

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

FINANCE COMMITTEE

October 24, 2019

Item H.1. **Louisiana Tech University's** request for approval to seek matching funds from the Louisiana Board of Regents for Endowed Superior Graduate Student Scholarships.

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 grants to be awarded upon receipt of \$60,000 in private donations for the establishment of Superior Graduate Scholarships. 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.

Louisiana Tech University requests approval to establish the

- a) George Leroy Erskine, Jr. Endowed Graduate Scholarship
- b) Justin and Jeanette Hinckley Endowed Superior Graduate Scholarship in the College of Education
- c) Justin and Jeanette Hinckley Endowed Superior Graduate Scholarship in Biological Sciences
- d) Dana Miller Packman Endowed Superior Graduate Student Scholarship
- e) Rick and Lisa Shirley Endowed Superior Graduate Student Scholarship #1
- f) Rick and Lisa Shirley Endowed Superior Graduate Student Scholarship #2
- g) Rick and Lisa Shirley Endowed Superior Graduate Student Scholarship #3

The endowments will be used to benefit student recipients in the form of scholarship, fellowships, and/or experiential opportunities, including internships, externships, conference travel, and field work.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval to seek matching funds from the Louisiana Board of Regents for Endowed Superior Graduate Student Scholarships.



H 1

LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

September 25, 2019

University of Louisiana System
Dr. Jim Henderson, President

Re: Permission to seek matching funds from the Louisiana Board of Regents for seven Superior Graduate Student Scholarships

Dear Dr. Henderson,

Louisiana Tech University Foundation has received private donations of \$420,000 to be used to create seven \$100,000 Superior Graduate Student Scholarships by coupling these private donations with matching funds from the Louisiana Board of Regents. The Superior Graduate Student Scholarships requiring matching funds from the Louisiana Board of Regents are as follows:

1. George Leroy Erskine, Jr. Endowed Graduate Scholarship (benefiting the College of Engineering and Science);
2. Justin and Jeanette Hinckley Endowed Superior Graduate Scholarship in the College of Education;
3. Justin and Jeanette Hinckley Endowed Superior Graduate Scholarship in Biological Sciences;
4. Dana Miller Packman Endowed Superior Graduate Student Scholarship (benefiting the College of Education, Counseling Psychology Program);
5. Rick and Lisa Shirley Endowed Superior Graduate Student Scholarship #1 (designation to be defined by Louisiana Tech University);
6. Rick and Lisa Shirley Endowed Superior Graduate Student Scholarship #2 (designation to be defined by Louisiana Tech University); and
7. Rick and Lisa Shirley Endowed Superior Graduate Student Scholarship #3 (designation to be defined by Louisiana Tech University).

Louisiana Tech University respectfully requests endorsement of these initiatives from the Board of Supervisors and further seeks permission to present these seven Superior Graduate Student Scholarships to the Board of Regents for funding from the Board of Regents Support Fund.

Sincerely,

A handwritten signature in blue ink that reads "Leslie K. Guice".

Leslie K. Guice, President

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928

AN EQUAL OPPORTUNITY UNIVERSITY

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

FINANCE COMMITTEE

October 24, 2019

Item H.2. **Nicholls State University's** request for approval of a revised Internal Audit Charter.

EXECUTIVE SUMMARY

The Internal Audit Charter sets forth the purpose, vision, authority and responsibility of the internal audit activity for Nicholls State University. The Charter, which was last revised December of 2017, has been modified to further conform with mandatory guidance of the Internal Professional Practices Framework (IPPF) promulgated by the Institute of Internal Auditors (IIA). Specifically, the Charter was revised to include the internal audit activity's vision statement, more clearly define the nature of assurance and consulting services provided, and recognize the mandatory nature of the Core Principles for the Professional Practice of Internal Auditing and Definition of Internal Auditing.

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 a revised Internal Audit Charter.



Office of the President

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

H2

September 30, 2019

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 October 24, 2019 meeting of the Board of Supervisors for the University of Louisiana System:

Revised Internal Audit Charter

Thank you for your assistance in this matter.

Sincerely,

John Clune
President

JC/jms

Enclosures

pc: Mr. Alex Arceneaux, Executive Vice President
Dr. Sue Westbrook, Provost and Vice President for Academic and Student Affairs
Dr. Todd Keller, Vice Provost
Dr. Michele Caruso, Associate Vice President for Student Affairs
Mr. Terry Braud, Vice President for Finance and Administration
Mrs. Paulette Mayon, Internal Auditor
Dr. James Stewart, Faculty Senate President/ Faculty Association Representative
Mrs. Renee Hicks, Executive Director of Planning and Institutional Effectiveness

NICHOLLS STATE UNIVERSITY INTERNAL AUDIT ACTIVITY CHARTER

This charter sets forth the purpose, vision, mission, objectives, authority, and responsibility of the internal audit activity at Nicholls State University. The charter establishes the internal audit activity's position within the University; authorizes access to records, personnel, and physical properties relevant to the performance of engagements; and defines the scope of internal audit activities.

Purpose and Mission

The purpose of the University's internal audit activity is to provide independent, objective assurance and consulting services designed to add value and improve the University's operations. The mission of internal audit is to enhance and protect organizational value by providing risk-based and objective assurance, advice, and insight. The internal audit activity helps the University accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of governance, risk management, and control processes. The internal audit activity is guided by a value-driven philosophy of partnering with other departmental units to continuously improve the operations of the University.

Vision

The vision of the University's internal audit activity is to be a valued partner of the University, the Board of Supervisors of the University of Louisiana System, and other institutions within the University of Louisiana System and to deliver professional assurance and consulting services to assist these entities in achieving their mission, strategic planning goals, and initiatives in an atmosphere of respect and accountability.

Standards for the Professional Practice of Internal Auditing

The internal audit activity will govern itself by adherence to the *Mandatory Elements (Guidance)* of the Institute of Internal Auditors' International Professional Practices Framework, including the Core Principles for the Professional Practice of Internal Auditing, the Code of Ethics, the *International Standards for the Professional Practice of Internal Auditing*, and the Definition of Internal Auditing. The Director of Internal Audit (Chief Audit Executive) will report periodically to the University President and, through the System Director of Internal & External Audit, to the Board of Supervisors of the University of Louisiana System (Board) regarding the internal audit activity's conformance to the Code of Ethics and the *Standards*.

Authority

The University's internal audit activity is established by the Board. The internal audit activity's responsibilities are defined by the Board as part of their oversight role. The Director of Internal Audit will report administratively (i.e., day-to-day operations) to the President of the University and functionally to the Board, through the System Director of Internal & External Audit and the Finance Committee. To establish, maintain, and assure that University's internal audit activity has sufficient authority to fulfill its duties, the Board of Supervisors will:

- Approve the internal audit activity's charter.
- Approve the risk based internal audit plan.
- Approve the internal audit activity's budget and resource plan.
- Receive communications from the Director of Internal Audit on the internal audit activity's performance relative to its plan and other matters.
- Approve decisions regarding the appointment and removal of the Director of Internal Audit.

NICHOLLS STATE UNIVERSITY INTERNAL AUDIT ACTIVITY CHARTER

- Approve the remuneration of the Director of Internal Audit.
- Make appropriate inquiries of management and the Director of Internal Audit to determine whether there is inappropriate scope or resource limitations.
- The Director of Internal Audit will have unrestricted access to and communicate and interact directly with the System Director of Internal & External Audit, the Finance Committee of the Board of Supervisors, and the Board of Supervisors, including in private meetings without management present.

The Board of Supervisors authorizes the internal audit activity to:

- Have full, free, and unrestricted access to all functions, records, property, and personnel pertinent to carrying out any engagement, subject to accountability for confidentiality and safeguarding of records and information.
- Audit or review any function, activity, or unit of the University and the accounts of all organizations required to submit financial statements to the University.
- Have direct and unrestricted access and present to the President of the University any matter considered to be of sufficient importance to warrant attention or that has been brought to the internal audit activity for review.
- Allocate resources, set frequencies, select subjects, determine scopes of work, and apply the techniques required to accomplish audit objectives, and issue reports.
- Obtain assistance from the necessary personnel of the University where they perform audits, as well as other specialized services from within or outside the University, in order to complete the engagement.

Independence and Objectivity

The Director of Internal Audit will ensure that the internal audit activity remains free from all conditions that threaten the ability of internal auditors to carry out their responsibilities in an unbiased manner, including matters of audit selection, scope, procedures, frequency, timing, and report content. If the Director of Internal Audit determines that independence or objectivity may be impaired in fact or appearance, the details of impairment will be disclosed to appropriate parties.

Internal auditors will maintain an unbiased mental attitude that allows them to perform engagements objectively and in such a manner that they believe in their work product, that no quality compromises are made, and that they do not subordinate their judgment on audit matters to others.

Internal auditors will have no direct operational responsibility or authority over any of the activities audited. Accordingly, internal auditors will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair their judgment, including:

- Assessing specific operations for which they had responsibility within the previous year.
- Performing any operational duties for the University or its affiliates.
- Initiating or approving transactions external to the Department of Internal Audit.
- Directing the activities of any University employee not employed by the internal audit activity, except to the extent that such employees have been appropriately assigned to auditing teams or to otherwise assist internal auditors.

NICHOLLS STATE UNIVERSITY INTERNAL AUDIT ACTIVITY CHARTER

To provide for the independence of the internal audit activity, its personnel will report to the University's Director of Internal Audit, who reports functionally to the Board of Supervisors through the System Director of Internal & External Audit and administratively to the President of the University. The University President has authority to handle all personnel matters regarding Internal Audit. Therefore, internal audits and appraisals do not in any way substitute for nor relieve other persons in the University of the responsibilities assigned to them.

Where the Director of Internal Audit has or is expected to have roles and/or responsibilities that fall outside of internal auditing, safeguards will be established to limit impairments to independence or objectivity.

Internal auditors will:

- Disclose any impairment of independence or objectivity, in fact or appearance, to appropriate parties.
- Exhibit professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined.
- Make balanced assessments of all available and relevant facts and circumstances.
- Take necessary precautions to avoid being unduly influenced by their own interests or by others in forming judgments.

At least annually, the Director of Internal Audit will confirm to the University President and, through the System Director of Internal & External Audit, the Board of Supervisors of the University of Louisiana System the organizational independence of the internal audit activity.

The Director of Internal Audit will also disclose to those parties any interference and related implications in determining the scope of internal auditing, performing work, and/or communicating results.

Scope of Internal Audit. Activities

The scope of internal audit activities encompasses, but is not limited to:

- Assurance services provided to the Board, management, and outside parties primarily consisting of objective examinations of evidence for the purpose of providing independent assessments on the adequacy and effectiveness of governance, risk management, and control processes for the University.
- Consulting services provided to the Board, management, and outside parties primarily consisting of advisory and related client service activities, the nature and scope of which will be agreed with the client and be intended to add value and improve the University's governance, risk management, and control process without the internal audit activity assuming management responsibility. Examples may include counsel, advice, facilitation, and training.

Internal audit assessments include evaluating whether:

- Risks relating to the achievement of the University's strategic objectives are appropriately identified and managed.
- The actions of the University's officers, directors, employees, and contractors are in compliance with the University's policies, procedures, and applicable laws, regulations, and governance standards.
- The results of operations or programs are consistent with established goals and objectives.

NICHOLLS STATE UNIVERSITY INTERNAL AUDIT ACTIVITY CHARTER

- Operations or programs are being carried out effectively and efficiently.
- Established processes and systems enable compliance with the policies, procedures, laws, and regulations that could significantly impact the University.
- Information and the means used to identify, measure, analyze, classify, and report such information are reliable and have integrity.
- Resources and assets are acquired economically, used efficiently, and protected adequately.

The Director of Internal Audit will report periodically to senior management and the Board regarding:

- The internal audit activity's purpose, authority, and responsibility.
- The internal audit activity's plan and performance relative to its plan.
- The internal audit activity's conformance with The IIA's Code of Ethics and *Standards*, and action plans to address any significant conformance issues.
- Significant risk exposures and control issues, including fraud risks, governance issues, and other matters requiring the attention of, or requested by, the Board.
- Results of audit engagements or other activities.
- Resource requirements.
- Any response to risk by management that may be unacceptable to the University.

The Director of Internal Audit also coordinates activities, where possible, and considers relying upon the work of other internal and external assurance and consulting service providers as needed. The internal audit activity may perform advisory and related client service activities, the nature and scope of which will be agreed with the client, provided the internal audit activity does not assume management responsibility.

Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during engagements. These opportunities will be communicated to the appropriate level of management.

Responsibility

The chief audit executive has the responsibility to:

- Annually develop and submit to senior management and the Board a risk-based internal audit plan for review and approval. The flexible annual audit plan (summary of the audit work schedule, staffing plan, and time budget) will be developed based on internal audit's assessment of risk with input from management regarding areas of concern and areas of increased risk.
- Communicate to senior management and the Board the impact of resource limitations on the internal audit plan.
- Review and adjust the annual internal audit plan, as necessary, in response to changes in the University's business, risks, operations, programs, systems, and controls.
- Communicate to senior management and the Board any significant interim changes to the internal audit plan.
- Ensure each engagement of the internal audit plan is executed, including the establishment of objectives and scope, the assignment of appropriate and adequately supervised resources, the documentation of work programs and testing results, and the communication of engagement results with applicable conclusions and recommendations to appropriate parties.

NICHOLLS STATE UNIVERSITY INTERNAL AUDIT ACTIVITY CHARTER

- Follow up on engagement findings and corrective actions, and report periodically to senior management and the Board any corrective actions not effectively implemented.
- Ensure the principles of integrity, objectivity, confidentiality, and competency are applied and upheld.
- Ensure the Department of Internal Audit collectively possesses or obtains the knowledge, skills, and other competencies needed to meet the requirements of the internal audit charter.
- Establish a Quality Assurance and Improvement Program by which the Director assures the operations of internal auditing activities are acceptable.
- Perform consulting services, beyond internal auditing's assurance services, to assist management in meeting its objectives.
- Ensure trends and emerging issues that could impact the University are considered and communicated to senior management and the Board as appropriate.
- Ensure emerging trends and successful practices in internal auditing are considered.
- Evaluate and assess significant merging/consolidating functions and new or changing services, processes, operations, and control processes coincident with their development, implementation, and/or expansion.
- Assist in the investigation of significant suspected fraudulent activities within the University and notify management and the finance committee of the results.
- Consider the scope of work of the external auditors and regulators, as appropriate, for the purpose of providing optimal audit coverage.
- Establish and ensure adherence to policies and procedures designed to guide the internal audit department.
- Ensure adherence to the University's relevant policies and procedures, unless such policies and procedures conflict with the internal audit charter. Any such conflicts will be resolved or otherwise communicated to senior management and the Board.
- Submit written and timely reports to the President of the University and appropriate members of management at the conclusion of each engagement to acknowledge satisfactory performance or to set forth observations and/or recommendations for correction or improvement.
- Forward a copy of each internal audit report and a summary to the System's Director of Internal & External Audit.
- Ensure conformance of the internal audit department with the Standards, with the following qualifications:
 - If the internal audit department is prohibited by law or regulation from conformance with certain parts of the *Standards*, the chief audit executive will ensure appropriate disclosures and will ensure conformance with all other parts of the *Standards*.
 - If the *Standards* are used in conjunction with requirements issued by other authoritative bodies (e.g., AICPA, GAO, etc.) the chief audit executive will ensure that the internal audit department conforms with the *Standards*, even if the internal audit department also conforms with the more restrictive requirements of other authoritative bodies.

Quality Assurance and Improvement Program

The internal audit activity will maintain a Quality Assurance and Improvement Program (program) that covers all aspects of the internal audit activity. The program is detailed in the Audit Manual of the Nicholls State University Department of Internal Audit. The program will include an evaluation of the internal audit activity's conformance with the *Standards* and an

**NICHOLLS STATE UNIVERSITY
INTERNAL AUDIT ACTIVITY CHARTER**

evaluation of whether internal auditors apply the IIA's Code of Ethics. The program will also assess the efficiency and effectiveness of the internal audit activity and identify opportunities for improvement. The program will include both internal and external assessments. The internal assessments will include ongoing monitoring of the performance of the internal audit activity and periodic self-assessments. The IIA Standards provide that external assessments are required to be conducted at least once every five years by a qualified, independent assessor or assessment team from outside the organization. Act 314 of the 2015 Regular Legislative Session (L.R.S. 17:3351) became effective on August 1, 2015. Therefore, an external assessment will be required to be completed by July 31, 2020, which is five years of the effective date of Act 314 of 2015.

The Director of Internal Audit will communicate to senior management and the Board on the internal audit activity's quality assurance and improvement program, including results of internal assessments (ongoing monitoring and periodic internal assessments) and external assessments conducted at least once every five years by a qualified, independent assessor or assessment team from outside the University.

Approved:



Nicholls State University President

Date:

9/30/19

University of Louisiana System Board

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

FINANCE COMMITTEE

October 24, 2019

Item H.3. **Northwestern State University's** request for approval to execute a Cooperative Endeavor Agreement with the City of Natchitoches.

EXECUTIVE SUMMARY

Northwestern State University requests approval to execute a Cooperative Endeavor Agreement with the City of Natchitoches in order to receive forty percent of the revenue generated by a sales tax in the Natchitoches Economic District C. The purpose of the tax is to provide for the costs of acquiring, constructing, equipping, operating, and maintaining recreational facilities in the City and for the promotion of recreation and sporting events in the City. The City has proposed that a portion of the revenue generated by the tax be dedicated to the promotion of recreation and sporting events hosted by NSU and be used for certain purposes: facility upkeep and enhancement, event management operations, social media, website platform, billboard and radio advertising, video streaming, promotions, attracting conference championships, and reducing admission for citizens of the City.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval to execute a Cooperative Endeavor Agreement with the City of Natchitoches.



H3

September 30, 2019

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

Re: CEA with the City of Natchitoches

Dear Dr. Henderson:

Northwestern State University is requesting to submit the attached *CEA with the City of Natchitoches* to be placed on the agenda for approval at the October 2019 Board Meeting.

Thank you for your consideration of this request.

Sincerely,

Dr. Chris Maggio
President

Attachment



NORTHWESTERN STATE

Office of the President

310 Sam Sibley Drive
Caspari Hall - Suite 223
Natchitoches, LA 71497
(O) 318-357-6441
(F) 318-357-4223

September 30, 2019

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

Dear Dr. Henderson:

Northwestern State University requests the Board of Supervisors for the University of Louisiana System grant permission to execute a cooperative endeavor agreement with the City of Natchitoches in order to receive forty percent of the revenue generated by a sales tax in the Natchitoches Economic District C, State of Louisiana.

The City has proposed a sales tax of one percent in the Natchitoches Economic Development District C, State of Louisiana, by Ordinance Number 23 of 2019, which was introduced on the 10th day of June 2019. Ordinance Number 23 of 2019 provides that the purpose of the tax is to provide for "paying the costs of acquiring, constructing, equipping, operating and maintaining recreational facilities in the City and for the promotion of recreation and sporting events in the City". The City has proposed to NSU that a portion of the revenue generated by the proposed sales tax of one percent, in the Natchitoches Economic Development District C, State of Louisiana, be dedicated to the promotion of recreation and sporting events hosted by NSU in the City of Natchitoches, and that these funds be transferred to NSU to be used for certain defined purposes, as follows:

- Facility upkeep and enhancement
- Event management operations
- Social media
- Website platform
- Billboard and radio advertising
- Video streaming
- Promotions
- Funds expended to attract conference championships to Natchitoches
- Provide ability to reduce admission for citizens of the City to NSU sporting events being held in conjunction with the activities held at Park Natchitoches

The City has proposed that forty percent of the revenue generated by the proposed sales tax of one percent in the Natchitoches Economic Development District C, State of Louisiana, be transferred to NSU to be utilized by NSU specifically as set forth above.

Thank you very much for your assistance.

Sincerely,

Dr. Chris Maggio
President

DEDICATED TO ONE GOAL. **YOURS.™**



**STATE OF LOUISIANA
PARISH OF NATCHITOCHES**

COOPERATIVE ENDEAVOR AGREEMENT

WHEREAS, the City of Natchitoches (sometimes hereinafter referred to as the "City") is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

WHEREAS FURTHER, the City of Natchitoches is specifically authorized under Section 1.06 of the Charter of the City of Natchitoches to provide for the general welfare, safety, health, peace and good order of the City, and further authorized under Section 1.07 of the Charter of the City of Natchitoches to enter into Joint Service Agreements or Cooperative Efforts with other governmental agencies; and

WHEREAS FURTHER, Northwestern State University (sometimes hereinafter referred to as "NSU") is a Louisiana _____; and

WHEREAS FURTHER, NSU is specifically authorized under _____ to provide for _____, and is further authorized under _____ to enter into Joint Service Agreements or Cooperative Endeavor Agreements with other governmental agencies; and

WHEREAS FURTHER, notwithstanding the above, must receive approval from the Board of Supervisors before this agreement is final and binding; and

WHEREAS FURTHER, the City has proposed a sales tax of one percent in the Natchitoches Economic Development District C, State of Louisiana, (sometimes hereinafter referred to as the "District") by Ordinance Number 23 of 2019, which was introduced on the 10th day of June 2019; and

WHEREAS FURTHER, Ordinance Number 23 of 2019 provides that the purpose of the tax is to provide for the "paying the costs of acquiring, constructing, equipping, operating and maintaining recreational facilities in the City and for the promotion of recreation and sporting events in the City"; and

WHEREAS FURTHER, the City intends to use a portion of the funds to offset the costs of acquiring, constructing, equipping, operating and maintaining the new recreational facility known as Park Natchitoches which is located on the South side of Highway 6 between I-49 and the Highway 1 By-Pass; and

WHEREAS FURTHER, NSU has an athletic department that hosts sporting events and related activities on campus and in the City of Natchitoches that attracts numerous visitors to the City of Natchitoches, which visitors have a large economic impact on the City and Parish of Natchitoches, Louisiana; and

WHEREAS FURTHER, examples of this impact include the following:

- 1- During the 2018-19 academic year, the NSU athletic program hosted three Southland Conference championship events (volleyball, softball, men's and women's track) over the course of 13 days that had an economic impact of over \$1 million.
- 2- The NSU Athletic Department hosts an estimated 250 recruits and their families annually.
- 3- The estimated economic impact of the two-day Louisiana High School Athletic Association Cross Country Championship Meet, which has been hosted annually by NSU for over 30 years, is over \$7 million annually.
- 4- NSU hosts over 150 regular season games, camps/clinics, high school and other events annually.

; and

WHEREAS FURTHER, NSU will continue to host sporting events and related activities attracting visitors to its campus and the City of Natchitoches, and seeks to improve and expand the quality of athletic facilities and increase the quantity of sporting events, but has limited funds to enhance facilities, promote such events, and increase participation; and

WHEREAS FURTHER, enhanced facilities, events and participation could help the university and the community bringing greater numbers of visitors to the City, which would expand economic development in the City and Parish of Natchitoches and help generate increased tax revenues, and hotels, restaurants and other businesses in the taxing district would benefit financially from those increased visitors; and

WHEREAS FURTHER, the City has proposed to NSU that a portion of the revenue generated by the proposed sales tax of one percent in the Natchitoches Economic Development District C, State of Louisiana, be dedicated to the promotion of recreation and sporting events hosted by NSU in the City of Natchitoches, and that these funds be transferred to NSU to be used for certain defined purposes, as follows:

- Facility upkeep and enhancement
- Event Management operations
- Social Media
- Website platform
- Billboard and radio advertising
- Video streaming
- Promotions
- Funds expended to attract conference championships to Natchitoches
- Provide ability to reduce admission for citizens of the City to NSU sporting events being held in conjunction with activities held at Park Natchitoches

; and

WHEREAS FURTHER, the City has proposed that forty percent of the revenue generated by the proposed sales tax of one percent in the Natchitoches Economic Development District C, State of Louisiana, be transferred to NSU (sometimes hereinafter "Transferred Funds") to be utilized by NSU specifically as set forth above; and

WHEREAS FURTHER, NSU is in need of funds to promote and attract recreation and sporting events to its campus and the City of Natchitoches, and agrees that in exchange for forty percent of the revenue generated by the sales tax of one percent in the Natchitoches Economic Development District C, State of Louisiana, it will use and utilize said funds for those purposes defined above, and further agrees that it will provide annual reports itemizing how the Transferred Funds are expended; and

WHEREAS FURTHER, the City and NSU have agreed to enter into this Cooperative Endeavor Agreement (sometimes hereinafter "CEA") setting forth the above agreement between the parties; and

NOW THEREFORE, the City of Natchitoches, Louisiana, a municipal corporation, represented herein by Honorable Lee Posey, Mayor, duly authorized to act herein pursuant to Resolution Number ____ of 2019, and Northwestern State University, represented herein by Dr. Chris Maggio, President, duly authorized to act herein pursuant to _____, but subject to final approval by the Board of Supervisors, do hereby enter into the following agreement:

The City agrees that it will transfer, on a quarterly basis, forty percent of the funds generated by the proposed sales tax of one percent in the Natchitoches Economic Development District C, State of Louisiana, to NSU.

In exchange for this transfer of funds, NSU agrees that it will utilize the funds to attract and promote recreation and sporting events to its campus and the City of Natchitoches, the expenditure of said funds to include the following:

Facility upkeep and enhancement
Event Management operations
Social Media
Website platform
Billboard and radio advertising
Video streaming
Promotions
Funds expended to attract conference championships to Natchitoches
Provide ability to reduce admission for citizens of the City to NSU sporting events being held in conjunction with activities held at Park Natchitoches

As further consideration for the transfer of funds, NSU agrees that it will provide annual reports itemizing how the Transferred Funds are expended.

This Cooperative Endeavor Agreement shall remain in effect for the same time period that the one per cent sales tax is collected in the Natchitoches Economic Development District C, State of Louisiana, pursuant to Ordinance Number 23 of 2019.

THUS DONE AND PASSED before the parties before the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana, on this the ____ day of _____, 2019.

ATTEST:

CITY OF NATCHITOCHES, LOUISIANA

by: **Mayor Lee Posey**

NORTHWESTERN STATE UNIVERSITY

by:

Signature of Notary Public

Printed name of Notary Public
Notary No. _____

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

FINANCE COMMITTEE

October 24, 2019

Item H.4. **Northwestern State University's** request for approval of a proposed new flat rate pricing for PREP.

EXECUTIVE SUMMARY

Northwestern State University is requesting approval of a proposed new flat rate pricing plan for enrollment in the post baccalaureate, alternate certification program (elementary grades 1-5, middle grades 4-8, or secondary 6-12). The proposed charge is \$5,040 in tuition and fees for 18 graduate credit hours of education courses in these alternate certification programs. Upon completion, students would be eligible for 12 of these hours to transfer into the Master of Education program in Curriculum and Instruction, furthering the career trajectory for Louisiana Teachers.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval of a proposed new flat rate pricing for PREP.



September 30, 2019

H 4

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

Re: Proposed New Flat Rate Pricing for PREP

Dear Dr. Henderson:

Northwestern State University is requesting to submit the attached *Proposed New Flat Rate Pricing for PREP* to be placed on the agenda for approval at the October 2019 Board Meeting.

Thank you for your consideration of this request.

Sincerely,

Dr. Chris Maggio
President

Attachment



September 30, 2019

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

Re: Proposed New Flat Rate Pricing for PREP

Dear Dr. Henderson:

This is to request consideration by the University of Louisiana System of a proposed new flat rate pricing plan for enrollment in the post baccalaureate, alternate certification programs (elementary grades 1-5, middle grades 4-8, or secondary 6-12).

NSU is proposing a charge of \$5040 in tuition and fees for 18 graduate credit hours of education courses in these three alternate certification programs. Upon completion, students would be eligible for 12 of these hours to transfer into the Master of Education program in Curriculum and Instruction, furthering the career trajectory for Louisiana teachers.

