State University. La Maison du Bayou was constructed in 2004 and consists of (i) a one hundred fourteen (114) unit student housing facility aggregating approximately 116,532 square feet, contained in seven (7) buildings, comprised of ninety (90) four-bedroom, two bathroom units and twenty-four (24) two bedroom, two bathroom units, (ii) an approximately 6,000 square foot commons building, clubhouse, leasing center with a multi-purpose room and an approximately nine hundred (900) square foot space for cold food service, (iii) a swimming pool, and (iv) a three hundred fifty-eight (358) space parking lot.

2. The demolition of five existing campus facilities: (a) Meade Hall, which was built in 1972 and had not been occupied for student housing since 1993; (b) Long Hall, which was constructed in 1967; (c) Zeringue Hall, which was constructed in 1964; (d) Millet Hall, which was constructed in 1965; and (e) the University Police Building.

3. The design, development and construction of three new residence halls, consisting of three hundred three (303) units, or six hundred six (606) total beds. These residence halls are comprised of a total of 96 units (192 beds) semi-private configuration and 204 units (408 beds) private configuration. In addition, each of the three buildings have one (1) Director's Apartment consisting of a three bedroom/two bathroom unit. Each residence hall has computer lab rooms, a common laundry facility and study rooms. A convenience store/food outlet was also constructed on the site on the former University Police Building.

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Beds</th>
</tr>
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<tbody>
<tr>
<td>New Beds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-bed / 1-bath semi-private suites</td>
<td>96</td>
<td>192</td>
</tr>
<tr>
<td>2-bed / 1-bath private suites</td>
<td>270</td>
<td>408</td>
</tr>
<tr>
<td>2-bed / 2-bath apartments</td>
<td>24</td>
<td>48</td>
</tr>
<tr>
<td>4-bed / 2-bath apartments</td>
<td>90</td>
<td>360</td>
</tr>
<tr>
<td>Renovated Beds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ellender Hall / 2-bed/1-bath suites</td>
<td>75</td>
<td>150</td>
</tr>
<tr>
<td>Total</td>
<td>555</td>
<td>1,158</td>
</tr>
</tbody>
</table>

4. The renovation of two existing residence halls and La Maison du Bayou. The renovation of La Maison du Bayou included electrical and plumbing repairs, painting and repairing carpet and flooring. Ellender Hall, built in 1968 is a six (6) story structure, currently in a suite configuration. It has seventy-five (75) units, consisting of one-hundred fifty (150) beds in a semi-private configuration. The University also renovated Calecas Hall, built in 1977, as an overflow housing facility. Calecas Hall consists of seven (7) separate one (1) story buildings and 96 beds. It has twenty-seven units, consisting of fifty-four beds in a private configuration. Because they are considered overflow, Calecas Hall beds are not included in the bed configuration outlined above or in the University’s original financial pro-forma or budget.
Housing Project Occupancy

The initial 2007 project pro-forma assumed 1,158 available beds with 93% stabilized occupancy or 1,075 beds utilized. Actual Fall 2016 project occupancy, including the overflow beds, was 1,299 or 112% of the 1,158 pro-forma beds. Due to student demand, the University has had to double up in some rooms intended to be single occupancy and use Babington Hall, an existing housing facility that the University anticipated to convert to University offices.

The 2007 Bond Issue Details

**The Series 2007A Bonds** - The Series 2007A bonds have fixed rates of interest and a final maturity of June 1, 2024. The current balance of Series 2007A bonds is $10,435,000. The Series 2017A bonds are subject to optional redemption by the University as of June 1, 2017.

The current Series 2007A issue amortization and interest rates is provided on the chart on the right.

<table>
<thead>
<tr>
<th>Date</th>
<th>Principal</th>
<th>Coupon</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/2018</td>
<td>1,305,000</td>
<td>4.250%</td>
</tr>
<tr>
<td>6/1/2019</td>
<td>1,360,000</td>
<td>4.500%</td>
</tr>
<tr>
<td>6/1/2020</td>
<td>1,420,000</td>
<td>4.375%</td>
</tr>
<tr>
<td>6/1/2021</td>
<td>1,485,000</td>
<td>4.500%</td>
</tr>
<tr>
<td>6/1/2022</td>
<td>1,550,000</td>
<td>4.500%</td>
</tr>
<tr>
<td>6/1/2023</td>
<td>1,620,000</td>
<td>4.500%</td>
</tr>
<tr>
<td>6/1/2024</td>
<td>1,695,000</td>
<td>4.500%</td>
</tr>
</tbody>
</table>

**The Series 2007B Bonds** - The Series 2007B bonds are variable rate demand bonds ("VRDBs"). The Series 2007B bonds are secured by an Assured Guaranty Corporation bond insurance policy with liquidity provided by a Regions Bank stand-by bond purchase agreement supported by a Federal Home Loan Bank-Atlanta letter of credit.

Nicholls State implemented a unique bond structure with traditional fixed rate bonds in the earlier maturities and variable rate bonds integrated with an interest rate swap in the later years. As structured, the Corporation issued insured, fixed rate bonds for the earliest serial maturities of bonds through June 1, 2024. At the later maturities - due June 2025 – 2039 - the University issued tax-exempt, variable rate bonds. Simultaneously, the Corporation entered into an interest rate swap based on 70% of 1-month LIBOR to convert this floating rate exposure to a synthetic fixed rate. This "blended" bond structure allowed the Corporation and University to take advantage of the low-cost fixed rates of the shorter maturities and still lock into an interest rate swap on longer maturities at rates less than could be obtained on a typical fixed rate financing. This blended bond scenario provided a reduction in the Corporation's effective interest rate versus a fully fixed rate scenario by approximately 30 basis points.

The Interest Rate Swap on the Series 2007B Issue:

The LCDA and the Corporation entered into an interest rate swap agreement with Raymond James Financial Products (RJFP), formerly Morgan Keegan Financial Products, Inc. for the Series 2007B Bonds. RJFP has credit support via a Replacement Transaction Agreement from Deutsche Bank (AA-/AA3). Under the term of the swap, the LCDA and Corporation agreed to pay a fixed rate of 4.122% on the swap and in return receive a variable rate payment from RJFP of 70% of 1-month LIBOR. The notional amount of the swap with RJFP is currently $32,380,000 and will amortize concurrently with the Series 2007B Bond issue.

Security for the 2007 Bonds

The Series 2007 bonds are secured by and payable solely from rental payments from the Board, on behalf of the University, to the Corporation in amounts sufficient to pay debt service on the Bonds. The Board's revenue stream to make the rental payments include all rental revenues and fee income, if any, derived from the University's
housing operations. The Corporation assigned to the Bond Trustee, for the benefit of the owners of the Bonds, its rights to receive the rental from the Board. The rental payments from the University are on parity with a payment obligation due by the Corporation on its Series 2016 refunding bond issue, which is secured by the University’s auxiliary operations, which include housing revenues. THE BONDS DO NOT CREATE NOR CONSTITUTE AN OBLIGATION, GENERAL, SPECIFIC OR MORAL OBLIGATION OF THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE, INCLUDING THE UNIVERSITY OF LOUISIANA SYSTEM.

Management and Operation of the Project

Under the Facilities Lease between the Board of supervisors and The NSU Corporation, the Corporation leases the housing facilities to the Board of Supervisors, on behalf of the University. The Board, through Nicholls State University, operates, manages and maintains the Facilities for the housing of University students, faculty, staff and other persons.

Historical Housing Financial Statement and Debt Service Coverage Ratio

The chart below presents on an actual basis for FYE 2012 through FY 2016 University’s student housing revenues, net revenues and debt coverage available for rental payments to the Corporation to satisfy aggregate debt service requirements on the Series 2007A&B Bonds.

