

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

FINANCE COMMITTEE

April 25, 2024

Item I.1. **University of Louisiana at Lafayette’s** request for approval of an amended Affiliation Agreement with the University of Louisiana at Lafayette Foundation.

EXECUTIVE SUMMARY

The Board of Supervisors for the University of Louisiana System Policy and Procedures Memorandum FB-IV.(4a) requires an agreement or memorandum of understanding between the System or university and any non-profit 501(c)3 organization that wishes to be affiliated with the System or university. Each affiliated organization must be under the management and control of a separate board of directors elected by the contributing members or shareholders of the corporation.

The University requests to amend its current affiliation agreement with the University of Louisiana at Lafayette Foundation. The agreement would be amended as follows:

The “Disbursements” section on page 9 of the Affiliation Agreement is being amended so as to more accurately describe the Foundation’s responsibilities for disbursement made at the request of the University.

Section 3 under the heading “University Responsibilities” on page 11 is being amended to ensure that the University causes such affiliated entities, agents, contractors, and sub-contractors to use such Foundation funds in accordance with the terms and conditions imposed by testators and donors, within the limits of the law.

Miscellaneous Section under the heading “indemnification by the University” on page 16 is being amend to more accurately describe the limitations of indemnification as provided in LSA R.S. 38:2195.

With the exception of the three sections noted above, the Affiliation Agreement will remain unchanged.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette’s request for approval to amend its affiliation agreement with the University of Louisiana at Lafayette Foundation.*

Executive Summary

April 25, 2024

Page 2

BE IT FURTHER RESOLVED, that *Dr. E. Joseph Savoie, President of the University of Louisiana at Lafayette, is hereby designated and authorized to execute any and all documents necessary to execute this agreement.*

AND FURTHER, that *the University of Louisiana at Lafayette will provide the UL System Office with copies of all final executed documents for UL System and Board Files.*



April 4, 2024

Mr. Richard J. "Rick" Gallot, Jr., J.D.
President and CEO
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot:

This is the University of Louisiana at Lafayette's request for approval of amended Affiliation Agreement with the University of Louisiana at Lafayette Foundation ("Foundation"), effective April 25, 2024.

Pursuant to Board of Supervisors Policy on University Foundations and other Affiliate Organizations FB-IV. (4)a, the University is seeking approval of the proposed amendments to the Affiliation Agreement with the University of Louisiana at Lafayette Foundation, dated May 16, 2018:

- The "Disbursements" section on page 9 of the Affiliation Agreement is being amended so as to more accurately describe the Foundation's responsibilities for disbursements made at the request of the University.
- Section 3 under the heading "University Responsibilities" on page 11 is being amended to ensure that the University causes such affiliated entities, agents, contractors, and sub-contractors to use such Foundation funds in accordance with the terms and conditions imposed by testators and donors, within the limits of the law.
- Miscellaneous Section under the heading "Indemnification by the University" on page 16 is being amended to more accurately describe the limitations of indemnification as provided in LSA R.S. 38:2195.

With the exception of the three sections noted in this amendment to Affiliation Agreement, all other terms and provisions of the Affiliation Agreement remain unchanged and in full force and effect.

Please place this item on the agenda for the April 2024 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie".

E. Joseph Savoie
President

svc
Attachment

FIRST AMENDMENT TO AFFILIATION AGREEMENT

THIS FIRST AMENDMENT TO AFFILIATION AGREEMENT (this “Amendment”) is made effective this ___ day of _____, 2024 (the “Effective Date”) by and between University of Louisiana at Lafayette (the “University”) and University of Louisiana at Lafayette Foundation, a Louisiana nonprofit corporation (the “Foundation”).

W I T N E S S E T H

WHEREAS, the University and the Foundation previously entered into that certain Affiliation Agreement dated May 16, 2018 (the “Affiliation Agreement”); and

WHEREAS, the University and the Foundation desire to amend the Affiliation Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises, mutual covenants and promises hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment to Disbursements Section.** The section under the heading “Disbursements” shall be deleted in its entirety and replaced with the following:

The Foundation should provide services in such a manner that donors and prospects trust that their wishes will be respected regarding the use of their funds and their gifts will be used in the best interest of the University. All disbursements shall be made in accordance with donor intent, to the extent known, in conformity with the written provisions of any instrument governing disposition of the funds, and as provided in any policies and arrangements mutually determined by the University and the Foundation and in compliance with federal and state law. All requests by the University for funds from the Foundation for the University (such request called a “warrant”) must be approved by the President of the University and submitted to the Foundation in writing and with reasonable notice. Any request for funds by the University shall be made using a form agreed upon by the University and the Foundation.

2. **Amendment to University Responsibilities Section.** Section 3 under the heading “University Responsibilities” and the subheading “General” shall be deleted in its entirety and replaced with the following:

The University shall use and shall cause its other affiliated entities, agents, contractors, and sub-contractors, if and as applicable, to use such funds in

accordance with the terms and conditions as may be imposed by testators and donors, within the limits of the law.

3. **Amendment to Indemnification by the University Section.** The section under the heading “Indemnification by the University” shall be deleted in its entirety and replaced with the following:

The University agrees to indemnify, save and hold harmless the Foundation and its Board Members, officers, employees, and agents, against any and all claims, damages, liability, costs, expenses and attorney’s fees incurred as a result of any act or omission by the University, its employees, agents or sub-contractors relating to the provisions of this Agreement, except as may be prohibited by Louisiana R.S. 38:2195.

4. **Miscellaneous.** Except as specifically amended herein, all of the terms and provisions of the Affiliation Agreement shall remain in full force and effect as of the date hereof. To the extent of any conflict between the Affiliation Agreement and this Amendment, the terms and provisions of this Amendment shall control.

5. **Counterparts.** This Amendment may be executed in one or more counterparts, all of which shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment may be executed in electronic mail or telecopy (faxed) copies, and scanned or facsimile signatures shall be binding upon the parties.

[Signatures on following page]

IN WITNESS WHEREOF, this Amendment has been executed by the parties on the date first stated above.

UNIVERSITY OF LOUISIANA AT
LAFAYETTE

By: _____
Name: _____
Title: _____

UNIVERSITY OF LOUISIANA AT
LAFAYETTE FOUNDATION

By: _____
Name: _____
Title: _____

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

FINANCE COMMITTEE

April 25, 2024

Item I.2. **University of New Orleans'** request for approval of a Cooperative Endeavor Agreement with Christwood, a Louisiana non-profit corporation.

EXECUTIVE SUMMARY

Christwood is the holder of a construction permit issued by the Federal Communications Commission to construct a non-commercial education ("NCE") FM radio station, WCWD, in Covington, Louisiana. Christwood has no prior experience in constructing and operating a radio station and seeks assistance from a third party with such expertise. UNO is the broadcast station licensee of several NCE FM radio stations and has substantial expertise with FCC and broadcast station construction, engineering and operational matters and is willing to assist Christwood.

One of UNO's Noncommercial Educational (NCE) FM radio stations, WWNO, New Orleans, Louisiana, broadcasts an HD2 sub-channel where the programming format is classical music, which Christwood would like to broadcast at WCWD.

In return, UNO will retain the right to fundraise for its WWNO programming and operations on WCWD during the time that the WWNO HD2 classical music programming is being broadcast on WCWD. UNO fundraising would be limited to 1% of WCWD's on-air operations or 87.6 hours annually.

UNO agrees to reimburse Christwood a maximum of \$36,300 to cover Christwood's actual expenses incurred for UNO's use of the Station's airtime. UNO estimates its audience size will increase by 25% and could increase fundraising by at least \$50,000 as a result of the agreement.

The term of the agreement is 5 years and will expire on April 30, 2029.

RECOMMENDATION

It is requested 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 Christwood, a Louisiana non-profit corporation.*

BE IT FURTHER RESOLVED, that University of New Orleans shall obtain final review and approval from UL System Staff, legal counsel, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to the execution of documents.

BE IT FURTHER RESOLVED, that Dr. Kathy Johnson, President of the University of New Orleans, is hereby designated and authorized to execute any and all documents necessary to execute this agreement.

AND FURTHER, that University of New Orleans will provide the UL System Office with copies of all final executed documents for UL System and Board Files.



THE UNIVERSITY *of*
NEW ORLEANS
OFFICE OF THE PRESIDENT

April 2, 2024

Dr. Richard J. Gallot, Jr.
President
The University of Louisiana System
1201 North Third Street
Baton Rouge, LA 70802

Re: Cooperative Endeavor Agreement with Christwood

Dear Dr. Gallot,

On behalf of the University of New Orleans, I am requesting that the attached proposal to enter into a Cooperative Endeavor Agreement with Christwood, a Louisiana non-profit, be submitted to the University of Louisiana System Board Of Supervisors for its consideration and approval.

Thank you for your consideration.

Sincerely,

Kathy E. Johnson
President

**STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT FOR CONSULTING AND PROGRAMMING**

THIS COOPERATIVE ENDEAVOR, made and entered into this 5th day of March 2024 by and between the University of New Orleans, member of the University of Louisiana System of the State of Louisiana, hereinafter referred to as "State," "UNO," and/or "Agency" and Christwood, a Louisiana non-profit corporation officially domiciled at 100 Christwood Blvd., Covington, LA 70433 hereinafter referred to as "Contracting Party".

ARTICLE I

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14 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;"

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

1.3 WHEREAS, Agency has the authority to enter into this Agreement under Article VII, Section 14 of the Constitution of the State of Louisiana, Louisiana RS 38:2319.3 and RS 39:1643;

1.4 WHEREAS, the public purpose is to make the benefits of educational and public radio available to the inhabitants of Louisiana, and to further the education and cultural enrichment of its citizens;

1.5 WHEREAS, the Agency has 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;

1.7 WHEREAS, CONTRACTING PARTY is the holder of a construction permit issued by the Federal Communications Commission ("FCC") to construct non-commercial educational ("NCE") FM radio station WCWD in Covington, LA on channel 208 (89.5 MHz), Facility Id. 767498 (the "Station"), with said construction permit expires on April 8, 2025;

1.8 WHEREAS, Contracting Party has no prior experience in constructing and operating a radio station and seeks assistance from a third-party with such expertise;

1.9 WHEREAS, UNO is the broadcast station licensee of several NCE FM radio stations and has substantial expertise with FCC and broadcast station construction, engineering and operational matters and is willing to assist Contracting Party;

1.10 WHEREAS, one of UNO's NCE FM radio stations, WWNO, New Orleans, LA, broadcasts an HD2 sub-channel where the programming format is classical music;

1.11 WHEREAS, Contracting Party would like to broadcast WWNO's HD2 classical music programming over WCWD;

1.12 WHEREAS, the Communications Act of 1934, as amended (the "Act"), and FCC regulations and

policies require that Contracting Party, as an FCC broadcast station applicant, permittee or licensee, maintain complete control over station programming, personnel and finances at all times, and not allow a third party to execute influence over it in these areas; and

1.13 WHEREAS, Contracting Party and UNO wish to memorialize the terms of their agreement and relationship to ensure compliance with the Act and FCC regulations and policies.

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

ARTICLE II SCOPE OF SERVICES

2.1 Christwood is the holder of a construction permit issued by the Federal Communications Commission ("FCC") to construct non-commercial educational ("NCE") FM radio station WCWD in Covington, LA on channel 208 (89.5 MHz), Facility Id. 767498 (the "Station"), with said construction permit expires on April 8, 2025. Christwood has no prior experience in constructing and operating a radio station and seeks assistance from a third-party with such expertise, but as an FCC broadcast station permittee, must maintain complete control over station programming, personnel and finances at all times, and not allow a third party to execute influence over it in these areas.

2.2 UNO is the broadcast station licensee of several NCE FM radio stations and has substantial expertise with FCC and broadcast station construction, engineering and operational matters and is willing to assist Contracting Party. One of UNO's NCE FM radio stations, WWNO, New Orleans, LA, broadcasts an HD2 sub-channel where the programming format is classical music, which Christwood would like to broadcast over WCWD.

2.3 In return, UNO will retain the right to fundraise for its WWNO programming and operations on WCWD during the time that the WWNO HD2 classical music programming is being broadcast on WCWD. Notwithstanding the above, such fundraising shall be limited to not more than one percent (1%) of WCWD's on air operations (approximately 87.6 hours annually).

2.4 Contracting Party and UNO wish to memorialize the terms of their agreement and relationship to ensure compliance with the Act and FCC regulations and policies.

ARTICLE III DELIVERABLES

3.1 Construction

- A. UNO will provide Contracting Party assistance, advice and expertise to, at Contracting Party's sole direction and control, on property owned or leased by Contracting Party, construct, maintain and operate the authorized broadcast facilities in accordance with the FCC construction permit (and subsequent license to cover) issued to Contracting Party.
- B. Christwood will pay for and retain ownership of the equipment installed during such construction. Christwood agrees to provide access to the property owned or leased by them to UNO, its employees, consultants, and contractors, as may be reasonably requested, in order for UNO to provide its assistance, advice and expertise.

3.2 Programming

- A. UNO shall assist Contracting Party in developing and/or choosing the programming to be broadcast via WCWD.

- B. Christwood will broadcast UNO's WWNO HD2's classical music programming over the Station's facilities twenty-three hours per day in exchange for the services provided by UNO as outlined in this Agreement. Contracting Party may pre-empt UNO programming Contracting Party deems not to be in the public interest and to substitute Contracting Party programming for that presented by UNO, but only on the basis of *bona fide* public interest determinations.

3.3 Maintenance

- A. UNO will provide its assistance, advice and expertise, at Contracting Party's sole direction and control, to complete and file all FCC filings and reports for the licensing and operation of the Station.
- B. UNO will provide transmitter site maintenance services for WCWD equipment at its utilized tower sites, excluding the cost and warehousing of repair parts as needed to repair defective equipment.

3.4 Control

Notwithstanding any suggestion to the contrary elsewhere in this Agreement, Contracting Party, Christwood, shall retain complete control over Station operation at all times, including ultimate control over Station programming, personnel and finances."

**ARTICLE IV
PAYMENT TERMS**

4.1 A. In consideration of the services described above, Agency hereby agrees to reimburse the Contracting Party the maximum amount of \$36,300 per year to cover Contracting Party's actual expenses incurred by during Agency's use of the Station's airtime. Said maximum reimbursement may increase/decrease based on Contracting Party's actual expenses and the amount of airtime used by Agency. Currently, the reimbursement shall be based on:

- a. Radio Tower Lease – \$2,000 monthly (\$24,000 per year)
- b. Utility fee for Radio Tower Lease – \$1,000 monthly (\$12,000 per year)
- c. Music Licensing Fee \$300 annually

The Contracting Party shall submit monthly invoices to Agency within ten (10) days following the end of each calendar month. The Agency shall remit payment for such services within thirty (30) days following receipt of such invoice. The compensation for any extension of the initial term shall be subject to future agreement by the parties.

- B. In consideration of the services described above, Agency hereby agrees to provide benefits to the Contracting Party. Benefits will be received/provided in the following manner:
 - a. UNO will retain the right to fundraise for its WWNO programming and operations on WCWD during the time that the WWNO HD2 classical music programming is being broadcast on WCWD. WWNO HD2 classical currently raises approximately \$200,000 / year annually and this Agreement will increase the audience size by an estimated 25% in the St Tammany/Mandeville area, one of the wealthiest areas in the State. As such, the anticipated value of this agreement for UNO is conservatively estimated at \$50,000 annually.
 - b. Also, this enables WWNO to cross promote its main News Station to this expanded classical audience, which will lead to additional listenership on that station as well.

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 Agency, unless agreed upon in writing by the parties.

4.3 Payments under this agreement will be allowed only for expenditures occurring between and including the dates of *(authorized beginning date)* and *(authorized ending date)*, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of funds and upon the approval of this agreement by the University of Louisiana System Management Board.

4.4 Taxes: Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be Contracting Party's obligation and identified under Federal tax identification number 72-1192571.

ARTICLE V
TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of Contracting Party to comply with the terms and/or conditions of the agreement; provided that the State shall give Contracting Party written notice specifying Contracting Party's failure. If within thirty (30) days after receipt of such notice, Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place Contracting Party in default and the agreement shall terminate on the date specified in such notice.

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

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to Contracting Party. Upon receipt of notice, Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this Agreement. Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

6.2 The Contracting Party may terminate the agreement at any time by giving thirty (30) days written notice to the State. Upon receipt of notice, the State shall, unless the notice directs otherwise, immediately discontinue its services in connection with the performance of this Agreement. The State shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII
OWNERSHIP

7.1 All records, reports, documents and other material delivered or transmitted to Contracting Party by the State shall remain the property of the State and shall be returned by Contracting Party to the State, at Contracting Party's expense, at termination or expiration of this agreement. All records, reports, documents,

or other material related to this agreement and/or obtained or prepared by Contracting Party in connection with performance of the services contracted for herein shall be and remain the property of the Contracting Party, and shall, upon request, be returned by the State to the Contracting Party at the State's expense at termination or expiration of this agreement.

7.2 Furthermore, at any time during the term of this Agreement, and finally at the end of this engagement, Agency shall have the right to require the Contracting Party to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within twenty (20) days of receipt of written notice issued by Agency; provided, however, such request shall be reasonable, and not result in an undue administrative burden on Contracting Party.

7.3 Confidentiality. The above referenced work product shall be held confidential by the Contracting Party and shall not be shared with any other entity without the express consent of Agency.

7.4 Copyright. No work product, including records, reports, documents, memoranda or notes obtained or prepared by the Contracting Party under this Agreement shall be the subject of any copyright or application for copyright on behalf of the Contracting Party.

ARTICLE VIII **ASSIGNMENT**

8.1 Neither Party shall assign any interest in this agreement, nor transfer any interest in same (whether by assignment or novation), without prior written consent of the other Party; provided however, that claims for money due or to become due to Contracting Party from the Agency 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 Agency.

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 Contracting Party 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 goals and objectives.

ARTICLE X **AUDITOR'S 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 auditing all records and accounts of Contracting Party which relate to this agreement.

10.2 Contractor and any subcontractors paid under this agreement shall maintain all books and records pertaining to this agreement for a period of three (3) years after the date of final payment under the prime contract and any subcontract entered into under this agreement.

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, executed by all parties and approved by the University of Louisiana System Management Board.

ARTICLE XII
FISCAL FUNDING 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 Agency to provide services as to such current or succeeding fiscal year, as the case may be, and said Agreement shall become null and void as to such current or succeeding fiscal year, as the case may be, 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 CONTRACT

13.1 This agreement shall begin on May 1, 2024, and shall terminate on April 30, 2029, unless sooner terminated as provided in Paragraphs V and VI.

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, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. 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, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

ARTICLE XV
INDEMNIFICATION; INSURANCE

15.1 A. The Contracting Party shall indemnify and save harmless Agency against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against Agency growing out of, resulting from, or by reason of any act or omission of the Contracting Party, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include Agency's fees and costs of litigation, including, but not limited to, reasonable attorney's fees. The Contracting Party shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

B. The Agency shall indemnify and save harmless Contracting Party against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against Contracting Party growing out of, resulting from, or by reason of any act or omission of the Agency, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include Contracting Party's fees and costs of litigation, including, but not limited to, reasonable attorney's fees. The Agency shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

15.2 The Agency shall indemnify, defend and hold Contracting Party harmless against any and all liability for libel, slander, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of programming by Agency on the Station. The obligations under this Section shall survive any termination of this Agreement.

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 Agency 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.), the Communications Act of 1934, as amended, and the rules and regulations of the FCC 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 Agency for the purposes set forth in this Agreement. The relationship between the Contracting Party and Agency shall be, and only be, that of an independent contractor and nothing contained in this Agreement constitutes or shall be interpreted as constituting, a joint venture, partnership or other legal arrangement between Agency and Contracting Party, or in any way granting or entitling Agency or Contracting Party to any ownership, voting control or other legal status with respect to the other. Agency and Contracting Party are, and throughout the term hereof, shall continue to be, operated completely independent of the other, and no officer or director of Agency or Contracting Party serves or shall serve on the other's board of directors or as an officer of the other. Agency and Contracting Party have no agreement, written or oral, whether arising out of this Agreement or otherwise, to merge themselves or to supplant the others' board of directors with its own.

ARTICLE XXI

ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE

21.1 Agency 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 Agency 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. (Contracts between public entities that provide for the shared use of employees may need to provide language addressing this.)

ARTICLE XXII

ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE

22.1 Agency and the Contracting Party expressly declare and acknowledge that the Contracting Party is an independent contractor and, as such, is being engaged by Agency 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 Agency 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 Agency'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 Agency for the purpose of unemployment compensation coverage. (Contracts between public entities that provide for the shared use of employees, may need to provide language addressing this.)

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 knowingly 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. (Local political subdivisions may want to modify this language to provide

for prohibitions against employment of any of its employees by the third-party contractor to avoid any potential Code of Governmental Ethics issues.)