Based on the outstanding quality of the preparation and support included within Northwestern's program and a review of charges with other Louisiana alternative certification providers (university and non-university), this proposed cost structure would be beneficial to current students and viable for the university.

Thank you for your consideration of this request that would help assure the continued success and excellence of these programs within the School of Education.

Sincerely,

Dr. Chris Maggio
President

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

FINANCE COMMITTEE

October 24, 2019

Item H.5. University of New Orleans' request for approval of a Cooperative Endeavor Agreement with Obatala Sciences, Inc.

EXECUTIVE SUMMARY

The purpose of this agreement allows Obatala Sciences, Inc. and the University's Advanced Materials Research Institute (AMRI) to team up on the development of new nanomaterials. Obatala is a Louisiana startup company on the development of 3D bioprinted microfluidic devices for culture of organ/tissue specific constructs for drug testing and metabolic research.

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 with Obatala Sciences, Inc.



H 5

THE UNIVERSITY of
NEW ORLEANS
OFFICE OF THE PRESIDENT

September 18, 2019

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

Re: Cooperative Endeavor Agreement with Obatala Sciences, Inc.

Dear Dr. Henderson,

I am requesting approval to enter into a Cooperative Endeavor Agreement with Obatala Sciences, Inc.

The purpose of this agreement is to allow Obatala Sciences and the University's Advanced Materials Research Institute (AMRI) to team up on the development of new nanomaterials. Obatala is a Louisiana start-up company working on the development of 3D bioprinted microfluidic devices for the culture of organ/tissue specific constructs for drug testing and metabolic research.

Thank you for your consideration.

Sincerely,

John W. Nicklow
President

UNIVERSITY OF NEW ORLEANS
COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR, made and entered into this 1st day of November, 2019, by and between the University of New Orleans, a member of the University of Louisiana System, hereinafter referred to as “University,” and/or “UNO” and Obatala Sciences, Inc., hereinafter referred to as “Contracting Party” and/or “Obatala”.

ARTICLE I

WITNESSETH:

1.1 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, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

1.2 WHEREAS, the University desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided;

1.3 WHEREAS, the University has the authority to enter into this Agreement as evidenced by its governmental purpose to perform its public higher education mission of instruction, research and public service.

1.4 WHEREAS, the public purpose of the Project is described as: Obatala is a Louisiana startup biotechnology company working to advance the study and prevention of diseases in the fields of obesity, diabetes, tissue engineering, and regenerative medicine and the University’s Advanced Materials Research Institute (AMRI) is a recognized world leader in nanomaterials research. Obatala and AMRI will team up on the development and testing of new biomaterials. Initial projects, for example, will include the development of 3D bioprinted microfluidic devices for the culture of organ/tissue specific constructs for drug testing and metabolic research. The immediate proximity of Obatala to AMRI readily allows for the exchange of ideas, the development of new technologies involving Obatala and AMRI researchers, characterization of materials prepared through this collaboration using AMRI state of the art instrumentation, the training of undergraduate and graduate students in biomaterials and 3-D printing, and the development of state and federal research proposals in basic and applied research. Further, the proximity of Obatala to AMRI researchers will serve as a model for the development of other small businesses based on existing AMRI technologies on other nanomaterials. All of these aspects of this collaborative agreement will: 1) serve the public through the development of a small business in biotechnology – Obatala will employ Louisiana workers including students and graduates from UNO; 2) serve to elevate the research programs of UNO faculty through the development of new collaborative projects; 3) will bring in additional federal funding through applied research programs (NSF, DOE, etc.) and small business development grants (SBIR); and 4) will serve to train undergraduate students through internships and graduate students through collaborative projects between AMRI faculty and Obatala.

1.5 WHEREAS, the University has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement;

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

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

ARTICLE II

SCOPE OF SERVICES

2.1 The Contracting Party shall:

- a) Engage in collaborative research with AMRI researchers involving the development of 3D bioprinted microfluidic devices for the culture of organ/tissue specific constructs for drug testing and metabolic research.
- b) Work with AMRI researchers to seek state and federal funding in applied research and the development of small business.
- c) Provide internships for UNO undergraduates giving them training in biomaterials manufacturing, microfluidic devices, and 3-D printing.
- d) Provide training in biomaterials manufacturing, microfluidic devices, and 3-D printing to graduate students that work for collaborating AMRI researchers.
- e) Give seminars at least 2-3 times a year, as part of the AMRI weekly program, on developments in Obatala technologies, biomaterials manufacturing, the culturing of organ/tissue specific constructs for drug testing and metabolic research, and small business development. The latter will be especially important for those AMRI faculty that are planning the development of their own small businesses.

ARTICLE III

DELIVERABLES

3.1 Deliverables:

- a) Collaborative research with AMRI researchers will be established in 3D printed biomaterials. . Planned target areas include bioprinted microfluidic devices for the culture of organ/tissue specific constructs for drug testing and metabolic research.
- b) Obatala and AMRI researchers will apply for state and federal grants to further Obatala and UNO faculty research; these will include the Board of Regents Industrial ties program and NSF and/or DOE small business grants.
- c) Obatala will host UNO undergraduates in internships in the development and manufacturing of biomaterials.

d) Obatala researchers will give seminars sharing their expertise in the development of culture of organ/tissue specific constructs for drug testing and metabolic research and the development of small businesses.

ARTICLE IV **BENEFITS TO CONTRACTING PARTY**

4.1 In consideration of the services described above, the University hereby agrees to provide benefits to the Contracting Party. Benefits will be received/provided in the following manner:

The Contracting Party will receive a reduced rental rate for space in UNO's Science Building. The benefits received by the University are commensurate with the benefits provided to the Contracting Party because the benefits received by the University are more than worth the value of reduced rent. These benefits include: the advancement in AMRI programs in the science and engineering of materials, development and discovery of new materials and materials applications, training of undergraduates through internship opportunities, and seminars on the technology and small business aspects of Obatala.

4.2 Additional Costs and Expenses. No additional costs or expenses incurred by the Contracting Party in performance of this Agreement shall be reimbursed or paid by the University unless agreed upon in writing by the parties.

ARTICLE V **TERMINATION FOR CAUSE**

5.1 See Article XLIV.

ARTICLE VI **NOT USED**

6.1 Not used.

ARTICLE VII **OWNERSHIP OF WORK PRODUCT, CONFIDENTIALITY AND COPYRIGHT**

7.1 It is understood that any intellectual property developed solely by Contracting Party will be owned by Contracting Party. Any intellectual property developed by University will be owned by University. Any intellectual property jointly developed will be jointly owned by respective party. Both parties will make good faith efforts to identify appropriate ownership regarding jointly developed intellectual property. The University and the Contracting Party will enter into a mutually agreeable collaboration/non-disclosure agreement.

ARTICLE VIII **ASSIGNMENT**

8.1 Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the University, provided however, that claims for money due or to become due to Contracting Party from the University may be assigned to a bank, trust company, or other financial institution

without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University. Additionally, the Contracting Party shall not subcontract any work to any party without the prior written consent of the University.

ARTICLE IX

FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

ARTICLE X

AUDIT CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the Contracting Party which relate to this Agreement, upon request.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of four years after the date of final payment under the prime contract and any subcontract entered into under this Agreement or four years from the date of termination of the prime contract and any subcontract entered into under this Agreement, whichever is later.

ARTICLE XI

AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

ARTICLE XII

FISCAL FUNDING (NON-APPROPRIATION) CLAUSE

12.1 In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the University as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the Contracting Party, its successors or assigns for any further payments.

ARTICLE XIII

TERM OF AGREEMENT

13.1 The term of this Agreement shall commence on November 1, 2019 and shall continue in effect until October 31, 2020, unless sooner terminated as provided in Paragraph XLIV. This agreement may be extended for additional periods by mutual agreement of the parties.

ARTICLE XIV
DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Contracting Party agrees 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, or disabilities. The Contracting Party acknowledges and agrees that any act of unlawful discrimination committed by Contracting Party, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XV
INDEMNIFICATION; INSURANCE

15.1 See Articles XXXVIII and XL.

ARTICLE XVI
PARTIAL INVALIDITY; SEVERABILITY

16.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XVII
ENTIRE AGREEMENT; MODIFICATION

17.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

ARTICLE XVIII
CONTROLLING LAW

18.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

ARTICLE XIX
LEGAL COMPLIANCE

19.1 The University shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.

ARTICLE XX
RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS

20.1 The Contracting Party is engaged by the University for the purposes set forth in this Agreement. The relationship between the Contracting Party and the University shall be, and only be, that of an independent contractor and the Contracting Party shall not be construed to be an employee, agent, partner of, or in joint venture with, the University.

ARTICLE XXI
**ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION
COVERAGE**

21.1 The University and the Contracting Party expressly agree that the Contracting Party is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that the University shall not be liable to the Contracting Party or to anyone employed by the Contracting Party for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

ARTICLE XXII
**ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION
COVERAGE**

22.1 The University and the Contracting Party expressly declare and acknowledge that the Contracting Party is an independent contractor and, as such, is being engaged by the University under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only: A. The Contracting Party has been and will be free from any control or direction by the University over the performance of the services covered by this Agreement; B. The services to be rendered by the Contracting Party are outside the normal course and scope of the University's usual business; and C. The Contracting Party is customarily engaged in an independently established trade, occupation, profession, or business. Consequently, neither the Contracting Party nor anyone employed or contracted by the Contracting Party shall be considered an employee of the University for the purpose of unemployment compensation coverage.

ARTICLE XXIII
FORCE MAJEURE

23.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

ARTICLE XXIV
EMPLOYMENT OF STATE PERSONNEL

24.1 The Contracting Party certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana.

ARTICLE XXV
COVENANT AGAINST CONTINGENT FEES

25.1 The Contracting Party warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contracting Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the University shall have the right to annul this Agreement without liability or, in University's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXVI
REMEDIES FOR DEFAULT

26.1 See Article XLIV.

ARTICLE XXVII
NOTICES

27.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

John Wiley
President's Research Professor and Director of AMRI
University of New Orleans
Science Building Room 2064
New Orleans, Louisiana 70148

Trivia Frazier, Ph.D., M.B.A.
President and CEO
Obatala Sciences, Inc.
2000 Lakeshore Dr.
New Orleans, LA 70148

ARTICLE XXVIII
PREMISES

28.1 PREMISES. University owns a tract of property with improvements located at 2000 Lakeshore Drive, New Orleans, LA 70148, hereinafter referred to as "University's Tract", and Contracting Party wishes to lease a part thereof. University agrees to lease and does hereby lease to Contracting Party and Contracting Party does hereby agree to lease and does hereby lease from University, delivery of possession of which is hereby acknowledged, a portion of University's Tract, hereinafter referred to as the "Leased Premises". The Leased Premises shall consist of that portion of the University of New Orleans' Science Building ("Science Building"), an improvement located on University's Tract, totaling approximately 1596.9 square feet. This included 1030.3 square feet of laboratory space, 818.5 square feet of laboratory space in Room 2025 and 211.8 square feet of laboratory space in Room 1052. Also included are approximately 566.6 square feet of office space, 184.6 square feet of office space in Room 2013, 202.6 square feet of office space in Room 2015 and 179.4 square feet of office space in room 2104. The use of the lab benches, sinks and fume hoods are included in this Agreement. Licensee may use other University equipment for an additional charge. The Contracting Party will have shared use of Common Areas as described herein.

ARTICLE XXIX
NOT USED

29.1 NOT USED

ARTICLE XXX
RENT

30.1 RENT. Rental rates have been calculated as follows: \$15.30 per square foot for 1030.3 square feet of laboratory space and \$12.60 per square foot for 566.6 square feet of office space. This Agreement is made for an annual rent of \$22,902.75 which is an average price per square foot of \$14.34. Rent is payable in a monthly amount of ONE THOUSAND NINE HUNDRED EIGHT AND 56/100 DOLLARS (\$1,908.56) due on the first day of each month, in advance, to University, at University's permanent mailing address as noted in section 27 of this agreement. Electrical, water, gas, taxes, property insurance, flood insurance, basic ongoing repairs, A/C & heating systems, lawn care, pest control (including termite), fire system maintenance, and waste management are the responsibility of the University. Telephone, internet, cable, janitorial and disposal of waste (other than common trash) are the responsibility of Contracting Party. Parking will be available to Licensee's employees and guests according to UNO's Parking Policies <http://www.uno.edu/upd/docs/UNOParking2014.pdf>

ARTICLE XXXI
COMMON AREAS

31.1 COMMON AREAS. Contracting Party will have the non-exclusive right, along with the other tenants of the Science Building and their employees and invitees, to use the parking areas, landscaped areas, entrance ways, hallways, elevators, fire stairs, restrooms, loading dock and other areas designated from time to time by University for common tenant use (the "Common Areas"). In using the Common Areas, Contracting Party will not impede the use of the Common Areas by other tenants, and Contracting Party will use its best efforts to prevent its employees and invitees from loitering in the Common Areas or using the Common Areas for other than their intended purpose. University will have exclusive control and management over the Common Areas and will have the right, from time to time, to establish rules and regulations with respect to the use of the Common Areas, to restrict parking by employees of Contracting Party to designated parking areas, to close temporarily any portion of the Common Areas, and to increase, reduce, reconfigure, or change the Common Areas in any way University determines to be necessary or desirable. University will have no liability to Contracting Party by reason of any such closure, increase, reduction, reconfiguring, or other change in the Common Areas.

Contracting Party shall use its best efforts to cause its agents, employees, permittees and invitees to keep the Common Areas in good condition. Any dispute between Contracting Party and any other tenant on University's Tract regarding the repair, upkeep, maintenance, and appearance of the Common Areas or use of the Common Areas shall be resolved by a meeting with the parties and an agreement between the parties. University shall decide what, if any, repairs, upkeep, and maintenance shall be performed to the Common Areas and University shall select the contractor to perform any such repair, upkeep, and maintenance.

ARTICLE XXXII
USE OF PREMISES

32.1 USE OF PREMISES. Contracting Party may use the Leased Premises only for conducting research related to advancing the study and prevention of diseases in the fields of obesity, diabetes, tissue engineering, and regenerative medicine. Contracting Party shall not cause or permit any hazardous or toxic substances to be present on or about University's Tract. The Common Areas are for the use of Contracting Party and University and all of University's tenants on University's Tract. Contracting Party shall not make any use of Leased Premises and Common Areas in violation of any statutes, ordinances, or laws and shall not permit any contamination or pollution on or about the premises or increase the fire or insurance hazard by any use thereof.

ARTICLE XXXIII
REPAIRS, UPKEEP AND MAINTENANCE

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

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

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

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

ARTICLE XXXIV **CONTAMINATION OR POLLUTION**

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

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

ARTICLE XXXV **RENOVATIONS, ALTERATIONS AND IMPROVEMENTS**

35.1 RENOVATIONS, ALTERATIONS AND IMPROVEMENTS. Contracting Party shall not construct any improvements on or make any renovations or alterations to the Common Areas or Leased Premises without first obtaining the written consent of University. All such renovations, alterations, and improvements constructed by Contracting Party shall become the property of University upon expiration or termination of this Agreement unless University requires removal of all or part of such improvements by Contracting Party, in which event such

improvements as may be designated by University shall be removed by Contracting Party, at Contracting Party's expense, within thirty (30) days of the expiration or termination of this Agreement. Damages, if any, caused by such removal shall be repaired at Contracting Party's expense.

Any and all installations, improvements or other work performed by or for Contracting Party to the Leased Premises shall, upon termination of this Agreement, become property of the University.

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

ARTICLE XXXVI **BONDING OUT LIENS**

36.1 BONDING OUT LIENS. In the event Contracting Party makes any renovations, alterations, or improvements as provided herein, and a laborer's or material man's lien is filed against University's Tract or any part thereof as a result of said renovations, alterations or improvements, Contracting Party shall promptly deposit with the recorder of mortgages of Orleans Parish, Louisiana, a bond guaranteeing payment of said lien in accordance with Louisiana Revised Statute 9:4835, as amended.

ARTICLE XXXVII **ASSIGNMENT AND SUBLEASE**

37.1 ASSIGNMENT AND SUBLEASE. Contracting Party shall not have the right to sublease and/or assign any portion of the Leased Premises.

ARTICLE XXXVIII **INSURANCE**

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

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

- a) Contracting Party shall carry an Employer's Liability and Workers' Compensation Liability Insurance policy for full coverage and protection against liability to employees.
- b) Contracting Party shall secure and keep in force, during the performance of the operations on the Leased Premises and Common Areas, such public liability and property damage insurance as shall protect them and the University from any and all claims for personal injury, including death, as well as claims for property damage, which may arise from Contracting Party's operations on the Leased Premises or Common Areas. The amount of such public liability insurance shall not be less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for injuries, including death, to any one person, and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) as the result of any one accident. General liability insurance for property damage shall be in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for any one accident.

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

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

ARTICLE XXXIX

DESTRUCTION OF PREMISES

39.1 DESTRUCTION OF PREMISES. If the Leased Premises shall be destroyed or damaged by fire or otherwise during the term of this Agreement, the University shall restore the Leased Premises to substantially its former condition as promptly as is reasonably possible, the cost of which is limited to insurance payments or proceeds actually received as provided above. During any period in which Contracting Party is unable to occupy the premises on account of such damage, the rent due under this Agreement for said period shall be abated. In

case the damage by fire or otherwise substantially reduces the use of the Leased Premises by the Contracting Party, but does not wholly prevent the reasonable use thereof, then, in such case, the rents due under this Agreement shall be abated in proportion to the diminished utility of the Leased Premises.

ARTICLE XL **INDEMNITY**

40.1 INDEMNITY. Contracting Party's assuming possession of the Leased Premises and Common Areas constitutes an admission that Contracting Party has examined them and found them in good and safe condition at that moment. Contracting Party agrees to hold University harmless from any and all responsibility whatsoever for any and all liability for loss, injuries, or damages caused by Contracting Party or others by any vice or defect of the Leased Premises and/or Common Areas caused in whole or in part by any act or omission by Contracting Party. Contracting Party expressly assumes all such liability, and Contracting Party agrees to indemnify and to hold University harmless from any loss, injury, or damage (including costs and reasonable attorney's fees) to any person or persons whomsoever, other than employees or invitees of University caused by Contracting Party, or to the property of any persons whomsoever arising out of the occupancy or use of the Leased Premises or Contracting Party's use of the Common Areas. Likewise, University agrees to indemnify and hold Contracting Party harmless for any loss, injuries, or damages caused by any latent defect in the property that could not be reasonably be detected by Contracting Party

ARTICLE XLI **AMUSEMENT DEVICES AND VENDING MACHINES**

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

ARTICLE XLII **IMAGE REQUIREMENT**

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

ARTICLE XLIII **INSPECTION OF LEASED PREMISES AND OTHER**

43.1 INSPECTION OF LEASED PREMISES AND OTHER. The University and his agents shall have the right, but not the obligation, to enter upon and inspect all parts of the Leased Premises at any reasonable time for any lawful purpose; provided, however, that the foregoing

shall be done with reasonable notice and without substantial interruption to or interference with the business being transacted therein. University may place any signs or markings on or about the Leased Premises and/or Common Areas relating to the leasing, sale or other disposition of the Leased Premises, University's Tract, or any part thereof. University shall also be entitled to allow others to inspect the Leased Premises in the event of any prospective lease, sale or other disposition of the Leased Premises, University's Tract or any part thereof.

ARTICLE XLIV **DEFAULT**

44.1 **DEFAULT.** At the option of University, the rent for the unexpired term of this Agreement shall become due if any of the following listed events occur and Contracting Party fails to remedy same after having been given thirty (30) days prior written notice at the addresses herein designated:

- (a) If Contracting Party fails to pay any installment of rent, additional rent or expenses assumed by Contracting Party in this Agreement promptly, as stipulated.
- (b) If Contracting Party fails to comply with any of the provisions and/or conditions contained herein.
- (c) If the Leased Premises or Common Areas are abandoned or cease to be actively occupied and used for business purposes for a period in excess of thirty (30) days.
- (d) If any lien, privilege or other encumbrance is imposed or is filed against University's Tract or any portion thereof as a result of any act or omission by Contracting Party.

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

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

ARTICLE XLV **ATTORNEY'S FEES**

45.1 **ATTORNEY'S FEES.** On claims by University to collect fees owed by Contracting Party, Contracting Party shall pay University's costs and attorney's fees if University prevails as to any portion of such a claim. If Contracting Party prevails University will pay Consulting Party's costs and attorney's fees. Should either party fail to pay any sums due to other party under this Agreement, such sums shall bear interest at the rate of twelve percent (12%) per annum or the maximum amount allowed by Louisiana law from date due until paid.

ARTICLE XLVI
WAIVER

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

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

ARTICLE XLVII
HOLDOVER BY CONTRACTING PARTY

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

ARTICLE XLVIII
UNIVERSITY'S RIGHT TO CURE DEFAULTS

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

ARTICLE XLIX
SUBSTITUTION OF PREMISES

49.1 **SUBSTITUTION OF PREMISES.** University reserves the right to substitute for the Leased Premises comparable premises within the UNO campus (University's Tract) upon sixty (60) days prior written notice to Contracting Party. If University elects to make this substitution, the substitute premises will be leased to Contracting Party at the same Rent that Contracting Party is required to pay under this Agreement, and on the other terms of this Agreement, and University will pay all of Contracting Party's reasonable relocation costs, including, but not limited to, moving and telecommunications (including internet services).

ARTICLE L
COMPLIANCE WITH RULES AND REGULATIONS

50.1 COMPLIANCE WITH RULES AND REGULATIONS. Contracting Party and Contracting Party's employees, agents, and visitors shall observe and comply with the Rules and Regulations that are annexed hereto and made a part hereof as Exhibit "A" and all other reasonable rules and regulations that University may from time to time adopt. Additional rules and regulations will not be binding on Contracting Party until University has given Contracting Party notice of said rules and regulations. **THUS DONE AND SIGNED AT New Orleans, Louisiana, on the 25th day of April, 2019.**

WITNESSES:

University of New Orleans

Gregg Lassen

Vice President for Business Affairs

THUS DONE AND SIGNED AT New Orleans, Louisiana, on the 31st day of October, 2019.

WITNESSES:

Contracting Party

Trivia Frazier, Ph.D., M.B.A.
President and CEO

EXHIBIT A

Firearm-free Zone <http://www.uno.edu/upd/weapons.aspx>

Tobacco Free Campus Policy <http://www.uno.edu/president/administrative-policies/documents/AP-OP-04.3-Tobacco-Use-Free-Campus.pdf>

Alcohol and Drugs <http://www.uno.edu/president/administrative-policies/documents/AP-SA-02.2-Alcohol-and-Drugs-4-30-14.pdf>

Accident Reports Involving Non-Employees <http://www.uno.edu/president/administrative-policies/documents/AP-OP-12.2-Accident-Reports-Involving-Non-Employees.pdf>

UNO Disaster/Emergency Plans http://www.uno.edu/president/administrative-policies/documents/AP-OP-09.2_UNO_Disaster_Emergency_Plans.pdf

Parking and Traffic Regulations <http://www.uno.edu/upd/docs/UNOParking2014.pdf>

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

FINANCE COMMITTEE

October 24, 2019

- Item H.6.** **University of New Orleans'** request for approval of a Cooperative Endeavor Agreement with Entergy New Orleans, LLC to lease rooftop space for a solar power array.

EXECUTIVE SUMMARY

The University will cooperate with Entergy and its affiliate, Influent Energy, to participate in the Rooftop Solar Program created by the Council of the City of New Orleans. Space on the roofs of the University Center and the Recreational Sports Center is available and conducive to the requirements of the program. The University will benefit from access to the data generated for the benefit of students and faculty, demonstrated leadership of community participation in renewable energy, and lease revenue.

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 with Entergy New Orleans, LLC to lease rooftop space for a solar power array.



H6

THE UNIVERSITY of
NEW ORLEANS

OFFICE OF THE PRESIDENT

September 18, 2019

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

Re: Cooperative Endeavor Agreement with Entergy New Orleans, LLC.

Dear Dr. Henderson,

I am requesting approval to enter into a Cooperative Endeavor Agreement with Entergy New Orleans, LLC., to lease rooftop space for a solar power array.

The University will cooperate with Entergy and its affiliate, Influent Energy, to participate in the Rooftop Solar Program created by the Council of the City of New Orleans. Space on the roofs of the University Center and the Recreational Sports Center is available and conducive to the requirements of the program. The University will benefit from access to the data generated for the benefit of students and faculty, demonstrated leadership of community participation in renewable energy, and lease revenue.

Thank you for your consideration.

Sincerely,

John W. Nicklow
President

UNIVERSITY OF NEW ORLEANS
COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR (the "Agreement"), made and entered into this _____ day of _____ 2019 by and between the **UNIVERSITY OF NEW ORLEANS**, a member of the University of Louisiana System, hereinafter referred to as "University," and/or "UNO" and **ENTERGY NEW ORLEANS, LLC**, a Texas limited liability company officially domiciled at 1600 Perdido Street, New Orleans, LA, 70112, hereinafter referred to as "ENO" and/or "Contracting Party". UNO and ENO may be referred to together as the "Parties," and each, a "Party."

ARTICLE I

WITNESSETH:

1.1 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, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

1.2 WHEREAS, the University desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided;

1.3 WHEREAS, the University has the authority to enter into this Agreement as evidenced by its governmental purpose to perform its public higher education mission of instruction, research and public service.

1.4 WHEREAS, the public purpose of the Project is described as: In furtherance of the educational mission of UNO, and for no additional consideration, ENO agrees to provide UNO with access to certain data related to the electrical output of the solar generating system to be installed by ENO pursuant to this CEA and the Lease (the "System Data"). ENO will provide the System Data in a manner to be determined by ENO in its reasonable discretion, taking into account infrastructure and data security requirements, potential proprietary issues, and other utility operating matters. All System Data provided by or on behalf of ENO will be without any warranty whatsoever as to accuracy, completeness, or fitness for its intended use, all of which warranties are hereby expressly waived by UNO, and UNO acknowledges and agrees that ENO has no obligation to review or otherwise process any System Data before providing it to UNO. UNO further acknowledges and agrees that the System Data may be used only for classroom purposes, and that the System Data is not intended to be used for academic publications or similar uses.