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Revenues</td>
<td>$8,000,252</td>
<td>$8,009,184</td>
<td>$7,960,784</td>
<td>$7,594,588</td>
<td>$7,375,943</td>
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<tr>
<td>Other Revenues</td>
<td>160,611</td>
<td>190,516</td>
<td>176,361</td>
<td>194,085</td>
<td>129,366</td>
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<tr>
<td>Total Revenues</td>
<td>8,160,863</td>
<td>8,199,700</td>
<td>8,137,145</td>
<td>7,788,673</td>
<td>7,505,309</td>
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<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Services</td>
<td>1,306,379</td>
<td>1,332,872</td>
<td>1,189,592</td>
<td>1,275,466</td>
<td>1,286,367</td>
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<tr>
<td>Operating Expenses</td>
<td>2,291,152</td>
<td>2,187,835</td>
<td>2,458,293</td>
<td>2,439,599</td>
<td>2,383,305</td>
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<tr>
<td>Total Operating Expenditures</td>
<td>3,597,531</td>
<td>3,520,707</td>
<td>3,647,885</td>
<td>3,715,065</td>
<td>3,669,672</td>
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<tr>
<td><strong>Net Operating Income</strong></td>
<td>$4,563,332</td>
<td>$4,678,993</td>
<td>$4,489,260</td>
<td>$4,073,608</td>
<td>$3,835,637</td>
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<tr>
<td><strong>Annual Debt Service</strong></td>
<td>$3,555,262</td>
<td>$3,485,196</td>
<td>$3,291,979</td>
<td>$3,111,441</td>
<td>$3,054,008</td>
</tr>
<tr>
<td><strong>Debt Service Coverage Ratio</strong> Before Any Subordinated Costs</td>
<td>1.28</td>
<td>1.34</td>
<td>1.36</td>
<td>1.31</td>
<td>1.26</td>
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<tr>
<td><strong>Excess Net Operating Income</strong></td>
<td>1,008,070</td>
<td>1,193,797</td>
<td>1,197,281</td>
<td>962,167</td>
<td>781,629</td>
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Louisiana Community Development Authority
Revenue Bonds, Series 2017A&B
(Nicholls State University Student Housing/NSU Facilities Corporation Project)
Refunding/Remarketing of Series 2007A&B Issues

Total Estimated Series 2017A&B Issue Sources And Uses

<table>
<thead>
<tr>
<th>Dated 08/15/2017</th>
<th>Delivered 08/15/2017</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Series 2007A Refunding</td>
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<tr>
<td>Sources Of Funds</td>
<td>$10,735,000.00</td>
</tr>
<tr>
<td>Par Amount of Series 2017 Bonds</td>
<td></td>
</tr>
<tr>
<td>Transfers from Series 2007 Issue Debt Service Funds</td>
<td></td>
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<tr>
<td>Total Sources</td>
<td>$10,735,000.00</td>
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<tr>
<td>Uses Of Funds</td>
<td>$10,530,488.26</td>
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<tr>
<td>Deposit to Current Refunding Fund</td>
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<tr>
<td>Estimated Costs of Issuance</td>
<td>200,000.00</td>
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<tr>
<td>Rounding Amount</td>
<td>4,511.74</td>
</tr>
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<td>Total Uses</td>
<td>$10,735,000.00</td>
</tr>
</tbody>
</table>
# Louisiana Community Development Authority

Revenue Bonds, Series 2017 A&B

(Nicholls State University Student Housing/NSU Facilities Corporation Project)

Refunding / Remarketing of Series 2007A&B

## Net Debt Service Schedule

<table>
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<tr>
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<td>06/30/2018</td>
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<td>1,685,003.64</td>
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<td>06/30/2019</td>
<td>1,440,000.00</td>
<td></td>
<td>2,080,103.60</td>
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<td>3,520,103.60</td>
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<td>3,520,103.60</td>
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<td>3,520,103.60</td>
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<td>06/30/2020</td>
<td>1,480,000.00</td>
<td></td>
<td>2,039,783.60</td>
<td></td>
<td>3,519,783.60</td>
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<td>06/30/2021</td>
<td>1,525,000.00</td>
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<td>1,998,343.60</td>
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<td>3,523,343.60</td>
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<td>06/30/2022</td>
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<td>06/30/2023</td>
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<td>1,911,823.60</td>
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<td>3,521,823.60</td>
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PARTIES TO THE PROPOSED TRANSACTION

UNIVERSITY: Nicholls State University
Dr. Bruce Murphy
President
Office: 985-448-4003
bruce.murphy@nicholls.edu

Terry Braud
Vice President for Finance and Administration
Office: 985-448-4018
E-Mail: terry.braud@nicholls.edu

Bond Counsel: Jones Walker LLP, Baton Rouge
Matt Kern
Office: 225-248-2238
E-Mail: mkern@joneswalker.com

Board of Supervisor’s Counsel: DeCuir, Clark & Adams LLP, Baton Rouge
Linda Clark
Office: 225-346-8716
E-mail: linda@decuirlaw.com

Financial Advisor to the Corporation: Sisung Securities Corporation, New Orleans
Lawrence Sisung
Office: 504-544-7700
Cell: 504-913-0676
Email: lawrence@sisung.com

Bond Underwriters Raymond James & Associates, New Orleans
John Poche;
Office: 504-527-0227
Cell: 985-507-7556
E-mail: john.poche@raymondjames.com

Stifel Nicolaus & Company, Baton Rouge
Toby Cortez;
Office: 225-224-6459
Cell: 504-913-4985
E-mail: cortezt@stifel.com
The following resolution was offered upon motion by ______________:

RESOLUTION

A RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF A FIRST SUPPLEMENTAL GROUND AND BUILDINGS LEASE AGREEMENT AND A FIRST SUPPLEMENTAL AGREEMENT TO LEASE WITH OPTION TO PURCHASE IN CONNECTION WITH THE LEASE AND LEASE BACK OF A PORTION OF THE CAMPUS OF NICHOLLS STATE UNIVERSITY TO NSU FACILITIES CORPORATION IN CONNECTION WITH THE REFINING OR RESTRUCTURING OF THE SERIES 2007 BONDS ISSUED BY THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY FOR THE FINANCING OF CERTAIN STUDENT HOUSING FACILITIES AND OTHER CAMPUS IMPROVEMENTS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Board of Supervisors for the University of Louisiana System (the "Board") has, pursuant to La. R.S. 17:3361 through 17:3365 (the "Act"), and other constitutional and statutory authority supplemental thereto, leased a portion of the campus of Nicholls State University (the "University") to NSU Facilities Corporation (the "Corporation") in order to enable the Corporation to finance the cost of acquiring certain existing housing facilities, demolishing certain existing facilities and renovating, developing and constructing student housing facilities, related facilities and other campus improvements, including but not limited to parking improvements on the campus of the University (the "Facilities");

WHEREAS, the Corporation, through the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority") has financed the design, development, equipping, renovation, reconstruction and/or construction of the Facilities using the proceeds of the Authority’s $17,680,000 Tax-Exempt Fixed Rate Revenue Bonds (Nicholls State University Student Housing/NSU Facilities Corporation Project) Series 2007A (the "Series 2007A Bonds") and the Authority’s $32,380,000 Tax-Exempt Revenue Bonds (Nicholls State University Student Housing/NSU Facilities Corporation Project) Series 2007B (the "Series 2007B Bonds" and, together with the Series 2007A Bonds, the "Series 2007 Bonds");

WHEREAS, in connection therewith, the Board has authorized and entered into a Ground and Buildings Lease Agreement dated as of August 1, 2007, as amended by that certain First Amendment to Ground and Buildings Lease Agreement dated as of February 25, 2008, as further amended by that certain Second Amendment to Ground and Buildings Lease Agreement dated as of October 1, 2009 (collectively, the "Existing Ground Lease"), pursuant to which the Board leased certain property (the "Property") to the Corporation;