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, Agency shall have the right to annul this Agreement without liability or, in Agency'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 In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

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:

University of New Orleans
2000 Lakeshore Drive
New Orleans, LA 70148

Christwood
c/o L. Stephen Holzhalb, III
Executive Officer
100 Christwood Blvd.
Covington, LA 70433

ARTICLE XXVIII

NO ACQUISITION RIGHTS

The parties do not intend to create hereby, and nothing contained herein shall constitute or be construed to constitute, any right of Agency to purchase or otherwise become licensee of the Station. In the event Contracting Party elects to cease operations of WCWD, Agency would be offered the first right of refusal to purchase WCWD assets and assume WCWD-related lease/equipment purchase obligation in effect at the time of sale.

[Remainder of page left blank]

THUS DONE AND SIGNED AT New Orleans, Louisiana on the 2 day, of April, 2024

WITNESSES:

UNIVERSITY OF NEW ORLEANS

Eileen Tooley
Regan Spike

Kathy E. Johnson
Kathy E. Johnson, Ph.D.,
President

THUS DONE AND SIGNED AT Covington, Louisiana on the 27 day, of March, 2024

WITNESSES:

CHRISTWOOD

Iris Blundell
Patrick Crosby

L. Stephen Holzhalb, III
L. Stephen Holzhalb, III,
Executive Officer

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

FINANCE COMMITTEE

April 25, 2024

Item I.3. University of New Orleans' request for approval of a lease with AT&T.

EXECUTIVE SUMMARY

UNO requests approval of a lease of roof space on the UNO Engineering Building to New Cingular Wireless, PCS, LLC "AT&T." AT&T would provide all labor, supervision, supplies, and transportation costs to install cellular antennae on the roof of the UNO Engineering Building.

AT&T will be responsible for maintenance and repairs to the Facility, including, but not limited to, receivers, transmitters, and antennae, and the premises where the Facility would be placed. AT&T will also be responsible for all operating expenses of the Facility, including utilities.

AT&T will pay UNO \$49,894.78 annually with an annual adjustment of 3%.

The Lease will commence upon signature and would terminate on December 31, 2034. The agreement may be renewed for two additional 10-year periods with agreement of both parties.

RECOMMENDATION

It is requested 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 lease with AT&T.*

***BE IT FURTHER RESOLVED,** that University of New Orleans shall obtain final review and approval from UL System Staff, legal counsel, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to the execution of documents.*

***BE IT FURTHER RESOLVED,** that Dr. Kathy Johnson, President of University of New Orleans, is hereby designated and authorized to execute any and all documents necessary to execute this agreement.*

***AND FURTHER,** that University of New Orleans will provide the UL System Office with copies of all final executed documents for UL System and Board Files.*



I.3.

THE UNIVERSITY *of*
NEW ORLEANS
OFFICE OF THE PRESIDENT

March 21, 2024

Dr. Richard J. Gallot, Jr.
President
The University of Louisiana System
1201 North Third Street
Baton Rouge, LA 70802

Re: University of New Orleans

Dear Dr. Gallot,

The University of New Orleans requests approval of Lease a Roof Space on Engineering Building on the University of New Orleans Campus to New Cingular Wireless, PCS, LLC "AT&T".

Thank you for your consideration.

Sincerely,

Kathy E. Johnson, Ph.D.
President

Lease of Roof Space on Engineering Building on The University of New Orleans Campus

1. CONTRACT

Be it known that the University of New Orleans (hereinafter sometimes referred to as "University") and New Cingular Wireless, PCS, LLC "AT&T" (hereinafter sometimes referred to as "Lessee") do hereby enter into this contract under the following terms and conditions.

2. SCOPE OF SERVICE

Lessee hereby agrees to furnish the following services:

The Lessee will provide all labor, supervision, supplies, and transportation to lease rooftop space on the Engineering Building for the purposes of hosting cellular antennae. The Engineering Building currently has space leased for these purposes as described in UNO's Invitation for Bid #BBL2795 (IFB), Addendum 1 and AT&T's Bid submitted in response to the IFB.

The Premises shall be used for the installation and operation of a facility for the transmission of wireless telecommunications.

The Lessee shall use the Premises to transmit and receive on frequencies as assigned by the FCC. No frequency shall be allowed to interfere with frequencies used by the University as part of its educational, research or public service missions, or otherwise to interfere with University's parking control system, all of which are existing as of the Commencement Date. In addition, the Bidder will resolve technical interference problems with other University's or other Lessee's equipment located on or about the premises on the Commencement Date or any equipment that becomes attached on or about the Premises by Lessee at any future date.

Lessee's antennae and/or equipment shall be shielded and grounded to prevent stray current and resulting electrolytic corrosion to any of University's property or facilities.

Lessee's equipment installations are to be on hot dipped or stainless-steel galvanized steel platforms elevated 2 feet – 6 inches (2'6") above the roof.

The Lessee is responsible for all maintenance and repairs necessary to the Facility, including, but not limited to, the BTS receivers, transmitters and antennae, and the Premises upon which the Facility is placed. Any roof work shall be done only by an University approved roofing company.

Lessee shall not install or permit installation of signs on or about the Premises other than those required by local, state or federal governmental agencies.

Facility

The University will provide space, **Option A (~370 sf)** on the roof of Engineering Building.

The Lessee shall be responsible for all required facility modifications, including any modifications that may be required to avoid any interference with the installation or operation of the currently

leased areas or operations of the University. Any modifications necessary to avoid disruption to the currently leased areas or operations of the University shall solely be the responsibility of the Lessee. All such facility modifications and/or changes must be approved by and shall immediately become the property of the University.

Peaceful Possession

University warrants to Lessee that University is the sole owner of the Premises and has the full right and authority to lease the Premises to Lessee hereunder. University covenants that for and in consideration of the amounts hereinafter stipulated to be paid by Lessee for the performance by Lessee of the covenants herein contained on the part and behalf of the Lessee to be performed, the Lessee shall be maintained in peaceful and undisturbed possession and enjoyment of the rights in the Premises granted herein during the primary term and any renewal thereof. University agrees to deliver, and Lessee agrees to accept the Premises in "As Is" Condition.

Ownership and Risk of Loss

Equipment provided by the Lessee will remain the property of the Lessee. The risk of loss for the equipment will be borne by the Lessee. The Lessee will hold the University harmless from any claims for personal injury, death or property damage resulting from the Lessee's operation of the proposed facility.

Alterations to the Premises

The Lessee will be granted the right to make at its expense additional improvements and alterations to the Premises, which it deems desirable or necessary, provided that a description of said improvements or alterations must be approved in advance in writing by the University, which approval shall not unreasonably be withheld, conditioned, or delayed. Lessee shall retain the right to remove the Facility, including BTS (Base Transceiver Station), receivers, transmitters, and antennas and all other of Lessee's property, provided that Lessee shall repair any damage to the Premises caused by such removal and except as otherwise provided herein, all other improvements and additions may, at the option of the Lessee, become and remain the property of the University. Equipment installations are to be on hot dipped or stainless-steel galvanized steel platforms elevated 2 feet - 6 inches (2'6") above the roof.

Repairs and Maintenance

The Lessee will be responsible for all maintenance and repairs are necessary to the Facility, including but not limited to, the BTS, receivers, transmitters and antennas, and the Premises upon which the Facility is placed. Any roof work shall be done only by a UNO approved roofing company.

The Lessee shall have twenty-four hour, 7 days per week access to the Premises in order to make necessary repairs, however. Lessee and/or its personnel requiring 24/7 access will be required to pass security checks and be included in UNO card access where required. Buildings without card access are secured with key access. After-hour access will require coordination with and be through the UNO Police Department who will be available 24 hours per day, 7 days per week. Valid picture ID will be required. The University will provide Lessee with departmental telephone numbers and personnel to contact in an emergency so that twenty-four hour a day access to the Premises is possible. Lessee shall also have pedestrian and vehicular ingress and egress from such other property of University as needed for access to the Premises.

Operation Expenses and Coordination

The Lessee shall be responsible for all operating expenses of the proposed facility, including utilities. The facility will be metered separately, and all utility charges will be paid by the University and billed to the Lessee for prompt reimbursement.

The University shall use its best efforts to minimize alterations and repairs to the Premises which might interfere with, suspend cut-off or terminate access to or use of the Facility of the Lessee. Except in the case of an emergency, the University shall notify Lessee in writing at least three (3) business days in advance of any repairs, alterations, additions or improvements to be made with respect to the maintenance and operations of the Premises or of any planned utility or other shutdowns associated with the Premises. In no event shall University be liable to Lessee for any damages Lessee may incur as a result of University's activities on or about the Premises except to the extent there is physical damage to the Facility caused by the negligence or intentional misconduct of University, its employee, agents, representative or lessees.

3. CONTRACT MODIFICATIONS

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) Lessee change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this contract.

4. HEADINGS

Descriptive headings in this contract are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

5. LEASE PRICE

The lease price and consideration for this Agreement is made at the annual rate prescribed in the Lessee's Bid at an amount of Forty-Nine Thousand Eight Hundred Ninety-Four Dollars and Twenty Eight Cents (\$48,894.28) with an annual adjustment of Three (3%) Percent.

6. PERMITS, LICENSES, TAXES, CODES, ETC

The Lessee will be responsible for all permits, licenses and taxes associated with the operation of Lessee's enterprise, as well as compliance with all Federal, State and Local Laws and regulations relating to ownership and operation. State agencies are exempt from all State and local sales and use taxes.

7. TERMINATION

The University has the right to terminate this contract immediately for any of the following reasons: (a) misrepresentation by the Lessee; (b) Lessee's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Lessee towards an employee or agent of the State; (e) Lessee's intentional violation of the Louisiana Procurement Code (La. R.S.

39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

8. TERMINATION OF THIS CONTRACT FOR CAUSE

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

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

9. TERMINATION OF THIS CONTRACT FOR CONVENIENCE

The University may terminate this contract for convenience at any time (1) by giving sixty (60) days written notice to the Lessee of such termination; or (2) by negotiating with the Lessee an effective date. The Lessee shall pay the University revenues up to the date of termination.

The Lessee may terminate this contract for convenience at any time (1) by giving sixty (60) days written notice to the Lessee of such termination; or (2) by negotiating with the University an effective date. The Lessee shall pay the University revenues up to the date of termination.

10. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of this contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this contract, this contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

11. OWNERSHIP

All records, reports, documents, or other material related to this contract and/or obtained or prepared by the Lessee in connection with the performance of the services contracted for herein shall become the property of the University, and shall, upon request, be returned by the Lessee to the University, at the Lessee's expense, at termination or expiration of this contract.

All records, reports, documents and other material delivered or transmitted to the Lessee by the University shall remain the property of the University and shall be returned by the Lessee to the University at the Lessee's expense, at termination or expiration of this contract.

12. USE OF UNIVERSITY'S FACILITIES

Any property of the University furnished to the Lessee shall, unless otherwise provided herein, or approved by the University, be used only for the performance of this contract.

The Lessee shall be responsible for any loss or damage to property of the University and/or University which results from willful misconduct or lack of good faith on the part of the Lessee or which results from the failure on the part of the Lessee to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the University in like condition, except for normal wear and tear, to that in which it was furnished to the Lessee. Upon the occurrence of loss, or destruction of, or damage to property of the University, the Lessee shall notify the University thereof and shall take all reasonable steps to protect that property from further damage. Lessee shall not be responsible for loss or damage caused by unauthorized persons or acts of vandalism.

The Lessee shall surrender to the University all property of the University prior to settlement upon completion, termination, or cancellation of this contract. All references to the Lessee under this section shall include any of its employees, agents, or sublessee.

University warrants that facility is in compliance with all federal, state, and local laws at time of possession by Lessee. Lessee assumes no responsibility or liability for repairs or maintenance to university-owned structures, fixtures, or equipment unless such damage is caused by negligence of the Lessee. The University agrees to comply with all federal, state, and local (as applicable) building, facility, structural, and health codes (except as in regards to water quality and safety), laws, and regulations and shall hold Lessee harmless for such. University shall be responsible for all expenses related to maintaining or bringing the facility up to code; Lessee assumes no liability for bringing the facility, its equipment, or any structures up to code or compliance. Lessee assumes no liability for damages, injury, or death caused by University's structures; fixtures, or equipment unless such claim was caused by Lessee's negligence.

13. WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

14. WARRANTIES

Lessee warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

Lessee further warrants that it has the right to provide and or license its product to the University and that it will operate in accordance with this contract. In the event of a material failure of Lessee's product to function and operate, and/or failure by the Lessee to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the University, the University will not be obligated to compensate the Lessee of any costs incurred by Lessee.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

15. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts

of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

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

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

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Lessee believes that it may be enjoined, Lessee shall have the right, at its own expense and sole discretion as the University's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the University the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of the Contract. Any injunction that is issued against the University which prevents the University from utilizing the Lessee's product in excess of six (6) months and for which the Lessee has not obtained for the University or provided to the University one of the alternatives set forth in the foregoing sentence is cause for the University to terminate the Contract. In the event of such termination, the University will not be obligated to compensate the Lessee for any costs incurred by the Lessee.

For all other claims against the Lessee where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Lessee's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Lessee under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Lessee is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional

operating savings.

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

16. INSURANCE AND BONDS

16.1. INSURANCE

Lessee will be required to provide the University with Certificates of adequate insurance indicating coverage required in the Invitation for Bid. The Lessee shall maintain the insurance for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

17. LICENSES AND PERMITS

Lessee shall secure and maintain all licenses and permits and pay inspection fees required to do the work required to complete this contract, if applicable.

18. SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

19. SUBLESSEES

The Lessee may enter into subcontracts with third parties for the performance of any part of the Lessee's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Lessee to the University for any breach in the performance of the Lessee's duties. The Lessee will be the single point of contact for all sublessee work.

20. SUBSTITUTION OF PERSONNEL

If, during the term of this contract, the Lessee or sublessee cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Lessee that every reasonable attempt shall be made to assign the personnel listed in the Lessee's bid.

The University shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

21. ASSIGNMENT

Lessee shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the University. This provision shall not be construed to prohibit the Lessee from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University.

22. CODE OF ETHICS

The Lessee acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Lessee agrees to immediately notify the University if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

23. CONFIDENTIALITY

The following provision will apply unless the University's statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the University's operations which are designated confidential by the University and made available to the Lessee in order to carry out this contract, shall be protected by the Lessee from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the University. The identification of all such confidential data and information as well as the University's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the University in writing to the Lessee. If the methods and procedures employed by the Lessee for the protection of the Lessee's data and information are deemed by the University to be adequate for the protection of the University's confidential information, such methods and procedures may be used, with the written consent of the University, to carry out the intent of this paragraph. The Lessee shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Lessee's possession, is independently developed by the Lessee outside the scope of the contract or is rightfully obtained from third parties.

24. CONTRACT CONTROVERSIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

25. RIGHT TO AUDIT

The University's Internal Auditors, the State of Louisiana Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

26. LESSEE'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

Lessee has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

27. LESSEE'S COOPERATION/CLOSE-OUT

The Lessee has the duty to fully cooperate with the University and provide any and all requested information, documentation, etc. to the University when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Lessee shall not limit or impede the University's right to audit or to withhold University owned documents.

28. SECURITY

Lessee's personnel will comply with all security regulations in effect at the University's premises, and externally for materials and property belonging to the University or to the project. Where special security precautions are warranted (e.g., correctional facilities), the University shall provide such procedures to the Lessee, accordingly. Lessee is responsible for promptly reporting to the University any known breach of security.

29. TERM OF CONTRACT

This Contract will commence on the date of execution and shall continue through December 31, 2034, unless otherwise terminated in accordance with the Termination provision of this Contract. At the option of the University and acceptance of the Lessee, this contract may be extended for four additional two (2) ten-year periods at the same prices, terms, and conditions provided the Lessee makes Ten Thousand Dollars (\$10,000.00) in improvements per ten-year period.

30. COMMENCEMENT OF WORK

No work shall be performed by Lessee and the University shall not be bound until such time as this Contract is fully executed between the University and the Lessee and all required approvals are obtained.

31. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Lessee agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Lessee agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

32. RECORD RETENTION

The Lessee shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

33. ANTI-KICKBACK CLAUSE

The Lessee hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Lessee or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise

entitled.

34. CLEAN AIR ACT

The Lessee hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection University (EPA) list of Violating Facilities.

35. ENERGY POLICY AND CONSERVATION ACT

The Lessee hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

36. CLEAN WATER ACT

The Lessee hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection University (EPA) List of Violating Facilities.

37. ANTI-LOBBYING AND DEBARMENT ACT

The Lessee will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

38. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this contract. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

39. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

40. ORDER OF PRECEDENCE

The Invitation for Bid and the Lessee's Bid, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the IFB and/or the Lessee's Bid, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the IFB and finally, the Lessee's Bid.

THUS DONE AND SIGNED AT _____ on this ____ day of _____, 20____, and,
IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

AT&T SIGNATURE:

By: _____

Title: _____

THUS DONE AND SIGNED AT New Orleans, Louisiana on this _____ day of _____, 20____, and,
IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

UNIVERSITY OF NEW ORLEANS SIGNATURE:

By: _____

Title: _____

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

FINANCE COMMITTEE

April 25, 2024

Item I.4. **University of New Orleans'** request for approval of a lease with T-Mobile Central, LLC.

EXECUTIVE SUMMARY

UNO requests approval of a lease of roof space on the Engineering Building on the UNO campus to T-Mobile Central. T-Mobile will provide all labor, supervision, supplies, and transportation costs to install a cellular antenna on the roof of the UNO Engineering Building.

T-Mobile will be responsible for maintenance and repairs to the Facility, including, but not limited to, receivers, transmitters, and antennae, and the premises where the Facility would be placed. T-Mobile would also be responsible for all operating expenses of the Facility, including utilities.

T-Mobile will pay UNO \$47,518.36 annually with an annual adjustment of 3%.

The Lease would commence upon signature and would terminate on December 31, 2034. The agreement may be renewed for two additional 10-year periods with agreement of both parties.

RECOMMENDATION

It is requested 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 lease with T-Mobile Central, LLC.*

***BE IT FURTHER RESOLVED,** that University of New Orleans shall obtain final review and approval from UL System Staff, legal counsel, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to the execution of documents.*

***BE IT FURTHER RESOLVED,** that Dr. Kathy Johnson, President of University of New Orleans, is hereby designated and authorized to execute any and all documents necessary to execute this agreement.*

***AND FURTHER,** that University of New Orleans will provide the UL System Office with copies of all final executed documents for UL System and Board Files.*



I.4.

THE UNIVERSITY *of*
NEW ORLEANS
OFFICE OF THE PRESIDENT

March 21, 2024

Dr. Richard J. Gallot, Jr.
President
The University of Louisiana System
1201 North Third Street
Baton Rouge, LA 70802

Re: University of New Orleans

Dear Dr. Gallot,

The University of New Orleans requests approval of Lease a Roof Space on Engineering Building on the University of New Orleans Campus to T-Mobile Central, LLC.

Thank you for your consideration.

Sincerely,

Kathy E. Johnson, Ph.D.
President

Lease of Roof Space on Engineering Building on The University of New Orleans Campus

1. CONTRACT

Be it known that the University of New Orleans (hereinafter sometimes referred to as "University") and T-Mobile Central LLC (hereinafter sometimes referred to as "Lessee") do hereby enter into this contract under the following terms and conditions.

2. SCOPE OF SERVICE

Lessee hereby agrees to furnish the following services:

The Lessee will provide all labor, supervision, supplies, and transportation to lease rooftop space on the Engineering Building for the purposes of hosting cellular antennae. The Engineering Building currently has space leased for these purposes as described in UNO's Invitation for Bid #BBL2795 (IFB), Addendum 1 and T-Mobile Central LLC's Bid submitted in response to the IFB.

The Premises shall be used for the installation and operation of a facility for the transmission of wireless telecommunications.

The Lessee shall use the Premises to transmit and receive on frequencies as assigned by the FCC. No frequency shall be allowed to interfere with frequencies used by the University as part of its educational, research or public service missions, or otherwise to interfere with University's parking control system, all of which are existing as of the Commencement Date. In addition, the Bidder will resolve technical interference problems with other University's or other Lessee's equipment located on or about the premises on the Commencement Date or any equipment that becomes attached on or about the Premises by Lessee at any future date.

Lessee's antennae and/or equipment shall be shielded and grounded to prevent stray current and resulting electrolytic corrosion to any of University's property or facilities.

Lessee's equipment installations are to be on hot dipped or stainless-steel galvanized steel platforms elevated 2 feet – 6 inches (2'6") above the roof.