1.5 WHEREAS, the University has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement;

1.6 WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation, and UNO has complied with all public bid and other statutory requirements that may apply to its execution and delivery of this Agreement;

1.7 WHEREAS, pursuant to its powers of supervision, regulation and control over public utilities, the Council of the City of New Orleans (the "City Council") is responsible for fixing and changing rates and charges of public utilities and making all necessary rules and regulations to govern applications for the fixing and changing of rates and charges of public utilities; and

1.8 WHEREAS, pursuant to Resolution R-18-222, issued June 21, 2018, the City Council has authorized the creation and implementation of a rooftop solar pilot program (the "Rooftop Solar Program"), requiring ENO to install rooftop solar facilities as part of ENO's generating assets in Orleans Parish, Louisiana; and

1.9 WHEREAS, the City Council has further encouraged ENO to implement the Rooftop Solar Program by installing such solar facilities on rooftops of existing buildings belonging to nonprofit, governmental and other tax-exempt entities, all as more particularly documented in the Resolution; and

1.10 WHEREAS, UNO desires to participate in the Rooftop Solar Program, and to lease or otherwise grant ENO the contractual right to use rooftops of buildings owned or operated by UNO in connection therewith; and

1.11 WHEREAS, because of ENO's status as a public utility and the terms and conditions of the Resolution, no entity other than ENO can install and operate rooftop solar facilities on UNO buildings in order for UNO to participate in the Rooftop Solar Program; and

1.12 WHEREAS, UNO will receive educational benefits from its participation in the Rooftop Solar Program by studying the data produced by solar generation systems installed pursuant to the Program; and

1.13 WHEREAS, UNO and ENO desire to enter into this Cooperative Endeavor Agreement pursuant to which UNO will lease or otherwise grant ENO the right to use the rooftop of the buildings on UNO's campus located at 2000 Lakeshore Dr, New Orleans, LA 70148, and identified as the Recreation and Fitness Center, and the University Center (individually, collectively, and interchangeably, the "Building"), upon which ENO will construct, install, operate, own, and maintain one or more solar energy facilities (the "SEF") that are expected to produce approximately 484,000 kWh of electrical power per year, which will be fed directly into ENO's power system to benefit the residents of New Orleans;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree that the foregoing recitals are hereby incorporated into the body of this instrument as if fully rewritten and restated herein and further agree as follows:

ARTICLE II

SCOPE OF SERVICES

2.1 The Contracting Party shall: ENO agrees to provide UNO with access to certain data related to the electrical output of the solar generating system to be installed by ENO pursuant to this CEA (the "System Data"). ENO will provide the System Data in a manner to be determined by ENO in its reasonable discretion, taking into account infrastructure and data security requirements, potential proprietary issues, and other utility operating matters. All System Data provided by or on behalf of ENO will be without any warranty whatsoever as to accuracy, completeness, or fitness for its intended use, all of which warranties are hereby expressly waived by UNO, and UNO acknowledges and agrees that ENO has no obligation to review or otherwise process any System Data before providing it to UNO. UNO further acknowledges and agrees that the System Data may be used only for classroom purposes, and that the System Data is not intended to be used for academic publications or similar uses.

ARTICLE III

DELIVERABLES

3.1 Deliverables: The System Data provided by ENO will allow UNO to receive educational benefits from its participation in the Rooftop Solar Program by studying data produced by solar generation systems installed pursuant to the Program.

ARTICLE IV

PAYMENT TERMS

4.1 In consideration of the services described above, the University hereby agrees to provide benefits to the Contracting Party. Benefits will be received/provided in the following manner: The University will allow ENO to construct, install, operate, own, and maintain a solar energy facility that is expected to produce approximately 484,000 kWh of electrical power per year, which will be fed directly into ENO's power system to benefit the residents of New Orleans as described in this Agreement.

4.2 Additional Costs and Expenses. No additional costs or expenses incurred by the Contracting Party in performance of this Agreement shall be reimbursed or paid by the University unless agreed upon in writing by the parties.

ARTICLE V

TERMINATION FOR CAUSE

5.1 See Articles XLIII and XLIV.

ARTICLE VI

NOT USED

6.1 Not used.

ARTICLE VII

OWNERSHIP OF WORK PRODUCT, CONFIDENTIALITY AND COPYRIGHT

7.1 It is understood that any intellectual property developed solely by Contracting Party (including the System Data) will be owned by Contracting Party. Any intellectual property developed by University will be owned by University. Any intellectual property jointly developed will be jointly owned by respective party. Both parties will make good faith efforts to identify appropriate ownership regarding jointly developed intellectual property. The University and the Contracting Party will enter into a mutually agreeable collaboration/non-disclosure agreement.

ARTICLE VIII **ASSIGNMENT**

8.1 See Article XLII.

ARTICLE IX **FINANCIAL DISCLOSURE**

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

ARTICLE X **AUDIT CLAUSE**

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the Contracting Party which relate to this Agreement, upon request.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of four years after the date of final payment under the prime contract and any subcontract entered into under this Agreement or four years from the date of termination of the prime contract and any subcontract entered into under this Agreement, whichever is later.

ARTICLE XI **AMENDMENTS IN WRITING**

11.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

ARTICLE XII
FISCAL FUNDING (NON-APPROPRIATION) CLAUSE

12.1 In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the University as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the Contracting Party, its successors or assigns for any further payments.

ARTICLE XIII
TERM OF AGREEMENT

13.1 The term of this Agreement shall commence on the date first above written and shall continue in effect for up to thirty (30) years, unless sooner terminated as provided in Paragraphs V, VI, and XXIX.

ARTICLE XIV
DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. The Contracting Party acknowledges and agrees that any act of unlawful discrimination committed by Contracting Party, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XV
INDEMNIFICATION; INSURANCE

15.1 See Article XLI.

ARTICLE XVI
PARTIAL INVALIDITY; SEVERABILITY

16.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XVII
ENTIRE AGREEMENT; MODIFICATION

17.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

ARTICLE XVIII
CONTROLLING LAW

18.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

ARTICLE XIX
LEGAL COMPLIANCE

19.1 The University shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.

ARTICLE XX
RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS

20.1 The Contracting Party is engaged by the University for the purposes set forth in this Agreement. The relationship between the Contracting Party and the University shall be, and only be, that of an independent contractor and the Contracting Party shall not be construed to be an employee, agent, partner of, or in joint venture with, the University.

ARTICLE XXI
ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION
COVERAGE

21.1 The University and the Contracting Party expressly agree that the Contracting Party is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that the University shall not be liable to the Contracting Party or to anyone employed by the Contracting Party for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

ARTICLE XXII
ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION
COVERAGE

22.1 The University and the Contracting Party expressly declare and acknowledge that the Contracting Party is an independent contractor and, as such, is being engaged by the University

under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only: A. The Contracting Party has been and will be free from any control or direction by the University over the performance of the services covered by this Agreement; B. The services to be rendered by the Contracting Party are outside the normal course and scope of the University's usual business; and C. The Contracting Party is customarily engaged in an independently established trade, occupation, profession, or business. Consequently, neither the Contracting Party nor anyone employed or contracted by the Contracting Party shall be considered an employee of the University for the purpose of unemployment compensation coverage.

ARTICLE XXIII **FORCE MAJEURE**

23.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

ARTICLE XXIV **EMPLOYMENT OF STATE PERSONNEL**

24.1 The Contracting Party certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana.

ARTICLE XXV **COVENANT AGAINST CONTINGENT FEES**

25.1 The Contracting Party warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contracting Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the University shall have the right to annul this Agreement without liability or, in University's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXVI **REMEDIES FOR DEFAULT**

26.1 See Articles XLIII and XLIV.

ARTICLE XXVII **NOTICES**

27.1 See Article XLVI.

ARTICLE XXVIII
LEASES PREMISES; ADDITIONAL PROPERTY RIGHTS.

28.1 Leased Premises. Lessor hereby leases to Lessee, in accordance with the terms and conditions hereinafter set forth, approximately 48,000 contiguous square feet of the roof of each Building, for a total of approximately 96,000 square feet, generally as shown on Exhibit A-1 attached hereto and made a part hereof, where the SEF will be constructed, installed, operated and maintained (the “***Leased Premises***”).

28.2 Lessee’s Ancillary Rights. In connection with Lessor’s leasing the Leased Premises to Lessee, Lessor hereby grants to Lessee and Lessee’s Affiliates (defined below), for a period co-terminus with this Lease, the non-exclusive right to use the exterior of the Building and the exterior common areas associated with the Building (including, without limitation, drive aisles, access roads, truck courts, and automobile parking areas) (the “***Building Exterior Area***”) (the Building and the Building Exterior Area are collectively called the “***Property***”) to (i) access the Leased Premises for construction, installation, operation and maintenance of the SEF and (ii) locate any auxiliary equipment necessary to construct, install, operate or maintain the SEF in the areas shown on Exhibit A-2 attached hereto. Lessee shall not install any improvements that would prevent access to or prevent use of the Building Exterior Area by Lessor or any occupant of the Building, or any holders of servitudes across the Property or any governmental or public utility personnel (fire, police, public utility providers etc.) or other similar parties. Lessor hereby further grants to Lessee and Lessee’s Affiliates, for a period co-terminus with this Lease, the non-exclusive right to enter the Building, subject to the advance notice requirements set forth in Section 6(a) below, for the purpose of gaining access to the Leased Premises and for purposes of utilizing the Building’s mechanical and electrical systems in connection with the construction, installation, operation and maintenance of the SEF; *provided, however*, Lessee shall exercise such right in a manner as to not unreasonably interfere with the use of the Building and the Building’s mechanical and electrical systems by Lessor or any occupant of the Building.

28.3 Required Servitudes. In connection with the operation of the SEF, Lessee will require a permanent, non-exclusive electric distribution line servitude over, under, upon and across that portion of the Property shown on Exhibit B (the “***Electric Distribution Line Servitude***”). On or before the Effective Date, Lessor shall grant the Electric Distribution Line Servitude to Lessee, using the form of servitude agreement attached hereto as Exhibit B and made a part hereof. If, during the Term (defined below), Lessee determines that any additional servitudes (whether temporary or permanent) are required over, under, upon and across any portion of the Property in connection with Lessee’s construction, installation, operation and maintenance of the SEF, Lessor covenants and agrees, at no additional cost to Lessee, to grant such servitudes to Lessee or any third party designated in writing by Lessee, provided the locations of such servitudes are acceptable to Lessor in its reasonable discretion.

28.4 Installation of Signage Identifying SEF. In order to attempt to minimize any interference or disruption in the operation of the SEF caused by third parties that may access the roof from time to time, including, without limitation, other tenants, lessees or licensees of the Building, Lessee shall have the right, at its sole cost and expense, to install signage on the

roof of the Building in the vicinity of the Leased Premises and at the point of access to the roof of the Building identifying the existence of the SEF on the roof of the Building and instructing parties accessing the roof to use caution so as not to damage the SEF. The location, design and content of such signage shall be subject to the prior approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Such signage shall be removed by Lessee upon the final removal of the SEF from the Leased Premises in accordance with the terms of this Lease.

28.5 Exclusive License. Lessor grants to Lessee an exclusive license to produce solar power on the Leased Premises in accordance with the terms of this Lease throughout the Term. Lessor may not grant the same or similar rights nor easements in conjunction with a solar power production system to any other party without the express written advance permission of Lessee. This license will terminate contemporaneously with the termination of this Lease.

ARTICLE XXIX TERM

29.1 Initial Term; Renewal Term. The initial term of this Lease shall commence on the Effective Date and shall terminate at midnight Eastern Prevailing Time on the date which is the twentieth (20th) anniversary of the Effective Date (the “**Initial Term**”). Unless Lessee shall notify Lessor in writing at least ninety (90) days in advance of the expiration of the Initial Term of Lessee’s intent not to renew this Lease, the term of this Lease shall automatically be extended upon the expiration of the Initial Term (or the first Renewal Term, if applicable) for two (2) additional terms of five (5) years each (each a “**Renewal Term**” and, together with the Initial Term, the “**Term**”).

29.2 Early Termination. Notwithstanding anything contained in Section 2(a) above to the contrary, Lessee may terminate this Lease in Lessee’s sole discretion at any time during the Term upon three (3) months prior written notice to Lessor. If Lessee elects to terminate this Lease as provided in this Section 2(b), Lessee and Lessor acknowledge and agree that Lessor shall be entitled to retain the full amount of Annual Rent (defined below) previously paid by Lessee to Lessor in accordance with the terms of Section 4 below for the year in which such termination occurs.

29.3 Access After Termination. Notwithstanding the foregoing, for a period of ninety (90) days following the expiration or earlier termination of this Lease, Lessee or Lessee’s Affiliates shall have the right to access the Leased Premises and the Property for the purpose of removing the SEF. Lessee shall be responsible for costs and labor for the removal of the SEF, and not for any costs or labor not directly related to the removal of the SEF other than expenses related to repairing any roof damage caused by the removal, as set forth in Section 6(d) below.

ARTICLE XXX
CONDITION OF LEASED PREMISES

30.1 Lessor does not represent or warrant to Lessee that the Leased Premises are suitable for the construction, installation, operation or maintenance thereon by Lessee or Lessee's Affiliates of the SEF. The Leased Premises is provided on an "as-is" basis, except as otherwise specifically provided in this Lease. If, during construction or installation of the SEF, Lessee determines that (i) upgrades are required to be made to the Leased Premises in order to make the Leased Premises suitable for the construction, installation, operation and maintenance thereon of the SEF (the "***Building Upgrades***") or (ii) relocation of any existing equipment or building systems located on the roof of the Building is required in connection with the construction, installation, operation and maintenance of the SEF on the Leased Premises (the "***Equipment Relocation***"), Lessee shall notify Lessor of the same in writing. Thereafter, upon approval by Lessor, Lessee shall promptly complete the Building Upgrades and/or the Equipment Relocation, as applicable, with Lessee being solely responsible for the costs of any Building Upgrades and Lessee being solely responsible for the costs of any Equipment Relocation.

ARTICLE XXXI
ANNUAL RENT

31.1 Commencing on the Effective Date and continuing thereafter for the remainder of the Term, Lessee shall pay to Lessor annual rent for the Leased Premises in accordance with the following schedule ("***Annual Rent***"):

Initial Term

| <u>Years</u> | <u>Annual Rent</u> |
|--------------|--------------------|
| 1-20 | \$10,000.00 |

First Renewal Term

| <u>Years</u> | <u>Annual Rent</u> |
|--------------|--------------------|
| 21-25 | \$10,000.00 |

Second Renewal Term

| <u>Years</u> | <u>Annual Rent</u> |
|--------------|--------------------|
| 26-30 | \$10,000.00 |

The Annual Rent for the first year of the Term shall be due and payable by Lessee to Lessor within ten (10) business days of the Effective Date, and Annual Rent for each succeeding year of the Term shall be due and payable by Lessee to Lessor, without notice or demand, on or before each anniversary of the Effective Date during the Term. The Annual Rent shall be payable by Lessee to Lessor at the address for the Lessor set forth in Section 19 below or at such other address as shall be designated in writing by Lessor.

ARTICLE XXXII
SEF CONSTRUCTION.

32.1 Lessor's Consent to Construction. Subject to the terms hereof, Lessor hereby consents to the construction and installation of the SEF in material compliance with the plans provided by Lessee to Lessor prior to the Effective Date, including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections on the Leased Premises and, where necessary, the interior of the Building (provided, Lessee is responsible for obtaining permission from any other occupant of the Building occupying any portion of the Building affected by such construction and installation). Lessor acknowledges that both or either the construction and installation of all or a portion of the SEF may require physically mounting and adhering the SEF to the roofs of the building(s) below the Leased Premises or to the ground or a combination thereof and consents to such mounting or adhering, as applicable, subject to the terms hereof.

32.2 Lessee's Construction Methods. Lessee or Lessee's Affiliates shall construct and install the SEF in a good and workmanlike manner. Lessee and Lessee's Affiliates shall use reasonable precautions when making installations on the roof, and Lessee shall repair any damage it directly and demonstrably causes to the roof and any installations thereon. Copies of any existing roof-related warranties are attached hereto as Exhibit C and made a part hereof (collectively, the "**Roof Warranties**"). Lessee or Lessee's Affiliates shall construct and install the SEF in compliance with all of the applicable requirements of the Roof Warranties so as not to void the Roof Warranties. Prior to commencement of construction and installation of the SEF, Lessee shall notify Lessor, and Lessor, at its sole cost and expense, shall have the right to monitor construction and installation of the SEF. Upon completion of the construction and installation of the SEF, Lessee shall provide Lessor with (i) "as-built" drawings setting forth in reasonable detail, the location of all components of the SEF and (ii) a copy of the O&M manual(s) for the SEF.

32.3 Liens. Lessee agrees to hold Lessor harmless from, and defend against (with legal counsel reasonably acceptable to Lessor) all liens, claims and liabilities of every kind, nature and description which may arise out of or in any way be connected with the construction and installing of the SEF. Lessee shall not permit the Leased Premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor, material or services furnished to Lessee or claimed to have been furnished to Lessee (either directly or through subcontractors) in connection with work of any character performed or claimed to have been performed for the Leased Premises by, or at the direction or sufferance of Lessee and if any such liens are filed against the Leased Premises, Lessee shall promptly discharge the same; *provided, however*, that Lessee shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Lessee shall give to Lessor, within fifteen (15) business days after demand, such security as may be reasonably satisfactory to Lessor to assure payment thereof and to prevent any sale, foreclosure, or forfeiture of Lessor's interest in the Leased Premises by reason of non-payment thereof; provided further that on final determination of the lien or claim for lien, Lessee shall immediately pay any judgment rendered, with all proper

costs and charges, and shall have the lien released and any judgment satisfied. If Lessee fails to post such security or does not diligently contest such lien, Lessor may, without investigation of the validity of the lien claim, after ten (10) days' notice to Lessee, discharge such lien and Lessee shall reimburse Lessor upon demand for all actual, documented costs and expenses incurred in connection therewith, which expenses shall include any attorneys' fees and any and all other costs associated therewith, including litigation through all trial and appellate levels and any costs in posting bond to effect a discharge or release of the lien. Nothing contained in this Lease shall be construed as a consent on the part of Lessor to subject the Leased Premises to liability under any lien law now or hereafter existing of the state in which the Leased Premises are located.

32.4 No Other Construction. In accordance with this Lease, Lessee shall perform only such construction as is necessary for the installation of the SEF.

ARTICLE XXXIII SEF OPERATION, OWNERSHIP, USE AND REMOVAL

33.1 Operation of SEF. Lessee and Lessee's Affiliates shall have the right from time to time during the Term:

- (i) to operate, maintain, clean, repair, and replace all or part of the SEF;
- (ii) to remove all or part of the SEF;
- (iii) to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in clauses (i) through (ii) of this Section 6(a).

After construction and installation of the SEF, at any time Lessee desires to access the Leased Premises, Lessee shall provide twenty-four (24) hours advance notice (which need not be in writing) to Lessor (except in the event of an Emergency, in which case only such advance notice as shall be reasonably possible, if any, shall be required) so that Lessor may, at its option, elect to have a representative accompany Lessee or Lessee's Affiliates onto the roof of the Building.

An Emergency shall be defined as any situation that Lessee believes could result in imminent injury to persons or damage to property.

Lessee will carry out the activities set forth in this Section 6(a) in accordance with all Applicable Laws (defined below) and in such a manner as will not unreasonably interfere with Lessor's or, if there are any other occupants of the Building, such occupants' operation or maintenance of the Property.

33.2 Ownership of SEF; Waiver of Lessor Lien Rights. Lessor acknowledges and agrees that (i) notwithstanding that the SEF may be a fixture under Applicable Laws, as between the Parties, the SEF shall be deemed to be personal property, (ii) Lessee or its affiliate or assignee is the exclusive owner and operator of the SEF, and (iii) the SEF may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by Lessor with the fee interest or leasehold rights to the Property. If, during the Term or any extensions, Lessor sells

the Property in whole or in part, Lessor shall disclose the Lease to any potential buyer. In furtherance of the foregoing, Lessor hereby expressly waives all statutory and common law liens or claims that it might otherwise have in or to the SEF or any portion thereof and agrees not to distraint or levy upon the SEF or assert any lien, right of distraint or other claim against the SEF.

33.3 Use of Leased Premises. Lessee and Lessee's Affiliates shall use the Leased Premises solely for the construction, installation, operation and maintenance of the SEF and related uses, but for no other uses.

33.4 Maintenance and Removal of SEF. Lessee shall keep and maintain the SEF in commercially reasonable good condition and repair during the Term, normal wear and tear and damage from casualty excepted. Lessee, at its sole cost and expense, shall maintain and repair all areas of the roof of the Building where the SEF and related equipment and Lessee's employees and contractors come into contact with the roof, so that the roof is not damaged from said contact and remains air and water tight. Lessee shall, within ninety (90) days following the end of the Term, at Lessee's sole cost and expense, remove the SEF from the Leased Premises and repair any damage caused by such removal. If any of the Roof Warranties are still in effect at the end of the Term, Lessee or Lessee's Affiliates shall perform such removal in compliance with all applicable requirements of such Roof Warranties.

33.5 Quiet Enjoyment. So long as there does not exist a Lessee Default (defined below), Lessor agrees that, subject to the terms and conditions of this Lease, Lessee shall have the right to quietly use and enjoy the Leased Premised for the Term, without hindrance or molestation by Lessor or those claiming by, through or under Lessor.

ARTICLE XXXIV ACCESS TO LEASED PREMISES

34.1 Lessor shall provide Lessee and Lessee's Affiliates with access to the Leased Premises as reasonably necessary to allow Lessee and Lessee's Affiliates to perform the construction, installation, operation and maintenance of the SEF, including ingress and egress rights through the Building to the roof and across the Building Exterior Area for Lessee, Lessee's Affiliates, its employees, contractors and sub-contractors and access for Lessee, Lessee's Affiliates, its employees, contractors and sub-contractors to the mechanical and electrical systems of the Building, including electrical panels and conduits, for purposes of interconnecting the SEF with the Property's mechanical and electrical systems. Lessor shall allow Lessee, Lessee's Affiliates, its employees, contractors and sub-contractors to use those portions of the Building Exterior Area shown on Exhibit A-2 for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the installation work, removal work and access for rigging and material handling. Lessor shall allow Lessee, Lessee's Affiliates, its employees, contractors and sub-contractors to use those portions of the Building Exterior Area shown on Exhibit A-1 for construction laydown during the initial construction and installation of the SEF. Lessor and its authorized representatives shall at all times have access to and the

right to observe the installation work, subject to compliance with Lessee's safety rules, but shall not interfere with the installation work or handle any Lessee equipment or the SEF without written authorization from Lessee.

ARTICLE XXXV

APPLICABLE LAWS; GOVERNMENTAL APPROVALS

35.1 Defined Terms. As used herein, the following terms shall have the following meanings:

(i) ***"Applicable Laws"*** shall mean all federal, state and local laws, rules, regulations, orders, ordinances or other requirements applicable to the construction, installation, use, operation and maintenance of the Property, the Building, the Leased Premises and the SEF, which exist now or as may exist hereafter, including, without limitation, those addressing human health, safety and the environment, such as, by way of example, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq.

(ii) ***"Required Governmental Approvals"*** shall mean all permits, licenses, consents, authorizations, registrations, orders, filings and other approvals of any kind or nature required to be obtained or maintained by Lessee with respect to the construction, development, ownership, operation and maintenance of the SEF and the production and delivery of the energy generated therefrom.

(iii) ***"Lessee's Affiliates"*** shall mean Lessee's employees, contractors or agents, or any other entity that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, Lessee.

(iv) ***"Lessor's Affiliates"*** shall mean Lessor's employees, contractors or agents, or any other entity that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, Lessor.

35.2 Status as of Effective Date. Lessor represents and warrants to Lessee that, as of the Effective Date, the Property, the Building and the Leased Premises are in material compliance with all Applicable Laws.

35.3 Lessee's Obligations. Lessee covenants and agrees that all its activities, and the activities of Lessee's Affiliates, on the Leased Premises, the Building or the Property during the Term will be conducted in material compliance with all Applicable Laws. Lessee, at Lessee's sole cost and expense, shall be responsible for obtaining and maintaining all Required Governmental Approvals, and Lessee, at Lessee's sole cost and expense, shall at all times comply in all material respects with the terms and conditions of all Required Governmental Approvals. At the request of Lessee, Lessor shall, at no cost to Lessor, cooperate with and assist Lessee in its efforts to obtain all Required Governmental Approvals.

35.4 Lessor's Obligations. Lessor covenants and agrees that all its activities, and the activities of Lessor's Affiliates, on the Property, the Building or the Leased Premises during

the Term will be conducted in material compliance with all Applicable Laws. Lessor, at Lessor's sole cost and expense, shall be responsible for obtaining all permits, licenses and approvals required under any Applicable Laws for Lessor's ownership, use and operation of the Property and the Building, and Lessor, at Lessor's sole cost and expense, shall at all times comply in all material respects with the terms and conditions of such permits, licenses and approvals.

ARTICLE XXXVI NON-INTERFERENCE

36.1 Actions by Lessor. Lessor covenants and agrees that, during the Term, Lessor shall not place any additional equipment or structures anywhere on the roof of the Building without the prior written consent of Lessee, which consent shall not be unreasonably withheld, conditioned or delayed by Lessee so long as the equipment or structures proposed to be installed will not interfere with the construction, installation, operation or maintenance of the SEF. Lessor further covenants and agrees that, during the Term, Lessor will not do anything elsewhere on the Property or permit anything to be done elsewhere on the Property that would either interfere with the construction, installation, operation or maintenance of the SEF or materially and adversely affect the SEF's exposure to sunlight.

36.2 Rights of Third Parties. Lessor represents and warrants (a) that there are no agreements with third parties that may materially and adversely affect the SEF's exposure to sunlight, nor are there any such agreements which would materially impact any other rights or obligations under this Agreement, and (b) that it will not enter into any such agreements during the Term. Lessor further represents and warrants (i) that there are no agreements with third parties granting such third parties the right to place any equipment on the roof of the Building and (ii) that it will not enter into any such agreements during the Term without the prior written consent of Lessee, which consent shall not be unreasonably withheld, conditioned or delayed by Lessee so long as the equipment proposed to be installed on the roof of the Building by such third party(ies) will not interfere with the construction, installation, operation or maintenance of the SEF.

ARTICLE XXXVII LESSOR'S MAINTENANCE OBLIGATIONS

37.1 During the Term, Lessor shall, at its sole cost and expense, maintain the Building, including, without limitation, the roof and all mechanical and electrical systems serving the Building, and the Building Exterior Area in good operating condition and repair. If Lessor fails to perform any such maintenance or repairs and the failure to perform such maintenance or repairs could have an adverse effect on the condition, use or operation of the SEF, then Lessee may, at its option, do so, and Lessee may deduct the costs thereof from any future installments of Annual Rent due hereunder if Lessor does not reimburse Lessee for such costs in a timely manner. Lessor shall perform its obligations under this Section 10 in such a manner as to avoid any interference with Lessee's use and operation of the SEF. Notwithstanding the foregoing, to the extent it becomes necessary for Lessee to remove all or a substantial portion of the SEF

in order to allow Lessor to perform its obligations under this Section 10 on more than one (1) occasion during the Term, Lessee may deduct the reasonable costs thereof from any future installments of Annual Rent due hereunder if Lessor does not reimburse Lessee for such costs in a timely manner. after the first (1st) such occasion to remove and reinstall the SEF or the applicable material portion thereof.

ARTICLE XXXVIII

OWNERSHIP OF ELECTRICITY AND ENVIRONMENTAL ATTRIBUTES AND INCENTIVES

38.1 Defined Terms. As used herein, the following terms shall have the following meanings:

- (i) ***“Energy Output”*** shall mean the electricity generated by the SEF.
- (ii) ***“Environmental Attributes”*** shall mean any characteristic or attributed benefit of, or attributed to, electric power generation at and by the SEF that have intrinsic or market value separate and apart from the Energy Output, arising from any perceived environmental benefits and co-benefits of the SEF or the Energy Output, including, without limitation, all environmental and other attributes that differentiate the SEF or the Energy Output from energy generated by fossil-fuel based generation units, fuels or resources, any characteristics of the SEF that may be attributed as resulting in the avoidance of environmental impacts on air, water or soil, including the absence, avoidance or offset of any amount of emission or accumulation of any greenhouse gas, oxides, nitrogen, sulfur, carbon, mercury, or any other gas, chemical, soot or particulate matter or other substances, and any other environmental benefit or impact defined by any person or governmental authority.
- (iii) ***“Environmental Incentives”*** shall mean all present and future rights, interests, claims, credits (including, without limitation, any and all tax credits generated by the installation and/or operation of the SEF), rebates, benefits, reductions, offsets, and allowances and entitlements of any kind, howsoever entitled or named, whether arising under federal, state or local law, international treaty, or other environmental market, arising from, resulting from or in connection with any Environmental Attributes of the SEF or the Energy Output or otherwise from the development or installation of the SEF or the production, sale, purchase, consumption or use of the Energy Output. Without limiting the foregoing, ***“Environmental Incentives”*** includes renewable energy certificates/credits, tradable renewable certificates, portfolio energy credits, emission offset credits, emission allowances, the right to apply for (and entitlement to receive) incentives under any demand-side management or energy efficient programs offered by a utility company, a third-party provider or any similar or dissimilar state or federal agency, as well as the right to claim federal income tax credits under Sections 45 and 48 of the Internal Revenue Code of 1986 (as amended) (the ***“Code”***) or special income tax deductions under the Code.