WHEREAS, the completed Facilities were leased back to the Board pursuant to that certain Agreement to Lease with Option to Purchase dated as of August 1, 2007, as amended by a First Amendment to Agreement to Lease with Option to Purchase dated as of February 25, 2008, as further amended by a Second Amendment to Agreement to Lease with Option to Purchase dated as of October 1, 2009 (collectively, the "Existing Facilities Lease");
WHEREAS, the University and the Corporation have determined that an opportunity exists to refund or restructure all or a portion of the Series 2007 Bonds to achieve interest savings for the University and the Authority has authorized the issuance of its not to exceed $55,000,000 Revenue Refunding Bonds (Nicholls State University Student Housing/NSU Facilities Corporation Project), in one or more series, taxable or tax-exempt (the “Refunding Bonds”) on behalf of the Corporation in order to refund or restructure all or a portion of the Series 2007 Bonds;

WHEREAS, in connection with the issuance of the Refunding Bonds, it is necessary to supplement and amend the Existing Ground Lease and the Existing Facilities Lease in order to incorporate references to the Refunding Bonds or provisions relating to the restructured Series 2007 Bonds; and

WHEREAS, the Board now desires to authorize a First Supplemental Ground and Buildings Lease Agreement and a First Supplemental Agreement to Lease with Option to Purchase.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors for the University of Louisiana System, as follows:

SECTION 1. The First Supplemental Ground and Buildings Lease Agreement between the Board and the Corporation (the “Supplemental Ground Lease”) and the First Supplemental Agreement Lease with Option to Purchase between the Corporation and the Board (the “Supplemental Facilities Lease”), are hereby approved in substantially the forms attached hereto as Exhibit A and Exhibit B, respectively, subject to such changes as may be approved by Bond Counsel and Counsel to the Board.

SECTION 2. The Chairman, Vice Chairman and Secretary of the Board, the System President and the President of the University, or his or her designee, shall be authorized to execute the Supplemental Ground Lease and the Supplemental Facilities Lease on behalf of the Board, including any certificates, documents or other items necessary in connection with the issuance of the Refunding Bonds, or the restructuring of the Series 2007 Bonds, and in connection with the implementation of this Resolution.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
SECTION 3. This Resolution shall take effect immediately.

This Resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTAINING:

The Resolution was declared to be adopted on the _____ day of August, 2017.

*****

(Other items not pertinent hereto are omitted)

Upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Certified to be a true copy:

__________________________________________

Secretary
STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned Assistant to the Board of the Board of Supervisors for the University of Louisiana System (the "Board"), do hereby certify that the foregoing constitutes a true and correct copy of a resolution adopted by the Board on August ___, 2017 captioned as follows:

A RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF A FIRST SUPPLEMENTAL GROUND AND BUILDINGS LEASE AGREEMENT AND A FIRST SUPPLEMENTAL AGREEMENT TO LEASE WITH OPTION TO PURCHASE IN CONNECTION WITH THE LEASE AND LEASE BACK OF A PORTION OF THE CAMPUS OF NICHOLLS STATE UNIVERSITY TO NSU FACILITIES CORPORATION IN CONNECTION WITH THE REFUNDING OR RESTRUCTURING OF THE SERIES 2007 BONDS ISSUED BY THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY FOR THE FINANCING OF CERTAIN STUDENT HOUSING FACILITIES AND OTHER CAMPUS IMPROVEMENTS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

which resolution was duly adopted by the Board at a meeting duly called, noticed and held and at which meeting a quorum was present and voting.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said Board on this the ___ day of ______________, 2017.

Name: Carol Slaght
Title: Assistant to the Board

[SEAL]
EXHIBIT A

FIRST SUPPLEMENTAL
GROUND AND BUILDINGS LEASE AGREEMENT
EXHIBIT B

FIRST SUPPLEMENTAL AGREEMENT TO LEASE WITH OPTION TO PURCHASE
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

August 24, 2017

Item I.2. Nicholls State University’s request for approval to enter into a Cooperative Endeavor Agreement with Hospital Service District No. 3, Parish of Lafourche, State of Louisiana, DBA Thibodaux Regional Medical Center to provide athletic training services.

EXECUTIVE SUMMARY

Approval of this request will allow Nicholls State University to enter into a Cooperative Endeavor Agreement with Hospital Service District No. 3, DBA as Thibodaux Regional Medical Center (TRMC), for the purpose of providing healthcare and athletic training services to the University. Political subdivisions of the State are allowed to engage in cooperative endeavor agreements in accordance with Article VII, Section 14(c) of the Constitution of the State of Louisiana.

TRMC will provide three certified athletic trainers to the University student-athletes during practices and athletic competitions of the various sports. These athletic training services will be provided at no cost to the University. TRMC may also provide physical therapy services to the University student-athletes, if ordered by a physician. TRMC may provide physical therapy services to University faculty, staff, students, student-athletes and members of the Recreation Center in the space allocated to TRMC in the University Recreation Center. If any services provided by TRMC are billable, TRMC shall bill the health insurance provider of the client served.

TRMC will provide up to $25,000 in athletic training supplies and the University will provide medical supplies in excess of $25,000 for operation of the athletic training facilities and agreed that it will require all student-athletes participating in intercollegiate sports activities to have primary health insurance coverage. The University will also provide TRMC space in the Recreation Center, at no cost, to provide physical therapy services to University faculty, staff, students, and student-athletes.

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 Cooperative Endeavor Agreement with Hospital Service District No. 3, Parish of Lafourche, State of Louisiana, DBA Thibodaux Regional Medical Center, to provide athletic training services.
July 28, 2017

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

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the August 24, 2017, meeting of the Board of Supervisors for the University of Louisiana System:

Request approval to enter into a MOU with Thibodaux Regional Medical Center

Thank you for your assistance in this matter.

Sincerely,

Bruce T. Murphy  
President

BTM/jms

Enclosures

pc: Dr. Lynn Gillette, Provost and Vice President for Academic Affairs  
Dr. Todd Keller, Associate Vice President for Academic Affairs  
Dr. Eugene Dial, Vice President for Student Affairs  
Mr. Terry Braud, Vice President for Finance and Administration  
Mr. Alex Arceneaux, Chief of Staff  
Internal Auditor  
Dr. David Whitney, Faculty Senate President/ Faculty Association Representative  
Mrs. Renee Hicks, Executive Director of Planning and Institutional Effectiveness
STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT

This COOPERATIVE ENDEAVOR Agreement ("Agreement"), made and entered into this _____ day of __________, 2017 by and between Nicholls State University of the State of Louisiana, hereinafter referred to as the "University", and the Hospital Service District No. 3, Parish of Lafourche, State of Louisiana, DBA Thibodaux Regional Medical Center, officially domiciled at 602 North Acadia Road, Thibodaux, Louisiana, 70301 hereinafter referred to as "TRMC."

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other;" and

WHEREAS, the public purpose is described as: Providing health care and athletic training services to the student athletes of the University, and

WHEREAS, TRMC desires to assist the University in providing health care and athletic training services to the student athletes of the University to assist the University with obtaining the best health care and athletic training services possible for the University's student athletes, and the University desires for TRMC to assist in providing such services,

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

TRMC Obligations under this agreement:

1. TRMC shall provide three (3) full time certified athletic trainers (TRMC Trainers) to provide athletic training services to the University student athletes during practices and athletic competitions of the various sports of the University in accordance with the standards of TRMC and the University, and in accordance with the recommendations of the National Athletic Trainers Association (NATA). These athletic training services will be provided at no cost to the University.

1.1 TRMC athletic training services will include, but are not limited to, acute injury, triage and treatment, rehabilitation, maintenance of athletic training records, management of the inventory of athletic training supplies, scheduling appointments and assignment of athletic trainers to athletic activities. TRMC Trainers shall consult on decisions relative to care, treatment, and evaluation of injured University student athletes with the University's training staff and consulting physician, in accordance with the published guidelines established by NATA.

1.2 TRMC Trainers shall be available to provide athletic training services in the athletic training rooms located on the University Campus. The athletic training rooms will be made available to University Athletes only when TRMC Trainers provide training services.