The Lessee is responsible for all maintenance and repairs necessary to the Facility, including, but not limited to, the BTS receivers, transmitters and antennae, and the Premises upon which the Facility is placed. Any roof work shall be done only by an University approved roofing company.

Lessee shall not install or permit installation of signs on or about the Premises other than those required by local, state or federal governmental agencies.

Facility

The University will provide space, **Option B (~300 sf)** on the roof of Engineering Building.

The Lessee shall be responsible for all required facility modifications, including any modifications that may be required to avoid any interference with the installation or operation of the currently

leased areas or operations of the University. Any modifications necessary to avoid disruption to the currently leased areas or operations of the University shall solely be the responsibility of the Lessee. All such facility modifications and/or changes must be approved by and shall immediately become the property of the University.

Peaceful Possession

University warrants to Lessee that University is the sole owner of the Premises and has the full right and authority to lease the Premises to Lessee hereunder. University covenants that for and in consideration of the amounts hereinafter stipulated to be paid by Lessee for the performance by Lessee of the covenants herein contained on the part and behalf of the Lessee to be performed, the Lessee shall be maintained in peaceful and undisturbed possession and enjoyment of the rights in the Premises granted herein during the primary term and any renewal thereof. University agrees to deliver, and Lessee agrees to accept the Premises in "As Is" Condition.

Ownership and Risk of Loss

Equipment provided by the Lessee will remain the property of the Lessee. The risk of loss for the equipment will be borne by the Lessee. The Lessee will hold the University harmless from any claims for personal injury, death or property damage resulting from the Lessee's operation of the proposed facility.

Alterations to the Premises

The Lessee will be granted the right to make at its expense additional improvements and alterations to the Premises, which it deems desirable or necessary, provided that a description of said improvements or alterations must be approved in advance in writing by the University, which approval shall not unreasonably be withheld, conditioned, or delayed. Lessee shall retain the right to remove the Facility, including BTS (Base Transceiver Station), receivers, transmitters, and antennas and all other of Lessee's property, provided that Lessee shall repair any damage to the Premises caused by such removal and except as otherwise provided herein, all other improvements and additions may, at the option of the Lessee, become and remain the property of the University. Equipment installations are to be on hot dipped or stainless-steel galvanized steel platforms elevated 2 feet - 6 inches (2'6") above the roof.

Repairs and Maintenance

The Lessee will be responsible for all maintenance and repairs are necessary to the Facility, including but not limited to, the BTS, receivers, transmitters and antennas, and the Premises upon which the Facility is placed. Any roof work shall be done only by a UNO approved roofing company.

The Lessee shall have twenty-four hour, 7 days per week access to the Premises in order to make necessary repairs, however. Lessee and/or its personnel requiring 24/7 access will be required to pass security checks and be included in UNO card access where required. Buildings without card access are secured with key access. After-hour access will require coordination with and be through the UNO Police Department who will be available 24 hours per day, 7 days per week. Valid picture ID will be required. The University will provide Lessee with departmental telephone numbers and personnel to contact in an emergency so that twenty-four hour a day access to the Premises is possible. Lessee shall also have pedestrian and vehicular ingress and egress from such other property of University as needed for access to the Premises.

Operation Expenses and Coordination

The Lessee shall be responsible for all operating expenses of the proposed facility, including utilities. The facility will be metered separately, and all utility charges will be paid by the University and billed to the Lessee for prompt reimbursement.

The University shall use its best efforts to minimize alterations and repairs to the Premises which might interfere with, suspend cut-off or terminate access to or use of the Facility of the Lessee. Except in the case of an emergency, the University shall notify Lessee in writing at least three (3) business days in advance of any repairs, alterations, additions or improvements to be made with respect to the maintenance and operations of the Premises or of any planned utility or other shutdowns associated with the Premises. In no event shall University be liable to Lessee for any damages Lessee may incur as a result of University's activities on or about the Premises except to the extent there is physical damage to the Facility caused by the negligence or intentional misconduct of University, its employee, agents, representative or lessees.

3. CONTRACT MODIFICATIONS

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) Lessee change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this contract.

4. HEADINGS

Descriptive headings in this contract are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

5. LEASE PRICE

The lease price and consideration for this Agreement is made at the annual rate prescribed in the Lessee's Bid at an amount of Forty-Seven Thousand Five Hundred Eighteen Dollars and Thirty Six Cents (\$47,518.36) with an annual adjustment of Three (3%) Percent.

6. PERMITS, LICENSES, TAXES, CODES, ETC

The Lessee will be responsible for all permits, licenses and taxes associated with the operation of Lessee's enterprise, as well as compliance with all Federal, State and Local Laws and regulations relating to ownership and operation. State agencies are exempt from all State and local sales and use taxes.

7. TERMINATION

The University has the right to terminate this contract immediately for any of the following reasons: (a) misrepresentation by the Lessee; (b) Lessee's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Lessee towards an employee or agent of the State; (e) Lessee's intentional violation of the Louisiana Procurement Code (La. R.S.

39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

8. TERMINATION OF THIS CONTRACT FOR CAUSE

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

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

9. TERMINATION OF THIS CONTRACT FOR CONVENIENCE

The University may terminate this contract for convenience at any time (1) by giving sixty (60) days written notice to the Lessee of such termination; or (2) by negotiating with the Lessee an effective date. The Lessee shall pay the University revenues up to the date of termination.

The Lessee may terminate this contract for convenience at any time (1) by giving sixty (60) days written notice to the Lessee of such termination; or (2) by negotiating with the University an effective date. The Lessee shall pay the University revenues up to the date of termination.

10. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of this contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this contract, this contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

11. OWNERSHIP

All records, reports, documents, or other material related to this contract and/or obtained or prepared by the Lessee in connection with the performance of the services contracted for herein shall become the property of the University, and shall, upon request, be returned by the Lessee to the University, at the Lessee's expense, at termination or expiration of this contract.

All records, reports, documents and other material delivered or transmitted to the Lessee by the University shall remain the property of the University and shall be returned by the Lessee to the University at the Lessee's expense, at termination or expiration of this contract.

12. USE OF UNIVERSITY'S FACILITIES

Any property of the University furnished to the Lessee shall, unless otherwise provided herein, or approved by the University, be used only for the performance of this contract.

The Lessee shall be responsible for any loss or damage to property of the University and/or University which results from willful misconduct or lack of good faith on the part of the Lessee or which results from the failure on the part of the Lessee to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the University in like condition, except for normal wear and tear, to that in which it was furnished to the Lessee. Upon the occurrence of loss, or destruction of, or damage to property of the University, the Lessee shall notify the University thereof and shall take all reasonable steps to protect that property from further damage. Lessee shall not be responsible for loss or damage caused by unauthorized persons or acts of vandalism.

The Lessee shall surrender to the University all property of the University prior to settlement upon completion, termination, or cancellation of this contract. All references to the Lessee under this section shall include any of its employees, agents, or sublessee.

University warrants that facility is in compliance with all federal, state, and local laws at time of possession by Lessee. Lessee assumes no responsibility or liability for repairs or maintenance to university-owned structures, fixtures, or equipment unless such damage is caused by negligence of the Lessee. The University agrees to comply with all federal, state, and local (as applicable) building, facility, structural, and health codes (except as in regards to water quality and safety), laws, and regulations and shall hold Lessee harmless for such. University shall be responsible for all expenses related to maintaining or bringing the facility up to code; Lessee assumes no liability for bringing the facility, its equipment, or any structures up to code or compliance. Lessee assumes no liability for damages, injury, or death caused by University's structures, fixtures, or equipment unless such claim was caused by Lessee's negligence.

13. WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

14. WARRANTIES

Lessee warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

Lessee further warrants that it has the right to provide and or license its product to the University and that it will operate in accordance with this contract. In the event of a material failure of Lessee's product to function and operate, and/or failure by the Lessee to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the University, the University will not be obligated to compensate the Lessee of any costs incurred by Lessee.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts

of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

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

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

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Lessee believes that it may be enjoined, Lessee shall have the right, at its own expense and sole discretion as the University's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the University the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of the Contract. Any injunction that is issued against the University which prevents the University from utilizing the Lessee's product in excess of six (6) months and for which the Lessee has not obtained for the University or provided to the University one of the alternatives set forth in the foregoing sentence is cause for the University to terminate the Contract. In the event of such termination, the University will not be obligated to compensate the Lessee for any costs incurred by the Lessee.

For all other claims against the Lessee where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, **Lessee's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Lessee under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Lessee is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional

operating savings.

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

16. INSURANCE AND BONDS

16.1. INSURANCE

Lessee will be required to provide the University with Certificates of adequate insurance indicating coverage required in the Invitation for Bid. The Lessee shall maintain the insurance for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

17. LICENSES AND PERMITS

Lessee shall secure and maintain all licenses and permits and pay inspection fees required to do the work required to complete this contract, if applicable.

18. SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

19. SUBLESSEES

The Lessee may enter into subcontracts with third parties for the performance of any part of the Lessee's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Lessee to the University for any breach in the performance of the Lessee's duties. The Lessee will be the single point of contact for all sublessee work.

20. SUBSTITUTION OF PERSONNEL

If, during the term of this contract, the Lessee or sublessee cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Lessee that every reasonable attempt shall be made to assign the personnel listed in the Lessee's bid.

The University shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

21. ASSIGNMENT

Lessee shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the University. This provision shall not be construed to prohibit the Lessee from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University.

22. CODE OF ETHICS

The Lessee acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Lessee agrees to immediately notify the University if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

23. CONFIDENTIALITY

The following provision will apply unless the University's statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the University's operations which are designated confidential by the University and made available to the Lessee in order to carry out this contract, shall be protected by the Lessee from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the University. The identification of all such confidential data and information as well as the University's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the University in writing to the Lessee. If the methods and procedures employed by the Lessee for the protection of the Lessee's data and information are deemed by the University to be adequate for the protection of the University's confidential information, such methods and procedures may be used, with the written consent of the University, to carry out the intent of this paragraph. The Lessee shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Lessee's possession, is independently developed by the Lessee outside the scope of the contract or is rightfully obtained from third parties.

24. CONTRACT CONTROVERSIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

25. RIGHT TO AUDIT

The University's Internal Auditors, the State of Louisiana Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

26. LESSEE'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

Lessee has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

27. LESSEE'S COOPERATION/CLOSE-OUT

The Lessee has the duty to fully cooperate with the University and provide any and all requested information, documentation, etc. to the University when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Lessee shall not limit or impede the University's right to audit or to withhold University owned documents.

28. SECURITY

Lessee's personnel will comply with all security regulations in effect at the University's premises, and externally for materials and property belonging to the University or to the project. Where special security precautions are warranted (e.g., correctional facilities), the University shall provide such procedures to the Lessee, accordingly. Lessee is responsible for promptly reporting to the University any known breach of security.

29. TERM OF CONTRACT

This Contract will commence on the date of execution and shall continue through December 31, 2034, unless otherwise terminated in accordance with the Termination provision of this Contract. At the option of the University and acceptance of the Lessee, this contract may be extended for four additional two (2) ten-year periods at the same prices, terms, and conditions provided the Lessee makes Ten Thousand Dollars (\$10,000.00) in improvements per ten-year period.

30. COMMENCEMENT OF WORK

No work shall be performed by Lessee and the University shall not be bound until such time as this Contract is fully executed between the University and the Lessee and all required approvals are obtained.

31. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Lessee agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Lessee agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

32. RECORD RETENTION

The Lessee shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

33. ANTI-KICKBACK CLAUSE

The Lessee hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Lessee or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise

entitled.

34. CLEAN AIR ACT

The Lessee hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection University (EPA) list of Violating Facilities.

35. ENERGY POLICY AND CONSERVATION ACT

The Lessee hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

36. CLEAN WATER ACT

The Lessee hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection University (EPA) List of Violating Facilities.

37. ANTI-LOBBYING AND DEBARMENT ACT

The Lessee will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

38. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this contract. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

39. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

40. ORDER OF PRECEDENCE

The Invitation for Bid and the Lessee's Bid, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the IFB and/or the Lessee's Bid, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the IFB and finally, the Lessee's Bid.

THUS DONE AND SIGNED AT _____ on this _____ day of _____, 20____, and,
IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

T-MOBILE CENTRAL LLC SIGNATURE:

By: _____
Title: _____

THUS DONE AND SIGNED AT New Orleans, Louisiana on this _____ day of _____, 20____, and,
IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

UNIVERSITY OF NEW ORLEANS SIGNATURE:

By: _____
Title _____

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

FINANCE COMMITTEE

April 25, 2024

Item I.5. **University of New Orleans'** request for approval of a lease with Cellco Partnership dba Verizon Wireless.

EXECUTIVE SUMMARY

UNO requests approval of a lease of roof space on the UNO Engineering Building to Cellco Partnership dba Verizon Wireless. Verizon will provide all labor, supervision, supplies, and transportation costs to install cellular antennae on the roof of the UNO Engineering Building.

Verizon will be responsible for maintenance and repairs to the Facility, including, but not limited to, receivers, transmitters and antennae, and to the premises where the Facility would be placed. Verizon will also be responsible for all operating expenses of the Facility, including utilities.

Verizon will pay UNO \$49,894.78 annually for the lease, and with an annual adjustment of 2%.

The Lease will commence upon signature and will terminate on December 31, 2034. The agreement may be renewed for two additional 10-year periods with agreement of both parties.

RECOMMENDATION

It is requested 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 lease with Cellco Partnership dba Verizon Wireless.*

***BE IT FURTHER RESOLVED,** that University of New Orleans shall obtain final review and approval from UL System Staff, legal counsel, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to the execution of documents.*

***BE IT FURTHER RESOLVED,** that Dr. Kathy Johnson, President of University of New Orleans, is hereby designated and authorized to execute any and all documents necessary to execute this agreement.*

***AND FURTHER,** that University of New Orleans will provide the UL System Office with copies of all final executed documents for UL System and Board Files.*



I.5.

THE UNIVERSITY *of*
NEW ORLEANS
OFFICE OF THE PRESIDENT

March 21, 2024

Dr. Richard J. Gallot, Jr.
President
The University of Louisiana System
1201 North Third Street
Baton Rouge, LA 70802

Re: University of New Orleans

Dear Dr. Gallot,

The University of New Orleans requests approval of Lease a Roof Space on Engineering Building on the University of New Orleans Campus to Cellco Partnership dba Verizon Wireless.

Thank you for your consideration.

Sincerely,

Kathy E. Johnson, Ph.D.
President

Lease of Roof Space on Engineering Building on The University of New Orleans Campus

1. CONTRACT

Be it known that the University of New Orleans (hereinafter sometimes referred to as "University") and Cellco Partnership dba Verizon Wireless (hereinafter sometimes referred to as "Lessee") do hereby enter into this contract under the following terms and conditions.

2. SCOPE OF SERVICE

Lessee hereby agrees to furnish the following services:

The Lessee will provide all labor, supervision, supplies, and transportation to lease rooftop space on the Engineering Building for the purposes of hosting cellular antennae. The Engineering Building currently has space leased for these purposes as described in UNO's Invitation for Bid #BBL2795 (IFB), Addendum 1 and Verizon Wireless's Bid submitted in response to the IFB.

The Premises shall be used for the installation and operation of a facility for the transmission of wireless telecommunications.

The Lessee shall use the Premises to transmit and receive on frequencies as assigned by the FCC. No frequency shall be allowed to interfere with frequencies used by the University as part of its educational, research or public service missions, or otherwise to interfere with University's parking control system, all of which are existing as of the Commencement Date. In addition, the Bidder will resolve technical interference problems with other University's or other Lessee's equipment located on or about the premises on the Commencement Date or any equipment that becomes attached on or about the Premises by Lessee at any future date.

Lessee's antennae and/or equipment shall be shielded and grounded to prevent stray current and resulting electrolytic corrosion to any of University's property or facilities.

Lessee's equipment installations are to be on hot dipped or stainless-steel galvanized steel platforms elevated 2 feet – 6 inches (2'6") above the roof.

The Lessee is responsible for all maintenance and repairs necessary to the Facility, including, but not limited to, the BTS receivers, transmitters and antennae, and the Premises upon which the Facility is placed. Any roof work shall be done only by an University approved roofing company.

Lessee shall not install or permit installation of signs on or about the Premises other than those required by local, state or federal governmental agencies.

Facility

The University will provide space, **Option C (~470 sf)** on the roof of Engineering Building.

The Lessee shall be responsible for all required facility modifications, including any modifications that may be required to avoid any interference with the installation or operation of the currently

leased areas or operations of the University. Any modifications necessary to avoid disruption to the currently leased areas or operations of the University shall solely be the responsibility of the Lessee. All such facility modifications and/or changes must be approved by and shall immediately become the property of the University.

Peaceful Possession

University warrants to Lessee that University is the sole owner of the Premises and has the full right and authority to lease the Premises to Lessee hereunder. University covenants that for and in consideration of the amounts hereinafter stipulated to be paid by Lessee for the performance by Lessee of the covenants herein contained on the part and behalf of the Lessee to be performed, the Lessee shall be maintained in peaceful and undisturbed possession and enjoyment of the rights in the Premises granted herein during the primary term and any renewal thereof. University agrees to deliver, and Lessee agrees to accept the Premises in "As Is" Condition.

Ownership and Risk of Loss

Equipment provided by the Lessee will remain the property of the Lessee. The risk of loss for the equipment will be borne by the Lessee. The Lessee will hold the University harmless from any claims for personal injury, death or property damage resulting from the Lessee's operation of the proposed facility.

Alterations to the Premises

The Lessee will be granted the right to make at its expense additional improvements and alterations to the Premises, which it deems desirable or necessary, provided that a description of said improvements or alterations must be approved in advance in writing by the University, which approval shall not unreasonably be withheld, conditioned, or delayed. Lessee shall retain the right to remove the Facility, including BTS (Base Transceiver Station), receivers, transmitters, and antennas and all other of Lessee's property, provided that Lessee shall repair any damage to the Premises caused by such removal and except as otherwise provided herein, all other improvements and additions may, at the option of the Lessee, become and remain the property of the University. Equipment installations are to be on hot dipped or stainless-steel galvanized steel platforms elevated 2 feet - 6 inches (2'6") above the roof.

Repairs and Maintenance

The Lessee will be responsible for all maintenance and repairs are necessary to the Facility, including but not limited to, the BTS, receivers, transmitters and antennas, and the Premises upon which the Facility is placed. Any roof work shall be done only by a UNO approved roofing company.

The Lessee shall have twenty-four hour, 7 days per week access to the Premises in order to make necessary repairs, however. Lessee and/or its personnel requiring 24/7 access will be required to pass security checks and be included in UNO card access where required. Buildings without card access are secured with key access. After-hour access will require coordination with and be through the UNO Police Department who will be available 24 hours per day, 7 days per week. Valid picture ID will be required. The University will provide Lessee with departmental telephone numbers and personnel to contact in an emergency so that twenty-four hour a day access to the Premises is possible. Lessee shall also have pedestrian and vehicular ingress and egress from such other property of University as needed for access to the Premises.

Operation Expenses and Coordination

The Lessee shall be responsible for all operating expenses of the proposed facility, including utilities. The facility will be metered separately, and all utility charges will be paid by the University and billed to the Lessee for prompt reimbursement.

The University shall use its best efforts to minimize alterations and repairs to the Premises which might interfere with, suspend cut-off or terminate access to or use of the Facility of the Lessee. Except in the case of an emergency, the University shall notify Lessee in writing at least three (3) business days in advance of any repairs, alterations, additions or improvements to be made with respect to the maintenance and operations of the Premises or of any planned utility or other shutdowns associated with the Premises. In no event shall University be liable to Lessee for any damages Lessee may incur as a result of University's activities on or about the Premises except to the extent there is physical damage to the Facility caused by the negligence or intentional misconduct of University, its employee, agents, representative or lessees.

3. CONTRACT MODIFICATIONS

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) Lessee change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this contract.

4. HEADINGS

Descriptive headings in this contract are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

5. LEASE PRICE

The lease price and consideration for this Agreement is made at the annual rate prescribed in the Lessee's Bid at an amount of Forty-Nine Thousand Eight Hundred Ninety-Four Dollars and Seventy Eight Cents (\$49,894.78) with an annual adjustment of Two (2%) Percent.

6. PERMITS, LICENSES, TAXES, CODES, ETC

The Lessee will be responsible for all permits, licenses and taxes associated with the operation of Lessee's enterprise, as well as compliance with all Federal, State and Local Laws and regulations relating to ownership and operation. State agencies are exempt from all State and local sales and use taxes.

7. TERMINATION

The University has the right to terminate this contract immediately for any of the following reasons: (a) misrepresentation by the Lessee; (b) Lessee's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Lessee towards an employee or agent of the State; (e) Lessee's intentional violation of the Louisiana Procurement Code (La. R.S.