38.2 Exclusive Ownership & Disclosure Rights. Lessor acknowledges and agrees that, notwithstanding that the SEF may be a fixture under Applicable Laws, (i) Lessee or any

transferee of Lessee is the sole and exclusive owner of all Energy Output generated by the SEF, (ii) Lessee or any transferee of Lessee shall retain all rights, title and interests to all Energy Output, Environmental Attributes and Environmental Incentives and (iii) such exclusive ownership rights includes and extends to all rights to freely enjoy, transfer, report, market or otherwise disclose such Energy Output, Environmental Attributes or Environmental Incentives (including reporting that Lessee or any transferee of Lessee is the sole and exclusive owner of the Energy Output, Environmental Attributes and Environmental Incentives) that may exist or be created under any present or future applicable law, except to the extent modified pursuant to Section 11(c).

38.3 Resale and Purchase. The Parties agree and acknowledge that Lessee, acting in its sole discretion, may sell or transfer to Lessor or retire on behalf of Lessor any amount of Environmental Attributes or Environmental Incentives during the Term, *provided, however*, any such sale, transfer, or other arrangement shall be subject to and contingent upon separate written agreement between the Parties, except to extent the consideration for such sale, transfer or other arrangement is otherwise reflected in the Annual Rent payable pursuant to Section 4.

ARTICLE XXXIX INSURANCE

39.1 Required Coverages. Each Party hereto covenants and agrees, from and after the Effective Date, to carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

(i) Commercial General Liability insurance (including Broad Form Property Damage and Contractual Liabilities or reasonable equivalent thereto) covering the Property and Lessor's use thereof, in the case of Lessor, and the Leased Premises and Lessee's use thereof (and Lessee's use of the Property), in the case of Lessee, against claims for bodily injury or death, property damage and products liability (including completed operations coverage). Such insurance is to be written on an occurrence basis (not a claims made basis) and to be in amounts of not less than \$2,000,000.00 per occurrence and \$5,000,000.00 in the aggregate for each policy year. The insurance coverage required under this Section 12(a)(i) shall, in addition, extend to any liability of such Party arising out of the indemnities provided for in Section 14 and, if necessary, the policy shall contain a contractual endorsement to that effect, subject to the terms and conditions of the Commercial General Liability insurance policy;

(ii) (A) Statutory Workers' Compensation insurance covering all of Lessor's employees at the Property, in the case of Lessor, and all of Lessee's employees at the Leased Premises, in the case of Lessee, and (B) Employer's Liability insurance in an amount of not less than \$1,000,000 each accident for bodily injury and not less than \$1,000,000 for each employee for bodily injury or disease; and

(iii) "Special Form" property insurance, including terrorism coverage and equipment breakdown coverage insuring in the case of Lessor, the Property and Lessor's trade fixtures, merchandise and personal property from time to time in, on or upon the

Property, and, in the case of Lessee, the SEF and Lessee's trade fixtures, merchandise and personal property from time to time in, on or upon the Leased Premises, in each instance in an amount of not less than one hundred percent (100%) of their full replacement value from time to time during the Term.

39.2 Additional Required Lessee Coverages. In addition to the insurance required to be maintained by Lessee pursuant to Section 39.1, Lessee covenants and agrees, from and after the Effective Date, to carry and maintain, at its sole cost and expense, commercial automobile liability insurance, including coverage for liability arising out of the use of owned, non-owned, leased or hired automobiles, for both bodily injury and property damage in accordance with applicable legal requirements, with a limit of not less than \$1,000,000 combined single limit per occurrence.

39.3 Policy Requirements. All policies of insurance required to be maintained by a Party hereto pursuant to Sections 39.1 and 39.2 shall be issued in a form reasonably acceptable to the other Party by insurance companies with a rating of not less than "A-," and financial size of not less than Class VII, in the most current available "Best's Insurance Reports", and approved to do business in the State of Louisiana. Each and every such policy:

(i) shall, in the case of policies maintained by Lessee, name Lessor, Lessor's lender (if any), and any other Party reasonably designated by Lessor in writing, as an additional insured (the "***Lessor's Additional Insureds***") on a primary and non-contributory basis, with the exception of the insurance coverage required above in Sections 39.1(ii) and 39.1(iii), and, in the case of policies maintained by Lessor, name Lessee and any other Party reasonably designated by Lessee, as an additional insured (the "***Lessee's Additional Insureds***") on a primary and non-contributory basis, with the exception of the insurance coverage required above in Sections 39.1(ii) and 39.1(iii);

(ii) shall be documented by Lessor or Lessee, as applicable, by producing a certificate of insurance evidencing the required lines of coverage, insurance limits and coverage endorsements set forth in this Lease, and otherwise in a form acceptable to Lessor or Lessee, as applicable, prior to the Effective Date and thereafter upon the renewal of any such policy. Renewal or additional policies shall be procured and maintained by Lessor or Lessee, as applicable, in like manner and to like extent; and

(iii) such Statutory Workers' Compensation insurance required to be maintained under Section 39.1(ii)(A) shall be endorsed to include a waiver of subrogation in favor of the Lessor and the Lessor's Additional Insureds, in the case of Lessee's policies, and in favor of the Lessee and Lessee's Additional Insureds, in the case of Lessor's policies.

39.4 Parties' Rights to Self-Insure. Notwithstanding anything contained in this Article 39 to the contrary, the Parties may elect to provide any of the insurance required to be maintained pursuant to this Article 39 through self-insurance.

39.5 Failure to Maintain Required Insurance. Subject to Lessee's right to self-insure as set forth in Section 39.4 above, in the event that Lessee shall fail to carry and maintain the insurance

coverages set forth in this Article 39, Lessor may upon thirty (30) days' notice to Lessee (unless such coverages will lapse in which event no such notice shall be necessary) procure such policies of insurance and Lessee shall promptly reimburse Lessor therefor.

39.6 Notice Requirements. Lessor shall, on or prior to the Effective Date, notify its insurance carrier(s) of the existence of this Lease and of the right of Lessee hereunder to construct, install, operate and maintain the SEF on the Leased Premises. In addition, each Party shall give the other prompt written notice of any cancellation or lapse of any of the insurance coverages required to be maintained by such Party hereunder.

39.7 Mutual Release. Each Party hereto acknowledges and agrees that it shall be solely responsible for insuring its property as set forth in Section 39.1 and that, in the event of any damage to such property, to the extent a party is not self-insured, it will look solely to its insurance, regardless of the cause of such damage. In furtherance of the foregoing, each Party hereto hereby releases the other Party with respect to any claim (including a claim for negligence or indemnity) which it might otherwise have against the other Party for loss, damage or destruction with respect to its property (including, in the case of Lessor, the Property and Lessor's trade fixtures, merchandise and personal property from time to time in, on or upon the Property, and, in the case of Lessee, the SEF and Lessee's trade fixtures, merchandise and personal property from time to time in, on or upon the Leased Premises) occurring during the Term of this Lease to the extent to which it is insured under this Lease. The foregoing release shall not apply to the extent that a party is self-insured. The foregoing release shall not be deemed to prohibit either Party from pursuing a claim for property damage against any third party vendor engaged by the other Party to perform any work at the Property or the Leased Premises if such damage was caused by such third party vendor's negligence or willful misconduct.

ARTICLE XL TAXES

40.1 Taxes Paid by Lessee. Lessee shall pay, on or before the due date thereof, all personal property taxes, business and license taxes and fees, service payments in lieu of such taxes or fees, annual and periodic license and use fees, excises, assessments, bonds, levies, fees and charges of any kind which are assessed, levied, charged, confirmed, or imposed by any Governmental Authority due to Lessee's occupancy and use of the Leased Premises (or any portion or component thereof) or the ownership and use of the SEF thereon.

40.2 Taxes Paid by Lessor. Lessor shall pay, on or before the due date thereof, all real estate taxes and assessments, payments in lieu of such taxes and assessments, and fees and charges of any kind which are assessed, levied, charged, confirmed, or imposed by any Governmental Authority on the Property (or any portion or component thereof).

ARTICLE XLI LIABILITY AND INDEMNITY

41.1 Lessee's Indemnification Obligations. Subject to the terms of Section 39.7 above, Lessee shall indemnify, defend and hold harmless Lessor and its Representatives (defined below) (collectively, the "***Lessor Indemnitees***") from and against any claim, demand, lawsuit, or action of any kind for injury to or death of persons, including, but not limited to, employees of Lessee or Lessor, and damage or destruction of property, including, but not limited to, property of either Lessee or Lessor, or other loss or damage incurred by Lessor, arising out of (i) negligent acts or omissions or willful misconduct of Lessee, its agents, officers, directors, employees or contractors; or (ii) the material breach by Lessee of any of its obligations under this Lease. The obligation to indemnify shall extend to and encompass all costs incurred by Lessor and any Lessor Indemnitee in defending such claims, demands, lawsuits or actions, including, but not limited to, attorney, witness and expert witness fees, and any other litigation related expenses. Lessee's obligations pursuant to this Section 41.1 shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Lessor, the Lessor Indemnites, or their respective contractors, successors or assigns, or to the acts of third parties.

As used herein, the term "***Representatives***" means, in respect of a person, the officers, directors, employees, agents, advisors, contractors, or other representatives of such person.

41.2 Lessor's Indemnification Obligations. Subject to the terms of Section 39.7 above, Lessor shall indemnify, defend and hold harmless Lessee and its Representatives (collectively, the "***Lessee Indemnites***") from and against any claim, demand, lawsuit, or action of any kind for injury to or death of persons, including, but not limited to, employees of Lessee or Lessor, and damage or destruction of property, including, but not limited to, property of either Lessee or Lessor, or other loss or damage incurred by Lessee, arising out of: (i) negligent acts or omissions or willful misconduct of Lessor, its agents, officers, directors, employees or contractors; or (ii) the material breach by Lessor of any of its obligations under this Lease. The obligation to indemnify shall extend to and encompass all costs incurred by Lessee and any Lessee Indemnitee in defending such claims, demands, lawsuits or actions, including, but not limited to, attorney, witness and expert witness fees, and any other litigation related expenses. Lessor's obligations pursuant to this Section 41.2 shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Lessee, the Lessee Indemnites, or their respective contractors, successors or assigns, or the acts of third parties.

41.3 Limitation on Damages. Neither Party will be liable for consequential, incidental, punitive, special exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or under contract under any indemnity provision or otherwise: *provided, however*, that in no event will the foregoing limitations of liability be applied to limit the extent of the liability of either Party to the other for intentional misconduct or for or with respect to any third party indemnity claims.

ARTICLE XLII ASSIGNMENT

42.1 **Lessee Assignments.** Lessee shall not have the right to assign any of its rights, duties or obligations under this Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, however, Lessee may, without obtaining the prior written consent of Lessor, assign this Lease to (i) any entity that controls Lessee, is controlled by Lessee or is under common control with Lessee, (ii) any entity providing electrical service to customers in the City of New Orleans that is regulated by the New Orleans City Council or other regulatory body, and (iii) any entity that acquires all or substantially all of Lessee's rooftop solar power generating assets. No such assignment, regardless of whether or not Lessor's consent is required in connection therewith, shall be deemed to release Lessee from the further performance by Lessee of Lessee's obligations under this Lease. Consent by Lessor to any assignment shall not relieve Lessee (or its assignee) from obtaining Lessor's consent to any subsequent assignment, to the extent such consent is otherwise required hereunder.

42.2 **Lessor Assignments.** Lessor may assign its interest in the Property, provided, however, any such assignment shall be subject to this Lease and Lessor shall provide Lessee with written notice of such assignment within thirty (30) days of the effective date thereof. PROVIDED A TRANSFEREE OF LESSOR'S INTEREST IN THE LEASED PREMISES HAS ASSUMED IN WRITING ALL OF THE OBLIGATIONS OF LESSOR UNDER THIS LEASE AND LESSOR/TRANSFEROR HAS NOTIFIED LESSEE OF SAID TRANSFER AS REQUIRED HEREINABOVE, NO OWNER OF THE LEASED PREMISES, WHETHER OR NOT NAMED HEREIN, SHALL HAVE LIABILITY HEREUNDER ACCRUING AFTER IT CEASES TO HOLD TITLE TO THE LEASED PREMISES.

ARTICLE XLIII LESSEE DEFAULT

43.1 If any one or more of the following events (a "***Lessee Default***") shall happen:

(i) if a default shall be made in the due and punctual payment of Annual Rent or other sums due hereunder that is not cured within thirty (30) days after written notice thereof from Lessor to Lessee, or

(ii) if a default shall be made by Lessee in the breach of any representation or warranty of Lessee herein, or in the performance of or compliance with any of the covenants and material agreements of this Lease (including, but not limited to any act or omission by Lessee that causes a termination of the Roof Warranties) other than those referred to in the foregoing subsection (i), that is not cured within thirty (30) days after written notice thereof from Lessor to Lessee (provided, that if Lessee proceeds with due diligence during such thirty (30) day period to cure such default and is unable by reason of the nature of the work involved to cure the same within the said thirty (30) days, such thirty (30) day period shall be extended by the time reasonably necessary to cure the same);

then Lessor may, at any time during which such Lessee Default remains outstanding, give written notice to Lessee specifying such Lessee Default and terminate this Lease or exercise any other remedies Lessor may have under law or equity. No termination of this Lease resulting

from a Lessee Default shall relieve Lessee of its liability and obligations under this Lease, and such liability and obligations shall survive any such termination.

ARTICLE XLIV LESSOR DEFAULT

44.1 If a default shall be made by Lessor in the breach of any representation or warranty of Lessor herein, or in the performance of or compliance with any of the covenants and agreements of this Lease, and such default shall continue for a period of thirty (30) days after written notice thereof from Lessee to Lessor (provided, that if Lessor proceeds with due diligence during such thirty (30) day period to cure such default and is unable by reason of the nature of the work involved to cure the same within the said thirty (30) days, such thirty (30) day period shall be extended by the time reasonably necessary to cure the same) (a "***Lessor Default***"), then Lessee may, at any time during which such Lessor Default remains outstanding, in addition to any other remedies it may have at law or equity, give written notice to Lessor specifying such Lessor Default and stating that this Lease and the Term shall expire and terminate on the date specified in such notice, which shall be at least ten (10) business days after the giving of such notice, and upon the date specified in such notice this Lease shall terminate as though such date were the date originally set forth herein for the termination hereof. Upon such termination of this Lease, Lessor shall pay to Lessee the Termination Value (defined below), less the reasonable salvage value, if any, of the SEF, and Lessee may enter onto the Leased Premises and the Property and remove the SEF in accordance with the terms of this Lease. No termination of this Lease resulting from a Lessor Default shall relieve Lessor of its liability and obligations under this Lease, and such liability and obligations shall survive any such termination. As used herein, "***Termination Value***" shall mean, on any date of determination, the sum of (i) the unamortized costs for the design, installation and construction of the SEF (including utility interconnection costs) as of the date of such termination (with such costs being amortized on a straight-line basis from the date the SEF is placed into service through the scheduled expiration date of the Initial Term of this Agreement) and (ii) the cost of removal of the SEF in accordance with the terms of this Lease.

ARTICLE XLV FEE MORTGAGES

45.1 Existing Fee Mortgages. As of the Effective Date, Lessor represents and warrants to Lessee that the Property is not subject to any mortgage, deed of trust or other indenture (each, a "***Fee Mortgage***") which would constitute a lien on the Property superior to this Lease and Lessee's leasehold estate in the Leased Premises created by this Lease.

45.2 Future Fee Mortgages. This Lease and Lessee's leasehold estate in the Leased Premises created by this Lease shall remain superior to the interests of the holder of any Fee Mortgage subsequently granted by Lessor during the Term, unless the holder of such Fee Mortgage and Lessee, at no cost to Lessee, are able to agree upon the terms and conditions of a mutually acceptable subordination, non-disturbance and attornment agreement, in which case this Lease

and Lessee's leasehold estate in the Leased Premises created by this Lease may be made subordinate to such Fee Mortgage.

ARTICLE XLVI NOTICES

46.1 Notices, requests, statements or payments will be made to the addresses and persons specified below. All notices, requests, statements or payments will be made in writing. Notices will be delivered by hand delivery, overnight delivery or facsimile (so long as a copy of such facsimile notice is provided immediately thereafter in accordance with the requirements of this Section by hand delivery or overnight delivery). Notice by hand delivery or overnight delivery will be deemed to have been received when delivered. Notice by facsimile will be deemed to have been received when the sender of such notice receives electronic confirmation of successful transmission of such facsimile. A Party may change its address by providing notice of the same in accordance with the provisions of this section.

Lessor:

Attn: _____

Facsimile No.: _____

Lessee: Entergy New Orleans, Inc.

1600 Perdido St.

New Orleans, LA, 70112

Attn: David Ellis, CEO

Facsimile No.: 504-576-7089

With a copy to:

Entergy New Orleans, Inc.

Legal Department

639 Loyola Avenue, 26th Floor

New Orleans, Louisiana 70113

Attn: Scott D. Morgan, Assistant General Counsel

Facsimile No.: 504-576-7089

ARTICLE XLVII CASUALTY AND CONDEMNATION

47.1 Restoration by Lessor. Notwithstanding anything to the contrary contained herein, in the event of a casualty or condemnation to all or any part of the Property, Lessor shall have no duty or liability to Lessee to restore the Property; provided, however, if in fact Lessor does restore the Property to a condition that would allow Lessee and Lessee's Affiliates to continue to operate the SEF at the Leased Premises, Lessee shall have the right to do so. If Lessor elects not to restore the Property, it shall give Lessee written notice of such election within thirty (30) days after the occurrence of such casualty or condemnation, and, upon its receipt of such notice, Lessee may, at its option, elect to terminate this Lease upon written notice to Lessor.

47.2 Condemnation Awards. In the event of any condemnation, Lessor shall be entitled to receive the entire award paid by the condemning authority for the Property, without deduction therefrom for any estate vested in Lessee by this Lease, and Lessee shall receive no part of such award. Notwithstanding the foregoing, Lessee may make a separate claim against the condemning authority, to the extent permitted by law, for Lessee's moving expenses, personal property (including, without limitation, any components of the SEF which Lessee is unable to remove prior to the vesting of title to the Property in the condemning authority) and lost profits.

ARTICLE XLVIII MISCELLANEOUS

48.1 Governing Law. This Lease will be governed by the laws of the State of Louisiana, without giving effect to principles of conflicts of laws.

48.2 Due Authorization. Each Party represents and warrants to the other Party that it (i) has been duly authorized to enter into this Lease by all necessary action, and (ii) the execution and delivery of this Lease and the performance by such Party of its obligations hereunder will not result in a default under any agreement to which it is a party.

48.3 Entire Agreement; Amendments. This Lease (including the exhibits, any written schedules, supplements or amendments) constitutes the entire agreement between the Parties, and shall supersede any prior oral or written agreements between the Parties, relating to the subject matter hereof. Except as otherwise expressly provided in this Lease, any amendment, modification or change to this Lease will be void unless in writing and executed by both Parties.

48.4 Estoppel Certificates. Lessor and Lessee shall execute and deliver to each other, within fifteen (15) business days after receipt of a written request therefore, a certificate evidencing whether or not (i) this Lease is in full force and effect; (ii) this Lease has been modified or amended in any respect and describing such modifications or amendments, if any; and (iii) there are any existing defaults thereunder to the knowledge of the Party executing the certificate, and

specifying the nature of such defaults, if any. If either Party shall fail to deliver said certificate within fifteen (15) business days from request therefor, it shall be concluded that this Lease is in full force and effect, unmodified and without default.

48.5 Severability. If any part, term, or provision of this Lease is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality or enforceability of any other part, term, or provision of this Lease, and shall not render this Lease unenforceable or invalid as a whole. Rather, the part of this Lease that is found invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal, enforceable and valid provision that is as similarly in tenor to the stricken provision, within the limits of Applicable Law, and the remainder of this Lease will remain in full force.

48.6 Non-Waiver. No failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. No waiver by either Party of a breach of any term or provision contained herein shall be effective unless in writing and signed by the waiving Party. No consent by either Party to, or waiver of a breach by either Party, whether express or implied, shall be construed to operate as or constitute a consent to or waiver of any other or subsequent or succeeding breach by either Party.

48.7 Remedies Cumulative. No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

48.8 Headings. The headings in this Lease are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Lease.

48.9 Attorneys' Fees; Costs. In the event of any action, claim, suit, proceeding, or arbitration between the Parties relating to this Lease or the subject matter hereof, the prevailing Party will be entitled to recover from the non-prevailing Party its reasonable attorneys' fees and expenses and costs of such action, claim, suit, proceeding, or arbitration in addition to any other relief granted or awarded. Each Party shall bear (a) its own attorneys' fees, costs and expenses in connection with negotiating and/or reviewing this Lease and any additional documents relating to the SEF and (b) to the extent it elects to engage the services of a third party engineer or any other third party consultant to perform any work on its behalf in connection with the permitting, construction or installation of the SEF, the fees, costs and expenses of such engineer or other consultants.

48.10 Binding Effect. This Lease and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the Parties hereto, together with their respective successors and permitted assigns.

48.11 Counterparts. This Lease may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument.

48.12 No Third Party Beneficiaries. Nothing in this Lease will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind.

48.13 No Recourse to Affiliates. This Lease is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, affiliate, leader, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder unless such obligations were assumed in writing by the person against whom recourse is sought.

48.14 Brokers. Each Party represents and warrants to the other Party that it has not engaged or had any conversations or negotiations with any broker, finder, or other third party concerning the leasing of the Leased Premises to Lessee who would be entitled to any commission or fee based on the execution of this Lease. Each Party hereby indemnifies the other against and from any claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, for any breach of the foregoing. The foregoing indemnification shall survive the termination of this Lease for any reason.

48.15 Time is of the Essence. Time is of the essence of this Lease.

48.16 Memorandum. Lessor and Lessee agree that at the request of either, each will execute a short form memorandum of this Lease in form satisfactory for recording in the land registry or title records of the Parish where the Leased Premises are located or other applicable government office that shall be recorded on or promptly following the Effective Date. The Party electing to record such memorandum shall be responsible for all recordation costs.

48.17 Further Assurances. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this section.

48.18 General Interpretation. The terms of this Lease have been negotiated by the Parties hereto and the language used in this Lease shall be deemed to be the language chosen by the Parties hereto to express their mutual intent. This Lease shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under this Lease. No rule of strict construction will be applied against any person.

48.19 Confidentiality. The terms of this Lease are confidential and constitute proprietary information of the Parties hereto. Each of the Parties hereto and its respective partners, officers, directors, employees, agents and attorneys, shall not disclose the terms and conditions of this Lease to any other person without the prior written consent of the other Party except pursuant to an order of a court of competent jurisdiction; provided, however, (i) Lessor may disclose the terms hereof to any lender now or hereafter having a lien on the Property and to any potential

purchaser of Lessor's interest in the Property, (ii) both parties may disclose the terms hereof to any insurer or prospective insurer of the Building or the Leased Premises (or any portion thereof), and (iii) either Party may disclose the terms hereof to its accountants, to any prospective transferee of all or any portion of their respective interests hereunder (including, in the case of Lessee, any transfer of any interest in the Energy Output, Environmental Attributes or Environmental Incentives pursuant to Section 11 above), to any Governmental Authority to whom disclosure is required by Applicable Laws, and in connection with any action brought to enforce or interpret the terms and conditions of this Lease. As used herein, the term "***Governmental Authority***" shall mean any federal, state, local or regulatory authority having jurisdiction over the Property or the construction and operation of the SEF. Notwithstanding the foregoing or anything else in this Lease to the contrary, Lessee may disclose the terms hereof to a regional transmission organization (RTO) in order to satisfy site control requirements associated with Lessee's interconnection of the SEF into the RTO's system, if applicable, provided that financial terms of this Lease shall be redacted in connection with any such disclosure. Lessee expressly acknowledges that Lessor is subject to Public Records Law (La R.S. 44:1 et seq.), and the Lessor's obligation to respond to a public records request or otherwise to disclose information regarding this Agreement in accordance with applicable law shall not be considered as violating this Section 48.19.

Exhibits

A-1: Leased Premises

A-2: Site Plans

B: Distribution Servitude Form

[Signature Page(s) Next]

THUS DONE AND SIGNED AT _____, Louisiana, on the (enter date) day, of (enter month) 20(enter year).

WITNESSES:

University of New Orleans

Title

THUS DONE AND SIGNED AT _____, Louisiana, on the (enter date) day, of (enter month) 20(enter year).

WITNESSES:

Contracting Party

Authorized Person, Title

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

FINANCE COMMITTEE

October 24, 2019

Item H.7. **University of New Orleans'** request for approval to amend the Lease with Follett Higher Education Group, Inc.

EXECUTIVE SUMMARY

The University of New Orleans is requesting approval of an amended lease agreement with Follett Higher Education Group. The University will participate in the Follett Access Program. The University will institute a required student "Course Material Fee" rental textbook model for students of the University. Each student will pay \$25 per credit hour each semester and will have access to all learning materials for that semester. The bookstore will receive \$20 per credit hour and the University will receive \$5 to cover lost revenue from commission of book sales and other expenses. The new model takes advantage of technology improvements and scale economies to provide learning materials at a significant savings compared to purchasing textbooks. Students will have the ability to opt-out.

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 amend the Lease with Follett Higher Education Group, Inc.



H7

THE UNIVERSITY *of*
NEW ORLEANS

OFFICE OF THE PRESIDENT

September 18, 2019

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

Re: Lease Agreement with Follett Higher Education Group, Inc.

Dear Dr. Henderson,

I am requesting approval to amend the lease agreement with Follett Higher Education Group, Inc. to alter the business model for provision of course materials.

In our continuing effort to reduce the costs of learning materials for our students, the University is working with our on-campus bookstore company to fundamentally change the business model away from the sale of expensive textbooks. Instead, each student will pay \$25 per credit hour each semester and will have access to all learning materials for that semester. (\$20 flows through to the bookstore with \$5 remaining with the University to cover lost revenue from commissions of book sales and other expenses.) This new model takes advantage of technology improvements and scale economies to provide learning materials at a significant savings as compared to purchasing textbooks. Per the College Board, the Average Estimated Undergraduate Budget for books and supplies is \$1,240. A full time student in the Follett Access Program will pay less than half that amount. Further, there is a provision for students to opt out of the program, inadvisable as that may be.

Thank you for your consideration.

Sincerely,

John W. Nicklow
President

**THIRD AMENDMENT TO LEASE AGREEMENT FOR THE OPERATION OF THE
UNIVERSITY BOOKSTORE
BETWEEN THE UNIVERSITY OF NEW ORLEANS
AND FOLLETT HIGHER EDUCATION GROUP, INC.**

This Third Amendment to the Lease Agreement for the Operation of the University Bookstore for Follett Access Program is effective on July 26, 2019 and is entered into between the University of New Orleans ("Lessor" or "University") and Follett Higher Education Group, Inc., ("Lessee" or "Follett").