1.3 During the term of this Agreement, TRMC shall provide the University $6,250 per quarter (not to exceed $25,000 per year) in athletic training supplies to support the training services provided by TRMC to the student athletes of the University. Notwithstanding the foregoing, if at any time during the term of this Agreement, any amounts due TRMC by the University for health care services remain unpaid for more than one hundred twenty (120) days, TRMC shall cease providing athletic training supplies to the University until such amounts are paid in full.

1.4 TRMC will assist with the administration and daily activities of the University's athletics training room in accordance with the standards of TRMC and the University and in accordance with NATA recommendations.
1.5 A TRMC Trainer shall notify the University Athletic Administration and/or consulting team physician of any referral of a student athlete to a physician. The student athlete shall have the ability to select the physician of his/her choice. In the event the student athlete chooses medical services to be performed by a physician other than the referred physician, then TRMC and the University shall provide all required medical documentation and information to the student athlete’s physician of choice.

2. At TRMC’s option, TRMC athletic training staff may provide physical therapy services to the University student athletes in the University athletic training rooms, if such physical therapy services are ordered by a physician.

3. At TRMC’s option, TRMC may provide athletic training services to Campus recreation and intramural events at no cost to the University.

4. At TRMC’s option, TRMC may provide dietician and nutrition services to the student athletes, and University faculty, staff, students, and members of the Recreation center. Such dietician services performed shall be at no cost to the University.

5. TRMC shall provide continuing education opportunities to TRMC Trainers. Furthermore, at TRMC’s option, TRMC may provide continuing education opportunities to University athletic training staff.

University obligations under this agreement:

1. The University shall provide access to the athletic training facilities to the TRMC Trainers. Access to the training rooms shall be restricted to TRMC Trainers and appropriate staff, University Athletic Trainers and appropriate staff, Visiting Team Athletic Trainers and appropriate staff.

2. The University will employ one (1) full time certified athletic trainer and at least four (4) graduate assistant athletic trainers, that will work in conjunction with TRMC Trainers at the University.

3. The University will provide up to eight student workers and will ensure that University student workers shall assist TRMC and University athletic training staff at such events as deemed appropriate by TRMC’s head athletic trainer and the University Director of Athletics.

4. The University will use its best efforts to require that all student athletes participating in intercollegiate sport activities have primary health insurance coverage.

5. The University shall provide funding as secondary coverage for expenses related to medical care that is not covered by the student athlete’s primary health insurance provider, except that individual insurance policy deductibles shall be the responsibility of the student athlete and/or the student’s family.

6. The University shall be responsible for payment to TRMC for health care services provided by TRMC to student athletes who are uninsured or whose health care insurance does not cover the health care services provided by TRMC, provided that such health care insurance coverage declination does not arise from disputed amounts for care services that are subject to insurer negotiated discounts and/or charges subject to usual and customary charge limits (collectively, "Uninsured Student Athletes").

6.1 For health care services provided to Uninsured Student Athletes, TRMC shall charge the University the following discounted rates:

- (i) Magnetic Resonance Imaging Exams: $700 per exam, including the professional and technical components; and
- (ii) All other hospital services: 40% discount off TRMC’s regular fee schedule. This discount is not applicable to physician services provided at TRMC.
6.2 The University shall pay TRMC for such health care services within ninety (90) days of TRMC's invoice date. Any amounts not paid by the University within ninety (90) days shall be subject to a delinquent payment penalty of one half percent per month.

7. The University shall provide travel, meals and lodging (when necessary) to TRMC Trainers for University sports events held outside of Thibodaux, Louisiana. The costs associated for this travel, meals and lodging will be paid by the University and be in accordance with the State of Louisiana Travel Policies.

8. The University will be responsible for providing all athletic training supplies that it deems necessary for the operation of the University's athletic training facilities during the term of this agreement in excess of the $25,000 provided by TRMC pursuant to Section 1.3 of this Agreement.

9. The University shall provide catastrophic health insurance coverage as provided through the National Collegiate Athletics Associate (NCAA) in accordance with membership requirements.

10. The University shall recognize and make known to the public that TRMC is the Official Sports Medicine Provider of Nicholls Athletics.

Ownership of Documents Produced:

The University and TRMC shall have joint ownership of all materials and documentation produced by TRMC and the University during the term of this Agreement, as permitted by law.

FERPA and HIPAA Requirements:

The University and TRMC shall comply with all FERPA and HIPAA regulations concerning the student-athletes that may govern any records generated by this Agreement.

Conduct of TRMC to follow University Policies and Rules:

Employees of TRMC will follow pertinent rules of the University made available to them, including but not limited to, those prohibiting non-discrimination, sexual harassment, and other personnel policies of the University.

Insurance:

TRMC shall provide evidence of insurance coverage for the following: (i) General Liability with minimum coverage amounts of $1 Million per occurrence and $3 million in the aggregate; (ii) Auto Liability with the minimum combined single limit per occurrence of $1 Million; (iii) Workers Compensation with the minimum coverage amounts required by law; and (iv) Professional liability with minimum coverage amounts of $1 million per occurrence and $3 million in the aggregate. The certificate must list the University as an additional insured, and grant a waiver of subrogation.

The University shall provide evidence of insurance coverage issued through the Louisiana Office of Risk Management for the following: (1) Comprehensive General Liability with minimum coverage amounts of $1 Million per occurrence and $3 million in the aggregate; (ii) Auto Liability with the minimum combined single limit per occurrence of $1 Million; (iii) Workers Compensation with the minimum coverage amounts required by law; and (iv) Professional liability with minimum coverage amounts of $1 million per occurrence and $3 million in the aggregate. The certificate must list TRMC as an additional insured, and grant a waiver of subrogation.

Indemnification:

The University will indemnify, save, and hold TRMC, its commissioners, officers, employees, servants and agents harmless from any and all claims, actions, liability, and expenses (including cost of judgments, settlements, court costs, and attorney's fees, regardless of the outcome of such claim or action) caused by or resulting from negligent acts or omissions of the University, University officers, employees, servants, or agents in connection for the services performed under this agreement. Upon notice from TRMC, the University will resist and defend at its own expense, and by counsel reasonably satisfactory to TRMC any such claim or action.
TRMC will indemnify, save and hold harmless Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers from any and all claims, actions, liability, and expenses (including cost of judgments, settlements, court costs, and attorney's fees, regardless of the outcome of such claim or action) caused by or resulting from negligent acts or omissions of TRMC, TRMC's commissioners, officers, employees, servants or agents in connection with the services performed under this agreement. Upon notice from the University, TRMC will resist and defend at its own expense, and by counsel reasonably satisfactory to the University, any such claim or action.

Termination for Convenience:

This agreement may be terminated by either party at any time by giving one hundred twenty (120) days written notice.

Termination Clause:

The University may terminate this Agreement for cause based upon the failure of TRMC to comply with the terms and/or conditions of the Agreement; provided that the University shall provide TRMC written notice specifying TRMC's failure. If within thirty (30) days after receipt of such notice, TRMC shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the University may, at its option, place TRMC in default and the Agreement shall terminate on the date specified in such notice. TRMC may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this Agreement; provided that TRMC shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

This Agreement may be terminated should the legislature fail to appropriate sufficient monies for the continued operations of the University, or if such appropriation is reduced and/or eliminated by the veto of the Governor or by any means provided in the appropriations act to prevent the continued operations of the University, or for any other lawful purpose. If the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which such funds are not appropriated.

Approval:

In accordance with the State of Louisiana Governor's Executive Order JBE2016-36, this Cooperative Endeavor Agreement is contingent upon the approval of the director of the Office of Contractual Review.

Nonassignability:

Neither party may assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other party. This provision shall not be construed to prohibit a party from assigning to its bank, trust company, or other financial institution any money due or to become due from approved agreements without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the other party and the Office of Contractual Review.

Auditors Clause:

It is hereby agreed that the Legislative Auditor, and/or the Auditor for the University of Louisiana System, and/or the Office of the Governor, Division of Administration auditors, and or the Auditors of TRMC shall have the option of auditing the accounts of each party related to this Agreement.