39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

8. TERMINATION OF THIS CONTRACT FOR CAUSE

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

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

9. TERMINATION OF THIS CONTRACT FOR CONVENIENCE

The University may terminate this contract for convenience at any time (1) by giving sixty (60) days written notice to the Lessee of such termination; or (2) by negotiating with the Lessee an effective date. The Lessee shall pay the University revenues up to the date of termination.

The Lessee may terminate this contract for convenience at any time (1) by giving sixty (60) days written notice to the Lessee of such termination; or (2) by negotiating with the University an effective date. The Lessee shall pay the University revenues up to the date of termination.

10. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of this contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this contract, this contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

11. OWNERSHIP

All records, reports, documents, or other material related to this contract and/or obtained or prepared by the Lessee in connection with the performance of the services contracted for herein shall become the property of the University, and shall, upon request, be returned by the Lessee to the University, at the Lessee's expense, at termination or expiration of this contract.

All records, reports, documents and other material delivered or transmitted to the Lessee by the University shall remain the property of the University and shall be returned by the Lessee to the University at the Lessee's expense, at termination or expiration of this contract.

12. USE OF UNIVERSITY'S FACILITIES

Any property of the University furnished to the Lessee shall, unless otherwise provided herein, or approved by the University, be used only for the performance of this contract.

The Lessee shall be responsible for any loss or damage to property of the University and/or University which results from willful misconduct or lack of good faith on the part of the Lessee or which results from the failure on the part of the Lessee to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the University in like condition, except for normal wear and tear, to that in which it was furnished to the Lessee. Upon the occurrence of loss, or destruction of, or damage to property of the University, the Lessee shall notify the University thereof and shall take all reasonable steps to protect that property from further damage. Lessee shall not be responsible for loss or damage caused by unauthorized persons or acts of vandalism.

The Lessee shall surrender to the University all property of the University prior to settlement upon completion, termination, or cancellation of this contract. All references to the Lessee under this section shall include any of its employees, agents, or sublessee.

University warrants that facility is in compliance with all federal, state, and local laws at time of possession by Lessee. Lessee assumes no responsibility or liability for repairs or maintenance to university-owned structures, fixtures, or equipment unless such damage is caused by negligence of the Lessee. The University agrees to comply with all federal, state, and local (as applicable) building, facility, structural, and health codes (except as in regards to water quality and safety), laws, and regulations and shall hold Lessee harmless for such. University shall be responsible for all expenses related to maintaining or bringing the facility up to code; Lessee assumes no liability for bringing the facility, its equipment, or any structures up to code or compliance. Lessee assumes no liability for damages, injury, or death caused by University's structures, fixtures, or equipment unless such claim was caused by Lessee's negligence.

13. WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

14. WARRANTIES

Lessee warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

Lessee further warrants that it has the right to provide and or license its product to the University and that it will operate in accordance with this contract. In the event of a material failure of Lessee's product to function and operate, and/or failure by the Lessee to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the University, the University will not be obligated to compensate the Lessee of any costs incurred by Lessee.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

15. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts

of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

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

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

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Lessee believes that it may be enjoined, Lessee shall have the right, at its own expense and sole discretion as the University's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the University the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of the Contract. Any injunction that is issued against the University which prevents the University from utilizing the Lessee's product in excess of six (6) months and for which the Lessee has not obtained for the University or provided to the University one of the alternatives set forth in the foregoing sentence is cause for the University to terminate the Contract. In the event of such termination, the University will not be obligated to compensate the Lessee for any costs incurred by the Lessee.

For all other claims against the Lessee where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Lessee's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Lessee under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Lessee is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional

operating savings.

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

16. INSURANCE AND BONDS

16.1. INSURANCE

Lessee will be required to provide the University with Certificates of adequate insurance indicating coverage required in the Invitation for Bid. The Lessee shall maintain the insurance for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

17. LICENSES AND PERMITS

Lessee shall secure and maintain all licenses and permits and pay inspection fees required to do the work required to complete this contract, if applicable.

18. SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

19. SUBLESSEES

The Lessee may enter into subcontracts with third parties for the performance of any part of the Lessee's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Lessee to the University for any breach in the performance of the Lessee's duties. The Lessee will be the single point of contact for all sublessee work.

20. SUBSTITUTION OF PERSONNEL

If, during the term of this contract, the Lessee or sublessee cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Lessee that every reasonable attempt shall be made to assign the personnel listed in the Lessee's bid.

The University shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

21. ASSIGNMENT

Lessee shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the University. This provision shall not be construed to prohibit the Lessee from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University.

22. CODE OF ETHICS

The Lessee acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Lessee agrees to immediately notify the University if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

23. CONFIDENTIALITY

The following provision will apply unless the University's statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the University's operations which are designated confidential by the University and made available to the Lessee in order to carry out this contract, shall be protected by the Lessee from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the University. The identification of all such confidential data and information as well as the University's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the University in writing to the Lessee. If the methods and procedures employed by the Lessee for the protection of the Lessee's data and information are deemed by the University to be adequate for the protection of the University's confidential information, such methods and procedures may be used, with the written consent of the University, to carry out the intent of this paragraph. The Lessee shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Lessee's possession, is independently developed by the Lessee outside the scope of the contract or is rightfully obtained from third parties.

24. CONTRACT CONTROVERSIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

25. RIGHT TO AUDIT

The University's Internal Auditors, the State of Louisiana Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

26. LESSEE'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

Lessee has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

27. LESSEE'S COOPERATION/CLOSE-OUT

The Lessee has the duty to fully cooperate with the University and provide any and all requested information, documentation, etc. to the University when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Lessee shall not limit or impede the University's right to audit or to withhold University owned documents.

28. SECURITY

Lessee's personnel will comply with all security regulations in effect at the University's premises, and externally for materials and property belonging to the University or to the project. Where special security precautions are warranted (e.g., correctional facilities), the University shall provide such procedures to the Lessee, accordingly. Lessee is responsible for promptly reporting to the University any known breach of security.

29. TERM OF CONTRACT

This Contract will commence on the date of execution and shall continue through December 31, 2034, unless otherwise terminated in accordance with the Termination provision of this Contract. At the option of the University and acceptance of the Lessee, this contract may be extended for four additional two (2) ten-year periods at the same prices, terms, and conditions provided the Lessee makes Ten Thousand Dollars (\$10,000.00) in improvements per ten-year period.

30. COMMENCEMENT OF WORK

No work shall be performed by Lessee and the University shall not be bound until such time as this Contract is fully executed between the University and the Lessee and all required approvals are obtained.

31. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Lessee agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Lessee agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

32. RECORD RETENTION

The Lessee shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

33. ANTI-KICKBACK CLAUSE

The Lessee hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which

provides that each Lessee or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

34. CLEAN AIR ACT

The Lessee hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection University (EPA) list of Violating Facilities.

35. ENERGY POLICY AND CONSERVATION ACT

The Lessee hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

36. CLEAN WATER ACT

The Lessee hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection University (EPA) List of Violating Facilities.

37. ANTI-LOBBYING AND DEBARMENT ACT

The Lessee will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

38. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this contract. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

39. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

40. ORDER OF PRECEDENCE

The Invitation for Bid and the Lessee's Bid, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the IFB and/or the Lessee's Bid, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the IFB and finally, the Lessee's Bid.

THUS DONE AND SIGNED AT _____ on this ____ day of ____, 20__, and,
IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

VERIZON WIRELESS SIGNATURE:

By: _____

Title: _____

THUS DONE AND SIGNED AT New Orleans, Louisiana on this _____ day of ____, 20__, and,
IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

UNIVERSITY OF NEW ORLEANS SIGNATURE:

By: _____

Title _____

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

FINANCE COMMITTEE

April 25, 2024

Item I.6. **University of Louisiana System’s** request for approval to establish LEQSF (8g) Endowed Professorships and Endowed First Generation Scholarships.

EXECUTIVE SUMMARY

In 1989, the Louisiana Legislature created the Louisiana Education Quality Support Fund (LEQSF), referred to as “8g,” which provides for multiple \$20,000, \$40,000, and \$400,000 grants to be awarded upon receipt of \$80,000, \$60,000 or \$600,000 in private donations for the establishment of endowed professorships and first-generation scholarships, graduate scholarships, or endowed chairs, respectively. The law further requires that the appropriate management board authorize the establishment of such endowments prior to submission to the Board of Regents for matching funds. The following endowments are requested for establishment:

Grambling State University

1. AKA-HBCU Endowed Scholarship Fund
2. Hunt Forest Products, LLC Endowed Scholarship
3. Joel L. Fletcher, Jr. and Ralph W.E. Jones Sr. Scholarship
4. Modestine Gill Knighton and Beaver Knighton Scholarship Fund
5. Rick Gallot Endowed Scholarship Fund
6. Diageo North America, Inc. Endowed Scholarship Fund
7. Annie McConnell Brown Endowed Scholarship
8. Dr. Neari F. Warner Endowed Student Scholarship
9. Miechelle O. Willis Endowed Student Athletic Scholarship
10. The Councilman Joe Shyne Endowed Professorship for Nursing Practice of the College of Professional Studies

Nicholls State University

11. Jeanne P. Murphy Professorship in the College of Education & Behavioral Sciences in the Bridge to Independence Program

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the requests from System institutions to establish LEQSF (8g) Endowed Professorship and Endowed First Generation Scholarships noted above.



I.6.

Office of the President

March 12, 2024

**MEMORANDUM TO THE LOUISIANA BOARD OF SUPERVISORS OF THE
UNIVERSITY OF LOUISIANA SYSTEM**

SUBJECT: REQUEST FOR THE APPROVAL TO ESTABLISH ENDOWED SCHOLARSHIPS

Grambling State University is pleased to submit for the Board of Supervisors' review and approval the required documents to establish the following Endowed Scholarships:

- AKA-HBCU Endowed Scholarship Fund
- Hunt Forest Products, L.L.C. Endowed Scholarship
- Joel L. Fletcher, Jr. and Ralph W.E. Jones Sr. Scholarship
- Modestine Gill Knighton and Beaver Knighton Scholarship Fund
- Rick Gallot Endowed Scholarship Fund
- Diageo North America, Inc. Endowed Scholarship Fund

The university has private funds in the amount of \$80,000 or more for each endowment and is hereby requesting \$20,000 in matching funds (\$100,000) from the Board of Regents to establish the original principle for the endowed programs.

The following scholarships were established before 2016 and have private funds of \$60,000. Grambling State University is requesting \$40,000 in matching funds at the prior 60:40 matching rate.

- Annie McConnell Brown Endowed Scholarship
- Dr. Neari F. Warner Endowed Student Scholarship
- Michelle O. Willis Endowed Student Athletic Scholarship
- The Councilman Joe Shyne Endowed Professorship for Nursing Practice of the College of Professional Studies

The required properly executed affidavit, as well as, the proposal for use and management of these funds is attached.

If approved by the Board of Supervisors, please forward these documents to the Board of Regents for further action.

Your approval of this request is appreciated.

Sincerely,

Connie R. Walton, Ph.D.
Interim President

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$69,000 as a match for the establishment of Miechelle O. Willis Endowed Student Athletic Scholarship.
3. The source of these funds is from Miechelle O. Willis Endowed Student Athletic Scholarship.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE
ME,

on the 13th day of March,
2024

Signature
(Seal)



NOTARY PUBLIC

My Commission expires: Elizabeth K. Johnson
Notary No. 059040
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life



(Signature)

Bruce Rushing

VP Commercial Relationship Banker

(Official Title)

Origin Bank

(Official Organization)

GRAMBLING


STATE UNIVERSITY®

March 8, 2024

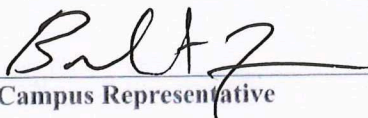
Endowed Scholarship Program Donor Statement of Understanding

Miechelle O. Willis Endowed Student Athletic Scholarship

1. We have been fully informed and accept that the Board of Regents will match an endowed scholarship at Grambling State University.
2. We have reviewed, understand, and accept the Program Policy and Investment Policy provisions relative to retention of corpus, principal and expendable funds, expenditure of income and other administrative conditions related to provisions of Board of Regents Support matching funds.
3. We have reviewed, understand and accept Grambling State University's internal standards and process for selecting the student recipients of Regents Support Fund-Matched endowed scholarships.



Custodian



Campus Representative

GSU Box 4236 • Grambling, Louisiana 71245 • Phone: (318) 274-2217 • Fax: (318) 274-3330 • E-mail: www.gram.edu

A Constituent Member of the University of Louisiana System • Accredited by the Southern Association of Colleges and Schools
An Equal Opportunity Employer and Educator • Facilities Accessible to the Disabled



Endowment Contributions

BG0016 - GUF-Miechelle O. Willis Endowed Student Athletic Scholarshi

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
GSU MATCHING GRANT PROGRAM	10/16/2007			\$5,000.00
GSU MATCHING GRANT PROGRAM	09/30/2009			\$6,000.00
GSU MATCHING GRANT PROGRAM	09/29/2022			\$14,058.30
WILLIS, MIEHELLE O	01/07/2006			\$2,000.00
WILLIS, MIEHELLE O	12/29/2006			\$3,000.00
WILLIS, MIEHELLE O	01/08/2008			\$3,000.00
WILLIS, MIEHELLE O	01/05/2009			\$3,000.00
WILLIS, MIEHELLE O	01/07/2010			\$2,000.00
WILLIS, MIEHELLE O	12/27/2010			\$2,000.00
WILLIS, MIEHELLE O	12/23/2011			\$2,000.00
WILLIS, MIEHELLE O	12/31/2012			\$2,000.00
WILLIS, MIEHELLE O	12/31/2013			\$2,000.00
WILLIS, MIEHELLE O	12/31/2014			\$2,000.00
WILLIS, MIEHELLE O	12/26/2015			\$1,941.70
WILLIS, MIEHELLE O	12/31/2016			\$2,000.00
WILLIS, MIEHELLE O	12/31/2017			\$2,000.00
WILLIS, MIEHELLE O	12/06/2018			\$4,000.00
WILLIS, MIEHELLE O	12/31/2019			\$2,000.00
WILLIS, MIEHELLE O	12/31/2020			\$2,000.00
WILLIS, MIEHELLE O	12/31/2021			\$2,500.00
WILLIS, MIEHELLE O	12/31/2022			\$2,000.00
WILLIS, MIEHELLE O	12/05/2023			\$2,500.00
Total Contributions				\$69,000.00

ENDOWED GIFT AGREEMENT

Miechelle O. Willis Endowed Student Athletic Scholarship

December 27, 2010

To Establish the “Miechelle O. Willis Endowed Student Athletic Scholarship”

I. INTRODUCTION

Miechelle O. Willis has agreed to establish an Endowed Undergraduate Student Scholarship in the amount of \$10,000 with Grambling State University in accordance with the provisions outlined below.

II. NAME OF FUND

The name of the Fund shall be the Miechelle O. Willis Endowed Student Athletic Scholarship.

III. ESTABLISHMENT OF FUND

This Fund shall be deemed established when:

This Gift Agreement has been reviewed, signed, dated and returned to Grambling State University by Miechelle O. Willis for appropriate University official signatures.

IV. PURPOSE AND USE OF FUND

A. General Purpose

This Fund shall be used to provide scholarships to deserving undergraduate students who are members of the Grambling State University Varsity Women's Track Team.

Gift Agreement – To Establish the Miechelle O. Willis Endowed Student Athletic Scholarship

Page Two

B. Criteria and Selection Process

A Scholarship Awards Committee will determine the process for evaluating candidates and selecting recipients for the scholarship.

The donor has expressed the following:

The distribution from this fund shall be used to supplement the grant-in-aid scholarship costs of an intercollegiate student-athlete pursuing an undergraduate degree at Grambling State University and is a member of the **varsity women's track team**.

The award is open only to intercollegiate student athlete who is a member of the varsity women's track team.

The recipient shall be identified and selected by the Athletic Department.

V. ADMINISTRATION OF FUND

A. Funding

On May 19, 2008, Miechelle O. Willis donated \$10,000 to Grambling State University via the *Grambling Black & Gold Foundation, Inc.* to fund this endowment.

B. Disbursement of Funds

Grambling State University will disburse the Funds.

The Scholarship Fund's expendable distribution will be determined from time-to-time under the terms of the Endowment Expenditure Policy as established by *Grambling Black & Gold Foundation, Inc.* Total return earned by the Fund in excess of the amount approved for distribution shall be retained in the Fund principal to protect the Fund from the effects of inflation and to allow for growth. Any unexpended distribution from the previous year may be combined with that of the current year for spending purposes or added to the Fund principal.

Gift Agreement – To Establish the Michelle O. Willis Endowed Student Athletic Scholarship

Page Three

C. Administration of the Endowment

The establishment and administration of the Endowment will comply with current endowment policies of *Grambling Black & Gold Foundation, Inc.* Although the Endowment is intended to exist in perpetuity, unforeseen circumstances may alter or remove a designated subject area from the campus academic plan. In such an event, the President of the University is authorized to re-designate the purpose of this Endowment, to provide student support in an area closely related to Donor's interests and intentions. The funds for this endowment shall be disclosed as required by applicable law and accounting principles. This gift may be publicized by *Grambling Black & Gold Foundation, Inc.*

D. Fiduciary Responsibility

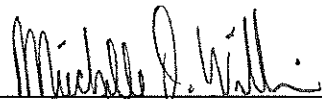
This fund shall be invested and income shall be treated and expended in accordance with *Grambling Black & Gold Foundation, Inc* Investment Policy. Responsibility for governance and investment of these endowment funds is vested in Grambling State University and the appropriate university officials.

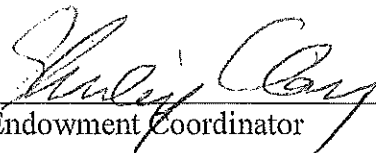
Gift Agreement – Gift Agreement – To Establish the Michelle O. Willis Endowed Student Athletic Scholarship

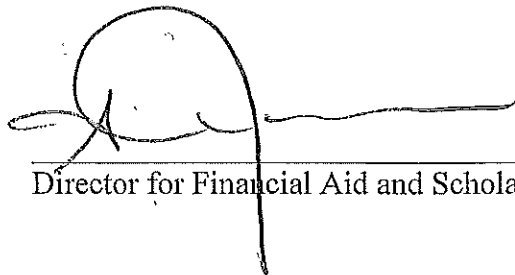
Page Four

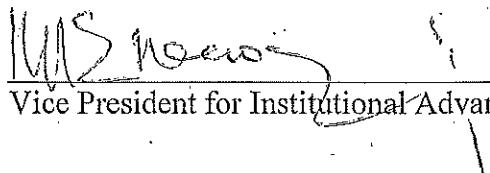
VI. ACCEPTANCES

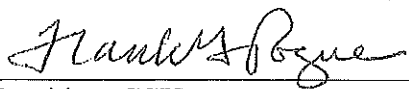
THIS AGREEMENT entered into on this the 21st of January, 2011.

By: 
Michelle O. Willis, Donor

By: 
Endowment Coordinator

By: 
Director for Financial Aid and Scholarships

By: 
Vice President for Institutional Advancement

By: 
President GSU

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$150,000 as a match for the establishment of AKA-HBCU Endowed Scholarship Fund.
3. The source of these funds is from AKA-HBCU Endowed Scholarship Fund.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE
ME,

on the 13th day of March,
2024

Signature
(Seal)



NOTARY PUBLIC

My Commission expires: Elizabeth K. Johnson
Notary No. 059210
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life



(Signature)

Bruce Rushing

VP Commercial Relationship Banker

(Official Title)

Origin Bank

(Official Organization)

GRAMBLING


STATE UNIVERSITY®

March 8, 2024

Endowed Scholarship Program Donor Statement of Understanding

AKA-HBCU Endowed Scholarship Fund

1. We have been fully informed and accept that the Board of Regents will match an endowed scholarship at Grambling State University.
2. We have reviewed, understand, and accept the Program Policy and Investment Policy provisions relative to retention of corpus, principal and expendable funds, expenditure of income and other administrative conditions related to provisions of Board of Regents Support matching funds.
3. We have reviewed, understand and accept Grambling State University's internal standards and process for selecting the student recipients of Regents Support Fund-Matched endowed scholarships.