RECITALS

WHEREAS: University and Follett are parties to a certain Lease Agreement for the Operation of the University Bookstore effective July 1, 2013 ("Lease Agreement") and as amended by a First Amendment dated July 1, 2017 and Second Amendment dated March 13, 2019 and the parties now desire to add a third amendment to the Lease Agreement in certain respects as more specifically set forth herein; and

WHEREAS: The parties desire for University to participate in Follett's Follett Access Program; and

NOW, THEREFORE, intending to be legally bound, University and Follett agree, effective July 26, 2019:

1. The Agreement is amended by deleting section 9.11 in its entirety and inserting the following.
 - 9.11. **Follett Access Program.** The parties will adopt and initiate the Follett Access Program ("Program" or "Follett Access Program"), pursuant to the terms and provisions of this Section.
 1. **Program Scope and Implementation.** The parties agree each Fall, Spring and Summer academic term ("Academic Term") all students and courses are automatically part of the Follett Access Program unless the student opts-out in accordance with University Requirements.. University will provide Follett with the student data necessary to administer the Program through an integration between Follett and University's student information systems. University will fully support the immediate deployment of the critical *ConnectOnce* virtual appliance in order to provide a secure environment for the Connector for University's SIS version and integration method. University will be responsible for the collection of Follett Access Fees ("Fees") from students and any other applicable charges from students, including without limitation non-return or damage charges.
 2. **Adoptions.** Follett Access Program course material adoptions will continue to be the responsibility of University and its faculty, under the University's direction. Course material requests for the Program placed after the adoption deadline may result in the materials being excluded from the Program during the corresponding Academic Term. Follett will work with University to set adoption guidelines to be used by faculty that respect the academic integrity and freedom of the faculty but strive to keep the Follett Access Fees low.
 - a. **Fees.** The University will institute a required student "Course Material Fee" rental textbook model for the students of the University. This model is designed to create significant savings for the students over traditional textbook purchases.

Pricing for program participant students is charged to the University under the following model:

- \$20.00 per credit hour per student

All students attending the University of New Orleans who have not expressly opted-out of the program each applicable semester will be considered Follett Access Program students and will pay the appropriate Course Material Fee when registering for classes. The University of New Orleans will be responsible for collecting the Course Material Fee each applicable semester, plus applicable sales tax. The University also reserves the right to add a surcharge to this fee to allow for additional overhead costs and forgone commissions on course materials sales.

3. Fee Waiver and Refunds. Follett will waive or refund fees for fee-exempt or refund-eligible students consistent with University policies.
4. Invoice. At least sixty (60) days before start of any Academic Term, University will notify Follett of the final class drop date ("Drop Date"). Follett shall invoice University for Follett Access Fees as follows: Follett will provide an estimated invoice for the Term on the fifteenth class day for the respective Term. University shall pay Follett ninety (90%) of the estimated invoice balance within twenty one (21) days of receiving the estimated invoice. In addition, Follett shall provide a final invoice, including the respective student's name and the student's course materials within sixty (60) days after the Drop Date for each Term. University shall pay Follett the Follett Access Fees actually received from students (hereafter "Collected Access Fees") within thirty (30) days after receipt of such final invoice that accurately reflects Follett Access student enrollment. In the event University has not paid Follett within either of the periods specified, Follett reserves the right to withhold commission payments of approximately equal value until Follett receives such Follett Access Fees. Unreturned and damaged items: Follett shall notify University with detailed data including student name and the course materials within thirty (30) days after the drop/add date or end of term date for unreturned or damaged items. University shall pay Follett within sixty (60) days for Collected Access Fees after receipt of the final invoice. For Follett Access Fees not actually received from students, the Follett Access Fees will remain on the Students' accounts and the University will place a hold on the students' accounts preventing them from registering for an upcoming semester or from receiving their transcripts.
 - a) If there are any disputed items, the payment will be made less line items in dispute. Disputed charges will be discussed by the parties in a timely manner, and any outstanding charges agreed to by the parties as a result of such discussions will be re-billed within thirty (30) days of such resolution. Follett reserves the right to withhold commission payments of approximately equal value until Fees are received
5. Format Options and Types. Material formats and Program types vary depending upon the titles adopted by faculty and the Program options selected (e.g., physical or digital, purchase or rental, etc.). University and Follett will mutually agree to Program options and types each term. Once determined by the parties, the students will not have an option to choose materials or material format. Students will have the option to opt-out of the Program allowing them to choose a different source or format for their course materials.

Follett Access Rental Programs

- a) Two types of rental textbooks will be eligible for adoption in the Follett Access Program:

The "National Title List" Textbook. Follett will offer a National Follett Access Title List of the textbooks available for the program, which will be updated periodically by Follett (the "National Title List").

The "Local Program" Textbook. University may select books not on the National Title List to be part of the Follett Access rental Program provided University agrees to continue to adopt the specific book(s) for at least four (4) similar-sized semesters

over a two (2) year period. In the event a University course fails to consistently comply with meeting the four (4) similar-sized semester commitment in the aggregate, Follett at its sole discretion may eliminate the Local Program for that University course.

- b) Continuing usage of the same edition of a book after the initial four semesters will not extend the commitment period. If a title changes edition before the four (4) term commitment has been met and Follett is unable to obtain sufficient copies to meet the course need, Follett will work with the University on a case-by-case basis to determine best option. Other scenarios will be handled on a case-by-case basis.
- c) Physical textbooks for courses that are not offered with reasonable frequency (Special Topics and Limited Offering courses) cannot be offered as a rental title in the Follett Access Program unless they are on the National Title List. Reasonable frequency is defined as a course being offered no less often than every other semester. The commitment period of such books shall be four (4) years. *Exception:* If a book for such a course were to be used in another course with comparable enrollment that is offered in different semesters and the two (2) courses combined meet the frequency criteria, then the book may be brought in as an Follett Access Program book tied to both courses.
- d) Students are responsible for picking up, taking good care of, and returning their textbooks to the bookstore each term. Textbooks must be checked-in by a specific date each term. Books that are brought back to the store in a damaged state shall not be accepted back. Such damages shall include, but are not limited to: Any water damage, torn and missing pages or covers, defacement of pictures, graphs, charts or text. The store management is the final arbiter of the damage to a textbook. Reasonable highlighting and taking of notes in the book margins shall not be considered defacement. Books refused as damaged will result in the application of additional charges. If the textbook has defects such as missing pages, water damage, or torn covers the student must exchange the book within three (3) business days of the date received. After that time, the student assumes the liability for the textbook's condition. If the textbooks are lost, stolen or damaged and the student has not paid the applicable additional charges to Follett, the University will place a charge on the students' accounts, which if not paid by the student, will result in the placement of a hold on the students' accounts preventing them from registering for an upcoming semester or from receiving their transcripts.
- e) Failure by the student to check-in Follett Access books by the published due date shall result in the application of additional charges. If the student drops a course they must return the book immediately so the book is available for the student who takes their place in the course. If the student is taking a continuation course that requires the same book, if they are repeating a course, or if they have an incomplete to finish, they must still return the book to the store by the due date of the semester for the original course or the University will place a charge on the students' accounts, which if not paid by the student, will result in the placement of a hold on the students' accounts preventing them from registering for an upcoming semester or from receiving their transcripts. All parts of any textbook packages must be returned with the textbook. This includes CDs, supplemental reading, etc.
- f) Additional charges shall consist solely of the retail used selling price of the textbook that is either lost or damaged or not checked-in. These charges shall not deduct any portion of the Follett Access Fees that were paid. Prior to the last day to check-in books, the student may pay the replacement costs of their lost or damaged book to Follett who will then note the student's book as 'checked-in' in the rental computer system. After the last day to check-in books, the University will place a charge on the students' accounts, which if not paid by the student, will result in the placement of a hold on the students' accounts preventing them from registering for

an upcoming semester or from receiving their transcripts. However, the student is ultimately responsible for payment

2. If the Follett Access Program does not fulfill the University's expectations, in the University's sole judgment, the University has the right to give Follett six months written notice to terminate this amendment 3 and the Follett Access Program. If the University exercises this right, the University will fulfill all adoption cycle obligations for the Local Program.
3. In the event of a conflict between terms and conditions, this Amendment takes precedence over the Agreement and any prior Amendment(s). Except as specifically amended hereby, the Agreement shall continue in full force and effect in all respects.

IN WITNESS WHEREOF, University and Follett have caused this Amendment to be executed by their authorized officers as of the date first written above.

**FOLLETT HIGHER EDUCATION
GROUP, INC.**

By: _____

Name: Clay Wahl

Title: President

Date: _____

UNIVERSITY OF NEW ORLEANS

By: _____

Name: Gregg Lassen

Title: Vice President for Business Affairs

Date: _____

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

FINANCE COMMITTEE

October 24, 2019

Item H.8. University of Louisiana System's report on internal and external audit activity for the period of August 19 to October 20, 2019.

EXECUTIVE SUMMARY

Attached is a list of internal and external reports completed by various auditors since the last Board meeting. The internal audit reports are prepared based upon independent review of university departments and functions. The internal audits are designed to ascertain compliance with established policies and procedures, to evaluate operational efficiencies of business and management practices, and to determine adequacy of internal controls. The internal audits are conducted to provide management with recommendations and comments designed to improve the operations of university departments and functions. External audits are generally conducted in accordance with laws, regulations, or contracts. Also included are internal audits that are currently in progress.

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

Discussion Items

Finance

Item H.9. and H.10.

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

FINANCE COMMITTEE

October 24, 2019

Item H.9. **University of Louisiana System's request to approve fees pursuant to Act 293 of the 2017 Regular Session of the Louisiana Legislature.**

EXECUTIVE SUMMARY

The Board of Supervisors for the University of Louisiana System is authorized by Act 293 of the 2017 Regular Session relative to fees charged to students to establish and adjust fee amounts. The legislation includes the authority to impose per credit fees, to impose differential fees for certain programs exclusive of others, and to charge proportional amounts for part-time students and for summer sessions. Each institution will be required to establish a need-based financial assistance fund in an amount not less than five percent of revenues realized by the institution from fees assessed.

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 to approve fees pursuant to Act 293 of the 2017 Regular Session of the Louisiana Legislature.

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

FINANCE COMMITTEE

October 24, 2019

Item H.10. University of Louisiana System's discussion of Fiscal Year 2018-19 fourth quarter financial reports and ongoing assurances.

EXECUTIVE SUMMARY

Attached is a summary of the financial activities for the year ended June 30, 2019. This information was obtained from fourth quarter financial reports submitted by each university.

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

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

FINANCE COMMITTEE

October 24, 2019

REVENUES

The UL System reported year-to-date revenues through the fourth quarter as follows:

1. For the fiscal year ended June 30, 2019, budgeted revenues totaled \$870.8 million, an increase of \$15.8 million (1.9%) from fiscal year 2018. Total revenues reported are \$870.8 million or 97.8% of the budgeted amount.
2. State General Fund (Direct), Statutory Dedicated, and Interagency revenues totaled \$231,438,382, or 99.7% of the \$232,184,623 budgeted amount. The difference totaled \$746,241 and is the difference between budgeted Support Education in Louisiana First (SELF) initially budgeted compared to the actual payments received from the state for the fiscal year.
3. State General Fund (Direct) appropriations revenues increased \$1,036,255 to \$214,197,479.
4. Self-generated funds totaled \$639.6 million or 97.2% of the budgeted amount. Revenues from general and non-resident fees were 97.9% of budgeted revenues.

A comparison of fiscal 2019 to fiscal 2018 self-generated revenues through the fourth quarter follows:

| REVENUE SOURCE | FOR THE YEAR ENDED JUNE 20, 2019 | | FOR THE YEAR ENDED JUNE 20, 2018 | |
|-----------------------|---|------------------------|---|------------------------|
| | AMOUNT | % OF BUDGET | AMOUNT | % OF BUDGET |
| Tuition and Fees | \$610,742,270 | 97.8% | \$598,346,958 | 98.3% |
| Other Sources | \$28,628,846 | 85.6% | \$26,040,889 | 89.4% |
| Total Self-Generated | \$639,556,116 | 97.2% | \$624,387,847 | 97.9% |

EXPENSES

Expenses for the System as a whole through the fourth quarter totaled \$870.8 million. The UL System reported expenses as of June 30, 2018, as follows:

1. Personal services (salaries, other compensation, related benefits) - \$622.1 million, 98.3% of the available budget for this category
2. Operating services - \$82 million, 91.7% of the available budget for this category
3. Professional services - \$5.6 million, 76.7% of the available budget for this category
4. Other charges - \$152.3 million, 100.6% of the available budget for this category
5. Acquisitions - \$8.8 million, 98.5% of the available budget for this category

System-wide expenses by function as of March 31, 2018 were as follows:

1. Instruction, research, and student-related – \$641.9 million, 73.6% of total expenses
2. Institutional support - \$119.8 million, 13.8% of total expenses
3. Operation and maintenance of plant - \$78.3 million, 9% of total expenses
4. Athletics and other - \$28.6 million, 3.3% of total expenses

Staff Comments

Personal services expenses increased \$23.8 million as a result of salary adjustments and corresponding increases in the employer shares of retirement benefits. The System's contribution rate for Louisiana State Employees' Retirement System (LASERS) remained unchanged at 37.9% of payroll for participating employees and increased from 25.4% to 25.5% for the Teachers' Retirement System of Louisiana (TRSL). The employer contribution rate for the Optional Retirement Plan (ORP) remained unchanged at 28%. The System's employer contributions for LASERS, TRSL, and ORP totaled approximately \$59.4 million, \$29.2 million, and \$55.6 million, respectively.

Expenditures for operating services, professional services, and acquisitions decreased from fiscal 2018 to fiscal 2019.

REVENUES

Total revenues increased \$15.8 million, or 1.9%

Fees and self-generated revenues, which are comprised of tuition and fees for the summer and fall semesters of calendar year 2018, and the spring semester for calendar year 2019 through June 30, 2019, increased \$12.4 million, or 2.8%.

All universities reported increases in revenues ranging from 1.0% to 3.3%

HIGHLIGHTS OF AUXILIARY FINANCIAL REPORT

1. Year to date revenues and expenses for auxiliary operations, excluding athletics, total \$178.6 million and \$141.4 million, respectively. The increase in revenues totaled \$9.6 million (6.3%), and the decrease in expenses totaled \$6.8 million (4.6%).
2. The increase in fund balance, after transfers, is \$1.4 million compared to the prior year decrease of \$5.9 million.
3. Universities with current year operating deficits in excess of \$50,000 in specific auxiliary operations before transfers and exclusive of overhead and intramural and other, are:
 - a. Gambling - \$68,200 for the post office.
 - b. ULL – \$3,053,038 for student housing; \$648,735 for the bookstore; \$445,736 for the student health center; and \$217,441 for the recreation/wellness center.

Athletics

1. Total revenues (including mandatory and non-mandatory transfers in of \$50,565,779 million) are \$107,737,356 with expenses totaling \$114,807,885 plus mandatory net transfers out totaling \$30,000. The expected current year deficit totaled \$7,100,529.
2. The universities' current year surplus/(deficit) balances follow (after all transfers from auxiliary and operating funds):
 - a. GSU – \$1,079,773 deficit; \$12,110,523 fund balance deficit
 - b. Tech – \$6,005 surplus; \$212,720 fund balance surplus
 - c. McNeese – \$4,092 surplus; \$4,138 fund balance surplus
 - d. Nicholls – breakeven for current year; \$510,966 fund balance deficit
 - e. Northwestern – \$3,323 surplus; \$7,282 fund balance surplus
 - f. Southeastern – \$35,416 deficit; \$719,021 fund balance surplus
 - g. ULL – \$4,851,771 deficit; \$4,851,771 fund balance deficit
 - h. ULM – \$1,146,989 deficit; \$1,195,896 fund balance deficit

- i. UNO – breakeven; \$4,948,618 fund balance deficit

Staff Comments

Southeastern's fund balance surpluses are sufficient to cover their current year deficits. Grambling, ULL, and ULM are working to reduce current year operating deficits.

SPECIFIED RESTRICTED FUNDS

The cumulative ending fund balances for restricted funds totaled \$64.5 million, a decrease of \$1.9 million from June 30, 2018.

A comparison of the fund balances at June 30, 2019, and June 30, 2018, follows:

| Specified Restricted Funds | | | | |
|----------------------------|----------------|--------------|---------------|----------------|
| | As of June 30, | | | |
| | 2019 | 2018 | Change | Percent Change |
| Building Use Fee | \$14,476,262 | \$19,731,726 | (\$5,255,464) | (26.63%) |
| Vehicle Registration Fee | 3,570,013 | 3,598,879 | (28,866) | (0.80%) |
| Student Technology Fee | 10,497,599 | 10,382,534 | 115,065 | 1.11% |
| Academic Enhancement Fee | 8,629,864 | 9,013,824 | (383,960) | (4.26%) |
| Performance Initiatives | 105,759 | 102,326 | 3,433 | 3.35% |
| Debt/Bond Reserves | 7,263,388 | 3,104,297 | 4,159,091 | 133.98% |
| Energy Surcharge | 7,605,363 | 6,666,312 | 939,051 | 14.09% |
| Repair/Replacement | 9,963,792 | 10,290,913 | (327,121) | (3.18%) |
| Mineral Lease | 2,404,109 | 3,516,861 | (1,112,752) | (31.64%) |
| Totals | \$64,516,149 | \$66,407,672 | (\$1,891,523) | (2.85%) |

CONTRACTED SERVICES (AUXILIARIES)

The cumulative ending fund balances for restricted funds totaled \$64.5 million, a decrease of \$1.9 million from June 30, 2018.

| Outsourced Auxiliary Services | Revenues | Expenses | Mandatory Net Transfers In (Out) | Current Yr. Operating Surplus (Deficit) | Non-Mandatory Net Transfers In (Out) |
|----------------------------------|---------------------|---------------------|--|--|--|
| Dining Services | \$42,575,627 | \$38,325,118 | (\$181,828) | \$4,068,681 | \$475,907 |
| Student Housing | 1,098,509 | | | 1,098,509 | |
| Bookstore | 2,570,360 | 1,173,214 | | 1,397,146 | (7,051) |
| Student Center/Union | 245,000 | 426,000 | 181,000 | 0 | |
| Vending | 730,584 | 38,386 | (2,221) | 689,977 | 452,674 |
| Textbook Rental | 830,548 | 69,690 | | 760,858 | (47,628) |
| Grand Total | \$48,050,628 | \$40,032,408 | (\$3,049) | \$8,015,171 | \$873,902 |

OTHER INFORMATION

Student enrollment at the nine universities for the spring 2018-2019 semester totaled 83,673.

MANAGEMENT'S QUARTERLY CERTIFICATIONS

No exceptions were noted by campuses. All certifications are available for review in the System office, as well as individual university reports.

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

University of Louisiana System
Quarterly Financial Reporting
Budgetary Basis
Fiscal Year Ending June 30, 2019

| Budgetary Accounts | Available Budget | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | To Date | Percent Change |
|---|--------------------|----------------------|-----------------------|-----------------------|-----------------------|--------------------|----------------|
| Revenues | | | | | | | |
| 400 - General Fund (Direct) | \$214,197,479 | \$56,300,133 | \$55,250,874 | \$56,837,694 | \$45,808,778 | \$214,197,479 | 100.0% |
| 411 - Statutory Dedications - SELF | 16,171,414 | 0 | 0 | 0 | 15,425,173 | 15,425,173 | 95.4% |
| 413 - Stat Ded - Calasieu Parish Fund | 1,552,730 | 0 | 0 | 1,344,264 | 208,466 | 1,552,730 | 100.0% |
| 440 - Interagency Transfers | 259,923 | 0 | 185,000 | 78,000 | 0 | 263,000 | 101.2% |
| 451 - FSG - General Registration Fees | 592,087,623 | 288,694,917 | 119,727,359 | 138,239,632 | 34,617,177 | 581,279,085 | 98.2% |
| 452 - FSG - Non-resident Fees | 32,237,110 | 13,212,840 | 6,057,260 | 7,546,929 | 2,646,156 | 29,463,185 | 91.4% |
| 461 - Educational Activities/State Grants | 2,346,663 | 2,246,405 | 388,909 | 1,571,203 | 703,255 | 4,909,772 | 209.2% |
| 471 - Other Sources | 31,097,449 | 5,433,685 | 5,235,922 | 5,577,076 | 7,472,391 | 23,719,074 | 76.3% |
| Total Revenues | 889,950,391 | 365,887,980 | 186,845,324 | 211,194,798 | 106,881,396 | 870,809,498 | 97.8% |
| Expenditures by Function: | | | | | | | |
| 510 - Instruction | 370,611,814 | 81,839,800 | 106,205,853 | 105,624,623 | 72,293,630 | 365,963,906 | 98.7% |
| 511 - Research | 39,347,039 | 4,278,504 | 6,843,791 | 6,917,493 | 20,205,977 | 38,245,765 | 97.2% |
| 512 - Public Service | 2,295,369 | 480,779 | 539,319 | 517,285 | 678,519 | 2,215,902 | 96.5% |
| 513 - Academic Support | 79,361,280 | 19,612,543 | 19,464,915 | 19,044,736 | 18,298,554 | 76,420,748 | 96.3% |
| 521 - Student Services | 49,827,830 | 11,442,360 | 11,766,919 | 11,573,007 | 13,502,899 | 48,285,185 | 96.9% |
| 522 - Institutional Support | 126,485,888 | 35,203,826 | 28,547,898 | 29,034,956 | 27,015,636 | 119,802,316 | 94.7% |
| 523 - Scholarships and Fellowships | 112,978,766 | 55,035,669 | 13,827,988 | 41,657,080 | 2,418,717 | 112,939,454 | 100.0% |
| 524 - Operations and Maintenance | 82,915,763 | 23,444,216 | 20,576,592 | 21,220,156 | 13,059,396 | 78,300,360 | 94.4% |
| 531 - Athletics | 21,663,955 | 7,278,305 | 6,525,617 | 3,181,942 | 8,228,978 | 25,214,842 | 116.4% |
| 532 - Other | 4,462,687 | 1,649,899 | 9,550 | 1,446,306 | 315,265 | 3,421,020 | 76.7% |
| Total Expenditures by Function | 889,950,391 | 240,265,901 | 214,308,442 | 240,217,584 | 176,017,571 | 870,809,498 | 97.8% |
| Surplus/Deficit | \$0 | \$125,622,079 | (\$27,463,118) | (\$29,022,786) | (\$69,136,175) | \$0 | |

| | | | | | | | |
|---------------------------------------|--------------------|----------------------|-----------------------|-----------------------|-----------------------|--------------------|--------------|
| Expenditures by Object | | | | | | | |
| 611 - Salaries | \$433,534,137 | \$95,535,238 | \$116,616,049 | \$116,864,707 | \$98,841,623 | \$427,857,617 | 98.7% |
| 612 - Other Compensation | 11,660,003 | 2,076,935 | 3,110,015 | 2,557,193 | 2,902,879 | 10,647,022 | 91.3% |
| 613 - Related Benefits | 187,717,495 | 40,428,830 | 47,574,518 | 48,833,462 | 46,772,034 | 183,608,844 | 97.8% |
| 621 - Travel | 4,361,098 | 769,868 | 1,467,322 | 745,511 | 1,249,798 | 4,232,499 | 97.1% |
| 622 - Operating Services | 71,635,408 | 27,583,304 | 15,933,190 | 16,103,397 | 6,538,621 | 66,158,512 | 92.4% |
| 623 - Supplies Support | 13,431,946 | 2,804,945 | 2,789,838 | 2,924,749 | 3,058,803 | 11,578,335 | 86.2% |
| 631 - Professional Services | 7,359,577 | 1,180,257 | 3,285,906 | 1,253,415 | (72,070) | 5,647,508 | 76.7% |
| 632 - Other Charges/Interagency | 151,362,105 | 68,644,562 | 21,240,672 | 48,297,271 | 14,139,195 | 152,321,700 | 100.6% |
| 633 - General Acquisitions | 4,617,468 | 605,238 | 827,642 | 1,419,864 | 2,170,320 | 5,023,064 | 108.8% |
| 634 - Library Acquisitions | 4,271,154 | 636,723 | 1,463,292 | 1,218,014 | 416,368 | 3,734,397 | 87.4% |
| Total Expenditures by Function | 889,950,391 | 240,265,900 | 214,308,444 | 240,217,583 | 176,017,571 | 870,809,498 | 97.8% |
| Surplus/Deficit | \$0 | \$125,622,080 | (\$27,463,120) | (\$29,022,785) | (\$69,136,175) | \$0 | |

Grambling State University
Quarterly Financial Reporting
Budgetary Basis
Fiscal Year Ending June 30, 2019

| Budgetary Accounts | Available Budget | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | To Date | Percent Change |
|---|-------------------|---------------------|-----------------------|--------------------|----------------------|-------------------|----------------|
| Revenues | | | | | | | |
| 400 - General Fund (Direct) | \$13,654,237 | \$4,000,000 | \$1,069,298 | \$4,040,760 | \$4,544,179 | \$13,654,237 | 100.0% |
| 411 - Statutory Dedications - SELF | 1,040,456 | | 0 | 0 | 1,013,238 | 1,013,238 | 97.4% |
| 413 - Stat Ded - Calasieu Parish Fund | | | | | | 0 | |
| 440 - Interagency Transfers | | | | | | 0 | |
| 451 - FSG - General Registration Fees | 29,747,855 | 13,230,208 | (5,369) | 11,083,081 | 2,797,650 | 27,105,570 | 91.1% |
| 452 - FSG - Non-resident Fees | 2,674,188 | 1,467,271 | (16,544) | 1,335,043 | 4,221 | 2,789,991 | 104.3% |
| 461 - Educational Activities/State Grants | 0 | 1,306,731 | 49,826 | 1,169,514 | 190,772 | 2,716,843 | 100.0% |
| 471 - Other Sources | 548,000 | 111,646 | 139,295 | 139,294 | 100,188 | 490,423 | 89.5% |
| Total Revenues | 47,664,736 | 20,115,856 | 1,236,506 | 17,767,692 | 8,650,248 | 47,770,302 | 100.2% |
| Expenditures by Function: | | | | | | | |
| 510 - Instruction | 21,825,341 | 3,795,733 | 6,087,448 | 6,289,593 | 4,839,068 | 21,011,842 | 96.3% |
| 511 - Research | 855 | 38 | 4,231 | 96 | 79,552 | 83,917 | 9,815% |
| 512 - Public Service | | | | | | 0 | |
| 513 - Academic Support | 2,848,619 | 564,129 | 676,805 | 725,652 | 996,304 | 2,962,890 | 104.0% |
| 521 - Student Services | 2,380,168 | 490,094 | 483,951 | 536,338 | 659,538 | 2,169,921 | 91.2% |
| 522 - Institutional Support | 8,738,150 | 1,974,657 | 3,028,007 | 1,842,304 | 2,427,260 | 9,272,228 | 106.1% |
| 523 - Scholarships and Fellowships | 2,867,160 | 1,538,688 | 28,676 | 1,355,361 | 89,321 | 3,012,046 | 105.1% |
| 524 - Operations and Maintenance | 7,245,803 | 1,253,895 | 2,267,781 | 2,275,604 | 1,701,538 | 7,498,818 | 103.5% |
| 531 - Athletics | 1,758,640 | | 0 | 0 | 1,758,640 | 1,758,640 | 100.0% |
| 532 - Other | | | | | | 0 | |
| Total Expenditures by Function | 47,664,736 | 9,617,234 | 12,576,899 | 13,024,948 | 12,551,221 | 47,770,302 | 100.2% |
| Surplus/Deficit | \$0 | \$10,498,622 | (\$11,340,393) | \$4,742,744 | (\$3,900,973) | \$0 | |

| | | | | | | | |
|---------------------------------------|-------------------|---------------------|-----------------------|--------------------|----------------------|-------------------|---------------|
| Expenditures by Object | | | | | | | |
| 611 - Salaries | \$25,144,338 | \$4,831,897 | \$6,538,018 | \$6,530,033 | \$5,651,877 | \$23,551,825 | 93.7% |
| 612 - Other Compensation | 278,923 | 13,988 | 77,329 | 65,379 | 82,572 | 239,268 | 85.8% |
| 613 - Related Benefits | 9,978,516 | 2,167,650 | 2,793,773 | 3,085,113 | 2,609,164 | 10,655,700 | 106.8% |
| 621 - Travel | 266,127 | 149,965 | 589,458 | (42,809) | 72,391 | 769,005 | 289.0% |
| 622 - Operating Services | 4,557,207 | 772,936 | 958,364 | 1,617,910 | 1,219,036 | 4,568,246 | 100.2% |
| 623 - Supplies Support | 536,959 | 64,696 | 166,509 | 151,543 | 267,519 | 650,267 | 121.1% |
| 631 - Professional Services | 1,808,737 | 33,488 | 1,072,326 | 146,724 | 639,545 | 1,892,083 | 104.6% |
| 632 - Other Charges/Interagency | 4,782,101 | 1,560,651 | 53,479 | 1,382,742 | 1,918,943 | 4,915,815 | 102.8% |
| 633 - General Acquisitions | 311,828 | 21,962 | 157,560 | 27,203 | 49,551 | 256,276 | 82.2% |
| 634 - Library Acquisitions | | | 170,085 | 61,109 | 40,623 | 271,817 | 100.0% |
| Total Expenditures by Function | 47,664,736 | 9,617,233 | 12,576,901 | 13,024,947 | 12,551,221 | 47,770,302 | 100.2% |
| Surplus/Deficit | \$0 | \$10,498,623 | (\$11,340,395) | \$4,742,745 | (\$3,900,973) | \$0 | |