Term of Agreement:

The initial term of this Agreement shall begin on September 1, 2017 and terminate on August
31, 2019. Upon expiration of the initial term, this Agreement may be extended for up to three (3) one year terms with the mutual consent of both parties hereto.

Discrimination Clause:

Both parties agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and both parties agree to abide by the requirements of the Americans with Disabilities Act of 1990.

Both parties agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by either party, or failure of either party to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

Governing Law:

This Agreement shall be governed by the laws of the State of Louisiana.

Compliance with Applicable Laws:

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

Notices:

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

If to the University: Nichols State University
P.O. Box 2001
Thibodaux, LA 70310
Attn: Dr. Bruce T. Murphy, President

If to TRMC: Thibodaux Regional Medical Center
602 North Acadia Road
Thibodaux, LA 70301
Attn: Mr. Greg Stock, Chief Executive Officer

THUS DONE AND SIGNED AT Thibodaux, Louisiana on the day, month and year first written above.
IN WITNESS WHEREOF, the parties have executed this Agreement as of this ______ day of ______, 2017

WITNESSES SIGNATURES: nicholls State University:

________________________________________

By: _________________________________
Dr. Bruce T. Murphy

Title: President

WITNESSES SIGNATURES: Hospital Service District No. 3,
Parish of Lafourche, State of Louisiana,
DBA Thibodaux Regional Medical Center

________________________________________

By: _________________________________

Title: ________________________________
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

August 24, 2017

Item I.3. Northwestern State University’s request for approval of a revision to the Law Enforcement Exemption and EMS/Paramedics and Fire Service Personnel Exemption.

EXECUTIVE SUMMARY

The University requests approval to revise the fee exemption for law enforcement officers enrolled in eligible degree programs. The fee exemption is available to commissioned, full-time law enforcement or public safety officers. The Master of Science in Homeland Security is included in the eligible graduate programs.

The revised fee exemption would be as follows:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Fee exemption</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-3 credit hours</td>
<td>$250.00</td>
</tr>
<tr>
<td>4-6 credit hours</td>
<td>$500.00</td>
</tr>
<tr>
<td>7-9 credit hours</td>
<td>$750.00</td>
</tr>
</tbody>
</table>

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for a revision to the Law Enforcement Exemption and EMS/Paramedics and Fire Service Personnel Exemption.
August 1, 2017

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

RE: Exemption for Public Safety Officers

Dear Dr. Henderson:

Northwestern State University is submitting the attached Exemption for Public Safety Officers to be placed on the agenda for approval at the August 2017 Board meeting.

Thank you for your consideration.

Sincerely,

Dr. Chris Maggio
President
August 1, 2017

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

RE: Exemption for Public Safety Officers

Dear Dr. Henderson:

Northwestern State University is respectfully requesting the revision of the current Law Enforcement/EMS/Paramedics and Fire Service exemption for full-time public safety officers. The effective date of this revision would be for the Fall 2017 semester. The terms of this exemption would be as follows:

- Employment must be verified by the Student’s agency and submitted to the University’s Office of Scholarships on a semester basis.
- Undergraduate students will maintain a semester GPA of 2.0. Graduate students will maintain a semester GPA of 3.0.
- Undergraduate students may enroll in no more than 9 undergraduate semester hours and Graduate students may enroll in no more than 6 semester hours at the reduced rate. All additional hours will be at the standard tuition rate.
- The fee exemption will be based on the chart below:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Fee Exemption</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-3 credit hours</td>
<td>$250.00</td>
</tr>
<tr>
<td>4-6 credit hours</td>
<td>$500.00</td>
</tr>
<tr>
<td>7-9 credit hours</td>
<td>$750.00</td>
</tr>
</tbody>
</table>

- All other required Board, University Assessed or Self-assessed fees will be the responsibility of the student.
- Undergraduate students must be enrolled in one of the following programs:
  - Criminal Justice
  - Unified Public Safety Administration
  - General Studies
  - Liberal Arts
  - Business Administration
  - Bachelor of Applied Science in Resource Management
  - Bachelor of Science in Nursing
  - RN to BSN
  - Bachelor of Science in Radiologic Science

DEDICATED TO ONE GOAL. YOURS.
• Graduate students must be enrolled in the following programs:
  o Master of Science in Homeland Security
  o Master of Arts – Concentration in Homeland Security
  o Graduate Certificate in Global Security and Intelligence (GSI)

As you may recall, this exemption was approved in 2010 and modified in 2014.

Thank you for your consideration of this request as it will allow additional students to pursuing higher education goal.

Sincerely,

[Signature]

Dr. Chris Maggio
President
Item I.4. University of New Orleans' request for approval of a Cooperative Endeavor Agreement by and among the University, the City of Slidell, and Louisiana State University.

EXECUTIVE SUMMARY

The University of New Orleans requests for approval to enter into a Cooperative Endeavor Agreement with the City of Slidell to utilize a City-owned building to establish and maintain a presence by offering educational services to citizens of Slidell, St. Tammany Parish, and the surrounding area. The University will also offer educational services to City employees to develop skills and improve job performance with the goal of advancing their career in the City and to make education and training-related resources available to assist the City in its growth and development. The term of the agreement will be for three years with two one-year options to renew.

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' request for approval of a Cooperative Endeavor Agreement by and among the University, the City of Slidell, and Louisiana State University.
August 1, 2017

Dr. Jim Henderson
President
The University of Louisiana System
1201 North Third Street
Baton Rouge, LA 70802

Re: Cooperative Endeavor Agreement between City of Slidell and UNO and Louisiana State University and A&M College

Dear Dr. Henderson,

I am requesting approval of the attached Cooperative Endeavor Agreement by and among City of Slidell, the University of New Orleans and Louisiana State University and A&M College.

The purpose of this agreement is to allow the UNO and LSU to utilize a City owned building commensurate with UNO and LSU establishing and maintaining a presence in the City of Slidell; offering educational services to citizens of Slidell, St. Tammany Parish and the surrounding area; as well as, offering educational services to City employees in order to assist employees in developing skills and improving job performance with the goal of advancing their career with the City; and to make education and training-related resources available to assist the City in its growth and development, which serves the general public and for which it will benefit.

Thank you for your consideration.

Sincerely,

John W. Nicklow
President
COOPERATIVE ENDEAVOR AGREEMENT BY AND AMONG

CITY OF SLIDELL

THE UNIVERSITY OF NEW ORLEANS AND

LOUISIANA STATE UNIVERSITY AND A&M COLLEGE

This Cooperative Endeavor Agreement ("Agreement") is made and entered into on the day, month and year set forth herein below, pursuant to Article VII, Section 14(C) of the Constitution of the State of Louisiana which provides that political subdivisions may engage in cooperative endeavors for a public purpose, by and among the following parties:

CITY OF SLIDELL, a political subdivision of the State of Louisiana, whose mailing address is 2045 Second Street, Slidell, Louisiana 70458, herein appearing by and through Freddy Drennan, Mayor of the City of Slidell, duly authorized by law (hereinafter referred to as "City"); and

UNIVERSITY OF NEW ORLEANS, a public university of the State of Louisiana, whose mailing address is 2000 Lakeshore Drive, Louisiana 70148, herein appearing by John Nicklow, its President, duly authorized by the Board of Supervisors, University of Louisiana System (hereinafter referred to as "UNO"); and

LOUISIANA STATE UNIVERSITY AND A&M COLLEGE through its CONTINUING EDUCATION department, a public university of the State of Louisiana, whose mailing address is 2148 Pleasant Hall, Louisiana, 70803, herein appearing by Richard J. Koube, its Executive Vice President and Provost, duly authorized by the LSU Board of Supervisors, (hereinafter referred to as "LSU");

The above captioned parties hereinafter may be collectively referred to as "Parties" and individually as "Party", who jointly enter into this Agreement with the intent and desire to better serve all the citizens, the communities of this City and Parish and adjacent areas and the general public at large to fullest extent of the law:

WHEREAS, City owns a certain parcel of land and improvement located at 1010 Gause Boulevard, Slidell, Louisiana, which is at present is vacant of tenants; and

WHEREAS, UNO and LSU currently provide educational services to citizens of Slidell, St. Tammany Parish, the surrounding communities; and the State of Louisiana; and

WHEREAS, UNO and LSU have a need for classroom space to provide educational services to the community; and

WHEREAS, City desires to attract and provide additional educational opportunities for its citizens; and

WHEREAS, UNO and LSU agree to expand and offer local educational opportunities to City personnel, local and regional persons, as well as to assist the City in its growth and development by making their educational resources more locally accessible; and
WHEREAS, the Parties desire to enter into this Agreement for the purpose of setting out each Party’s duties and obligations in the furtherance of this Agreement; and

NOW THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the Parties agree and bind their respective offices as follows:

1. **Public Purpose:**

   The Parties acknowledge and agree that the public purposes for this Agreement is to allow the UNO and LSU to utilize a City owned building commensurate with UNO and LSU establishing and maintaining a presence in the City of Slidell; offering educational services to citizens of Slidell, St. Tammany Parish and the surrounding area; as well as, offering educational services to City employees in order to assist employees in developing skills and improving job performance with the goal of advancing their career with the City; and to make education and training-related resources available to assist the City in its growth and development, which serves the general public and for which it will benefit.

2. **University of New Orleans Commensurate Obligations:**

   2.1 Make education and training-related resources of UNO, when appropriate, available to the City of Slidell;
   
   2.2 Maintain an education and training presence in the City for the entire duration of this Cooperative Endeavor Agreement, as needed;
   
   2.3 Expand and offer educational opportunities to the citizens of Slidell, St. Tammany Parish and surrounding communities; and
   
   2.4 Expand and offer educational opportunities to the employees of the City of Slidell, including credit programs and customized, non-credit professional development programs as they may be developed to meet local needs;
   
   2.5 Work cooperatively with LSU and City to schedule use of the facility

3. **Louisiana State University and A&M College, Continuing Education Commensurate Obligations:**

   3.1 Make education and training-related resources of LSU, when appropriate, available to the City of Slidell;
   
   3.2 Maintain an education and training presence in the City for the entire duration of this Cooperative Endeavor Agreement, as needed;
3.3 Expand and offer educational opportunities to the citizens of Slidell, St. Tammany Parish and surrounding communities; and

3.4 Expand and offer educational opportunities to the employees of the City of Slidell, including customized non-credit professional development programs;

3.5 Work cooperatively with UNO and City to schedule use of the facility.

4. **City Commensurate Obligations:**

4.1 Provide space in the ancillary building located behind the main building located at 1010 Gause Boulevard, Slidell, Louisiana, starting from the rear of the building, at no cost, as follows:
   a. Combine the three back rooms into a large classroom;
   b. Combine the second set of three rooms into a large classroom;
   c. The middle room will serve as a faculty office;
   d. The front room of the building will serve as a meeting room;
   e. Work cooperatively with UNO and LSU to schedule use of the facility

5. **Signage**

UNO and LSU shall submit proposals for any and all signage to the City specifying the size and intended placement for approval.

6. **Miscellaneous Provisions:**

6.1 Time is of the essence and the performance of the terms and conditions hereof shall be held in strict accordance with the times and dates specified herein.

6.2 No Party herein shall assign any interest in this Agreement (whether by assignment or novation).

6.3 If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that clause or term shall be severable and the remainder of the Agreement shall remain in full force and effect.
7. **Terms of Agreement and Termination:**

7.1 The term of this agreement shall be for a term of three (3) years with two (2) one (1) year options to renew. Total agreement period shall not exceed five (5) years.

7.2 The City of Slidell, UNO or LSU may withdraw from this agreement with a notice of 90 days provided all current education, training-related activities are completed and all current promotion for upcoming events are not negatively affected by such action.

8. **Publicity**

None of the Parties may make any use of the other’s name, marks, insignia, or logos; or of the name of any campus, department, center, or institute of the other party; or of the name of any employee of the other party; in news releases, advertisements, promotional materials, or otherwise, without the other party’s prior written consent for each such use, except that any party may acknowledge the others as the source of instruction without the other party’s consent.

9. **Intellectual Property**

Each Party shall retain its ownership of all right, title and interest in and to all its own programs, the related documentation, and all intellectual property rights therein. Each institution shall promptly notify the other Parties of any infringement or suspected infringement of any such intellectual property rights.

10. **Indemnification**

Each party hereto agrees to indemnify, defend, and hold the others, their officers, directors, agents, and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney’s fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this Agreement provided, however, that no party hereto shall be liable to any other party hereto for any consequential damages arising out of its willful act, fault, omission, or negligence.

11. **Notices**

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by First Class Mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telexcopier or other similar form of electronic
transmission confirmed by written confirmation mailed (postage pre-paid by First Class Mail, registered or certified, return receipt requested or private, commercial carrier, express mail such as Federal Express) at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a party in written notice to the other party compliant with this section.

If to the City of Slidell:

If to the UNO:  Daniel Gonzales, Ph.D.
UNO Extended Campus
2000 Lakeshore Drive
New Orleans, LA 70148
dgonzall@uno.edu
504.280.7133

If to LSU:  Douglas Weimer, Executive Director
LSU Continuing Education
2148 Pleasant Hall
Baton Rouge, LA 70803
dweimer@outreach.lsu.edu
225.578.6774

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

THUS DONE AND SIGNED this ___ day of ______________ 2017, in the presence of the undersigned witnesses:
WITNESSES:

Signature

Printed Name

Signature

Printed Name

WITNESSES:

Signature

Printed Name

CITY OF SLIDELL

Freddy Drennan
Mayor

UNIVERSITY OF NEW ORLEANS

John W. Nicklow
President

LOUISIANA STATE UNIVERSITY AND A&M COLLEGE

Richard J. Koubek
Executive Vice President and Provost
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

August 24, 2017


EXECUTIVE SUMMARY

The University of New Orleans has taught graduate classes at Stennis Space Center since the early 1970s. Today the University teaches interactive video courses received individually by students on their computers. The University requests approval to charge in-state tuition and fees for John C. Stennis Space Center employees enrolled in graduate courses.

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' request for approval of a Memorandum of Understanding with the Center for Higher Learning NASA/John C. Stennis Space Center.
June 21, 2017

Dr. Jim Henderson  
President  
The University of Louisiana System  
1201 North Third Street  
Baton Rouge, LA 70802

Re: MOU between UNO and The Center for Higher Learning NASA/John C. Stennis Space Center

Dear Dr. Henderson,

I am requesting approval of the attached Memorandum of Understanding between the University of New Orleans and The Center of Higher Learning NASA/John C. Stennis Space Center. This agreement serves to assured that any Stennis employee will pay only the Louisiana in-state tuition and fees for any graduate courses in which they are enrolled.

Thank you for your consideration.

Sincerely,

John W. Nicklow  
President
MEMORANDUM OF UNDERSTANDING

BETWEEN THE
The UNIVERSITY OF NEW ORLEANS
AND
THE CENTER OF HIGHER LEARNING
NASA / JOHN C. STENNIS SPACE CENTER

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into by the University of New Orleans (hereinafter referred to as UNO) and the Center of Higher Learning at Stennis Space Center (hereinafter referred to as CHL-Stennis).

1. Background
Faculty from UNO have taught graduate classes at Stennis Space Center since the early 1970's, first by sending a faculty member physically to Stennis to teach in a room on-site at Stennis, then as interactive video courses originating at UNO but received at CHL-Stennis, and evolving today to interactive video courses received individually by students on their own computers.

2. Statement of Purpose
This Agreement serves to assure that all parties signing this MOU are in full understanding that any Stennis employee will pay only the Louisiana in-state tuition and fees (out of state tuition waiver) for any graduate courses in which they are enrolled.