Eric E. Smith, EAF Executive Director
Custodian


Campus Representative



Endowment Contributions

BG0350 - GUF-AKA-HBCU Endowed Scholarship Fund

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
AKA HBCU FUND	03/07/2019	03/07/2019		\$50,000.00
ALPHA KAPPA ALPHA EDUCATIONAL	05/05/2022	03/07/2019		\$25,000.00
ALPHA KAPPA ALPHA EDUCATIONAL	06/30/2022	03/07/2019		\$50,000.00
GSU MATCHING GRANT PROGRAM	09/29/2022	03/07/2019		\$25,000.00
Total Contributions				\$150,000.00



ENDOWMENT AGREEMENT
AKA-HBCU ENDOWED SCHOLARSHIP FUND

This Endowment Agreement ("Agreement") dated this 28th day of February, 2019 between Alpha Kappa Alpha Educational Advancement Foundation, an Illinois not-for-profit corporation ("EAF" or "Donor") located at 5656 S. Stony Island Avenue, Chicago, IL 60637, and **Grambling State University** ("University") located at **403 Main Street, Grambling, Louisiana 71245**, establishes the **AKA-HBCU ENDOWED SCHOLARSHIP FUND** in perpetuity to become effective upon the University's receipt of the gift described in Section 3 below.

1. **Purpose.** The purpose of the AKA-HBCU ENDOWED SCHOLARSHIP FUND ("Endowment Fund") is to provide scholarship support to qualified, deserving full-time undergraduate students as determined by the University. These scholarships will strengthen the academic environment at the University, improve the University's image and attract academically prepared students within the University.

2. **Donor.** Alpha Kappa Alpha Educational Advancement Foundation, Incorporated – Ms. Erika V. Everett, Executive Director

Address: 5656 South Stony Island Ave, Chicago, Illinois 60637

Phone: 773-947-0026

Email: EEverett@akaeaf.net

State Relationship to the Name/Purpose of the Endowment: Alpha Kappa Alpha Educational Advancement Foundation, a 501(c)3, charitable organization, was founded in 1980 by Alpha Kappa Alpha Sorority, Incorporated, an organization with a rich and distinguished history of service that spans over a century. Alpha Kappa Alpha Sorority was the first Greek letter organization of its kind. Alpha Kappa Alpha Sorority has awarded scholarships to deserving students since 1914.

Donor or such other person(s) as Donor may designate by written notice to Grambling State University, will serve as the contact person for this endowment.

3. **Funding.** The Endowment Fund will be funded with an initial irrevocable gift of **\$50,000**. The Donor reserves the right to increase the Endowment Fund through additional gifts and hereby consents to additional contributions to the Endowment Fund by any individual, corporation, foundation, trust, estate, or other legal entity through individual gift, bequest or other gift vehicle. All such additional contributions, if not specified for current expenditure, shall

be added to the principal of the Endowment Fund and shall be subject to the provisions of this Agreement.

4. Distributions. Distributions from the Endowment Fund may be made only from income earned by the Endowment Fund consistent with the University's then current endowment spending policy. The distributions, subject to the limitations set forth in this Agreement, shall be used to provide the scholarships specified in this Agreement (the "Scholarships") and to pay any administrative fees and costs. There shall be no distributions from principal. The Endowment Fund shall be perpetual. In any year in which there are no qualified uses for income generated from the Endowment Fund, income may be accumulated.

5. Investment Authority. The Endowment Fund shall be managed and invested in accordance with the investment policies and guidelines of the University as established from time to time by the University. The monies of the Endowment Fund may be pooled/commingled with other endowment funds held by the University for Investment Purposes. However, at all times, the Endowment Fund shall be separately accounted for in the University's books and records.

6. Administration of the Fund. The Endowment Fund is to be administered by the University in accordance with the policies and procedures of the University as established from time to time provided however the Scholarships and contributions for administrative costs including any endowment fee may only be taken from the income generated from the Endowment Fund.

7. Endowment Fee. To defray its expenses related to the holding, safeguarding, investing and maintaining of the assets in the Endowment Fund and with respect to the disbursement of the Scholarships, the University may charge an endowment fee in accordance with the policy established from time to time by the University.

8. Scholarship Eligibility. The University shall select the Scholarship recipients using the following criteria:

- a. Scholarship Criteria. The University shall determine the Scholarship criteria and shall select the Scholarship recipients provided all Scholarship recipients must be enrolled as full-time undergraduate students at the University in good academic standing. A Scholarship recipient is eligible for renewal consideration if he/she continues to meet the scholarship criteria set forth above and applies for renewal.
- b. Number and Monetary Amount of Scholarships. The University will determine the number of Scholarships to be awarded and the dollar value of the Scholarships based on the available income from the Endowment Fund.
- c. Timing of awards. The University will determine when and how often Scholarships will be awarded (provided unless current or future University policy mandates otherwise, the University will award Scholarship(s) at least annually if qualified

candidates are available and if there is available income from the Endowment Fund.

9. Annual Reports. The University shall provide the Donor with an annual report outlining the distribution and management of the Endowment Fund which shall include the names of the Scholarship recipients and current information about the Scholarship recipient selection process. The University will encourage Scholarship recipients to express in writing to Donor their personal appreciation for Donor's generous financial support.
10. Dispute Resolution. In the event of a dispute arising out of or in relation to the terms of this Agreement, representatives of Donor and the University shall meet and endeavor to settle the dispute in an amicable manner through mutual consultation. If, after good faith efforts have been made to resolve any dispute(s), such persons are unable to resolve the dispute(s) in a satisfactory manner within thirty (30) days, the parties may seek other remedies.
11. Representatives and Successors Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their lawful successors.
12. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State where the principal office of the University is located.
13. Contingent Use of the Endowment. Should it become clear in future years that the purpose of the Endowment Fund as stated in this Agreement is no longer necessary, practical, desirable or possible to perform, the University, after consultation with the Donor if the Donor is still in existence, shall designate the Endowment Fund for a substitute purpose that is reasonably consistent with and similar to the original intention of the Donor at the time this Agreement was executed. In any such alternate application of the Endowment Fund, the funding source shall be clearly identified as the Endowment Fund.
14. Entire Agreement/Severability/Counterparts. This Agreement supersedes all other prior discussions, representations, and agreements, whether oral or written, express or implied, between the parties relating to the matters contemplated herein and constitutes the entire agreement between the parties relating to the subject matter hereof. If any term, condition, or other provision of this Agreement is found to be invalid or incapable of being enforced by any court of competent jurisdiction, all other terms, conditions, and provisions of this Agreement shall nevertheless remain in full force and effect. This Agreement may be executed and delivered (including by facsimile or other electronic transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have signed this Endowment Fund Agreement effective as of the date first above written.

DONOR:

Alpha Kappa Alpha
Educational Advancement Foundation

By: E. Everett
Erika Everett, Executive Director

Date: 2/28/19

UNIVERSITY

Grambling State University

By: [Signature]
Printed Name: Richard J. Gallet, Sr.

Title: President

Date: 2-28-19

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$130,000 as a match for the establishment of The Modestine Gill Knighton and Beaver Bishop Knighton Scholarship Fund.
3. The source of these funds is from The Modestine Gill Knighton and Beaver Bishop Knighton Scholarship Fund.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE
ME,

on the 13th day of March,
2024

Signature
(Seal)

NOTARY PUBLIC

My Commission expires:

Elizabeth K. Johnson
Notary No. 059410
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life

Bruce Rushing

(Signature)

Bruce Rushing

VP Commercial Relationship Banker

(Official Title)

Origin Bank

(Official Organization)

GRAMBLING

STATE UNIVERSITY®

March 8, 2024

Endowed Scholarship Program Donor Statement of Understanding

The Modestine Gill Knighton and Beaver Bishop Knighton Scholarship Fund

1. We have been fully informed and accept that the Board of Regents will match an endowed scholarship at Grambling State University.
2. We have reviewed, understand, and accept the Program Policy and Investment Policy provisions relative to retention of corpus, principal and expendable funds, expenditure of income and other administrative conditions related to provisions of Board of Regents Support matching funds.
3. We have reviewed, understand and accept Grambling State University's internal standards and process for selecting the student recipients of Regents Support Fund-Matched endowed scholarships.



President, MMTL Foundation



Campus Representative



Endowment Contributions

BG0386 - GUF-The Modestine Gill Knighton and Beaver Bishop Knighton Scholarship

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
GSU MATCHING GRANT PROGRAM	09/29/2022	06/26/2002		\$40,000.00
MMTL FOUNDATION	06/26/2020	06/26/2002		\$40,000.00
MMTL FOUNDATION	12/27/2022	06/26/2002		\$50,000.00
Total Contributions				\$130,000.00

MEMORANDUM OF UNDERSTANDING
CONCERNING SCHOLARSHIP SUPPORT FOR
GRAMBLING STATE UNIVERSITY

MODESTINE GILL KNIGHTON AND BEAVER BISHOP KNIGHTON FUNDS

It is the intention of the MMTL Foundation ("Donor") to establish an endowment fund and an operating fund through the Grambling University Foundation Inc. (the "Grambling Foundation") to provide scholarship support for the benefit of Grambling State University ("Grambling"), to be used according to the following terms and conditions:

1. NAME: The name of the endowed fund (the "Endowment Fund") shall be:

THE MODESTINE GILL KNIGHTON AND BEAVER BISHOP KNIGHTON
SCHOLARSHIP ENDOWMENT FUND.

The name of the operating fund (the "Operating Fund") shall be:

THE MODESTINE GILL KNIGHTON AND BEAVER BISHOP KNIGHTON
SCHOLARSHIP FUND-CURRENT USE.

The Endowment Fund and the Operating Fund are referred to in this Memorandum of Understanding (the "Memorandum") as the "Funds."

2. PURPOSE: The purpose of the Funds shall be to provide need-based scholarships to Grambling students who are in their sophomore, junior, or senior year of study. Scholarship recipients must be citizens of the United States. Scholarships are limited to students who maintain a grade-point average of 2.75 or better on a 4-point scale. Students from single-parent families will receive special consideration for scholarships, but this is not a pre-condition for selection. Students will be required to complete the Free Application for Student Federal Student Aid (FAFSA), which will be used to determine financial need. The scholarships shall be awarded in a non-discriminatory manner in terms of racial preference. The availability of scholarships funded by the Funds will be promoted by Grambling to the student body, outlining the

criteria noted in this Section.

3. **FUNDING:** The Funds shall be established with a \$50,000 gift by the MMTL Foundation on or before December 31, 2020. In order to provide scholarships at the earliest possible date, the Operating Fund shall be funded with \$10,000, and the Endowment Fund shall be funded with the remaining \$40,000. Matching funds in the amount of \$40,000 from the Title III Matching Program and a request for matching funds in the amount of \$20,000 from the Louisiana Board of Regents will be used to establish a total endowment of \$100,000. Both Funds shall be open and capable of receiving additional contributions at any time; however, Donor shall be under no obligation to provide further funding.

4. **REPORTING:** Each June, and subject to applicable law, Grambling shall provide a report to the MMTL Foundation specifying the students who have been supported by the Funds, including the name, major, and grade point average of such students. If any such information cannot be reported to the MMTL Foundation, Grambling shall so notify the MMTL Foundation, provide as much of such information as is permissible under applicable law and specify with particularity the statute, rule or regulation that prohibits Grambling from reporting the omitted information. If known to Grambling, it shall also report whether each scholarship recipient is from a single-parent household. Grambling also shall report annually to the MMTL Foundation the market value, spending, and overall return of the Endowment Fund. The report shall include references to any student support services provided, if any portion of the operating fund is used in such manner.

5. **MANAGEMENT, INVESTMENT AND ADMINISTRATION:** The Funds shall be managed and invested by the Grambling Foundation in accordance with its investment policy statement, as in effect from time to time, and under other applicable guidelines established by the Grambling Foundation. The assets of the Endowment Fund may be commingled with other endowment assets managed by the Grambling Foundation for the purpose of investment, and separate accounting shall be maintained so that the amount of the original gift and of any additional gifts shall be clearly identified at all times.

In order to constitute an "endowment fund" under Grambling policy, the Endowment Fund must have a fair market value of at least \$10,000. If the fair market value of the Endowment Fund falls below \$10,000, or would fall below \$10,000 as a result of a distribution, no distribution shall be made from the Endowment Fund until the fair market value of the

Endowment Fund is sufficiently in excess of \$10,000 to support further distributions. In the event the Grambling Foundation reasonably determines that the Endowment Fund is unable to maintain a fair market value of \$10,000 for a sustained period, then the Endowment Fund may, in the discretion of the Grambling Foundation, be converted from an endowment fund to an operating fund and used in accordance with the purposes set forth in Section 2 of this Memorandum.

All distributions from the Funds shall be used in accordance with the purposes described in Section 2 of this Memorandum. The Grambling Office of Financial Aid shall make the scholarship decisions with respect to the Funds. The Grambling Foundation may delegate administration (but not the management or investment responsibilities) of the Funds to one or more departments at Grambling.

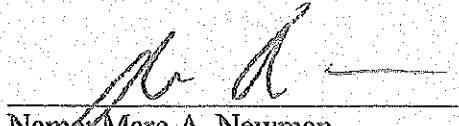
6. RECOGNITION AND PROMOTION: To express Grambling's appreciation to the Donor, to enhance the Funds, and to help attract gifts for similar purposes, Grambling and the Grambling Foundation may make appropriate announcements through internal and external publications and to the media and give other recognition as suitable. Any announcement or other publication that identifies the Donor shall require the Donor's prior written consent.

7. CHANGED CONDITIONS: If, in the unlikely event it becomes impossible, impracticable, illegal or wasteful to fulfill the requirements of this Memorandum, the Board of Directors of the Grambling Foundation, in consultation with Grambling and the Donor, shall utilize the Funds so as to most nearly fulfill the Donor's original intent.

8. FORMAL ACCEPTANCE: The foregoing terms and conditions shall become effective upon an acceptance thereof by Grambling, the Grambling Foundation, and the Donor.

(signatures appear on next page)

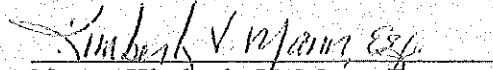
ACCEPTED FOR THE GRAMBLING
FOUNDATION:



Name: Marc A. Newman
Title: Vice President for Advancement,
Research and Economic Development

6/1/20
Date

ACCEPTED FOR THE DONOR:



Name: Kimberly V. Mann, Esq.
Title: President

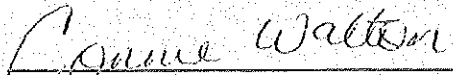
June 22, 2020
Date

ACCEPTED FOR GRAMBLING:



Name: Richard J. Gallot, Jr., JD
Title: President

6-15-20
Date



Name: Connie Walton, PhD
Title: Provost/Vice President for Academic
Affairs

June 11, 2020
Date

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$100,000 as a match for the establishment of Hunt Forest Products, L.L.C. Endowed Scholarship.
3. The source of these funds is from Hunt Forest Products, L.L.C. Endowed Scholarship.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE
ME,

on the 13th day of March,
2024

Signature [Signature]
(Seal)
NOTARY PUBLIC

My Commission expires:

Elizabeth K. Johnson
Notary No. 056040
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life

[Signature]

(Signature)

Bruce Rushing

VP Commercial Relationship Banker

(Official Title)

Origin Bank

(Official Organization)

GRAMBLING

STATE UNIVERSITY®

March 8, 2024

Endowed Scholarship Program Donor Statement of Understanding

Hunt Forest Products, L.L.C. Endowed Scholarship

1. We have been fully informed and accept that the Board of Regents will match an endowed scholarship at Grambling State University.
2. We have reviewed, understand, and accept the Program Policy and Investment Policy provisions relative to retention of corpus, principal and expendable funds, expenditure of income and other administrative conditions related to provisions of Board of Regents Support matching funds.
3. We have reviewed, understand and accept Grambling State University's internal standards and process for selecting the student recipients of Regents Support Fund-Matched endowed scholarships.


Custodian


Campus Representative



Endowment Contributions

BG0467 - GUF-Hunt Forest Products, L.L.C. Endowed Scholarship

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
HUNTS FOREST PRODUCTS, L.L.C.	06/08/2023	06/08/2023		\$100,000.00
Total Contributions				\$100,000.00

GRAMBLING UNIVERSITY FOUNDATION, INC
ENDOWED GIFT AGREEMENT

Hunt Forest Products, L.L.C. Endowed Scholarship

May 18, 2023

To Establish the “Hunt Forest Products, L.L.C. Endowed Scholarship”

I. INTRODUCTION

Hunt Forest Products, L.L.C. has agreed to establish an endowed undergraduate student scholarship fund in the amount of \$100,000.00 with Grambling State University in accordance with the provisions outlined below.

II. NAME OF FUND

The name of the fund shall be the Hunt Forest Products, L.L.C. Endowed Scholarship.

III. ESTABLISHMENT OF FUND

This fund shall be deemed established when:

This gift agreement has been reviewed, signed, dated and returned to Grambling State University by Hunt Forest Products, L.L.C., for appropriate official University signatures.

IV. PURPOSE AND USE OF FUND

A. General Purpose

This fund shall be used to make a lasting difference by helping deserving students alleviate the financial burden of college.

B. Criteria and Selection Process

A Grambling State University Scholarship Awards Committee will determine the process for evaluating and selecting candidates for the scholarship based on the following conditions: (a) candidates must be enrolled full time at GSU and in good academic standing; (b) candidates must major or have area of study in Engineering Technology, Computer Science, Accounting or Management; (c) candidates must have a minimum GPA of 3.0 on a 4.0 grading scale; and (d) candidates must have a financial need; (e) children of employees at Hunt Forest Products, L.L.C. eligible

Gift Agreement – Establishing the Hunt Forest Products, L.L.C. Endowed Scholarship

Page Two

for the scholarship and will receive priority consideration notwithstanding other outlined eligibility requirements; (f) Hunt Forest Products, L.L.C. may provide an optional full-time summer internship the same academic year that the student is the recipient of the scholarship

V. ADMINISTRATION OF FUND

A. Funding

The donor has a maximum of five years to reach the amount required for the endowed scholarship (\$100,000). The minimal amount should be reached by December 31, 2027. At the end of the period, if the donor has not met the minimal amount required, the University President, in consultation with the Grambling University Foundation Board, shall determine the use for the fund and any income accumulated therein, that most closely resembles the purpose set out in the gift agreement.

B. Disbursement of Funds

Grambling State University will disburse the funds.

Hunt Forest Products, L.L.C. intends for the endowment fund, including all realized and unrealized capital appreciation and depreciation generated by the endowment fund, to exist in perpetuity with the accumulated disbursements being made available to support the general purpose of the fund as described in Section IV above. The disbursements, a percentage of the fair market value of the endowment fund as determined from time to time under the terms of the Endowment Expenditure Policy as established by Grambling University Foundation, Inc. will be maintained solely for the benefit of the endowment fund. The disbursements, which may from time to time exceed the net income generated by the endowment fund, will be distributed monthly, and will be distributed in full even if the fair market value of the endowment fund falls below the value of the gift unless the Grambling University Foundation, Inc. decides to the contrary.

C. Administration of the Endowed Scholarship

The establishment and administration of the endowment will comply with current endowment policies of Grambling University Foundation, Inc. Although the endowment is intended to exist in perpetuity, unforeseen circumstances may alter or remove a designated subject area from the campus academic plan. In such an event, the President of the University is authorized to re-designate the purpose of the endowment, to provide student support in an area closely related to the donor's interests and intentions. These endowment funds may be merged or commingled with other funds held by the Grambling University Foundation, Inc. for investment

Gift Agreement – Establishing the Hunt Forest Products, L.L.C. Endowed Scholarship

Page Three

purposes in accordance with the policies of the Grambling University Foundation, Inc. At all times, these endowment funds shall be separately accounted for in the Foundation's books and records. The funds for this endowment shall be disclosed as required by applicable law and accounting principles. This gift may be publicized by Grambling University Foundation, Inc. Representative of the fund will receive announcement of the award recipients (to include name and contact information).

D. Fiduciary Responsibility

This fund shall be invested and income shall be treated and expended in accordance with Grambling University Foundation, Inc. Investment Policy. Responsibility for governance and investment of these endowment funds is vested in Grambling State University and the appropriate university officials.

E. Recognition by the University

To honor Hunt Forest Products, L.L.C., and to express the appreciation of the Grambling University Foundation, Inc. and Grambling State University, publicity in the form of news announcements, both internal and external, will be made with the permission of Hunt Forest Products, L.L.C.

F. Additional Gifts

Hunt Forest Products, L.L.C. reserves the right to increase the endowment fund through additional gifts and hereby consents to additional contributions to the endowment fund by any individual, corporation, foundation, trust, estate or other legal entity through individual gift, bequest or other gift vehicle, and all gifts so designated shall be subject to the provisions of this endowed gift agreement.

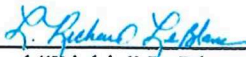




VI. DEFINITIONS

Donor – A person who donates money to a fund or establishes the endowment.

Custodian – The guardian or steward that has the responsibility of looking after the endowment.