Louisiana Tech University
Quarterly Financial Reporting
Budgetary Basis
Fiscal Year Ending June 30, 2019

| Budgetary Accounts | Available Budget | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | To Date | Percent Change |
|---|--------------------|---------------------|--------------------|--------------------|-----------------------|--------------------|----------------|
| Revenues | | | | | | | |
| 400 - General Fund (Direct) | \$27,167,396 | \$7,378,865 | \$7,300,000 | \$7,434,148 | \$5,054,383 | \$27,167,396 | 100.0% |
| 411 - Statutory Dedications - SELF | 1,969,279 | | 0 | 0 | 1,917,763 | 1,917,763 | 97.4% |
| 413 - Stat Ded - Calasieu Parish Fund | | | | | | 0 | |
| 440 - Interagency Transfers | | | | | | 0 | |
| 451 - FSG - General Registration Fees | 85,986,100 | 33,828,079 | 24,121,964 | 25,570,465 | (119,136) | 83,401,372 | 97.0% |
| 452 - FSG - Non-resident Fees | 9,948,000 | 3,633,103 | 3,085,807 | 2,991,482 | (25,848) | 9,684,544 | 97.4% |
| 461 - Educational Activities/State Grants | 195,000 | 33,051 | 46,010 | 42,078 | 42,273 | 163,412 | 83.8% |
| 471 - Other Sources | 7,226,548 | 555,101 | 757,601 | 1,189,803 | 1,383,409 | 3,885,914 | 53.8% |
| Total Revenues | 132,492,323 | 45,428,199 | 35,311,382 | 37,227,976 | 8,252,844 | 126,220,401 | 95.3% |
| Expenditures by Function: | | | | | | | |
| 510 - Instruction | 40,823,069 | 6,997,889 | 12,216,922 | 11,727,528 | 8,433,859 | 39,376,198 | 96.5% |
| 511 - Research | 12,766,123 | 2,028,025 | 4,050,707 | 3,895,785 | 2,387,861 | 12,362,378 | 96.8% |
| 512 - Public Service | 131,251 | 35,874 | 28,674 | 28,823 | 27,998 | 121,369 | 92.5% |
| 513 - Academic Support | 11,028,138 | 2,700,655 | 3,343,986 | 2,847,110 | 2,218,289 | 11,110,040 | 100.7% |
| 521 - Student Services | 4,859,352 | 1,218,583 | 1,152,359 | 1,134,193 | 934,172 | 4,439,307 | 91.4% |
| 522 - Institutional Support | 11,677,307 | 3,438,763 | 2,030,378 | 2,124,124 | 4,603,851 | 12,197,116 | 104.5% |
| 523 - Scholarships and Fellowships | 37,791,682 | 13,971,610 | 9,820,829 | 9,661,766 | 556,547 | 34,010,752 | 90.0% |
| 524 - Operations and Maintenance | 10,272,761 | 2,791,365 | 2,083,111 | 1,744,118 | 2,592,007 | 9,210,601 | 89.7% |
| 531 - Athletics | 3,142,640 | | 1,571,320 | 785,660 | 1,035,660 | 3,392,640 | 108.0% |
| 532 - Other | 0 | 0 | 0 | 0 | 0 | 0 | |
| Total Expenditures by Function | 132,492,323 | 33,182,764 | 36,298,286 | 33,949,107 | 22,790,244 | 126,220,401 | 95.3% |
| Surplus/Deficit | \$0 | \$12,245,435 | (\$986,904) | \$3,278,869 | (\$14,537,400) | \$0 | |

| | | | | | | | |
|---------------------------------------|--------------------|---------------------|--------------------|--------------------|-----------------------|--------------------|--------------|
| Expenditures by Object | | | | | | | |
| 611 - Salaries | \$52,593,473 | \$9,898,541 | \$15,307,589 | \$14,663,776 | \$12,048,446 | \$51,918,352 | 98.7% |
| 612 - Other Compensation | 1,739,094 | 184,794 | 482,765 | 395,998 | 573,798 | 1,637,355 | 94.1% |
| 613 - Related Benefits | 24,109,047 | 4,336,741 | 6,049,040 | 5,986,266 | 6,108,878 | 22,480,925 | 93.2% |
| 621 - Travel | 583,050 | 98,840 | 178,866 | 153,851 | 66,780 | 498,337 | 85.5% |
| 622 - Operating Services | 6,802,883 | 2,241,947 | 1,633,761 | 1,161,892 | 1,941,531 | 6,979,131 | 102.6% |
| 623 - Supplies Support | 1,794,430 | 349,964 | 397,743 | 304,020 | 206,177 | 1,257,904 | 70.1% |
| 631 - Professional Services | 189,500 | 20,952 | 81,231 | (8,055) | 32,236 | 126,364 | 66.7% |
| 632 - Other Charges/Interagency | 42,928,811 | 15,772,996 | 11,493,781 | 10,668,150 | 1,550,612 | 39,485,539 | 92.0% |
| 633 - General Acquisitions | 340,035 | 81,399 | 72,001 | 69,586 | 213,885 | 436,871 | 128.5% |
| 634 - Library Acquisitions | 1,412,000 | 196,590 | 601,509 | 553,623 | 47,901 | 1,399,623 | 99.1% |
| Total Expenditures by Function | 132,492,323 | 33,182,764 | 36,298,286 | 33,949,107 | 22,790,244 | 126,220,401 | 95.3% |
| Surplus/Deficit | \$0 | \$12,245,435 | (\$986,904) | \$3,278,869 | (\$14,537,400) | \$0 | |

McNeese State University
Quarterly Financial Reporting
Budgetary Basis
Fiscal Year Ending June 30, 2019

| Budgetary Accounts | Available Budget | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | To Date | Percent Change |
|---|-------------------|---------------------|--------------------|----------------------|-----------------------|-------------------|----------------|
| Revenues | | | | | | | |
| 400 - General Fund (Direct) | \$16,627,553 | \$4,261,025 | \$4,156,887 | \$4,226,081 | \$3,983,560 | \$16,627,553 | 100.0% |
| 411 - Statutory Dedications - SELF | 1,269,937 | | 0 | 0 | 1,236,716 | 1,236,716 | 97.4% |
| 413 - Stat Ded - Calasieu Parish Fund | 1,552,730 | | | 1,344,264 | 208,466 | 1,552,730 | 100.0% |
| 440 - Interagency Transfers | | | | | | 0 | |
| 451 - FSG - General Registration Fees | 45,721,690 | 23,991,561 | 18,050,001 | 2,082,682 | 610,479 | 44,734,723 | 97.8% |
| 452 - FSG - Non-resident Fees | 2,318,175 | 1,014,143 | 794,598 | 55,612 | (2,500) | 1,861,853 | 80.3% |
| 461 - Educational Activities/State Grants | 0 | | | | | 0 | |
| 471 - Other Sources | 849,255 | 259,229 | 245,763 | 308,583 | 368,586 | 1,182,161 | 139.2% |
| Total Revenues | 68,339,340 | 29,525,958 | 23,247,249 | 8,017,222 | 6,405,307 | 67,195,736 | 98.3% |
| Expenditures by Function: | | | | | | | |
| 510 - Instruction | 29,121,193 | 5,346,245 | 6,697,835 | 6,569,501 | 10,145,145 | 28,758,726 | 98.8% |
| 511 - Research | 378,737 | | 0 | 0 | 307,052 | 307,052 | 81.1% |
| 512 - Public Service | | | | | | 0 | |
| 513 - Academic Support | 5,537,971 | 1,509,239 | 1,240,773 | 1,275,365 | 2,630,582 | 6,655,959 | 120.2% |
| 521 - Student Services | 4,060,998 | 806,522 | 850,671 | 846,519 | 1,369,761 | 3,873,473 | 95.4% |
| 522 - Institutional Support | 9,444,989 | 2,955,167 | 2,417,275 | 2,734,479 | 769,811 | 8,876,732 | 94.0% |
| 523 - Scholarships and Fellowships | 6,592,152 | 3,577,931 | 450,589 | 2,400,994 | 110,724 | 6,540,238 | 99.2% |
| 524 - Operations and Maintenance | 5,907,697 | 1,291,525 | 1,148,463 | 1,067,708 | 1,681,781 | 5,189,477 | 87.8% |
| 531 - Athletics | 3,809,612 | 952,403 | 952,403 | 952,403 | 952,403 | 3,809,612 | 100.0% |
| 532 - Other | 3,485,991 | 1,539,479 | 0 | 1,413,458 | 231,530 | 3,184,467 | 91.4% |
| Total Expenditures by Function | 68,339,340 | 17,978,511 | 13,758,009 | 17,260,427 | 18,198,789 | 67,195,736 | 98.3% |
| Surplus/Deficit | \$0 | \$11,547,447 | \$9,489,240 | (\$9,243,205) | (\$11,793,482) | \$0 | |

| | | | | | | | |
|---------------------------------------|-------------------|---------------------|--------------------|----------------------|-----------------------|-------------------|--------------|
| Expenditures by Object | | | | | | | |
| 611 - Salaries | \$32,166,209 | \$6,672,031 | \$7,598,450 | \$7,629,696 | \$9,243,149 | \$31,143,326 | 96.8% |
| 612 - Other Compensation | 591,930 | 138,944 | 151,753 | 158,409 | 281,864 | 730,970 | 123.5% |
| 613 - Related Benefits | 15,222,114 | 3,145,809 | 3,545,658 | 3,576,750 | 4,208,451 | 14,476,668 | 95.1% |
| 621 - Travel | 186,240 | 33,969 | 49,376 | 23,327 | 81,862 | 188,534 | 101.2% |
| 622 - Operating Services | 4,543,598 | 1,615,848 | 733,753 | 687,206 | 2,282,586 | 5,319,393 | 117.1% |
| 623 - Supplies Support | 762,138 | 133,708 | 113,864 | 108,839 | 178,131 | 534,542 | 70.1% |
| 631 - Professional Services | 331,209 | 48,169 | 48,669 | 78,343 | 42,826 | 218,007 | 65.8% |
| 632 - Other Charges/Interagency | 14,241,255 | 6,072,884 | 1,425,160 | 4,948,034 | 1,555,010 | 14,001,088 | 98.3% |
| 633 - General Acquisitions | 198,022 | 50,907 | 63,216 | 39,823 | 313,989 | 467,935 | 236.3% |
| 634 - Library Acquisitions | 96,625 | 66,242 | 28,110 | 10,000 | 10,921 | 115,273 | 119.3% |
| Total Expenditures by Function | 68,339,340 | 17,978,511 | 13,758,009 | 17,260,427 | 18,198,789 | 67,195,736 | 98.3% |
| Surplus/Deficit | \$0 | \$11,547,447 | \$9,489,240 | (\$9,243,205) | (\$11,793,482) | \$0 | |

Nicholls State University
Quarterly Financial Reporting
Budgetary Basis
Fiscal Year Ending June 30, 2019

| Budgetary Accounts | Available Budget | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | To Date | Percent Change |
|---|-------------------|---------------------|--------------------|----------------------|-----------------------|-------------------|----------------|
| Revenues | | | | | | | |
| 400 - General Fund (Direct) | \$13,818,395 | \$3,933,544 | \$3,475,000 | \$3,532,461 | \$2,877,390 | \$13,818,395 | 100.0% |
| 411 - Statutory Dedications - SELF | 1,147,024 | | 0 | 0 | 1,085,871 | 1,085,871 | 94.7% |
| 413 - Stat Ded - Calasieu Parish Fund | | | | | | 0 | |
| 440 - Interagency Transfers | | | | | | 0 | |
| 451 - FSG - General Registration Fees | 40,147,830 | 22,341,373 | 16,375,453 | 1,900,019 | 23,974 | 40,640,819 | 101.2% |
| 452 - FSG - Non-resident Fees | 165,752 | 95,017 | 67,141 | 5,557 | 0 | 167,715 | 101.2% |
| 461 - Educational Activities/State Grants | 160,064 | 86,010 | 29,842 | 22,397 | 55,246 | 193,495 | 120.9% |
| 471 - Other Sources | 2,644,085 | 661,846 | 1,203,764 | 180,556 | 69,536 | 2,115,702 | 80.0% |
| Total Revenues | 58,083,150 | 27,117,790 | 21,151,200 | 5,640,990 | 4,112,017 | 58,021,997 | 99.9% |
| Expenditures by Function: | | | | | | | |
| 510 - Instruction | 29,980,234 | 5,588,631 | 7,992,840 | 8,826,789 | 6,196,409 | 28,604,669 | 95.4% |
| 511 - Research | 456,681 | 41,481 | 283,540 | 45,672 | 58,792 | 429,485 | 94.0% |
| 512 - Public Service | | | | | | 0 | |
| 513 - Academic Support | 5,862,892 | 1,267,723 | 1,427,515 | 1,171,307 | 1,147,597 | 5,014,142 | 85.5% |
| 521 - Student Services | 3,565,186 | 766,547 | 813,622 | 868,941 | 787,005 | 3,236,115 | 90.8% |
| 522 - Institutional Support | 7,289,489 | 2,486,857 | 1,687,350 | 1,934,378 | 1,722,168 | 7,830,753 | 107.4% |
| 523 - Scholarships and Fellowships | 3,532,052 | 1,600,442 | 99,313 | 1,261,417 | 2,288,564 | 5,249,736 | 148.6% |
| 524 - Operations and Maintenance | 6,169,684 | 1,742,397 | 1,024,191 | 1,308,172 | 1,236,188 | 5,310,948 | 86.1% |
| 531 - Athletics | 1,006,932 | | 624,798 | 0 | 1,683,021 | 2,307,819 | 229.2% |
| 532 - Other | 220,000 | 137 | 2,187 | 4,006 | 32,000 | 38,330 | 17.4% |
| Total Expenditures by Function | 58,083,150 | 13,494,215 | 13,955,356 | 15,420,682 | 15,151,744 | 58,021,997 | 99.9% |
| Surplus/Deficit | \$0 | \$13,623,575 | \$7,195,844 | (\$9,779,692) | (\$11,039,727) | \$0 | |

| | | | | | | | |
|---------------------------------------|-------------------|---------------------|--------------------|----------------------|-----------------------|-------------------|--------------|
| Expenditures by Object | | | | | | | |
| 611 - Salaries | \$29,841,297 | \$6,613,601 | \$7,739,219 | \$8,830,239 | \$6,225,161 | \$29,408,220 | 98.5% |
| 612 - Other Compensation | 367,878 | 59,595 | 170,389 | 84,125 | 61,477 | 375,586 | 102.1% |
| 613 - Related Benefits | 14,586,935 | 2,678,138 | 3,765,127 | 4,123,498 | 3,655,760 | 14,222,523 | 97.5% |
| 621 - Travel | 319,674 | 31,304 | 61,346 | 62,576 | 87,349 | 242,575 | 75.9% |
| 622 - Operating Services | 4,119,462 | 1,227,057 | 590,227 | 666,554 | 601,815 | 3,085,653 | 74.9% |
| 623 - Supplies Support | 1,283,550 | 188,621 | 266,369 | 225,660 | 287,018 | 967,668 | 75.4% |
| 631 - Professional Services | 261,102 | 9,844 | 72,199 | 46,264 | 68,893 | 197,200 | 75.5% |
| 632 - Other Charges/Interagency | 6,714,739 | 2,630,572 | 995,846 | 1,334,111 | 4,034,497 | 8,995,026 | 134.0% |
| 633 - General Acquisitions | 175,992 | 19,660 | 23,154 | 12,370 | 70,877 | 126,061 | 71.6% |
| 634 - Library Acquisitions | 412,521 | 35,823 | 271,480 | 35,285 | 58,897 | 401,485 | 97.3% |
| Total Expenditures by Function | 58,083,150 | 13,494,215 | 13,955,356 | 15,420,682 | 15,151,744 | 58,021,997 | 99.9% |
| Surplus/Deficit | \$0 | \$13,623,575 | \$7,195,844 | (\$9,779,692) | (\$11,039,727) | \$0 | |

Northwestern State University
Quarterly Financial Reporting
Budgetary Basis
Fiscal Year Ending June 30, 2019

| Budgetary Accounts | Available Budget | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | To Date | Percent Change |
|---|-------------------|---------------------|---------------------|-----------------------|-----------------------|-------------------|----------------|
| Revenues | | | | | | | |
| 400 - General Fund (Direct) | \$20,194,770 | \$5,400,000 | \$5,400,000 | \$5,599,300 | \$3,795,470 | \$20,194,770 | 100.0% |
| 411 - Statutory Dedications - SELF | 1,338,419 | | 0 | 0 | 1,266,778 | 1,266,778 | 94.6% |
| 413 - Stat Ded - Calasieu Parish Fund | | | | | | 0 | |
| 440 - Interagency Transfers | 74,923 | | 0 | 78,000 | 0 | 78,000 | 104.1% |
| 451 - FSG - General Registration Fees | 60,352,468 | 33,987,432 | 24,269,003 | 1,257,627 | (76,888) | 59,437,174 | 98.5% |
| 452 - FSG - Non-resident Fees | 545,567 | 407,748 | 184,887 | (38,980) | (54,180) | 499,475 | 91.6% |
| 461 - Educational Activities/State Grants | 16,801 | 1,432 | 4,583 | 7,501 | 0 | 13,516 | 80.4% |
| 471 - Other Sources | 735,991 | 147,874 | 128,540 | 166,062 | 256,257 | 698,733 | 94.9% |
| Total Revenues | 83,258,939 | 39,944,486 | 29,987,013 | 7,069,510 | 5,187,437 | 82,188,446 | 98.7% |
| Expenditures by Function: | | | | | | | |
| 510 - Instruction | 38,517,617 | 8,135,144 | 10,537,312 | 10,106,507 | 8,799,567 | 37,578,530 | 97.6% |
| 511 - Research | 209,136 | 34,971 | 33,870 | 0 | 131,315 | 200,156 | 95.7% |
| 512 - Public Service | 72,262 | 28,876 | 12,913 | 14,167 | 28,178 | 84,134 | 116.4% |
| 513 - Academic Support | 6,547,784 | 1,531,057 | 1,574,056 | 1,482,779 | 1,696,925 | 6,284,817 | 96.0% |
| 521 - Student Services | 6,071,844 | 1,356,284 | 1,300,677 | 1,291,028 | 1,781,867 | 5,729,856 | 94.4% |
| 522 - Institutional Support | 9,998,675 | 2,454,284 | 2,125,413 | 3,324,825 | 1,914,435 | 9,818,957 | 98.2% |
| 523 - Scholarships and Fellowships | 10,655,072 | 5,571,244 | 175,431 | 4,995,152 | 90,370 | 10,832,197 | 101.7% |
| 524 - Operations and Maintenance | 6,672,016 | 1,770,401 | 1,531,790 | 1,723,576 | 2,155,554 | 7,181,321 | 107.6% |
| 531 - Athletics | 4,324,803 | 4,324,803 | 0 | 0 | 0 | 4,324,803 | 100.0% |
| 532 - Other | 189,730 | 65,735 | 7,363 | 28,842 | 51,735 | 153,675 | 81.0% |
| Total Expenditures by Function | 83,258,939 | 25,272,799 | 17,298,825 | 22,966,876 | 16,649,946 | 82,188,446 | 98.7% |
| Surplus/Deficit | \$0 | \$14,671,687 | \$12,688,188 | (\$15,897,366) | (\$11,462,509) | \$0 | |

| | | | | | | | |
|---------------------------------------|-------------------|---------------------|---------------------|-----------------------|-----------------------|-------------------|--------------|
| Expenditures by Object | | | | | | | |
| 611 - Salaries | \$40,038,694 | \$8,362,536 | \$10,744,091 | \$10,931,861 | \$10,019,784 | \$40,058,272 | 100.0% |
| 612 - Other Compensation | 982,050 | 127,533 | 243,478 | 149,619 | 211,726 | 732,356 | 74.6% |
| 613 - Related Benefits | 18,246,368 | 3,760,361 | 4,440,482 | 4,493,729 | 4,416,523 | 17,111,095 | 93.8% |
| 621 - Travel | 385,816 | 87,024 | 120,699 | 120,185 | 84,571 | 412,479 | 106.9% |
| 622 - Operating Services | 6,270,237 | 2,455,529 | 1,041,769 | 1,345,385 | 1,329,970 | 6,172,653 | 98.4% |
| 623 - Supplies Support | 780,905 | 210,689 | 153,440 | 129,694 | 234,732 | 728,555 | 93.3% |
| 631 - Professional Services | 482,429 | 197,387 | 67,637 | 134,074 | 80,333 | 479,431 | 99.4% |
| 632 - Other Charges/Interagency | 15,351,545 | 9,979,118 | 236,019 | 5,221,489 | 202,708 | 15,639,334 | 101.9% |
| 633 - General Acquisitions | 313,232 | 43,174 | 44,197 | 338,406 | 123,697 | 549,474 | 175.4% |
| 634 - Library Acquisitions | 407,663 | 49,448 | 207,013 | 102,434 | (54,098) | 304,797 | 74.8% |
| Total Expenditures by Function | 83,258,939 | 25,272,799 | 17,298,825 | 22,966,876 | 16,649,946 | 82,188,446 | 98.7% |
| Surplus/Deficit | \$0 | \$14,671,687 | \$12,688,188 | (\$15,897,366) | (\$11,462,509) | \$0 | |

Southeastern Louisiana University
Quarterly Financial Reporting
Budgetary Basis
Fiscal Year Ending June 30, 2019

| Budgetary Accounts | Available Budget | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | To Date | Percent Change |
|---|--------------------|---------------------|-----------------------|---------------------|-----------------------|--------------------|----------------|
| Revenues | | | | | | | |
| 400 - General Fund (Direct) | \$27,150,053 | \$7,547,278 | \$7,306,500 | \$7,427,578 | \$4,868,697 | \$27,150,053 | 100.0% |
| 411 - Statutory Dedications - SELF | 2,120,419 | | 0 | 0 | 2,007,370 | 2,007,370 | 94.7% |
| 413 - Stat Ded - Calasieu Parish Fund | | | | | | 0 | |
| 440 - Interagency Transfers | | | | | | 0 | |
| 451 - FSG - General Registration Fees | 84,124,501 | 45,923,748 | (82,479) | 37,581,915 | (11,784) | 83,411,400 | 99.2% |
| 452 - FSG - Non-resident Fees | 4,110,366 | 2,219,999 | (6,239) | 1,902,325 | (5,720) | 4,110,365 | 100.0% |
| 461 - Educational Activities/State Grants | 611,748 | 594,185 | 4,612 | 4,225 | 8,726 | 611,748 | 100.0% |
| 471 - Other Sources | 6,025,484 | 1,498,208 | 1,111,699 | 1,387,340 | 2,028,195 | 6,025,442 | 100.0% |
| Total Revenues | 124,142,571 | 57,783,418 | 8,334,093 | 48,303,383 | 8,895,484 | 123,316,378 | 99.3% |
| Expenditures by Function: | | | | | | | |
| 510 - Instruction | 60,711,824 | 15,217,675 | 16,122,511 | 16,513,511 | 12,603,165 | 60,456,862 | 99.6% |
| 511 - Research | 478,983 | 105,758 | 117,168 | 109,878 | 125,167 | 457,971 | 95.6% |
| 512 - Public Service | 1,681,119 | 376,248 | 457,453 | 429,843 | 395,518 | 1,659,062 | 98.7% |
| 513 - Academic Support | 10,747,621 | 2,535,802 | 3,509,150 | 2,849,090 | 1,720,311 | 10,614,353 | 98.8% |
| 521 - Student Services | 7,284,483 | 1,864,512 | 1,703,796 | 1,752,549 | 1,860,410 | 7,181,267 | 98.6% |
| 522 - Institutional Support | 14,406,872 | 4,369,559 | 3,300,961 | 3,280,286 | 3,221,018 | 14,171,824 | 98.4% |
| 523 - Scholarships and Fellowships | 12,784,919 | 7,389,259 | 19,329 | 5,934,680 | (558,855) | 12,784,413 | 100.0% |
| 524 - Operations and Maintenance | 13,122,439 | 4,105,639 | 2,770,807 | 2,809,080 | 3,380,789 | 13,066,315 | 99.6% |
| 531 - Athletics | 2,924,311 | 1,134,929 | 1,644,757 | 144,625 | 0 | 2,924,311 | 100.0% |
| 532 - Other | 0 | 0 | 0 | 0 | 0 | 0 | |
| Total Expenditures by Function | 124,142,571 | 37,099,381 | 29,645,932 | 33,823,542 | 22,747,523 | 123,316,378 | 99.3% |
| Surplus/Deficit | \$0 | \$20,684,037 | (\$21,311,839) | \$14,479,841 | (\$13,852,039) | \$0 | |

| | | | | | | | |
|---------------------------------------|--------------------|---------------------|-----------------------|---------------------|-----------------------|--------------------|--------------|
| Expenditures by Object | | | | | | | |
| 611 - Salaries | \$63,878,196 | \$15,853,096 | \$17,011,202 | \$17,327,834 | \$13,555,884 | \$63,748,016 | 99.8% |
| 612 - Other Compensation | 1,598,315 | 357,457 | 408,019 | 396,036 | 348,642 | 1,510,154 | 94.5% |
| 613 - Related Benefits | 27,752,863 | 7,405,480 | 7,283,574 | 7,430,361 | 5,518,150 | 27,637,565 | 99.6% |
| 621 - Travel | 956,979 | 147,281 | 163,767 | 87,894 | 462,068 | 861,010 | 90.0% |
| 622 - Operating Services | 8,960,682 | 3,491,744 | 1,970,896 | 1,067,241 | 2,235,116 | 8,764,997 | 97.8% |
| 623 - Supplies Support | 2,005,902 | 406,310 | 331,638 | 349,291 | 778,514 | 1,865,753 | 93.0% |
| 631 - Professional Services | 483,086 | 169,415 | 443,854 | 427,872 | (572,485) | 468,656 | 97.0% |
| 632 - Other Charges/Interagency | 16,836,416 | 9,051,657 | 1,858,362 | 6,236,176 | (312,529) | 16,833,666 | 100.0% |
| 633 - General Acquisitions | 1,670,132 | 172,636 | 149,700 | 458,503 | 845,722 | 1,626,561 | 97.4% |
| 634 - Library Acquisitions | 0 | 44,305 | 24,920 | 42,334 | (111,559) | 0 | |
| Total Expenditures by Function | 124,142,571 | 37,099,381 | 29,645,932 | 33,823,542 | 22,747,523 | 123,316,378 | 99.3% |
| Surplus/Deficit | \$0 | \$20,684,037 | (\$21,311,839) | \$14,479,841 | (\$13,852,039) | \$0 | |