3. Responsibilities
UNO and CHL-Stennis will inform all parties bound by this MOU and its addenda about changes in the representatives in all participating institutions.

4. Points of Contact
For purposes of this agreement, the UNO representatives are

[Signature]
Director, UNO at Stennis Space Center

and

Dr. Mahyar Amouzegar
Provost and Senior Vice President for Academic Affairs

For purposes of this agreement, the CHL-Stennis representative is

[Signature]
Director, CHL-Stennis
5. Assignment
No party shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other party.

6. Applicable Law
All activities under this Memorandum of Understanding shall be subject to all applicable federal and/or state laws, rules, and regulations, and construed in accordance with the laws of the United States, the State of Louisiana, and the State of Mississippi.

7. Severability
Should any term or provision of the Memorandum of Understanding be found to be prohibited by the laws of the United States, the State of Louisiana, the State of Mississippi, or should any term or provision be declared invalid or void by a court of competent jurisdiction, the remaining terms, conditions, and obligations shall be valid and enforceable, to the fullest extent permitted by law, and shall not be affected by the invalidity of any other provision.

8. Liability
Each party shall be responsible for any liability resulting from the actions/inactions of its officers, agents, employees, or students, acting within the course and scope of their official duties.

9. Modification or Amendment
This Memorandum of Understanding shall not be modified, altered, or changed except by mutual consent of the parties. Any modification or amendment shall be made in writing, clearly stating the changes being effected and shall be duly executed by an authorized representative of each party.

10. Ownership
Any records, reports, documents, materials, or products along with the methodology and branding created or developed under this Memorandum of Understanding shall be the property of their respective authors/creators. No assignment of ownership is intended or implied. All parties will retain the right to share the archival material for research, demonstration, promotion, or other not-for-profit use.

11. Term and Termination
This Memorandum of Understanding shall begin on Aug 1, 2017 and shall remain in effect for three (3) years. Any party to the Memorandum of Understanding may terminate their participation in the MOU by providing thirty (30) days advance written notice to the other parties and by satisfying provision 3 of this Memorandum of Understanding. This Memorandum of Understanding may be extended for additional years after duly executed by an authorized representative of each party.

12. Notice
Any notice required or permitted to be given under this Memorandum of Understanding shall be in writing and sent to the party to whom notice should be given at the registered address of the party.
13. Entire Agreement
This Memorandum of Understanding constitutes the entire agreement between the parties with respect to the subject matter contained herein and shall supersede and replace any and all prior negotiations, understandings, and agreements, whether written or oral, between the parties.

14. Approved/Signatures

UNIVERSITY OF NEW ORLEANS

Dr. John Nicklow, President 6/15/17
Dr. Mahyar Amouzegar 6/1/17
Provost and Senior Vice President for Academic Affairs

Name 6/20/17
Director, UNO at Stennis Space Center

STENNIS SPACE CENTER
CENTER OF HIGHER LEARNING, NASA / JOHN C. STENNIS SPACE CENTER

Mr. Keith Long 6-26-17
Director
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

August 24, 2017

Item I.6. University of New Orleans’ request for approval to repurpose the Olga Braunstein Endowed Professorship in Petroleum Geology.

EXECUTIVE SUMMARY

In 1989, the Louisiana Legislature created the Louisiana Education Quality Support Fund (LEQSF), referred to as “8g,” which provides for multiple $40,000 and $400,000 grants to be awarded upon receipt of $60,000 or $600,000 in private donations for the establishment of an endowed professorship or endowed chair, respectively. The law further requires that the appropriate management board authorize the establishment of such endowed professorships and endowed chairs prior to submission to the Board of Regents for matching funds.

University of New Orleans requests approval to repurpose the Olga Braunstein Endowed Professorship in Petroleum Geology to the Olga Braunstein Endowed Professorship in Sedimentary Geology. The University currently has no faculty with research interests directly related to petroleum geology. The University has increased emphasis on coastal sciences and restoration. The repurposed professorship would focus on sedimentary geology in deltaic, fluvial, or estuarine systems and associated surface processes with those systems.

The current balance in the professorship is $165,852.

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’ request for approval to repurpose the Olga Braunstein Endowed Professorship in Petroleum Geology.
July 24, 2017

James B. Henderson, Ph.D.
President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Re: Request to Repurpose an Endowed Professorship

Dear Dr. Henderson:

On behalf of the University of New Orleans ("UNO") and the University of New Orleans Foundation, I am requesting approval by the University of the Louisiana System Board of Supervisors of the attached proposal to repurpose a Board of Regents’ ("BOR") Endowed Professorship ("Professorship").

The repurpose of this endowed Professorship would provide the critically needed resources to support the current focus of the College of Sciences and allow flexibility in the use of these funds.

We would appreciate your positive consideration of our request. Please feel free to contact me should you have any additional questions.

John W. Nicklow, PhD
President
To: University of Louisiana System President James B. Henderson and members of the University of Louisiana ("UL") Board of Supervisors

From: John W. Nicklow, Ph.D.

Date: July 17, 2017

Re: Request to Repurpose the Olga Braunstein Endowed Professorship in Petroleum Geology

1. Summary

The University Of New Orleans College of Sciences has a Board of Regents ("BOR") endowed professorship, Olga Braunstein Endowed Professorship in Petroleum Geology ("Professorship"), that is not currently occupied. This proposal would repurpose this Professorship.

2. Support for the Repurpose Request:

The underlying reasons for the establishment of the Professorship have changed since its establishment in 1991. The original donation was from the late Olga Braunstein to the University of New Orleans' ("University") Department of Geology and Geophysics. The University used this private donation, along with matching funds from the Louisiana Education Quality Support Fund, to endow the Professorship.

Since that time, events have changed the focus and needs of the University and its sciences program, thus affecting the Professorship:

- With the departure of Earth & Environmental Sciences faculty to other universities or retirement, there is currently no faculty with research interests directly related to petroleum geology and current course needs are met with adjuncts.
- With the University’s increased emphasis on coastal sciences and restoration, the research interest of repurposed Professorship would focus on sedimentary geology (in deltaic, fluvial, or estuarine systems, and associated surface processes within those systems).
- The repurpose of the Professorship is meant to reward and incentivize a current faculty member in the College of Sciences’ Department of Environmental and Earth Sciences whose research interests are aligned with coastal sciences and restoration.

This proposal would eliminate a currently unoccupied professorship.

3. Corpus and Fair Market Value of Repurposed Professorship:

Corpus: $100,000

Fair Market Value at March 31, 2017: $165,851.90
4. Precedents for repurposing professorships in the UL System have been established by other member institutions and such repurposing has been approved.

5. Donor Approval:
The donor is deceased. No donor approval can be obtained.

6. Budget Notes
No additional funds are required.

7. Related Documents
   - Request a change in the name and description of the repurposed Professorship to reflect its new purpose: *Olga Braunstein Endowed Professorship in Sedimentary Geology*
July 24, 2017

Eminent Scholars Program  
c/o Associate Commissioner for Sponsored Programs Administration  
Louisiana Board of Regents  
PO Box 3677  
Baton Rouge, LA 70821-3677

Re: Proposal to Repurpose an Endowed Professorship

On behalf of the University of New Orleans, I am requesting your approval of the attached proposal to repurpose the Olga Braunstein Endowed Professorship in Petroleum Geology (“Professorship”).

The repurpose of this Professorship would provide the critically needed resources to support the current focus of the College of Sciences and allow flexibility in the use of these funds.

Please find attached the following:
   a. The proposal outlining the conversion and request for name change.
   b. Certification from the University of Louisiana System indicating the approval of the proposed repurposing.

We would appreciate your positive response to our request. Please feel free to contact me should you have any additional questions.

[Signature]

John W. Nicklow, PhD  
President
PROPOSAL FOR REPURPOSE

The underlying reasons for the establishment of the Professorship have changed since its establishment in 1991. The original donation was from the late Olga Braunstein to the University of New Orleans' ("University") Department of Geology and Geophysics. The University used this private donation, along with matching funds from the Louisiana Education Quality Support Fund, to endow the Professorship.