VII. ACCEPTANCES

THIS AGREEMENT entered into

By: <u></u> Lloyd "Richie" LeBlanc, President	<u>06/05/2023</u> Date
By: <u></u> Brandon A. Logan, Interim Vice President for University Advancement and Innovation	<u>6/5/23</u> Date
By: <u></u> Alan Jackson, Director for Student Financial Aid and Scholarships	<u>6/6/23</u> Date
By: <u></u> Connie Walton, Provost/Vice President for Academic Affairs	<u>06/06/2023</u> Date
By: <u></u> Richard J. Gallot, Jr., President Grambling State University	<u>6-8-23</u> Date

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$100,000 as a match for the establishment of Joel L. Fletcher, Jr. and Ralph W. E. Jones Sr. Scholarship.
3. The source of these funds is from Joel L. Fletcher, Jr. and Ralph W. E. Jones Sr. Scholarship.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE
ME,

on the 13th day of March,
2024

Signature [Signature]
(Seal)

NOTARY PUBLIC
Elizabeth K. Johnson
My Commission expires: Notary No. 039940
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life

[Signature]

(Signature)

Bruce Rushing

VP Commercial Relationship Banker

(Official Title)

Origin Bank

(Official Organization)

GRAMBLING

STATE UNIVERSITY®

March 8, 2024

Endowed Scholarship Program Donor Statement of Understanding

Joel L. Fletcher, Jr. and Ralph W. E. Jones Sr. Scholarship

1. We have been fully informed and accept that the Board of Regents will match an endowed scholarship at Grambling State University.
2. We have reviewed, understand, and accept the Program Policy and Investment Policy provisions relative to retention of corpus, principal and expendable funds, expenditure of income and other administrative conditions related to provisions of Board of Regents Support matching funds.
3. We have reviewed, understand and accept Grambling State University's internal standards and process for selecting the student recipients of Regents Support Fund-Matched endowed scholarships.



Custodian



Campus Representative



Endowment Contributions

BG0483 - GUF-Joel L. Fletcher, Jr. and Ralph W. E. Jones, Sr. Scholarship

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
NEVELS, PAUL D	10/13/2023	10/13/2023		\$100,000.00
Total Contributions				\$100,000.00



GRAMBLING
UNIVERSITY FOUNDATION

Advancing Grambling
State for Excellence

P.O. Box 587
P: (318) 274-2217 | F: (318) 274-3330
www.gufoundation.org

GRAMBLING UNIVERSITY FOUNDATION, INC
ENDOWED GIFT AGREEMENT

Joel L. Fletcher, Jr. and Ralph W. E. Jones Sr. Scholarship

September 27, 2023

To Establish the "Joel L. Fletcher, Jr. and Ralph W. E. Jones Sr. Scholarship"

I. INTRODUCTION

Mr. Paul D. Nevels, grandson of Joel L. Fletcher Jr., has agreed to establish an endowed undergraduate student scholarship fund in the amount of \$100,000.00 with Grambling State University in accordance with the provisions outlined below.

II. NAME OF FUND

The name of the fund shall be the Joel L. Fletcher Jr. and Ralph W. E. Jones Sr. Scholarship.

III. ESTABLISHMENT OF FUND

This fund shall be deemed established when:

This gift agreement has been reviewed, signed, dated and returned to Grambling State University by Mr. Paul D. Nevels for appropriate official University signatures.

IV. PURPOSE AND USE OF FUND

A. General Purpose

This fund shall be used to benefit students in the College of Education's Call Me Mister Program.

B. Criteria and Selection Process

A Grambling State University Scholarship Awards Committee will determine the process for evaluating and selecting candidates for the scholarship based on the following conditions: (a) candidates must be enrolled full time at GSU and in good academic standing; (b) candidates must have a minimum GPA of 3.0 on a 4.0 grading scale; and (c) candidates must major in Teacher Education.

The scholarship is non-renewable.

Gift Agreement – Establishing the Joel L. Fletcher, Jr. and Ralph W. E. Jones Sr. Scholarship

Page Two

V. ADMINISTRATION OF FUND

A. Funding

The donor has a maximum of five years to reach the amount required for the endowed scholarship (\$100,000). The minimal amount should be reached by December 31, 2028. At the end of the period, if the donor has not met the minimal amount required, the University President, in consultation with the Grambling University Foundation Board, shall determine the use for the fund and any income accumulated therein, that most closely resembles the purpose set out in the gift agreement.

B. Disbursement of Funds

All gifts to the endowed fund are to be held by the Grambling University Foundation in perpetuity. The management, investment, and expenditure of endowed funds is done in accordance with policies and procedures adopted by the Grambling University Foundation. Endowed funds are maintained as separate, named accounts but are combined into a pool for investment purposes. The Grambling University Foundation Board employs an investment strategy that is designed to protect endowment principal and provide a stable and predictable level of annual report. This total return is expected to include the amount designated by the Grambling University Foundation's current spending policy, a reasonable appreciation of principal in excess of inflation and a portion to be added back to the principal in order to allow for continued growth of the fund. However, the donor and custodian is aware and hereby acknowledges that endowments may, over time, incur both capital gains and losses, depending upon the investment environment. It is anticipated, based on long-term historical patterns, that gains will exceed losses. The Grambling University Foundation and its investment manager will assess management and/or investment fees in accordance with the fee schedule of the Foundation.

C. Administration of the Endowed Scholarship

The establishment and administration of the endowment will comply with current endowment policies of Grambling University Foundation, Inc. Although the endowment is intended to exist in perpetuity, unforeseen circumstances may alter or remove a designated subject area from the campus academic plan. In such an event, the President of the University is authorized to re-designate the purpose of the endowment, to provide student support in an area closely related to the donor's interests and intentions. These endowment funds may be merged or commingled with other funds held by the Grambling University Foundation, Inc. for investment purposes in accordance with the policies of the Grambling University Foundation, Inc. At all times, these endowment funds shall be separately accounted for in the Foundation's books and records. The funds for this endowment shall be disclosed as required by applicable law and accounting principles. This gift may be publicized by Grambling University Foundation, Inc. A representative of the fund will receive an announcement of the award recipients (to include name and contact information).

Gift Agreement – Establishing the Joel L. Fletcher, Jr. and Ralph W. E. Jones Sr. Scholarship

Page Three

D. Fiduciary Responsibility

This fund shall be invested and income shall be treated and expended in accordance with Grambling University Foundation, Inc. Investment Policy. Responsibility for governance and investment of these endowment funds is vested in Grambling State University and the appropriate university officials.

E. Recognition by the University

To honor Joel L. Fletcher Jr. and Ralph W.E. Jones Sr., and to express the appreciation of the Grambling University Foundation, Inc. and Grambling State University, publicity in the form of news announcements, both internal and external, will be made with the permission of Mr. Paul D. Nevels.

F. Additional Gifts

Mr. Paul D. Nevels reserves the right to increase the endowment fund through additional gifts and hereby consents to additional contributions to the endowment fund by any individual, corporation, foundation, trust, estate or other legal entity through individual gift, bequest or other gift vehicle, and all gifts so designated shall be subject to the provisions of this endowed gift agreement.

VI. DEFINITIONS

Donor – A person who donates money to a fund or establishes the endowment.

Custodian – The guardian or steward that has the responsibility of looking after the endowment.

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$100,000 as a match for the establishment of the Rick Gallot Endowment.
3. The source of these funds is from the Rick Gallot Endowment.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE
ME,

on the 13th day of March,
2024

Signature
(Seal)

NOTARY PUBLIC

My Commission expires:

Elizabeth K. Johnson
Notary No. 058040
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life



(Signature)

Bruce Rushing

VP Commercial Relationship Banker

(Official Title)

Origin Bank

(Official Organization)

GRAMBLING

STATE UNIVERSITY®

March 8, 2024

Endowed Scholarship Program Donor Statement of Understanding

Rick Gallot Endowment

1. We have been fully informed and accept that the Board of Regents will match an endowed scholarship at Grambling State University.
2. We have reviewed, understand, and accept the Program Policy and Investment Policy provisions relative to retention of corpus, principal and expendable funds, expenditure of income and other administrative conditions related to provisions of Board of Regents Support matching funds.
3. We have reviewed, understand and accept Grambling State University's internal standards and process for selecting the student recipients of Regents Support Fund-Matched endowed scholarships.



Custodian



Campus Representative



Endowment Contributions

BG0501 - GUF-Richard "Rick" Gallot, Jr. Endowment

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
JOHNSON, EARVIN	02/21/2024	02/21/2024		\$100,000.00
Total Contributions				\$100,000.00



GRAMBLING UNIVERSITY FOUNDATION, INC
ENDOWED GIFT AGREEMENT

Rick Gallot Endowment

March 8, 2024

To Establish the Rick Gallot Endowment

I. INTRODUCTION

Earvin Johnson, Jr. has agreed to establish an endowed undergraduate student scholarship fund with Grambling State University in the amount of \$100,000.00 in accordance with the provisions outlined below.

II. NAME OF FUND

The name of the fund shall be the Rick Gallot Endowment.

III. ESTABLISHMENT OF FUND

This fund shall be deemed established when:

This gift agreement has been reviewed, signed, dated and returned to Grambling State University by Mr. Rick Gallot for appropriate official University signatures.

IV. PURPOSE AND USE OF FUND

A. General Purpose

This fund shall be used to provide scholarships to academically deserving full-time undergraduate students to assist them in their pursuit of obtaining a college education.

B. Criteria and Selection Process

A Grambling State University Scholarship Awards Committee will determine the process for evaluating and selecting candidates for the scholarship based on the following conditions: (a) candidates must be enrolled full time at GSU and in good academic standing; (b) candidates must demonstrate financial need; and (c) candidates must have a minimum GPA of 2.5 on a 4.0 grading scale. The scholarship is renewable.

Gift Agreement – Establishing the Rick Gallot Endowment

Page Two

V. ADMINISTRATION OF FUND

A. Funding

A donation of \$100,000 has been received to fund this endowment.

B. Disbursement of Funds

Grambling State University will disburse the funds.

Rick Gallot intends for the endowment fund, including all realized and unrealized capital appreciation and depreciation generated by the endowment fund, to exist in perpetuity with the accumulated disbursements being made available to support the general purpose of the fund as described in Section IV above. The disbursements, a percentage of the fair market value of the endowment fund as determined from time to time under the terms of the Endowment Expenditure Policy as established by Grambling University Foundation, Inc. will be maintained solely for the benefit of the endowment fund. The disbursements, which may from time to time exceed the net income generated by the endowment fund, will be distributed monthly, and will be distributed in full even if the fair market value of the endowment fund falls below the value of the gift unless the Grambling University Foundation, Inc. decides to the contrary.

C. Administration of the Endowed Scholarship

The establishment and administration of the endowment will comply with current endowment policies of Grambling University Foundation, Inc. Although the endowment is intended to exist in perpetuity, unforeseen circumstances may alter or remove a designated subject area from the campus academic plan. In such an event, the President of the University is authorized to re-designate the purpose of the endowment, to provide student support in an area closely related to the donor's interests and intentions. These endowment funds may be merged or commingled with other funds held by the Grambling University Foundation, Inc. for investment purposes in accordance with the policies of the Grambling University Foundation, Inc. At all times, these endowment funds shall be separately accounted for in the Foundation's books and records. The funds for this endowment shall be disclosed as required by applicable law and accounting principles. This gift may be publicized by Grambling University Foundation, Inc. Representative of the fund will receive announcement of the award recipients (to include name and contact information).

D. Fiduciary Responsibility

This fund shall be invested and income shall be treated and expended in accordance with Grambling University Foundation, Inc. Investment Policy. Responsibility for governance and investment of these endowment funds is vested in Grambling State University and the appropriate university officials.

Gift Agreement – Establishing the Rick Gallot Endowment

Page Three

E. Recognition by the University

To honor the endowment, publicity in the form of news announcements, both internal and external, will be made.

F. Additional Gifts

Grambling State University reserves the right to increase the endowment fund through additional gifts and hereby consents to additional contributions to the endowment fund by any individual, corporation, foundation, trust, estate or other legal entity through individual gift, bequest or other gift vehicle, and all gifts so designated shall be subject to the provisions of this endowed gift agreement.

VI. DEFINITIONS

Donor – A person who donates money to a fund or establishes the endowment.


Custodian – The guardian or steward that has the responsibility of looking after the endowment.

VII. ACCEPTANCES

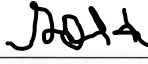
THIS AGREEMENT entered into

By: 
Richard J. Gallot, Jr., Custodian

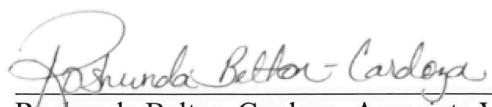
3-13-24
Date

By: 
Brandon A. Logan, Vice President for
University Advancement and Innovation


March 13, 2024
Date

By: 
Gavin R. Hamms, Associate Vice President for
Enrollment Management

3/13/2024
Date

By: 
Roshunda Belton-Cardoza, Associate Vice President
for Academic Affairs

3/14/2024
Date

By: 
Connie Walton, Interim President

3/14/2024
Date

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$60,000 as a match for the establishment of Annie McConnell Brown Endowed Scholarship.
3. The source of these funds is from Annie McConnell Brown Endowed Scholarship.


STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE
ME,

on the 13th day of March,
2024

Signature
(Seal)



NOTARY PUBLIC

My Commission expires:

Elizabeth K. Johnson
Notary No. 059040
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life



(Signature)

Bruce Rushing

VP Commercial Relationship Banker

(Official Title)

Origin Bank

(Official Organization)



Endowment Contributions

370422 - Annie McConnell Brown Endowed Scholarhips - COB

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
GSU MATCHING GRANT PROGRAM	09/30/2009	03/30/2006		\$20,000.00
GSU MATCHING GRANT PROGRAM	09/29/2022	03/30/2006		\$2,900.00
GUNAA -- BAYOU CLASSIC SPECIAL ACCOUNT	09/28/2004	03/30/2006		\$4,000.00
GUNAA -- BAYOU CLASSIC SPECIAL ACCOUNT	06/30/2005	03/30/2006		\$4,000.00
BROWN, ANNIE M	09/17/2004	03/30/2006		\$6,000.00
BROWN, ANNIE M	11/29/2004	03/30/2006		\$5,000.00
BROWN, ANNIE M	10/13/2010	03/30/2006		\$6,000.00
BROWN, ANNIE M	11/16/2011	03/30/2006		\$6,000.00
BROWN, ANNIE M	06/15/2012	03/30/2006		\$5,000.00
JOHNSON, PAULINE	06/15/2012	03/30/2006		\$100.00
JONES, IRENE L	12/03/2004	03/30/2006		\$1,000.00
Total Contributions				\$60,000.00

FILE

ENDOWED GIFT AGREEMENT

Annie McConnell Brown Endowed Scholarship

March 15, 2007

To Establish the "Annie McConnell Brown Endowed Scholarship"

I. INTRODUCTION

Dr. Annie McConnell Brown has established an Endowed Undergraduate Student Scholarship in the amount of \$20,000 with Grambling State University and in accordance with the provisions outlined below.

II. NAME OF FUND

The name of the Fund shall be the Annie McConnell Brown Endowed Scholarship.

III. ESTABLISHMENT OF FUND

This Fund shall be deemed established when:

This Gift Agreement has been reviewed, signed, dated and returned to Grambling State University by Dr. Brown for appropriate University official signatures.

IV. PURPOSE AND USE OF FUND

A. General Purpose

Earnings from this fund shall be used to support worthy and deserving full-time students at Grambling State University who are in academic pursuit of a major and have a financial need.

B. Criteria and Selection Process

A Scholarship Awards Committee will determine the process for evaluating and selecting recipients for the scholarship within the following conditions: (a) the award is open only to students enrolled full-time at Grambling State University, (b) special consideration will be given to academic performance (GPA), (c) recipient must be in academic pursuit of a major, (d) recipient must have an earnest financial need, (e) students with extenuating circumstances will be considered, (f) this will be a one time award, and (g) all awards will be subject to the recommendation/approval of the Provost.

Gift Agreement – Annie McConnell Brown Endowed Scholarship

Page Two

V. ADMINISTRATION OF FUND

A. Funding

On 12/3/2004, Dr. Annie McConnell Brown donated \$12,000 to Grambling State University to fund this endowment.

Grambling State University provided an \$8,000 match to complete the establishment of the endowment.

B. Disbursement of Funds

Grambling State University will disburse the Funds annually based on the criteria set forth in this agreement.

The Scholarship Fund's expendable distribution will be determined from time-to-time under the terms of the Endowment Expenditure Policy as established by Grambling State University. Total return earned by the Fund in excess of the amount approved for distribution shall be retained in the Fund principal to protect the Fund from the effects of inflation and to allow for growth. Any unexpended distribution from the previous year may be combined with that of the current year for spending purposes or added to the Fund principal.

C. Administration of the Endowment

The establishment and administration of the Endowment will comply with current endowment policies of Grambling State University. Although the Endowment is intended to exist in perpetuity, unforeseen circumstances may alter or remove a designated subject area from the campus academic plan. In such an event, the President of the University is authorized to re-designate the purpose of this Endowment, to provide student support in an area closely related to Donor's interests and intentions. The funds for this endowment shall be disclosed as required by applicable law and accounting principles. This gift may be publicized by Grambling State University.

D. Fiduciary Responsibility

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Louisiana. Responsibility for governance and investment of these endowment funds is vested in Grambling State University and the appropriate university officials.

Gift Agreement – Annie McConnell Brown Endowed Scholarship

Page Three

VI. ACCEPTANCES

THIS AGREEMENT entered into on this the 12th of July, 2007.

By: Annie McConnell Brown
Annie McConnell Brown

By: Horace A. Judson
Horace A. Judson, President GSU

By: Robert M. Wilson
Provost and Vice President for Academic Affairs

By: Anno Ruzey
Director for Financial Aid and Scholarships

By: Acquonette Mitchell
Advancement Services Coordinator

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$120,000 as a match for the establishment of The Councilman Joe Shyne Endowed Professorship for Nursing Practice of the College of Professional Studies.
3. The source of these funds is from The Councilman Joe Shyne Endowed Professorship for Nursing Practice of the College of Professional Studies.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE ME,

on the 14th day of March,
2024

Signature
(Seal)

NOTARY PUBLIC

My Commission expires:

@ death

Bruce Rushing

(Signature)

Bruce Rushing

Vice President

(Official Title)

Origin Bank

(Official Organization)

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$205,000 as a match for the establishment of Diageo North America, Inc. Endowed Scholarship Fund.
3. The source of these funds is from Diageo North America, Inc. Endowed Scholarship Fund.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE
ME,

on the 14th day of March,
2024

Signature Jamice M Evans
(Seal) 058013

NOTARY PUBLIC

My Commission expires:

@ death

Bruce Rushing

(Signature)

Bruce Rushing

Vice President

(Official Title)

Origin Bank

(Official Organization)



Nicholls State University

Office of the President

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

April 4, 2024

Via Electronic Transmittal Only

President Rick Gallot
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the April 25, 2024 meeting of the Board of Supervisors for the University of Louisiana System:

*Establish the Jeanne P. Murphy Professorship in the
College of Education & Behavioral Sciences
in the Bridge to Independence Program.*

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD
President

JC/apf

Enclosures

c: Dr. Sue Westbrook, Provost/Vice President for Academic Affairs
Mr. Terry Braud, Vice President for Finance & Administration
Mr. Jonathan Terrell, Vice President for Collegiate Athletics/Athletic Director
Dr. Michele Caruso, Vice President for Student Affairs
Dr. Todd Keller, Vice Provost
Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success
Ms. Alison Hadaway, Director of Human Resources
Mr. Jerad David, Director of Communications
Ms. Paige Thomas, Director of Alumni Affairs
Ms. Paulette Mayon, Controller & Ethics Liaison
Ms. Claire Bourgeois, Faculty Senate President



Nicholls State University Foundation.

P.O. Box 2074 | Thibodaux, LA 70310 | 985.448.4005

March 11, 2024

Dr. Jay Clune
President
Nicholls State University
Thibodaux, LA 70301

Dear Dr. Clune,

Please include as an agenda item for the Board of Supervisors meeting on April 25, 2024, a request for the following Endowed Professorship.

- The Jeanne P. Murphy Endowed Professorship in the College of Education and Behavioral Sciences in the Bridge to Independence Program

Attached are the affidavits from the financial institution verifying the funds on deposit as well as the Donor Statement of Understanding signed by multiple-donors.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. T. Becker', is written over the typed name. The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

Jeremy T. Becker
Executive Director

THE JEANNE PICARIELLO MURPHY ENDOWED PROFESSORSHIP IN THE COLLEGE OF EDUCATION AND BEHAVIORAL SCIENCES

PURPOSE: *The Jeanne Picariello Murphy Endowed Professorship in the College of Education and Behavioral Sciences* will contribute to Nicholls State University in strengthening academic excellence in the College of Education and Behavioral Sciences, providing acknowledgment to an outstanding instructor, professor, or associate professor in the College.