University of Louisiana at Lafayette
Quarterly Financial Reporting
Budgetary Basis
Fiscal Year Ending June 30, 2019

| Budgetary Accounts | Available Budget | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | To Date | Percent Change |
|---|--------------------|---------------------|--------------------|-----------------------|---------------------|--------------------|----------------|
| Revenues | | | | | | | |
| 400 - General Fund (Direct) | \$45,619,806 | \$12,307,801 | \$12,012,128 | \$12,159,966 | \$9,139,911 | \$45,619,806 | 100.0% |
| 411 - Statutory Dedications - SELF | 2,731,406 | | 0 | 0 | 2,585,782 | 2,585,782 | 94.7% |
| 413 - Stat Ded - Calasieu Parish Fund | | | | | | 0 | |
| 440 - Interagency Transfers | 185,000 | | 185,000 | 0 | 0 | 185,000 | 100.0% |
| 451 - FSG - General Registration Fees | 123,033,745 | 52,172,805 | 36,519,818 | 4,521,941 | 28,303,877 | 121,518,441 | 98.8% |
| 452 - FSG - Non-resident Fees | 7,775,000 | 2,336,292 | 2,101,107 | (284,299) | 2,767,291 | 6,920,391 | 89.0% |
| 461 - Educational Activities/State Grants | 0 | 0 | 0 | 0 | 0 | 0 | |
| 471 - Other Sources | 6,130,780 | 1,840,961 | 1,273,723 | 1,441,535 | 2,449,504 | 7,005,723 | 114.3% |
| Total Revenues | 185,475,737 | 68,657,859 | 52,091,776 | 17,839,143 | 45,246,365 | 183,835,143 | 99.1% |
| Expenditures by Function: | | | | | | | |
| 510 - Instruction | 77,588,948 | 22,708,470 | 26,497,491 | 24,998,708 | 3,175,701 | 77,380,370 | 99.7% |
| 511 - Research | 14,740,742 | 28,309 | 25,442 | 26,205 | 14,367,654 | 14,447,610 | 98.0% |
| 512 - Public Service | 185,000 | | 0 | 0 | 185,000 | 185,000 | 100.0% |
| 513 - Academic Support | 19,415,809 | 5,378,640 | 4,029,711 | 4,446,586 | 4,492,515 | 18,347,452 | 94.5% |
| 521 - Student Services | 9,215,743 | 2,087,199 | 2,324,941 | 2,191,979 | 2,441,384 | 9,045,503 | 98.2% |
| 522 - Institutional Support | 31,658,591 | 9,942,037 | 7,512,223 | 6,674,389 | 6,499,456 | 30,628,105 | 96.7% |
| 523 - Scholarships and Fellowships | 18,122,883 | 9,342,732 | 1,905,306 | 6,763,996 | 805,396 | 18,817,430 | 103.8% |
| 524 - Operations and Maintenance | 14,025,603 | 5,924,688 | 3,202,154 | 3,926,611 | 1,930,220 | 14,983,673 | 106.8% |
| 531 - Athletics | | | | | | 0 | |
| 532 - Other | 522,418 | | 0 | 0 | 0 | 0 | 0.0% |
| Total Expenditures by Function | 185,475,737 | 55,412,075 | 45,497,268 | 49,028,474 | 33,897,326 | 183,835,143 | 99.1% |
| Surplus/Deficit | \$0 | \$13,245,784 | \$6,594,508 | (\$31,189,331) | \$11,349,039 | \$0 | |

| | | | | | | | |
|---------------------------------------|--------------------|---------------------|--------------------|-----------------------|---------------------|--------------------|--------------|
| Expenditures by Object | | | | | | | |
| 611 - Salaries | \$104,116,077 | \$25,450,236 | \$29,112,342 | \$27,548,227 | \$22,262,395 | \$104,373,200 | 100.2% |
| 612 - Other Compensation | 1,575,979 | 282,027 | 399,208 | 357,052 | 365,003 | 1,403,290 | 89.0% |
| 613 - Related Benefits | 41,317,609 | 9,041,084 | 10,260,926 | 9,536,464 | 11,512,879 | 40,351,353 | 97.7% |
| 621 - Travel | 627,593 | 116,869 | 113,302 | 116,843 | 184,496 | 531,510 | 84.7% |
| 622 - Operating Services | 15,128,478 | 10,283,968 | 2,929,873 | 3,877,848 | (2,512,159) | 14,579,530 | 96.4% |
| 623 - Supplies Support | 1,882,129 | 405,701 | 413,783 | 267,018 | 600,463 | 1,686,965 | 89.6% |
| 631 - Professional Services | 924,558 | 111,718 | 249,164 | 225,108 | 270,810 | 856,800 | 92.7% |
| 632 - Other Charges/Interagency | 19,260,749 | 9,593,116 | 1,978,072 | 7,004,464 | 1,104,152 | 19,679,804 | 102.2% |
| 633 - General Acquisitions | 85,250 | 127,356 | 40,424 | 90,780 | 86,914 | 345,474 | 405.2% |
| 634 - Library Acquisitions | 557,315 | | 174 | 4,670 | 22,373 | 27,217 | 4.9% |
| Total Expenditures by Function | 185,475,737 | 55,412,075 | 45,497,268 | 49,028,474 | 33,897,326 | 183,835,143 | 99.1% |
| Surplus/Deficit | \$0 | \$13,245,784 | \$6,594,508 | (\$31,189,331) | \$11,349,039 | \$0 | |

University of Louisiana at Monroe
Quarterly Financial Reporting
Budgetary Basis
Fiscal Year Ending June 30, 2019

| Budgetary Accounts | Available Budget | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | To Date | Percent Change |
|---|-------------------|---------------------|-----------------------|--------------------|----------------------|-------------------|----------------|
| Revenues | | | | | | | |
| 400 - General Fund (Direct) | \$24,316,359 | \$5,000,000 | \$8,138,631 | \$5,793,579 | \$5,384,149 | \$24,316,359 | 100.0% |
| 411 - Statutory Dedications - SELF | 1,933,153 | | 0 | 0 | 1,830,088 | 1,830,088 | 94.7% |
| 413 - Stat Ded - Calasieu Parish Fund | | | | | | 0 | |
| 440 - Interagency Transfers | | | | | | 0 | |
| 451 - FSG - General Registration Fees | 62,986,110 | 30,957,022 | 313,661 | 28,053,840 | 2,803,318 | 62,127,841 | 98.6% |
| 452 - FSG - Non-resident Fees | 1,696,000 | 708,220 | (145,602) | 598,189 | 95,193 | 1,256,000 | 74.1% |
| 461 - Educational Activities/State Grants | 893,050 | 101,911 | 205,185 | 280,716 | 270,797 | 858,609 | 96.1% |
| 471 - Other Sources | 652,550 | 152,999 | 184,528 | 185,701 | 239,532 | 762,760 | 116.9% |
| Total Revenues | 92,477,222 | 36,920,152 | 8,696,403 | 34,912,025 | 10,623,077 | 91,151,657 | 98.6% |
| Expenditures by Function: | | | | | | | |
| 510 - Instruction | 37,383,576 | 5,632,009 | 10,745,707 | 11,534,925 | 8,803,362 | 36,716,003 | 98.2% |
| 511 - Research | 4,519,149 | 1,125,735 | 1,119,576 | 1,137,328 | 1,051,360 | 4,433,999 | 98.1% |
| 512 - Public Service | 150,638 | 39,606 | 40,279 | 44,452 | 41,825 | 166,162 | 110.3% |
| 513 - Academic Support | 5,435,926 | 1,437,300 | 1,145,528 | 1,319,658 | 1,295,401 | 5,197,887 | 95.6% |
| 521 - Student Services | 4,642,478 | 1,062,883 | 1,186,111 | 1,193,623 | 1,110,759 | 4,553,376 | 98.1% |
| 522 - Institutional Support | 13,292,682 | 3,444,062 | 3,551,058 | 3,197,956 | 2,532,289 | 12,725,365 | 95.7% |
| 523 - Scholarships and Fellowships | 14,650,364 | 7,574,679 | 1,218,070 | 5,576,363 | 330,827 | 14,699,939 | 100.3% |
| 524 - Operations and Maintenance | 7,660,844 | 2,290,325 | 3,026,342 | 1,725,746 | 874,948 | 7,917,361 | 103.3% |
| 531 - Athletics | 4,697,017 | 866,170 | 1,732,339 | 1,299,254 | 799,254 | 4,697,017 | 100.0% |
| 532 - Other | 44,548 | 44,548 | 0 | 0 | 0 | 44,548 | 100.0% |
| Total Expenditures by Function | 92,477,222 | 23,517,317 | 23,765,010 | 27,029,305 | 16,840,025 | 91,151,657 | 98.6% |
| Surplus/Deficit | \$0 | \$13,402,835 | (\$15,068,607) | \$7,882,720 | (\$6,216,948) | \$0 | |

| | | | | | | | |
|---------------------------------------|-------------------|---------------------|-----------------------|--------------------|----------------------|-------------------|--------------|
| Expenditures by Object | | | | | | | |
| 611 - Salaries | \$42,471,333 | \$7,789,876 | \$11,336,246 | \$12,682,135 | \$10,021,756 | \$41,830,013 | 98.5% |
| 612 - Other Compensation | 865,952 | 177,189 | 228,711 | 167,197 | 170,339 | 743,436 | 85.9% |
| 613 - Related Benefits | 18,871,307 | 3,740,614 | 5,120,662 | 5,592,731 | 4,537,713 | 18,991,720 | 100.6% |
| 621 - Travel | 532,864 | 84,824 | 150,586 | 94,615 | 83,900 | 413,925 | 77.7% |
| 622 - Operating Services | 7,089,134 | 2,593,370 | 3,011,853 | 788,671 | 366,812 | 6,760,706 | 95.4% |
| 623 - Supplies Support | 1,255,376 | 285,988 | 413,381 | 305,226 | 239,572 | 1,244,167 | 99.1% |
| 631 - Professional Services | 986,507 | 146,217 | 178,785 | 308,817 | 191,300 | 825,119 | 83.6% |
| 632 - Other Charges/Interagency | 19,641,421 | 8,514,334 | 3,075,553 | 6,902,989 | 1,183,114 | 19,675,990 | 100.2% |
| 633 - General Acquisitions | 467,928 | 70,507 | 237,584 | 144,595 | 21,197 | 473,883 | 101.3% |
| 634 - Library Acquisitions | 295,400 | 114,398 | 11,649 | 42,329 | 24,322 | 192,698 | 65.2% |
| Total Expenditures by Function | 92,477,222 | 23,517,317 | 23,765,010 | 27,029,305 | 16,840,025 | 91,151,657 | 98.6% |
| Surplus/Deficit | \$0 | \$13,402,835 | (\$15,068,607) | \$7,882,720 | (\$6,216,948) | \$0 | |

University of New Orleans
Quarterly Financial Reporting
Budgetary Basis
Fiscal Year Ending June 30, 2019

| Budgetary Accounts | Available Budget | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | To Date | Percent Change |
|---|-------------------|---------------------|-----------------------|--------------------|----------------------|-------------------|----------------|
| Revenues | | | | | | | |
| 400 - General Fund (Direct) | \$25,648,910 | \$6,471,620 | \$6,392,430 | \$6,623,821 | \$6,161,039 | \$25,648,910 | 100.0% |
| 411 - Statutory Dedications - SELF | 2,621,321 | | 0 | 0 | 2,481,567 | 2,481,567 | 94.7% |
| 413 - Stat Ded - Calasieu Parish Fund | | | | | | 0 | |
| 440 - Interagency Transfers | | | | | | 0 | |
| 451 - FSG - General Registration Fees | 59,987,324 | 32,262,689 | 165,307 | 26,188,062 | 285,687 | 58,901,745 | 98.2% |
| 452 - FSG - Non-resident Fees | 3,004,062 | 1,331,047 | (7,895) | 982,000 | (132,301) | 2,172,851 | 72.3% |
| 461 - Educational Activities/State Grants | 470,000 | 123,085 | 48,851 | 44,772 | 135,441 | 352,149 | 74.9% |
| 471 - Other Sources | 6,284,756 | 205,821 | 191,009 | 578,202 | 577,184 | 1,552,216 | 24.7% |
| Total Revenues | 98,016,373 | 40,394,262 | 6,789,702 | 34,416,857 | 9,508,617 | 91,109,438 | 93.0% |
| Expenditures by Function: | | | | | | | |
| 510 - Instruction | 34,660,012 | 8,418,004 | 9,307,787 | 9,057,561 | 9,297,354 | 36,080,706 | 104.1% |
| 511 - Research | 5,796,633 | 914,187 | 1,209,257 | 1,702,529 | 1,697,224 | 5,523,197 | 95.3% |
| 512 - Public Service | 75,099 | 175 | 0 | 0 | 0 | 175 | 0.2% |
| 513 - Academic Support | 11,936,520 | 2,687,998 | 2,517,391 | 2,927,189 | 2,100,630 | 10,233,208 | 85.7% |
| 521 - Student Services | 7,747,578 | 1,789,736 | 1,950,791 | 1,757,837 | 2,558,003 | 8,056,367 | 104.0% |
| 522 - Institutional Support | 19,979,133 | 4,138,440 | 2,895,233 | 3,922,215 | 3,325,348 | 14,281,236 | 71.5% |
| 523 - Scholarships and Fellowships | 5,982,482 | 4,469,084 | 110,445 | 3,707,351 | (1,294,177) | 6,992,703 | 116.9% |
| 524 - Operations and Maintenance | 11,838,916 | 2,273,981 | 3,521,953 | 4,639,541 | (2,493,629) | 7,941,846 | 67.1% |
| 531 - Athletics | 0 | | 0 | 0 | 2,000,000 | 2,000,000 | 100.0% |
| 532 - Other | 0 | | 0 | 0 | 0 | 0 | |
| Total Expenditures by Function | 98,016,373 | 24,691,605 | 21,512,857 | 27,714,223 | 17,190,753 | 91,109,438 | 93.0% |
| Surplus/Deficit | \$0 | \$15,702,657 | (\$14,723,155) | \$6,702,634 | (\$7,682,136) | \$0 | |

| | | | | | | | |
|---------------------------------------|-------------------|---------------------|-----------------------|--------------------|----------------------|-------------------|--------------|
| Expenditures by Object | | | | | | | |
| 611 - Salaries | \$43,284,520 | \$10,063,424 | \$11,228,892 | \$10,720,906 | \$9,813,171 | \$41,826,393 | 96.6% |
| 612 - Other Compensation | 3,659,882 | 735,408 | 948,363 | 783,378 | 807,458 | 3,274,607 | 89.5% |
| 613 - Related Benefits | 17,632,736 | 4,152,953 | 4,315,276 | 5,008,550 | 4,204,516 | 17,681,295 | 100.3% |
| 621 - Travel | 502,755 | 19,792 | 39,922 | 129,029 | 126,381 | 315,124 | 62.7% |
| 622 - Operating Services | 14,163,727 | 2,900,905 | 3,062,694 | 4,890,690 | (926,086) | 9,928,203 | 70.1% |
| 623 - Supplies Support | 3,130,557 | 759,268 | 533,111 | 1,083,458 | 266,677 | 2,642,514 | 84.4% |
| 631 - Professional Services | 1,892,449 | 443,067 | 1,072,041 | (105,732) | (825,528) | 583,848 | 30.9% |
| 632 - Other Charges/Interagency | 11,605,068 | 5,469,234 | 124,400 | 4,599,116 | 2,902,688 | 13,095,438 | 112.8% |
| 633 - General Acquisitions | 1,055,049 | 17,637 | 39,806 | 238,598 | 444,488 | 740,529 | 70.2% |
| 634 - Library Acquisitions | 1,089,630 | 129,917 | 148,352 | 366,230 | 376,988 | 1,021,487 | 93.7% |
| Total Expenditures by Function | 98,016,373 | 24,691,605 | 21,512,857 | 27,714,223 | 17,190,753 | 91,109,438 | 93.0% |
| Surplus/Deficit | \$0 | \$15,702,657 | (\$14,723,155) | \$6,702,634 | (\$7,682,136) | \$0 | |

University of Louisiana System
Quarterly Financial Reporting
Budgetary Basis
Fiscal Year Ending June 30, 2019

| Budgetary Accounts | 2017 | 2018 | 2019 | Percent Difference FY 18 to 19 |
|---|----------------------|----------------------|----------------------|-----------------------------------|
| Revenues | | | | |
| 400 - General Fund (Direct) | \$209,187,228 | \$213,161,224 | \$214,197,479 | 0.5% |
| 411 - Statutory Dedications - SELF | 13,868,996 | 15,891,393 | 15,425,173 | (2.9%) |
| 413 - Stat Ded - Calasieu Parish Fund | 1,703,113 | 1,465,548 | 1,552,730 | 5.9% |
| 440 - Interagency Transfers | 263,000 | 78,000 | 263,000 | 237.2% |
| 451 - FSG - General Registration Fees | 529,687,169 | 565,351,499 | 581,279,085 | 2.8% |
| 452 - FSG - Non-resident Fees | 52,853,565 | 32,995,459 | 29,463,185 | (10.7%) |
| 461 - Educational Activities/State Grants | 6,336,965 | 4,594,481 | 4,909,772 | 6.9% |
| 471 - Other Sources | 19,898,868 | 21,446,408 | 23,719,074 | 10.6% |
| Total Revenues | \$833,798,904 | \$854,984,012 | \$870,809,498 | 1.9% |
| Expenditures by Function | | | | |
| 510 - Instruction | \$340,096,960 | \$352,892,756 | \$365,963,906 | 3.7% |
| 511 - Research | 32,402,638 | 37,089,344 | 38,245,765 | 3.1% |
| 512 - Public Service | 1,929,209 | 2,080,516 | 2,215,902 | 6.5% |
| 513 - Academic Support | 69,870,122 | 75,151,642 | 76,420,748 | 1.7% |
| 521 - Student Services | 42,798,342 | 45,530,245 | 48,285,185 | 6.1% |
| 522 - Institutional Support | 114,348,143 | 118,127,525 | 119,802,316 | 1.4% |
| 523 - Scholarships and Fellowships | 119,529,758 | 110,307,160 | 112,939,454 | 2.4% |
| 524 - Operation and Maintenance of Plant | 83,718,830 | 82,959,818 | 78,300,360 | (5.6%) |
| 531 - Athletics | 25,442,062 | 27,296,618 | 25,214,842 | (7.6%) |
| 532 - Other | 3,662,840 | 3,548,388 | 3,421,020 | (3.6%) |
| Total Expenditures by Function | \$833,798,904 | \$854,984,012 | \$870,809,498 | 1.9% |
| Expenditures by Object | | | | |
| 611 - Salaries | \$392,465,287 | \$409,950,980 | \$427,857,617 | 4.4% |
| 612 - Other Compensation | 11,097,961 | 10,825,320 | 10,647,022 | (1.6%) |
| 613 - Related Benefits | 167,997,803 | 177,518,914 | 183,608,844 | 3.4% |
| 621 - Travel | 3,074,663 | 3,676,858 | 4,232,499 | 15.1% |
| 622 - Operating Services | 67,098,676 | 68,384,193 | 66,158,512 | (3.3%) |
| 623 - Supplies Support | 11,589,442 | 12,948,557 | 11,578,335 | (10.6%) |
| 631 - Professional Services | 6,259,288 | 6,793,274 | 5,647,508 | (16.9%) |
| 632 - Other Charges/Interagency | 161,984,385 | 152,497,160 | 152,321,700 | (0.1%) |
| 633 - General Acquisitions | 6,742,884 | 7,195,092 | 5,023,064 | (30.2%) |
| 634 - Library Acquisitions | 5,488,515 | 5,193,664 | 3,734,397 | (28.1%) |
| Total Expenditures by Object | \$833,798,904 | \$854,984,012 | \$870,809,498 | 1.9% |

Grambling State University
Quarterly Financial Reporting
Budgetary Basis
Fiscal Year Ending June 30, 2019

| Budgetary Accounts | 2017 | 2018 | 2019 | Percent Difference FY 18 to 19 |
|---|---------------------|---------------------|---------------------|-----------------------------------|
| Revenues | | | | |
| 400 - General Fund (Direct) | \$13,450,427 | \$12,397,631 | \$13,654,237 | 10.1% |
| 411 - Statutory Dedications - SELF | 263,824 | 1,041,497 | 1,013,238 | (2.7%) |
| 413 - Stat Ded - Calasieu Parish Fund | | | | NA |
| 440 - Interagency Transfers | | | | NA |
| 451 - FSG - General Registration Fees | 24,069,444 | 27,159,783 | 27,105,570 | (0.2%) |
| 452 - FSG - Non-resident Fees | 2,712,984 | 2,763,161 | 2,789,991 | 1.0% |
| 461 - Educational Activities/State Grants | 4,209,274 | 2,456,473 | 2,716,843 | 10.6% |
| 471 - Other Sources | 890,215 | 617,389 | 490,423 | (20.6%) |
| Total Revenues | \$45,596,168 | \$46,435,934 | \$47,770,302 | 2.9% |
| Expenditures by Function | | | | |
| 510 - Instruction | \$19,906,924 | \$20,040,273 | \$21,011,842 | 4.8% |
| 511 - Research | 34,202 | | 83,917 | 100.0% |
| 512 - Public Service | | | | NA |
| 513 - Academic Support | 2,883,138 | 2,726,380 | 2,962,890 | 8.7% |
| 521 - Student Services | 2,379,167 | 2,265,201 | 2,169,921 | (4.2%) |
| 522 - Institutional Support | 8,785,958 | 9,050,937 | 9,272,228 | 2.4% |
| 523 - Scholarships and Fellowships | 2,685,722 | 2,931,512 | 3,012,046 | 2.7% |
| 524 - Operation and Maintenance of Plant | 7,069,857 | 6,316,542 | 7,498,818 | 18.7% |
| 531 - Athletics | 1,851,200 | 3,105,089 | 1,758,640 | (43.4%) |
| 532 - Other | | | | NA |
| Total Expenditures by Function | \$45,596,168 | \$46,435,934 | \$47,770,302 | 2.9% |
| Expenditures by Object | | | | |
| 611 - Salaries | \$22,403,279 | \$22,651,945 | \$23,551,825 | 4.0% |
| 612 - Other Compensation | 243,116 | 195,386 | 239,268 | 22.5% |
| 613 - Related Benefits | 10,192,410 | 10,180,784 | 10,655,700 | 4.7% |
| 621 - Travel | 409,952 | 411,448 | 769,005 | 86.9% |
| 622 - Operating Services | 4,125,675 | 3,826,375 | 4,568,246 | 19.4% |
| 623 - Supplies Support | 820,222 | 484,063 | 650,267 | 34.3% |
| 631 - Professional Services | 2,179,541 | 2,006,282 | 1,892,083 | (5.7%) |
| 632 - Other Charges/Interagency | 4,679,369 | 6,208,575 | 4,915,815 | (20.8%) |
| 633 - General Acquisitions | 142,619 | 69,879 | 256,276 | 266.7% |
| 634 - Library Acquisitions | 399,985 | 401,197 | 271,817 | (32.2%) |
| Total Expenditures by Object | \$45,596,168 | \$46,435,934 | \$47,770,302 | 2.9% |

Louisiana Tech University
Quarterly Financial Reporting
Budgetary Basis
Fiscal Year Ending June 30, 2019

| Budgetary Accounts | 2017 | 2018 | 2019 | Percent Difference FY 18 to 19 |
|---|----------------------|----------------------|----------------------|-----------------------------------|
| Revenues | | | | |
| 400 - General Fund (Direct) | \$26,124,853 | \$27,128,500 | \$27,167,396 | 0.1% |
| 411 - Statutory Dedications - SELF | 1,810,409 | 1,971,250 | 1,917,763 | (2.7%) |
| 413 - Stat Ded - Calasieu Parish Fund | | | | 100.0% |
| 440 - Interagency Transfers | | | | 100.0% |
| 451 - FSG - General Registration Fees | 76,341,511 | 81,449,471 | 83,401,372 | 2.4% |
| 452 - FSG - Non-resident Fees | 18,735,441 | 9,948,362 | 9,684,544 | (2.7%) |
| 461 - Educational Activities/State Grants | 126,091 | 187,263 | 163,412 | (12.7%) |
| 471 - Other Sources | 3,520,823 | 3,690,787 | 3,885,914 | 5.3% |
| Total Revenues | \$126,659,128 | \$124,375,633 | \$126,220,401 | 1.5% |
| Expenditures by Function | | | | |
| 510 - Instruction | \$37,726,698 | \$38,901,274 | \$39,376,198 | 1.2% |
| 511 - Research | 11,144,428 | 12,303,841 | 12,362,378 | 0.5% |
| 512 - Public Service | 129,149 | 129,369 | 121,369 | (6.2%) |
| 513 - Academic Support | 9,533,968 | 9,793,905 | 11,110,040 | 13.4% |
| 521 - Student Services | 4,371,462 | 4,451,896 | 4,439,307 | (0.3%) |
| 522 - Institutional Support | 10,619,172 | 11,300,384 | 12,197,116 | 7.9% |
| 523 - Scholarships and Fellowships | 40,449,184 | 34,837,324 | 34,010,752 | (2.4%) |
| 524 - Operation and Maintenance of Plant | 9,292,427 | 9,265,000 | 9,210,601 | (0.6%) |
| 531 - Athletics | 3,392,640 | 3,392,640 | 3,392,640 | |
| 532 - Other | | | | |
| Total Expenditures by Function | \$126,659,128 | \$124,375,633 | \$126,220,401 | 1.5% |
| Expenditures by Object | | | | |
| 611 - Salaries | \$48,309,465 | \$50,605,411 | \$51,918,352 | 2.6% |
| 612 - Other Compensation | 1,583,524 | 1,507,054 | 1,637,355 | 8.6% |
| 613 - Related Benefits | 21,176,734 | 22,236,431 | 22,480,925 | 1.1% |
| 621 - Travel | 393,419 | 484,815 | 498,337 | 2.8% |
| 622 - Operating Services | 6,034,650 | 5,966,372 | 6,979,131 | 17.0% |
| 623 - Supplies Support | 1,504,214 | 1,520,918 | 1,257,904 | (17.3%) |
| 631 - Professional Services | 171,065 | 120,631 | 126,364 | 4.8% |
| 632 - Other Charges/Interagency | 45,784,841 | 40,216,413 | 39,485,539 | (1.8%) |
| 633 - General Acquisitions | 382,902 | 400,639 | 436,871 | 9.0% |
| 634 - Library Acquisitions | 1,318,314 | 1,316,949 | 1,399,623 | 6.3% |
| Total Expenditures by Object | \$126,659,128 | \$124,375,633 | \$126,220,401 | 1.5% |