Since that time, events have changed the focus and needs of the University and its sciences program, thus affecting the Professorship:

- With the departure of Earth & Environmental Sciences faculty to other universities or retirement, there is currently no faculty with research interests directly related to petroleum geology and current course needs are met with adjuncts.
- With the University's increased emphasis on coastal sciences and restoration, the research interest of repurposed Professorship would focus on sedimentary geology (in deltaic, fluvial, or estuarine systems, and associated surface processes within those systems).
- The repurpose of the Professorship is meant to reward and incentivize a current faculty member in the College of Sciences' Department of Environmental and Earth Sciences, whose research interests are aligned with coastal sciences and restoration.

This proposal would eliminate a currently unoccupied professorship.

REQUEST FOR NAME CHANGE

The University also requests a change in the name and description of the repurposed Professorship to reflect its new purpose: Olga Braunstein Endowed Professorship in Sedimentary Geology.
Item I.7. University of Louisiana System’s request for approval to establish LEQSF (8g) Endowed Professorships/First Generation Endowed Scholarships/Superior Graduate Scholarships as follows:

a. Louisiana Tech University
   1) Leslie and Kathy Guice First Generation Student Endowed Scholarship
   2) Clarence and Louise Faulk Professorship

b. Northwestern State University
   1) The R. Stewart Ewing Endowed Professorship in Business
   2) The Thomas M. Wright Endowed Professorship in Accounting
   3) Senator Gerald Long Endowed Professorship
   4) State Farm Endowed Professorship in Business
   5) The Bacsdayan Family First Generation Endowed Scholarship in Business
   6) The Bacsdayan Family First Generation Endowed Scholarship in Health Sciences
   7) Michael Peter Manno First Generation Endowed Scholarship
   8) Theta Mu First Generation Endowed Scholarship
   9) Rose Landry Long Louisiana Senate First Generation Endowed Professorship
  10) David and Sherry Morgan First Generation Endowed Scholarship
  11) David and Sherry Morgan First Generation Endowed Scholarship #2
  12) David and Sherry Morgan First Generation Endowed Scholarship #3
  13) David and Sherry Morgan First Generation Endowed Scholarship #4
  14) David and Sherry Morgan First Generation Endowed Scholarship #5
  15) David and Sherry Morgan First Generation Endowed Scholarship #6
  16) David and Sherry Morgan First Generation Endowed Scholarship #7
  17) David and Sherry Morgan First Generation Endowed Scholarship #8
  18) David and Sherry Morgan First Generation Endowed Scholarship #9
  19) David and Sherry Morgan First Generation Endowed Scholarship #10
  20) Ludlow and Bless McNeely First Generation Endowed Scholarship
  21) John and Angelina Manno First Generation Endowed Scholarship
  22) The Allen and Mary Posey Distinguished Graduate Endowed Scholarship in Education

c. University of Louisiana at Lafayette
   1) Richard G. Neihiesel/BORSF Endowed Professorship in History
   2) Lafayette Music Company-Raymond J. Goodrich/BORSF Professorship in Music
   3) G.S. Beaman Griffin/BORSF Endowed Professorship in Music
4) Rhett Jeansonne/BORSF Professorship in Insurance & Risk Management
5) Francis Patrick Clark/BORSF Professorship in Computing & Informatics III
6) Francis Patrick Clark/BORSF Professorship in Computing & Informatics IV
7) Senator Edgar “Sonny” Mouton/BORSF Endowed Professorship in Liberal Arts

EXECUTIVE SUMMARY

In 1989, the Louisiana Legislature created the Louisiana Education Quality Support Fund (LEQSF), referred to as “8g,” which provides for multiple $40,000 and $400,000 grants to be awarded upon receipt of $60,000 or $600,000 in private donations for the establishment of an endowed professorship, endowed scholarship or endowed chair, respectively. The law further requires that the appropriate management board authorize the establishment of such endowed professorships and endowed chairs prior to submission to the Board of Regents for matching funds.

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 requests from System institutions to establish the LEQSF (8g) Endowed Professorships/First Generation Endowed Scholarships/Superior Graduate Scholarships noted above.
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

August 24, 2017

Item I.8. University of Louisiana System’s request for acceptance of Fiscal Year 2016-17 Financial and Compliance and Federal Award Programs Representation Letters for (a) Grambling State University, (b) Louisiana Tech University, (c) Nicholls State University, (d) Northwestern State University, (e) Southeastern Louisiana University, (f) University of Louisiana at Lafayette, (g) University of New Orleans, and (h) University of Louisiana System.

EXECUTIVE SUMMARY

In connection with its financial and compliance audits of colleges and universities, the Legislative Auditor’s Office requires the President and Chief Fiscal Officer to review certain representations and certify that those representations are true and correct. The officers answer and sign a financial and compliance and federal award programs questionnaire at the beginning of the audit and then sign an update upon conclusion of the audit certifying that: (1) there were no material changes to the original certification; or (2) any such changes have been disclosed to the Legislative Auditor. Office of Legislative Auditor policy further requires that the appropriate management board accept the university’s questionnaire in a public meeting. The documentation is 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 accepts Fiscal Year 2016-17 Financial and Compliance and Federal Award Programs Representation Letters for (a) Grambling State University, (b) Louisiana Tech University, (c) Nicholls State University, (d) Northwestern State University, (e) Southeastern Louisiana University, (f) University of Louisiana at Lafayette, (g) University of New Orleans, and (h) University of Louisiana System.
Discussion/Action
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

August 24, 2017

Item I.9. University of Louisiana System’s request for approval of Fiscal Year 2017-18 Operating Budgets, including organizational charts, undergraduate/graduate mandatory attendance fees, scholarships, and System Shared Costs.

EXECUTIVE SUMMARY

The 2017-18 Operating Budgets were prepared in accordance with instructions received from the System Office, the Division of Administration Office of Planning and Budget, and the Louisiana Board of Regents.

System staff has prepared a comparative Operating Budget Summary for the System including Revenues by Source, Expenditures by Function and Object, and other summary data on Mandatory Attendance Fees, Organizational Charts, Employees, Scholarships, and Athletic Budgets.

Informational items are included in each institution’s full operating budget document that will be available at the Board meeting.

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 Fiscal Year 2017-18 Operating Budgets, including organizational charts, undergraduate/graduate mandatory attendance fees, scholarships, and System Shared Costs.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

August 24, 2017

Item I.10. University of Louisiana System's request for approval to create the *For Our Future Award.*

EXECUTIVE SUMMARY

The *For Our Future Award* is a scholarship that will be awarded in consideration of financial need, academic potential, individual achievement, or personal circumstances. Scholarships will be awarded for a full academic year. If a student graduates or becomes ineligible, the scholarship may be awarded to another qualified student for the remainder of the academic year.

The Student Board member shall be authorized to award six scholarships to any institution in the University of Louisiana System. The remainder of the Board of Supervisors members shall be authorized to award one scholarship to each of the nine institutions and three additional scholarships to any institution in the University of Louisiana System. Further, the Board Chair shall be authorized to award two scholarships to each of the nine institutions for the academic year and six scholarships to any institution.

The maximum value of the *For Our Future Award* is up to $5,000 for mandatory tuition and fees. The Scholarship cannot exceed the actual cost of mandatory tuition and fees after any state and/or institutional aid. Any excess scholarship funds are not eligible to be refunded. Students are encouraged, but not required, to live in on-campus housing.

Members of the Board of Supervisors, System office employees, and members of their respective immediate families are ineligible for the scholarships. (The immediate family is defined as children, brothers, sisters, parents, spouse, and parents of one's spouse.)

Approval of this Resolution authorizes the System President and Board Chair to develop and implement the *For Our Future Award* Policy and Procedures Memorandum (PPM).

RECOMMENDATION

It is recommended that the following resolution be adopted:

*NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana System's request for approval to create the For Our Future Award.*