The Jeanne Picariello Murphy Endowed Professorship in the College of Education and Behavioral Sciences will make it possible to:

- permanently honor the memory of Jeanne Picariello Murphy's contribution to higher education at Nicholls State University;
- maintain quality faculty in the College of Education and Behavioral Sciences;
- sustain innovative and unique programming and support for students in both the certificate and degree programs of Bridge to Independence, and
- provide resources to support academic excellence, teaching, research, and service to the university, families, and leadership in the discipline of equity, diversity, and inclusion in all academic areas of the university for both the certificate and degree programs of Bridge to Independence.

RATIONALE: The primary mission of the university is to prepare all students for careers and life. The Bridge to Independence Program at Nicholls prepares all students including those with Intellectual Disabilities and Autism to thrive in society and the workforce as educated individuals in the field of their choosing who are able to compete in a dynamic and inclusive global economy. As a unique regional and state resource, the university recognizes its responsibility to extend its teaching and service to the community and its obligation to provide resources to provide inclusive and equitable practices for the general well-being and diversity of all within the region, state, and beyond.

One of the results of *The Jeanne Picariello Murphy Endowed Professorship in the College of Education and Behavioral Sciences* is to enhance the opportunities for students with Intellectual Disabilities and Autism. The recipient of this professorship will serve as the Faculty Advisor for the program along with other duties and responsibilities including promotion of excellence in teaching, service, research, and leadership of the faculty. The percentage of persons with disabilities in the workforce in the region and beyond is lower than what is desired. This professorship will positively impact the program and university graduates so that local, regional, and state organizations as well as the graduates will benefit.

The Jeanne Picariello Murphy Endowed Professorship in the College of Education and Behavioral Sciences supports Nicholls' image as a leader in the area of diversity and inclusion as well as enhances its mission and vision in the economic development efforts of the region and state. *The Jeanne Picariello Murphy Endowed Professorship in the College of Education and Behavioral Sciences* provides the

foundation to continue and expand upon the support of individuals with disabilities and the understanding and acceptance of others in the workforce and life.

CRITERIA TO SELECT THE ENDOWED PROFESSORSHIP:

Qualifications of the person selected for the Professorship must include:

- an earned doctorate in education or behavioral sciences;
- outstanding record in three of the following areas: teaching, service, research activities, and leadership;
- dedication to three of the following areas: teaching, service, research, and leadership.

The selection process will be established by the dean of the College of Education and Behavioral Sciences and the Bridge to Independence Advisory Board. Recommendation and appointment of the selected individual will be approved collectively by the dean of the College of Education and Behavioral Sciences and the Bridge to Independence Advisory Board. The selected individual will then be ratified by the University.

MINIMUM STANDARDS OF PERFORMANCE FOR THE HOLDER'S RETENTION OF THE PROFESSORSHIP:

- serving as the Faculty Advisor for the Bridge to Independence Program;
- with the Bridge Program Director, sustain innovative and unique programming and support for students in both the certificate and degree programs of Bridge to Independence;
- with input from the Bridge Program Director, provide resources to support academic excellence, teaching, research, and service to University faculty/staff, families, feeder schools/programs, service providers, and program staff in the areas of need for both the certificate and degree programs of Bridge to Independence in the form of training and informational presentations annually;
- with the Bridge Program Director, prepare data at the end of each semester to show program outcomes for Certified Transition Programs and good standing for degree-seeking students;
- with the Bridge Program Director, participate in fundraising activities annually to contribute to the Bridge to Independence Foundation Account.

Appendix

Nicholls State University

Existing BORSF-matched Professorships in the
College of Education and Behavioral Sciences

Endowed Professorship	Current Professorship Holder
Bonnie Bourg	Dr. Eugene Dial
Buquet Dyslexia	Jason Talbot
Donald Peltier	Dr. Grant Gautreaux
Durel Martin	Dr. Alyson Theriot
Maxine Giardina	Carole Boos
Minor Cheramie	Dr. Sara Dempster Bourgeois
Orleans Pitre	Dr. Cynthia Vavasseur

AFFIDAVIT


STATE OF LOUISIANA
PARISH OF LAFOURCHE

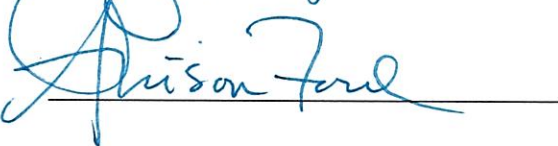
BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, personally came and appeared:

John Clune, a person of the full age and majority, and a resident of Lafourche Parish, appearing herein in his capacity as President of Nicholls State University who did depose and state that:

1. Nicholls State University Foundation has established The Jeanne P. Murphy Endowed Professorship in the College of Education and Behavioral Sciences in the Bridge to Independence Program as an endowed fund to receive private contributions and matching funds from the State of Louisiana, the income of which shall be used for the exclusive benefit of the endowed professorship.
2. The endowed professorships currently has a balance of \$80,000. The funds consist of unrestricted contributions from private donors collected in January 2024.
3. The funds used to establish the named endowed professorships are dedicated to the purposes of the named professorships.

WITNESSES:



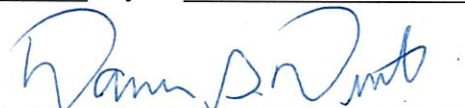




John Clune, President
Nicholls State University
Thibodaux, LA 70310

Sworn to and subscribed before me in the presence of the undersigned witnesses this

11th day of March, 2024



Notary Public
Darren G. Duff
#062808

AFFIDAVIT


STATE OF LOUISIANA
PARISH OF LAFOURCHE


BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, personally came and appeared:

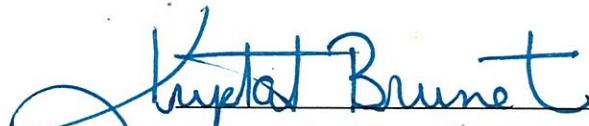
Krystal Brunet, a person of the full age and majority appearing herein in his capacity as **Branch Manager, Banking Officer** of Synergy Bank who did depose and state that:

1. Synergy Bank is a financial institution licensed to do and doing business in the State of Louisiana
2. Nicholls State University Foundation on March 7, 2024 deposited with Synergy Bank the sum of \$80,000 which represents funding for the following:
 - The Jeanne P. Murphy Endowed Professorship in the College of Education and Behavioral Sciences in the Bridge to Independence Program

WITNESSES:








Krystal Brunet
Synergy Bank

Sworn to and subscribed before me in the presence of the undersigned witnesses this

11th day of March, 2024



Notary Public
Darren G. Dyer
062808



Nicholls State University
Bridge to Independence

P.O. Box 2091 | Thibodaux, LA 70310 | 985.448.4340 | 985.448.4920 [F]

Endowed Professorships Subprogram Donor Statement of Understanding

1. I, Colleen Hunter, have been fully informed and accept that the Board of Regents guarantees match for a maximum of two (2) endowed professorships/first-generation scholarships per year for Nicholls State University. I understand that the Board of Regents matching guarantee is inclusive of professorships and first-generation scholarships, and such endowment types are not subject to separate funding guarantees. Additional matches may be provided at the BoR's discretion, provided funds are available. Slots shall be matched in accordance with the rank order furnished by the campus.
2. I, Colleen Hunter, have reviewed, understand, and accept the Program Policy and Investment Policy provisions relative to retention of corpus, principal, and expendable funds, expenditure of income, and other administrative conditions related to provision of BoRSF matching funds.
3. I, Colleen Hunter, have reviewed, understand, and accept Nicholls State University's internal standards and process for selecting faculty/student recipients of BoRSF-matched endowed professorships/first-generation scholarships.

Colleen Hunter

Colleen Hunter, Donor

Judd M. Heller

Campus Representative



Endowed Professorships Subprogram
Donor Statement of Understanding

1. I, Dr. Bruce Murphy, have been fully informed and accept that the Board of Regents guarantees match for a maximum of two (2) endowed professorships/first-generation scholarships per year for Nicholls State University. I understand that the Board of Regents matching guarantee is inclusive of professorships and first-generation scholarships, and such endowment types are not subject to separate funding guarantees. Additional matches may be provided at the BoR's discretion, provided funds are available. Slots shall be matched in accordance with the rank order furnished by the campus.

2. I, Dr. Bruce Murphy, have reviewed, understand, and accept the Program Policy and Investment Policy provisions relative to retention of corpus, principal, and expendable funds, expenditure of income, and other administrative conditions related to provision of BoRSF matching funds.

3. I, Dr. Bruce Murphy, have reviewed, understand, and accept Nicholls State University's internal standards and process for selecting faculty/student recipients of BoRSF-matched endowed professorships/first-generation scholarships.

Dr. Bruce Murphy, Donor

Campus Representative

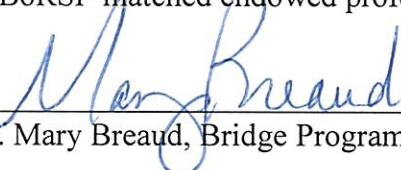


Endowed Professorships Subprogram Donor Statement of Understanding

1. We, Bridge to Independence Foundation Account, have been fully informed and accept that the Board of Regents guarantees match for a maximum of two (2) endowed professorships/first-generation scholarships per year for Nicholls State University. We understand that the Board of Regents matching guarantee is inclusive of professorships and first-generation scholarships, and such endowment types are not subject to separate funding guarantees. Additional matches may be provided at the BoR's discretion, provided funds are available. Slots shall be matched in accordance with the rank order furnished by the campus.

2. We, Bridge to Independence Foundation Account, have reviewed, understand, and accept the Program Policy and Investment Policy provisions relative to retention of corpus, principal, and expendable funds, expenditure of income, and other administrative conditions related to provision of BoRSF matching funds.

3. We, Bridge to Independence Foundation Account, have reviewed, understand, and accept Nicholls State University's internal standards and process for selecting faculty/student recipients of BoRSF-matched endowed professorships/first-generation scholarships.



Dr. Mary Breaud, Bridge Program Advisor



Colleen Hunter, Bridge Advisory Board President



Sydnei Mabile, Bridge Program Director



Jeremy Becker, Nicholls State University Foundation Executive Director



Campus Representative

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

FINANCE COMMITTEE

April 25, 2024

Item I.7. **University of Louisiana System’s** recommendation to approve Campus Housing and Meal Plan Rates, Auxiliary Rates, Energy Surcharge, and Non-Governmental Charges for Academic Year 2024-25.

EXECUTIVE SUMMARY

The nine universities request approval to establish Campus Housing and Meal Plan Rates, Auxiliary Rates, Energy Surcharge, and Non-Governmental Charges as per the attached schedules. As has been past practice, System staff requested that campuses submit adjustments to their service rates for the upcoming academic year. Campuses consider a number of variables when considering adjustments to rates including contractual obligations, cost of operations, and/or market limitations. Campuses submitted their rates for Academic Year 2024-25 based upon their respective service offerings; therefore, campus offerings and rates vary accordingly.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana System’s recommendation for Campus Housing and Meal Plan Rates, Auxiliary Rates, Energy Surcharge, and Non-Governmental Charges for Academic Year 2024-25:*

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



University of Louisiana System

University of Louisiana System
Housing, Meal Plan Rates, and Auxiliary Fees
Academic Year 2024-2025
April 25, 2024

Grambling State University

Description - Semester Rates	Current 2023-2024	Proposed 2024-2025	Increase	Percentage Increase
<u>ROOM ONLY RATES</u>				
Traditional (10 month lease)				
Double occupancy room	1,553	1,553	0	0.0%
Richmond (10 month lease)				
2 bed/1 bath	2,457	2,457	0	0.0%
1 bed/1 bath	2,606	2,606	0	0.0%
Tiger Village (10 month lease)				
Double occupancy and bath	2,774	2,774	0	0.0%
4 bed/2 bath	3,302	3,302	0	0.0%
2 bed/1 bath	3,828	3,828	0	0.0%
Steeple Glen				
4 bed/4 bath	3,900	3,900	0	0.0%
West Campus				
Bungalow (2-Bed)	2,354	2,354	0	0.0%
Bungalow /Private	3,172	3,172	0	0.0%
House	3,270	3,270	0	0.0%
House/Private Bath	3,605	3,605	0	0.0%
Summer Session I or II housing				
Laundry Fee	50	50	0	0.0%
Mailbox & Mailroom Services (Fall/Spring)	82	82	0	0.0%
Mailbox & Mailroom Services (Summer)	35	35	0	0.0%
<u>MEAL PLANS</u>				
<u>Fall & Spring Semester</u>				
Tiger 24/7 Day Silver Plan	2,025	2,025	0	0.0%
Tiger 24/7 Day Gold Plan	2,135	2,135	0	0.0%
Tiger 24/7 Day Platinum Plan	2,245	2,245	0	0.0%
Tiger 24/5 Day Commuter Plan	2,025	2,025	0	0.0%
Commuter Block 100	551	551	0	0.0%
Commuter Block 50	330	330	0	0.0%
Commuter Block 25	193	193	0	0.0%
Commuter Block 10	88	88	0	0.0%
<u>Summer Meal Plan</u>				
1 st Six Week Session	550	550	0	0.0%
2 nd Six Week Session	550	550	0	0.0%
<u>OTHER FEES</u>				
<u>LATE REGISTRATION</u>				
Late Registration Fee	50	50	0	0.0%
<u>INTERNATIONAL</u>				
International Student Fee	65	65	0	0.0%
<u>PARKING</u>				
Parking - Faculty/Staff, Fall	30	30	0	0.0%
Parking - Faculty/Staff, Spring	22	22	0	0.0%
Parking - Faculty/Staff, Summer	11	11	0	0.0%
Parking - Student, Fall	14	14	0	0.0%
Parking - Student, Spring	11	11	0	0.0%
Parking - Student, Summer	7	7	0	0.0%
<u>PROMISSORY NOTE</u>				
Promissory Note Fee	25	25	0	0.0%

Louisiana Tech University

Housing Fees:	Current 2023-2024	Proposed 2024-2025	Change	Percentage Change
Residence Halls				
Regular Residence Hall Rate (double occupancy)	1,000	1,000	-	0.0%
Private Residence Hall Rate (Graham Hall)	1,200	1,200	-	0.0%
Regular Residence Hall Rate (triple occupancy)	1,000	800	(200)	-20.0%
University Park (Phase I)				
12-month lease	1,760	1,820	60	3.4%
9-month lease (private)	2,140	2,220	80	3.7%
9-month lease (non-private)	1,650	1,710	60	3.6%
University Park (Phase II)				
12-month lease	2,060	2,130	70	3.4%
9-month lease (private)	2,500	2,600	100	4.0%
9-month lease (non-private)	1,910	1,980	70	3.7%
Park Place				
12-month lease (two and four bedroom)	2,060	2,130	70	3.4%
9-month lease (two and four bedroom private)	2,500	2,600	100	4.0%
9-month lease (two and four bedroom non-private)	1,910	1,980	70	3.7%
One bedroom, 9-month lease	2,770	2,880	110	4.0%
One bedroom, 12-month lease	2,320	2,410	90	3.9%
Legacy Park				
9 month lease (non-private)	1,970	2,030	60	3.0%
12 month lease (non-private)	1,640	1,690	50	3.0%
Potts & Robinson Suites				
9-month lease (non-private)	1,660	1,730	70	4.2%
12 month lease (non-private)	1,360	1,410	50	3.7%
Cottingham, Richardson, and Mitchell Suites				
9-month lease	1,560	1,610	50	3.2%
12-month lease	1,280	1,320	40	3.1%
Cottingham & Richardson Residence Halls				
Residence Hall Rate (9-month lease)	1,580	1,630	50	3.2%
Residence Hall Rate (12-month lease)	1,300	1,340	40	3.1%
1-bed flex (9-month lease)	1,680	1,740	60	3.6%
1-bed flex (12-month lease)	1,380	1,420	40	2.9%
2-bed flex (9-month lease)	1,370	1,410	40	2.9%
2-bed flex (12-month lease)	1,130	1,160	30	2.7%
<i>All Housing rates include rent, utilities, cable, internet and furnishings</i>				
Meal Plan Fees				
All Access plan rate	1,450	1,525	75	5.2%
All Access Premium plan rate (default plan)	1,625	1,690	65	4.0%
All Access Super Premium plan rate	1,770	1,835	65	3.7%
Weekly 12-meal plan rate	1,450	1,525	75	5.2%
All DB 500	500	500	-	0.0%
60 Block 350 DB	760	800	40	5.3%
40 Block 500 DB	800	835	35	4.4%
80 Block 500 DB	1,050	1,050	-	0.0%
Optional Meal Plan Fee				
Commuter Plan A	250	260	10	4.0%
Commuter Plan B		400		

McNeese State University

	Current 2023-2024	Proposed 2024-2025	Increase	Percentage Increase
Housing Fees:				
King, Watkins, Zigler 2 Bed/1 Bath Private	3,075	3,075	-	0.0%
King, Watkins, Zigler 6/2 Semi Private	2,250	2,250	-	0.0%
King, Watkins, Zigler 6/2 Private	2,750	2,750	-	0.0%
King, Watkins, Zigler 6/2 Large Private	3,000	3,000	-	0.0%
Bel and Sallier Gardens 4/2 Private (Apartment)	3,200	3,200	-	0.0%
Collette Hall Private	1,875	1,875	-	0.0%
Burton Hall 2 Bed/1 Bath Private	3,200	3,200	-	0.0%
Burton Hall 4 Bed/2 Bath Private	3,100	3,100	-	0.0%
King, Watkins, Zigler 2 Bed/1 Bath Private ®	3,075	3,200	125	4.1%
King, Watkins, Zigler 6/2 Semi Private ®	2,250	2,400	150	6.7%
King, Watkins, Zigler 6/2 Private ®	2,750	2,900	150	5.5%
King, Watkins, Zigler 6/2 Large Private ®	3,000	3,200	200	6.7%

® Units that have been renovated prior to new housing agreements signed

Meal Plan Fees: *

Ultra-Poke Unlimited with \$285 DB	2,223	2,500	277	12.5%
Kicker with \$295 DB (apartments only) 5 meals/week	975			
Kicker with \$300 DB (apts only) 5 meals		1,100	125	12.8%
Rowdy with \$295 DB 10 meals	1,472			
Rowdy with \$285 DB 10 meals		1,650	178	12.1%
Wrangler \$550 DB only	-	550	550	100.0%
Commuter \$150 DB only **	-	150	150	100.0%
Summer Meal Plan	835			
Lasso with \$100 DB 15 meals/week		900		
Saddle with \$175 DB with 10 meals/week		900	65	7.8%
Unlimited Drink Club	-	87.50	87.50	100.0%

** Fully refundable plan for designated commuter students who do not opt-out of dining services

Other Auxiliary Fees:

N/A

Notes:

* Final rates are subject to the result of contract negotiations with a new dining services provider that will sign a new 10-year agreement starting on July 1, 2024. Final numbers should not have substantial variance.