McNeese State University
Quarterly Financial Reporting
Budgetary Basis
Fiscal Year Ending June 30, 2019

| Budgetary Accounts | 2017 | 2018 | 2019 | Percent Difference FY 18 to 19 |
|---|---------------------|---------------------|---------------------|-----------------------------------|
| Revenues | | | | |
| 400 - General Fund (Direct) | \$16,451,174 | \$16,700,736 | \$16,627,553 | (0.4%) |
| 411 - Statutory Dedications - SELF | 1,167,486 | 1,271,208 | 1,236,716 | (2.7%) |
| 413 - Stat Ded - Calasieu Parish Fund | 1,703,113 | 1,465,548 | 1,552,730 | 5.9% |
| 440 - Interagency Transfers | | | | 100.0% |
| 451 - FSG - General Registration Fees | 41,404,920 | 42,434,167 | 44,734,723 | 5.4% |
| 452 - FSG - Non-resident Fees | 3,401,546 | 2,359,046 | 1,861,853 | (21.1%) |
| 461 - Educational Activities/State Grants | | | | 100.0% |
| 471 - Other Sources | 563,562 | 849,501 | 1,182,161 | 39.2% |
| Total Revenues | \$64,691,801 | \$65,080,206 | \$67,195,736 | 3.3% |
| Expenditures by Function | | | | |
| 510 - Instruction | \$24,710,142 | \$27,636,745 | \$28,758,726 | 4.1% |
| 511 - Research | 2,495,908 | 287,018 | 307,052 | 7.0% |
| 512 - Public Service | | | | 100.0% |
| 513 - Academic Support | 5,645,853 | 5,980,646 | 6,655,959 | 11.3% |
| 521 - Student Services | 4,145,982 | 4,165,371 | 3,873,473 | (7.0%) |
| 522 - Institutional Support | 9,428,022 | 8,503,833 | 8,876,732 | 4.4% |
| 523 - Scholarships and Fellowships | 6,006,807 | 6,286,096 | 6,540,238 | 4.0% |
| 524 - Operation and Maintenance of Plant | 5,130,743 | 5,284,674 | 5,189,477 | (1.8%) |
| 531 - Athletics | 3,769,421 | 3,782,044 | 3,809,612 | 0.7% |
| 532 - Other | 3,358,923 | 3,153,779 | 3,184,467 | 1.0% |
| Total Expenditures by Function | \$64,691,801 | \$65,080,206 | \$67,195,736 | 3.3% |
| Expenditures by Object | | | | |
| 611 - Salaries | \$30,270,526 | \$30,614,752 | \$31,143,326 | 1.7% |
| 612 - Other Compensation | 630,896 | 596,086 | 730,970 | 22.6% |
| 613 - Related Benefits | 13,696,831 | 14,388,827 | 14,476,668 | 0.6% |
| 621 - Travel | 168,279 | 148,173 | 188,534 | 27.2% |
| 622 - Operating Services | 3,502,160 | 3,648,429 | 5,319,393 | 45.8% |
| 623 - Supplies Support | 537,944 | 530,399 | 534,542 | 0.8% |
| 631 - Professional Services | 279,523 | 279,197 | 218,007 | (21.9%) |
| 632 - Other Charges/Interagency | 14,598,918 | 13,622,352 | 14,001,088 | 2.8% |
| 633 - General Acquisitions | 843,122 | 1,032,388 | 467,935 | (54.7%) |
| 634 - Library Acquisitions | 163,602 | 219,603 | 115,273 | (47.5%) |
| Total Expenditures by Object | \$64,691,801 | \$65,080,206 | \$67,195,736 | 3.3% |

Nicholls State University
Quarterly Financial Reporting
Budgetary Basis
Fiscal Year Ending June 30, 2019

| Budgetary Accounts | 2017 | 2018 | 2019 | Percent Difference FY 18 to 19 |
|---|---------------------|---------------------|---------------------|-----------------------------------|
| Revenues | | | | |
| 400 - General Fund (Direct) | \$13,793,347 | \$13,983,559 | \$13,818,395 | (1.2%) |
| 411 - Statutory Dedications - SELF | 1,025,085 | 1,116,156 | 1,085,871 | (2.7%) |
| 413 - Stat Ded - Calasieu Parish Fund | | | | 100.0% |
| 440 - Interagency Transfers | | | | 100.0% |
| 451 - FSG - General Registration Fees | 36,773,197 | 39,312,577 | 40,640,819 | 3.4% |
| 452 - FSG - Non-resident Fees | 1,383,262 | 171,995 | 167,715 | (2.5%) |
| 461 - Educational Activities/State Grants | 168,005 | 145,956 | 193,495 | 32.6% |
| 471 - Other Sources | 1,858,539 | 1,871,579 | 2,115,702 | 13.0% |
| Total Revenues | \$55,001,435 | \$56,601,822 | \$58,021,997 | 2.5% |
| Expenditures by Function | | | | |
| 510 - Instruction | \$25,937,585 | \$26,986,319 | \$28,604,669 | 6.0% |
| 511 - Research | 390,275 | 395,092 | 429,485 | 8.7% |
| 512 - Public Service | | | | 100.0% |
| 513 - Academic Support | 5,564,672 | 5,485,085 | 5,014,142 | (8.6%) |
| 521 - Student Services | 2,984,871 | 3,036,850 | 3,236,115 | 6.6% |
| 522 - Institutional Support | 7,506,769 | 7,596,304 | 7,830,753 | 3.1% |
| 523 - Scholarships and Fellowships | 4,709,619 | 4,269,060 | 5,249,736 | 23.0% |
| 524 - Operation and Maintenance of Plant | 5,773,435 | 6,151,587 | 5,310,948 | (13.7%) |
| 531 - Athletics | 1,880,015 | 2,502,450 | 2,307,819 | (7.8%) |
| 532 - Other | 254,194 | 179,075 | 38,330 | (78.6%) |
| Total Expenditures by Function | \$55,001,435 | \$56,601,822 | \$58,021,997 | 2.5% |
| Expenditures by Object | | | | |
| 611 - Salaries | \$27,179,320 | \$27,766,973 | \$29,408,220 | 5.9% |
| 612 - Other Compensation | 306,090 | 359,494 | 375,586 | 4.5% |
| 613 - Related Benefits | 12,986,486 | 13,520,681 | 14,222,523 | 5.2% |
| 621 - Travel | 164,927 | 257,042 | 242,575 | (5.6%) |
| 622 - Operating Services | 3,779,543 | 3,946,611 | 3,085,653 | (21.8%) |
| 623 - Supplies Support | 1,113,088 | 1,324,330 | 967,668 | (26.9%) |
| 631 - Professional Services | 287,824 | 403,779 | 197,200 | (51.2%) |
| 632 - Other Charges/Interagency | 8,498,379 | 8,362,517 | 8,995,026 | 7.6% |
| 633 - General Acquisitions | 310,472 | 258,689 | 126,061 | (51.3%) |
| 634 - Library Acquisitions | 375,306 | 401,706 | 401,485 | (0.1%) |
| Total Expenditures by Object | \$55,001,435 | \$56,601,822 | \$58,021,997 | 2.5% |

Northwestern State University
Quarterly Financial Reporting
Budgetary Basis
Fiscal Year Ending June 30, 2019

| Budgetary Accounts | 2017 | 2018 | 2019 | Percent Difference FY 18 to 19 |
|---|---------------------|---------------------|---------------------|-----------------------------------|
| Revenues | | | | |
| 400 - General Fund (Direct) | \$19,061,952 | \$19,797,594 | \$20,194,770 | 2.0% |
| 411 - Statutory Dedications - SELF | 1,195,865 | 1,338,119 | 1,266,778 | (5.3%) |
| 413 - Stat Ded - Calasieu Parish Fund | | | | 100.0% |
| 440 - Interagency Transfers | 78,000 | 78,000 | 78,000 | |
| 451 - FSG - General Registration Fees | 53,177,185 | 58,487,628 | 59,437,174 | 1.6% |
| 452 - FSG - Non-resident Fees | 564,168 | 538,823 | 499,475 | (7.3%) |
| 461 - Educational Activities/State Grants | 13,923 | 16,951 | 13,516 | (20.3%) |
| 471 - Other Sources | 774,329 | 603,832 | 698,733 | 15.7% |
| Total Revenues | \$74,865,422 | \$80,860,947 | \$82,188,446 | 1.6% |
| Expenditures by Function | | | | |
| 510 - Instruction | \$33,099,435 | \$36,825,661 | \$37,578,530 | 2.0% |
| 511 - Research | 202,587 | 209,136 | 200,156 | (4.3%) |
| 512 - Public Service | 70,176 | 198,110 | 84,134 | (57.5%) |
| 513 - Academic Support | 5,760,136 | 6,140,800 | 6,284,817 | 2.3% |
| 521 - Student Services | 4,924,889 | 5,364,533 | 5,729,856 | 6.8% |
| 522 - Institutional Support | 9,441,749 | 10,193,417 | 9,818,957 | (3.7%) |
| 523 - Scholarships and Fellowships | 11,255,073 | 9,773,096 | 10,832,197 | 10.8% |
| 524 - Operation and Maintenance of Plant | 5,891,725 | 7,801,506 | 7,181,321 | (7.9%) |
| 531 - Athletics | 4,090,590 | 4,090,590 | 4,324,803 | 5.7% |
| 532 - Other | 129,062 | 264,098 | 153,675 | (41.8%) |
| Total Expenditures by Function | \$74,865,422 | \$80,860,947 | \$82,188,446 | 1.6% |
| Expenditures by Object | | | | |
| 611 - Salaries | \$35,665,385 | \$38,742,900 | \$40,058,272 | 3.4% |
| 612 - Other Compensation | 683,258 | 723,746 | 732,356 | 1.2% |
| 613 - Related Benefits | 15,094,053 | 16,447,856 | 17,111,095 | 4.0% |
| 621 - Travel | 259,369 | 384,777 | 412,479 | 7.2% |
| 622 - Operating Services | 5,622,201 | 6,731,379 | 6,172,653 | (8.3%) |
| 623 - Supplies Support | 529,146 | 1,109,543 | 728,555 | (34.3%) |
| 631 - Professional Services | 433,931 | 533,423 | 479,431 | (10.1%) |
| 632 - Other Charges/Interagency | 15,686,294 | 14,430,226 | 15,639,334 | 8.4% |
| 633 - General Acquisitions | 550,856 | 1,365,257 | 549,474 | (59.8%) |
| 634 - Library Acquisitions | 340,929 | 391,840 | 304,797 | (22.2%) |
| Total Expenditures by Object | \$74,865,422 | \$80,860,947 | \$82,188,446 | 1.6% |

Southeastern Louisiana University
Quarterly Financial Reporting
Budgetary Basis
Fiscal Year Ending June 30, 2019

| Budgetary Accounts | 2017 | 2018 | 2019 | Percent Difference FY 18 to 19 |
|---|----------------------|----------------------|----------------------|-----------------------------------|
| Revenues | | | | |
| 400 - General Fund (Direct) | \$26,898,731 | \$27,437,909 | \$27,150,053 | (1.0%) |
| 411 - Statutory Dedications - SELF | 1,895,000 | 2,063,356 | 2,007,370 | (2.7%) |
| 413 - Stat Ded - Calasieu Parish Fund | | | | 100.0% |
| 440 - Interagency Transfers | | | | 100.0% |
| 451 - FSG - General Registration Fees | 76,334,190 | 81,461,492 | 83,411,400 | 2.4% |
| 452 - FSG - Non-resident Fees | 5,441,845 | 4,742,058 | 4,110,365 | (13.3%) |
| 461 - Educational Activities/State Grants | 498,678 | 557,363 | 611,748 | 9.8% |
| 471 - Other Sources | 5,539,500 | 5,831,713 | 6,025,442 | 3.3% |
| Total Revenues | \$116,607,944 | \$122,093,891 | \$123,316,378 | 1.0% |
| Expenditures by Function | | | | |
| 510 - Instruction | \$54,220,645 | \$57,382,958 | \$60,456,862 | 5.4% |
| 511 - Research | 422,239 | 425,456 | 457,971 | 7.6% |
| 512 - Public Service | 1,529,355 | 1,612,802 | 1,659,062 | 2.9% |
| 513 - Academic Support | 10,879,012 | 11,877,430 | 10,614,353 | (10.6%) |
| 521 - Student Services | 6,112,656 | 6,626,446 | 7,181,267 | 8.4% |
| 522 - Institutional Support | 12,923,424 | 13,759,377 | 14,171,824 | 3.0% |
| 523 - Scholarships and Fellowships | 12,597,865 | 13,118,390 | 12,784,413 | (2.5%) |
| 524 - Operation and Maintenance of Plant | 14,395,529 | 14,109,593 | 13,066,315 | (7.4%) |
| 531 - Athletics | 3,527,219 | 3,181,439 | 2,924,311 | (8.1%) |
| 532 - Other | | | | 100.0% |
| Total Expenditures by Function | \$116,607,944 | \$122,093,891 | \$123,316,378 | 1.0% |
| Expenditures by Object | | | | |
| 611 - Salaries | \$57,507,058 | \$60,411,805 | \$63,748,016 | 5.5% |
| 612 - Other Compensation | 1,453,365 | 1,493,679 | 1,510,154 | 1.1% |
| 613 - Related Benefits | 24,546,893 | 26,497,135 | 27,637,565 | 4.3% |
| 621 - Travel | 678,415 | 784,312 | 861,010 | 9.8% |
| 622 - Operating Services | 8,646,208 | 9,594,131 | 8,764,997 | (8.6%) |
| 623 - Supplies Support | 1,886,047 | 1,796,117 | 1,865,753 | 3.9% |
| 631 - Professional Services | 430,131 | 933,890 | 468,656 | (49.8%) |
| 632 - Other Charges/Interagency | 17,421,615 | 17,575,220 | 16,833,666 | (4.2%) |
| 633 - General Acquisitions | 2,761,559 | 2,251,365 | 1,626,561 | (27.8%) |
| 634 - Library Acquisitions | 1,276,653 | 756,237 | | (100.0%) |
| Total Expenditures by Object | \$116,607,944 | \$122,093,891 | \$123,316,378 | 1.0% |

University of Louisiana at Lafayette
Quarterly Financial Reporting
Budgetary Basis
Fiscal Year Ending June 30, 2019

| Budgetary Accounts | 2017 | 2018 | 2019 | Percent Difference FY 18 to 19 |
|---|----------------------|----------------------|----------------------|-----------------------------------|
| Revenues | | | | |
| 400 - General Fund (Direct) | \$43,178,690 | \$45,215,717 | \$45,619,806 | 0.9% |
| 411 - Statutory Dedications - SELF | 2,441,034 | 2,657,900 | 2,585,782 | (2.7%) |
| 413 - Stat Ded - Calasieu Parish Fund | | | | 100.0% |
| 440 - Interagency Transfers | 185,000 | | 185,000 | 100.0% |
| 451 - FSG - General Registration Fees | 105,872,713 | 117,754,794 | 121,518,441 | 3.2% |
| 452 - FSG - Non-resident Fees | 9,216,973 | 7,555,087 | 6,920,391 | (8.4%) |
| 461 - Educational Activities/State Grants | | | | 100.0% |
| 471 - Other Sources | 4,849,839 | 6,129,644 | 7,005,723 | 14.3% |
| Total Revenues | \$165,744,249 | \$179,313,142 | \$183,835,143 | 2.5% |
| Expenditures by Function | | | | |
| 510 - Instruction | \$72,780,335 | \$75,249,430 | \$77,380,370 | 2.8% |
| 511 - Research | 9,603,888 | 14,775,694 | 14,447,610 | (2.2%) |
| 512 - Public Service | | | 185,000 | 100.0% |
| 513 - Academic Support | 15,659,407 | 18,296,779 | 18,347,452 | 0.3% |
| 521 - Student Services | 7,923,541 | 8,548,750 | 9,045,503 | 5.8% |
| 522 - Institutional Support | 29,573,198 | 29,181,422 | 30,628,105 | 5.0% |
| 523 - Scholarships and Fellowships | 16,314,693 | 18,370,906 | 18,817,430 | 2.4% |
| 524 - Operation and Maintenance of Plant | 13,889,187 | 14,890,161 | 14,983,673 | 0.6% |
| 531 - Athletics | | | | 100.0% |
| 532 - Other | | | | 100.0% |
| Total Expenditures by Function | \$165,744,249 | \$179,313,142 | \$183,835,143 | 2.5% |
| Expenditures by Object | | | | |
| 611 - Salaries | \$94,139,343 | \$100,477,975 | \$104,373,200 | 3.9% |
| 612 - Other Compensation | 1,599,599 | 1,642,449 | 1,403,290 | (14.6%) |
| 613 - Related Benefits | 36,075,069 | 39,175,730 | 40,351,353 | 3.0% |
| 621 - Travel | 378,554 | 501,349 | 531,510 | 6.0% |
| 622 - Operating Services | 13,238,560 | 14,982,824 | 14,579,530 | (2.7%) |
| 623 - Supplies Support | 1,847,813 | 1,791,778 | 1,686,965 | (5.8%) |
| 631 - Professional Services | 795,866 | 779,916 | 856,800 | 9.9% |
| 632 - Other Charges/Interagency | 17,669,445 | 19,538,717 | 19,679,804 | 0.7% |
| 633 - General Acquisitions | | 421,939 | 345,474 | (18.1%) |
| 634 - Library Acquisitions | | 465 | 27,217 | 5,753.1% |
| Total Expenditures by Object | \$165,744,249 | \$179,313,142 | \$183,835,143 | 2.5% |

University of Louisiana at Monroe
Quarterly Financial Reporting
Budgetary Basis
Fiscal Year Ending June 30, 2019

| Budgetary Accounts | 2017 | 2018 | 2019 | Percent Difference FY 18 to 19 |
|---|---------------------|---------------------|---------------------|--------------------------------------|
| Revenues | | | | |
| 400 - General Fund (Direct) | \$22,893,747 | \$23,937,086 | \$24,316,359 | 1.6% |
| 411 - Statutory Dedications - SELF | 1,727,641 | 1,881,129 | 1,830,088 | (2.7%) |
| 413 - Stat Ded - Calasieu Parish Fund | | | | 100.0% |
| 440 - Interagency Transfers | | | | 100.0% |
| 451 - FSG - General Registration Fees | 60,229,774 | 61,300,455 | 62,127,841 | 1.3% |
| 452 - FSG - Non-resident Fees | 2,646,978 | 1,576,498 | 1,256,000 | (20.3%) |
| 461 - Educational Activities/State Grants | 1,059,137 | 888,853 | 858,609 | (3.4%) |
| 471 - Other Sources | 791,821 | 595,153 | 762,760 | 28.2% |
| Total Revenues | \$89,349,098 | \$90,179,174 | \$91,151,657 | 1.1% |
| Expenditures by Function | | | | |
| 510 - Instruction | \$35,331,771 | \$34,877,006 | \$36,716,003 | 5.3% |
| 511 - Research | 3,457,565 | 4,457,955 | 4,433,999 | (0.5%) |
| 512 - Public Service | 158,409 | 139,835 | 166,162 | 18.8% |
| 513 - Academic Support | 5,025,924 | 4,956,776 | 5,197,887 | 4.9% |
| 521 - Student Services | 4,227,146 | 4,310,766 | 4,553,376 | 5.6% |
| 522 - Institutional Support | 12,198,003 | 13,342,951 | 12,725,365 | (4.6%) |
| 523 - Scholarships and Fellowships | 13,473,732 | 13,680,547 | 14,699,939 | 7.5% |
| 524 - Operation and Maintenance of Plant | 10,403,202 | 9,172,784 | 7,917,361 | (13.7%) |
| 531 - Athletics | 5,029,779 | 5,197,017 | 4,697,017 | (9.6%) |
| 532 - Other | 43,567 | 43,537 | 44,548 | 2.3% |
| Total Expenditures by Function | \$89,349,098 | \$90,179,174 | \$91,151,657 | 1.1% |
| Expenditures by Object | | | | |
| 611 - Salaries | \$39,153,741 | \$40,709,232 | \$41,830,013 | 2.8% |
| 612 - Other Compensation | 799,972 | 790,495 | 743,436 | (6.0%) |
| 613 - Related Benefits | 17,765,497 | 18,322,199 | 18,991,720 | 3.7% |
| 621 - Travel | 396,107 | 455,031 | 413,925 | (9.0%) |
| 622 - Operating Services | 8,883,258 | 7,883,539 | 6,760,706 | (14.2%) |
| 623 - Supplies Support | 1,499,766 | 1,328,668 | 1,244,167 | (6.4%) |
| 631 - Professional Services | 774,214 | 766,981 | 825,119 | 7.6% |
| 632 - Other Charges/Interagency | 18,716,228 | 19,066,883 | 19,675,990 | 3.2% |
| 633 - General Acquisitions | 1,045,479 | 481,760 | 473,883 | (1.6%) |
| 634 - Library Acquisitions | 314,836 | 374,386 | 192,698 | (48.5%) |
| Total Expenditures by Object | \$89,349,098 | \$90,179,174 | \$91,151,657 | 1.1% |

University of New Orleans
Quarterly Financial Reporting
Budgetary Basis
Fiscal Year Ending June 30, 2019

| Budgetary Accounts | 2017 | 2018 | 2019 | Percent Difference FY 18 to 19 |
|---|---------------------|---------------------|---------------------|---|
| Revenues | | | | |
| 400 - General Fund (Direct) | \$27,334,307 | \$26,562,492 | \$25,648,910 | (3.4%) |
| 411 - Statutory Dedications - SELF | 2,342,652 | 2,550,778 | 2,481,567 | (2.7%) |
| 413 - Stat Ded - Calasieu Parish Fund | | | | 100.0% |
| 440 - Interagency Transfers | | | | 100.0% |
| 451 - FSG - General Registration Fees | 55,484,235 | 55,991,132 | 58,901,745 | 5.2% |
| 452 - FSG - Non-resident Fees | 8,750,368 | 3,340,429 | 2,172,851 | (35.0%) |
| 461 - Educational Activities/State Grants | 261,857 | 341,622 | 352,149 | 3.1% |
| 471 - Other Sources | 1,110,240 | 1,256,810 | 1,552,216 | 23.5% |
| Total Revenues | \$95,283,659 | \$90,043,263 | \$91,109,438 | 1.2% |
| Expenditures by Function | | | | |
| 510 - Instruction | \$36,383,425 | \$34,993,090 | \$36,080,706 | 3.1% |
| 511 - Research | 4,651,546 | 4,235,152 | 5,523,197 | 30.4% |
| 512 - Public Service | 42,120 | 400 | 175 | (56.3%) |
| 513 - Academic Support | 8,918,012 | 9,893,841 | 10,233,208 | 3.4% |
| 521 - Student Services | 5,728,628 | 6,760,432 | 8,056,367 | 19.2% |
| 522 - Institutional Support | 13,871,848 | 15,198,900 | 14,281,236 | (6.0%) |
| 523 - Scholarships and Fellowships | 12,037,063 | 7,040,229 | 6,992,703 | (0.7%) |
| 524 - Operation and Maintenance of Plant | 11,872,725 | 9,967,971 | 7,941,846 | (20.3%) |
| 531 - Athletics | 1,901,198 | 2,045,349 | 2,000,000 | (2.2%) |
| 532 - Other | (122,906) | (92,101) | | (100.0%) |
| Total Expenditures by Function | \$95,283,659 | \$90,043,263 | \$91,109,438 | 1.2% |
| Expenditures by Object | | | | |
| 611 - Salaries | \$37,837,170 | \$37,969,987 | \$41,826,393 | 10.2% |
| 612 - Other Compensation | 3,798,141 | 3,516,931 | 3,274,607 | (6.9%) |
| 613 - Related Benefits | 16,463,830 | 16,749,271 | 17,681,295 | 5.6% |
| 621 - Travel | 225,641 | 249,911 | 315,124 | 26.1% |
| 622 - Operating Services | 13,266,421 | 11,804,533 | 9,928,203 | (15.9%) |
| 623 - Supplies Support | 1,851,202 | 3,062,741 | 2,642,514 | (13.7%) |
| 631 - Professional Services | 907,193 | 969,175 | 583,848 | (39.8%) |
| 632 - Other Charges/Interagency | 18,929,296 | 13,476,257 | 13,095,438 | (2.8%) |
| 633 - General Acquisitions | 705,875 | 913,176 | 740,529 | (18.9%) |
| 634 - Library Acquisitions | 1,298,890 | 1,331,281 | 1,021,487 | (23.3%) |
| Total Expenditures by Object | \$95,283,659 | \$90,043,263 | \$91,109,438 | 1.2% |

UNIVERSITY OF LOUISIANA SYSTEM

Auxiliary Financial Report

As of the Quarter Ended

June 30, 2019

| | Beginning Fund Balance | Year-to-Date Revenues | Projected/ Additional Revenues | Total Expected Revenues | Year-to-Date Expenses | Projected/ Additional Expenses | Total Expected Expenses | Mandatory Net Transfers In (Out) w/Projections | Current Yr. Operating Surplus (Deficit) | Non-Mandatory Net Transfers In (Out) w/Projections | Current Change in Fund Balance | Athletic & Consolidated Fund Balance |
|---|------------------------------|--------------------------|--------------------------------------|-------------------------------|--------------------------|--------------------------------------|-------------------------------|---|--|---|---|---|
| Athletics | (\$15,574,084) | \$57,171,577 | | \$57,171,577 | \$114,807,885 | | \$114,807,885 | (\$30,000) | (\$57,666,308) | \$50,565,779 | (\$7,100,529) | (\$22,674,613) |
| Contracted Services** | | 47,841,584 | | 47,841,584 | 40,285,410 | | 40,285,410 | (261,406) | 7,294,768 | (\$1,696,168) | 5,598,600 | |
| Dining Services (self-op'ed) | | | | | | | | | | | | |
| Student Housing (self-op'ed) | | 78,536,519 | | 78,536,519 | 47,793,980 | | 47,793,980 | (26,111,973) | 4,630,566 | \$293,854 | 4,924,420 | |
| Married Student Housing | | 980,734 | | 980,734 | 373,713 | | 373,713 | (17,874) | 589,147 | (\$5,965) | 583,182 | |
| Bookstore (self-operated) | | 7,676,296 | | 7,676,296 | 8,230,320 | | 8,230,320 | | (554,024) | \$270,249 | (283,775) | |
| Student Center/Union | | 9,984,699 | | 9,984,699 | 7,527,278 | | 7,527,278 | (15,082) | 2,442,339 | (\$265,962) | 2,176,377 | |
| Post Office | | 342,963 | | 342,963 | 316,342 | | 316,342 | | 26,621 | (\$94,831) | (68,210) | |
| Student Health Center | | 3,872,893 | | 3,872,893 | 3,843,983 | | 3,843,983 | | 28,910 | \$395,576 | 424,486 | |
| Vending | | 34,674 | | 34,674 | | | | | 34,674 | | 34,674 | |
| Card Services / Card ID | | 2,048,132 | | 2,048,132 | 1,905,523 | | 1,905,523 | | 142,609 | (\$6,693) | 135,916 | |
| Recreation / Wellness | | 6,983,277 | | 6,983,277 | 4,961,645 | | 4,961,645 | (1,074,558) | 947,074 | \$87,346 | 1,034,420 | |
| Print Shop | | 924,334 | | 924,334 | 913,751 | | 913,751 | | 10,583 | \$64,730 | 75,313 | |
| Power Plant/Utilities/ Telecommunications | | 7,104,922 | | 7,104,922 | 6,685,089 | | 6,685,089 | (449,952) | (30,119) | (\$10,780) | (40,899) | |
| Auxiliary Mgmt Overhead (Accting, utilities, etc.) | | 614,637 | | 614,637 | 6,530,936 | | 6,530,936 | (439,451) | (6,355,750) | (\$3,467,521) | (9,823,271) | |
| Intramural and Other (explain in attachmt) | | 11,608,673 | | 11,608,673 | 12,061,383 | | 12,061,383 | (325,000) | (777,710) | (\$2,610,031) | (3,387,741) | |
| Total (excluding Athletics) | 65,943,520 | 178,554,337 | | 178,554,337 | 141,429,353 | | 141,429,353 | (28,695,296) | 8,429,688 | (7,046,196) | 1,383,492 | 67,327,012 |
| Grand Total | \$50,369,436 | \$235,725,914 | | \$235,725,914 | \$256,237,238 | | \$256,237,238 | (\$28,725,296) | (\$49,236,620) | \$43,519,583 | (\$5,717,037) | \$44,652,399 |