NICHOLLS STATE UNIVERSITY
Proposed Changes to Student Housing, Meal Plans, and Other Auxiliaries

Type of Charge	Current 2023-2024	Proposed 2024-2025	Increase	Percentage
<u>Housing Rates</u>				
Residence Halls Per Fall/Spring Semester				
Babington and Ellender Halls				
Single Occupancy	3,193	3,257	64	2.0%
Double Occupancy	2,246	2,291	45	2.0%
Calecas Hall				
Single Occupancy	3,476	3,546	70	2.0%
Double Occupancy	2,445	2,494	49	2.0%
Scholars, Millet, Zeringue Halls				
Private	3,876	3,954	78	2.0%
Semi-Private	3,560	3,631	71	2.0%
International / Break - Fall/Spring				
Babington and Ellender Halls				
Single Occupancy	3,560	3,631	71	2.0%
Double Occupancy	2,503	2,553	50	2.0%
Calecas Hall				
Single Occupancy	3,878	3,956	78	2.0%
Double Occupancy	2,725	2,780	55	2.0%
Scholars, Millet, Zeringue Halls				
Private	4,210	4,294	84	2.0%
Semi-Private	3,849	3,926	77	2.0%
Brady Complex Apartments Per Student - Per Fall/Spring				
4 Bedroom w/ 2 Bathroom	4,210	4,294	84	2.0%
2 Bedroom w/ 2 Bathroom	4,691	4,785	94	2.0%
Summer Session - effective Summer 2024				
Eight Week Term				
Brady 4-Bedroom	856	872	16	1.9%
Brady 2 Bedroom	1,072	1,092	20	1.9%
Four Week Term - Mini A & B				
Brady 4-Bedroom	428	436	8	1.9%
Brady 2 Bedroom	536	546	10	1.9%
Family (Married) Housing Rates (Monthly Rates)				
One Bedroom	590	600	10	1.7%
Two Bedroom	653	665	12	1.8%

Type of Charge	Current 2023-2024	Proposed 2024-2025	Increase	Percentage
<u>MEAL PLAN RATES</u>				
<i>NOTE: The University signed a new contract with Sodexo. As part of the contract, the Fall/Spring meal plan levels changed, and the levels are not comparable to last year to show side-by-side.</i>				
Fall / Spring - Per Semester				
Silver Level				
---10 Meals, 5 days/\$296 Munch Money	1,909	n/a		
---15 Meals, 5 days/\$236 Munch Money	1,909	n/a		
---19 Meals, 7 days/\$220 Munch Money	1,909	n/a		
Gold Level				
---10 Meals, 5 days/\$387 Munch Money	2,012	n/a		
---15 Meals, 5 days/\$325 Munch Money	2,012	n/a		
---19 Meals, 7 days/\$310 Munch Money	2,012	n/a		
Unlimited Plan - 7 days/\$213 Dining Dollars	2,425	n/a		
Bronze Level (Brady residents only)				
---5 Meals, 5 days/\$331 Munch Money	1,126	n/a		
Brady - declining balance	642	n/a		
Colonel 10 Meal Plan				
---\$250.00 Munch Money with 30 Meal Trades	n/a	2,075		
---\$300.00 Munch Money with 25 Meal Trades	n/a	2,105		
---\$350.00 Munch Money with 20 Meal Trades	n/a	2,135		
Colonel 15 Meal Plan				
---\$250.00 Munch Money with 30 Meal Trades	n/a	2,138		
---\$300.00 Munch Money with 25 Meal Trades	n/a	2,168		
---\$350.00 Munch Money with 20 Meal Trades	n/a	2,198		
Colonel Unlimited Plan				
---\$250.00 Munch Money with 30 Meal Trades	n/a	2,704		
---\$300.00 Munch Money with 25 Meal Trades	n/a	2,734		
---\$350.00 Munch Money with 20 Meal Trades	n/a	2,764		
Brady Declining Balance - Upperclassmen	n/a	610		
Bronze 5 - plus \$300.00 Flex - Upperclassmen	n/a	1,107		
Summer Session - effective Summer 2024				
Eight Week Session				
---19 Meals, 7 days/\$117 Munch Money	928	1,005	77	8.3%
Four Week Session				
---19 Meals, 7 days/\$62 Munch Money	464	503	39	8.4%
Brady - Eight Week Session - declining balance	329	356	27	8.2%
Brady - Mini A or B - declining balance	174	188	14	8.0%

Northwestern State

	Current 2023-2024	Proposed 2024-2025	Increase	Percentage Increase
Housing Fees:				
University Place Double	2,839	2896	57	2.0%
University Place Single	3,731	3806	75	2.0%
University Columns 4 Bed	3,168	3240	72	2.3%
University Columns 2 Bed	4,140	4232	92	2.2%
University Columns Shared Efficiency	3,179	3247	68	2.1%
Varnado Hall Shared	3,184	3248	64	2.0%
Meal Plan Fees:				
Unlimited Plan	2,245	2,335	90	4.0%
5 MP Plus	1,585	1,648	63	4.0%
Vic's Ultra (all declining balance)	1,200	1,200	-	0.0%
Vic's Lite (all declining balance)	800	800	-	0.0%
2 MP Plus	605	629	24	4.0%
Vic's Commuter (all declining balance)	250	250	-	0.0%
10 Meal Plan	1,155	1,160	5	0.4%

SOUTHEASTERN LOUISIANA UNIVERSITY					
	Current	Proposed		Percentage	
	2023-2024	2024 - 2025	Increase	Increase	
Housing Fees:					
Fall & Spring					
Ascension & Twelve Oaks Residence Halls					
Shared	\$ 3,040	\$3,125	\$ 85	2.8%	
Private	\$ 4,100	\$4,225	\$ 125	3.0%	
Louisiana, Hammond, Pride, Tangipahoa, & Taylor Residence Halls					
Shared	\$ 2,680	\$2,750	\$ 70	2.6%	
Livingston, St. Tammany, & Washington Residence Halls					
Private	\$ 3,800	\$3,900	\$ 100	2.6%	
The Village Residence Hall					
Shared	\$ 2,680	\$2,750	\$ 70	2.6%	
The Village (Organizational Housing)					
Shared	\$ 3,200	\$3,300	\$ 100	3.1%	
Private	\$ 4,100	\$4,225	\$ 125	3.0%	
The Village					
Parlor Fee	\$ 155	\$155	\$ -	0.0%	
Southeastern Oaks Apartments					
2 Bedroom	\$ 4,400	\$4,525	\$ 125	2.8%	
4 Bedroom	\$ 3,700	\$3,800	\$ 100	2.7%	
Summer					
Residence Hall					
Shared	\$ 1,110	\$1,150	\$ 40	3.6%	
Private	\$ 1,535	\$1,575	\$ 40	2.6%	
Southeastern Oaks Apartments					
2 Bedroom	\$ 1,880	\$1,925	\$ 45	2.4%	
4 Bedroom	\$ 1,510	\$1,555	\$ 45	3.0%	
NOTE: 3.00% increase is based on original Housing Proforma.					
Meal Plan Fees:					
					Meal Plan Descriptions
Fall & Spring					
Residential Meal Plans					
Cub Plan	\$ 1,685	\$ 1,775	\$ 90	5.3%	150 meals + \$400 Declining Balance *
Lion Unlimited 200	\$ 1,905	\$ 2,000	\$ 95	5.0%	Unlimited Meals + \$200 Declining Balance **
Lion Unlimited 300	\$ 1,995	\$ 2,100	\$ 105	5.3%	Unlimited Meals + \$300 Declining Balance**
Lion Unlimited 400	\$ 2,085	\$ 2,200	\$ 115	5.5%	Unlimited Meals + \$400 Declining Balance**
Commuter Meal Plans					
Commuter Declining Balance	\$ 300	\$ 300	\$ -	0.0%	All Declining Balance (\$300)
Green 2 / Green 3 / Green 4	\$595/\$695/\$790	\$595/\$695/\$790			50 Meals + \$200/\$300/\$400 Declining Balance
Gold 2 / Gold 3 / Gold 4	\$715/\$805/\$895	\$715/\$805/\$895			80 Meals + \$200/\$300/\$400 Declining Balance***
Summer					
Summer Meal Plan	\$ 475	\$ 500	\$ 25	5.3%	All Declining Balance
*Upper-class resident students only.					
**Beginning Freshman Residents.					
***Minimum buy-in for Organizational Housing Residents is the Gold 4 Plan.					
Proposed increases comply with contractual obligation of food service contract.					
OTHER AUXILIARY FEES					
Student - ID Fee					Increase necessary to provide new and enhanced services, including smart card technology to support contactless readers; increased door access and security cameras; and hardware/ software upgrades. Last increase was 2015-2016.
Fall & Spring	\$ 18.00	\$ 23.00	\$ 5.00	27.8%	
Summer	\$ 9.00	\$ 11.50	\$ 2.50	27.8%	

**UNIVERSITY OF LOUISIANA AT LAFAYETTE
ROOM AND BOARD CHARGES**

	2023-2024	2024-2025	INCREASE/ DECREASE	% INCREASE
DORMITORY:				
Baker & Huger Halls:				
Singles	5,252.00	5,252.00	-	0.0%
Doubles	3,709.00	3,709.00	-	0.0%
Graduate	5,369.00	None		
Staff	5,252.00	5,252.00	-	0.0%
Hall Directors	7,208.00	7,208.00	-	0.0%
Shared Studio Apartment	3,866.00	None		
Private Studio Apartment	5,969.00	None		
Harris:				
Singles	3,427.00	3,427.00	-	0.0%
Doubles	2,549.00	2,549.00	-	0.0%
Graduate	3,514.00	None		
Staff	3,427.00	3,427.00	-	0.0%
Hall Directors	3,904.00	3,904.00	-	0.0%
Agnes Edwards (previously Conference Center):				
Singles	3,539.00	3,539.00	-	0.0%
Doubles	2,653.00	2,653.00	-	0.0%
Triple	1,776.00	1,776.00	-	0.0%
Quad	1,457.00	None		
Graduate	3,626.00	3,626.00	-	0.0%
Staff	3,539.00	3,539.00	-	0.0%
Hall Directors	3,860.00	3,860.00	-	0.0%
Rose Garden (Bonin & Coronna)				
Single suite	5,252.00	5,252.00	-	0.0%
Double suite	3,709.00	3,709.00	-	0.0%
Graduate	5,369.00	None		
Staff	5,252.00	5,252.00	-	0.0%
Hall Directors	7,208.00	7,208.00	-	0.0%
Legacy Park Apartments				
1/1 Shared (shared)	3,658.00	3,658.00	-	0.0%
1/1 Shared (private)	7,315.00	7,315.00	-	0.0%
2/2 Single	4,255.00	4,255.00	-	0.0%
3/3 Single	3,716.00	3,827.00	111.00	3.0%
The Heritage Apartments				
2/2 Single	4,545.00	4,545.00	-	0.0%
3/3 Single	3,988.00	3,988.00	-	0.0%
4/4 Single	3,725.00	3,837.00	112.00	3.0%
Family - Furn.	5,376.00	None		
Family - UnFurn.	5,013.00	None		
Family Housing Cajun Village	3,685.00	3,685.00	-	0.0%
MEALS PLANS:				
Cajun Freedom Unlimited Dining Swipes + \$150 DB	2,309.00	2,369.00	60.00	2.6%
Cajun Select 14 Dining Swipe/week + \$300 DB	1,999.00	2,064.00	65.00	3.3%
Cajun Classic 5 Dining Swipes/week + \$350 DB	1,054.00	1,104.00	50.00	4.7%
RA Meals 5 swipes/week + \$500DB	1,244.00	1,304.00	60.00	4.8%
RA Meal plan 7 swipes/week +500DB	New	1,559.00		
Cajun Classic Light 5 Dining Swipes per week	644.00	659.00	15.00	2.3%
Summer 2024 Meal Plans				
Summer 5-5 meals per week + 125 DB (Default plan for	922.00	942.00	20.00	2.2%
Summer 10-10 Meals per week + 75 DB	922.00	942.00	20.00	2.2%
Summer 15 Meal Plan No DB	922.00	942.00	20.00	2.2%
Summer Light - 5 meals No DB	347.00	362.00	15.00	4.3%
Commuter Meal Plans				
Cajun Commuter - 20 meals/semester + \$50 DB	200.00	210.00	10.00	5.0%
Cajun Commuter - 35 meals/semester + \$75 DB	340.00	350.00	10.00	2.9%
Cajun Commuter - 55 meals/semester + \$100 DB	500.00	510.00	10.00	2.0%

UNIVERSITY OF LOUISIANA AT LAFAYETTE CONTINUED....

	2023-2024	2024-2025	INCREASE/ DECREASE	% INCREASE
Cajun Community - 15 meals/semester + \$80 DB	200.00	205.00	5.00	2.5%
Cajun Community - 25 meals/semester + \$75 DB	250.00	255.00	5.00	2.0%
Cajun Community - 50 meals/semester + \$50 DB	350.00	355.00	5.00	1.4%
Declining Balance Only - \$150 DB	150.00	150.00	-	0.0%
Declining Balance Only - \$300 DB	300.00	300.00	-	0.0%
Declining Balance Only - \$500 DB	500.00	500.00	-	0.0%
Summer Storage Option (Legacy Park & The Heritage Apartments Only) *Per Semester				
1 & 2 bedroom apartments	300.00	300.00	-	0.0%
3 bedroom apartments	450.00	450.00	-	0.0%
4 bedroom apartments	600.00	600.00	-	0.0%

University of Louisiana at Monroe

ROOM ONLY RATES	Current 2023-2024	Proposed 2024-2025	Increase	Percentage Increase
Resident Hall				
Masur Dorm - Double	1,511	1,556	45	3.0%
Madison Dorm - Double	1,636	1,685	49	3.0%
Ouachita Dorm - Double	1,636	1,685	49	3.0%
Masur Dorm - Single	2,425	2,497	72	3.0%
Madison Dorm - Single	2,707	2,788	81	3.0%
Ouachita Dorm - Single	2,707	2,788	81	3.0%
University Suites				
University Commons I	2,411	2,483	72	3.0%
University Commons II	3,082	3,174	92	3.0%
Bayou Suites	3,082	3,174	92	3.0%
University Apartments				
Apt 4 Bedroom 10 month	3,372	3,473	101	3.0%
Apt 4 Bedroom 12 month	3,599	3,707	108	3.0%
Apt 2 Bedroom 12 month	4,106	4,229	123	3.0%
Apt 1 bedroom 12 month	4,862	5,008	146	3.0%
MEAL PLAN RATES				
All Access Unlimited meals + \$150 Flex	2,199	2,300	101	4.6%
Maroon Plan - 160 meals per semester +\$565 Flex	2,041	2,130	89	4.4%
Village Plan-75 meals per sem + \$375 Flex	1,095	1,145	50	4.6%
All Access Gold - Unlimited Meals + \$250 Flex	2,289	2,390	101	4.4%
All Access Platinum - Unlimited Meals + \$350 Flex	2,379	2,480	101	4.2%
Commuter Plan 1- 25 meals + \$50 Flex per sem	250	260	10	4.0%
Commuter Plan 2- all Flex dollars	350	350	-	0.0%
Commuter Plan 3-25 meals + \$400 Flex per sem (NEW)	575	600	25	4.3%
Commuter Plan 4-all Flex dollars (NEW)	600	600	-	0.0%
Schulze Commuter - 30 meals per semester	164	170	6	3.7%

Rationale-

Requested meal plan prices- Proposed increase comply with Aramark's contractual obligation for the CPI.

Requested Housing Rate increases- Proposed increases are in accordance with established Proforma for bond issue.

University of New Orleans

	Current 2023-2024	Proposed 2024-2025	Increase	Percentage Increase
Housing Fees:				
Pontchartrain Hall:				
All residents must purchase a resident meal plan				
SEMESTER (Fall or Spring)				
1 BR	4,660	4,790	130	2.8%
2 BR	3,955	3,955	-	0.0%
4 BR	3,140	3,210	80	2.5%
ACADEMIC (Fall and Spring Semesters)				
1 BR	8,870	9,090	220	2.5%
2 BR	7,600	7,720	120	1.6%
4 BR	6,100	6,280	180	3.0%
FULL YEAR (12 months)				
1 BR	11,200	11,420	240	2.1%
2 BR	9,280	9,565	285	3.1%
4 BR	7,530	7,680	150	2.0%
SUMMER Semester Only				
1 BR	2,850	2,875	25	0.9%
2 BR	2,450	2,500	50	2.0%
4 BR	2,080	2,120	40	1.9%
Conference Rates				
Tier 1: 1 BR Rent 1-3 nights	60	63	3	5.0%
Tier 2: 1 BR Rent 3+ nights	50	53	3	6.0%
Tier 1: 2 BR Rent 1-3 nights	50	53	3	6.0%
Tier 2: 2 BR Rent 3+ nights	40	43	3	7.5%
Tier 1: 4 BR Rent 1-3 nights	45	48	3	6.7%
Tier 2: 4 BR Rent 3+ nights	35	38	3	8.6%
Lafitte Village - Married/Family Student Housing				
1-Bedroom Unit Student	810	830	20	2.5%
1-Bedroom Unit Faculty/ Staff	850	870	20	2.4%
2-Bedroom Unit Student	910	935	25	2.7%
2-Bedroom Unit Faculty/ Staff	960	985	25	2.6%
Associated Fees:				
Living Learning Community Fee (Per semester)		10	10	100.0%
Residence Hall Association Fee		8	8	100.0%
Extended Stay Fee between semesters	300	300		0.0%
Late Rental Fee	35	35		0.0%
Deposit	250	250		0.0%
Application Fee	100	100		0.0%
Contract Buyout Fee	750	750		0.0%
Mardi Gras Visitor Fee	50	50		0.0%
Late Registered Mardi Gras Visitor Fee	75	75		0.0%
Meal Plan Fees:				
Resident Meal Plans				
Privateer Unlimited 19 meals(Galley), 7 trades, + \$150 Declining Balance	2,801	2,975	174	6.2%
Lifestyle 15 meals (Galley plus \$300 Declining Balance	2,507	2,650	143	5.7%
Essentials 12 Meals (Galley) plus \$450 Declining Balance	2,435	2,565	130	5.3%
Summer - all Declining Balance	1,055	1,125	70	6.6%
Commuter Meal Plans				
100 Meal Block plus student choice + \$250 Declining Balance		1,125	NEW PLAN	
75 Meal Block plus student choice + \$200 Declining Balance		875	NEW PLAN	
50 Meal Block plus student choice ADD \$100 Declining Balance	487	550	63	12.9%
25 Meal Block plus student choice NO Declining Balance	260	260	-	0.0%
(Privateer Bucks) Fall & Spring	200	200	-	0.0%
(Privateer Bucks) Summer	100	100	-	0.0%
Scholarship Meal Plans (Students not in Dorm) Athletics and others				
Scholarship Off Campus 5 Meals (Galley) per week plus 500 Declining Balance	1,292	1,364	72	5.6%
Items added for approval with Amendment 2:				
Casual Meal Plans (Door Rates)				
Breakfast	8.66	9.14	0.48	5.60%
Brunch, Lunch, and Dinner	10.82	11.43	0.61	5.60%
Summer Camps:				
Age 12 and under breakfast	7.57	7.99	0.42	5.60%
Age 12 and under lunch and dinner	8.66	9.14	0.48	5.60%
Age 12+ breakfast	8.66	9.14	0.48	5.60%
Age 12+ lunch and dinner	10.82	11.43	0.61	5.60%

Energy Surcharge and Other Fees

FY 2024-2025

	Current	Change	Proposed	Staff Approved Comments	Log
Grambling					
Energy Surcharge	\$ 10.00	-	\$ 10.00		
Louisiana Tech University					
Energy Surcharge	\$ 10.00	-	\$ 10.00		
Flight Opers Program-Oper and Maint. Surcharge	\$ 45.00	20.00	\$ 65.00	11/15/2023 Increased costs for airplane maintenance	2024-31
Flight Opers Program-Oral Pre/Post Flight Instr Fee	\$ 40.00	5.00	\$ 45.00	11/15/2023 Increased costs for experienced certified flight instructors.	2024-32
McNeese State University					
Energy Surcharge	\$ 10.00	\$ -	\$ 10.00		
HHP 285 (Health and Human Performance)	\$ 40.00	\$ 35.00	\$ 75.00	9/2/2023 Increased orthopedic taping/bracing costs	2024-27
Enrollment Services Fee	\$20-\$30		\$22-\$35	10/27/2023 graduation costs, I.D. Cards	2024-29
Art 462	\$ -	\$ 5.00	\$ 5.00	11/14/2023 Art department supplies	2024-30
EDUC 476P and EDUC 478P	\$ -	\$ 300.00	\$ 300.00	2/28/2024 Burton College of Educ. internship costs	2024-34
Nicholls State					
Energy Surcharge	\$ 10.00	\$ (1.00)	\$ 9.00		
DIET 113	\$ 100.00	\$ 25.00	\$ 125.00	7/31/2023 PPE for students	2024-02
COMD 436	\$ 50.00	\$ 25.00	\$ 75.00	7/31/2023 software for clinical treatment sessions	2024-03
AHSC 312	\$ 40.00	\$ -	\$ 40.00	7/31/2023 Move lab fee from AHSC 410 to AHSC 312	2024-04
COMD 395	\$ 25.00	\$ 25.00	\$ 50.00	7/31/2023 scoring forms, gloves, tongue blaes, & other supp	2024-05
DIET 404	\$ 60.00	\$ 20.00	\$ 80.00	7/31/2023 Food costs	2024-06
DIET 419	\$ 70.00	\$ 20.00	\$ 90.00	7/31/2023 blood glucose strips, Ppe electronic subscription	2024-07
DIET 201	\$ 40.00	\$ 25.00	\$ 65.00	7/31/2023 software licenses and food	2024-08
DIET 264	\$ 70.00	\$ 20.00	\$ 90.00	7/31/2023 software licenses	2024-09
All Certificate Programs	\$ -	\$ 10.00	\$ 10.00	10/4/2023 \$10 application fee for awarding certificate	2024-28

Northwestern State University

Energy Surcharge	\$ 8.00	\$ -	\$ 8.00		
55 ART courses	various	various	various	8/18/2023	See separate schedule provided by NSU; cost for most consumable supplies increased and fee has not been updated since 2005. Some new lab fees requested 2024-10
4 CHEM and 5 PHYS courses	various	various	various	8/18/2023	See separate schedule; cost for supplies increased and fee hasn't been updated since 2006. Some new lab fees requested 2024-11
8 Louisiana Scholars College courses	\$ 10.00	\$ 12.00	\$ 22.00	8/18/2023	See separate schedule; the cost of thesis printing and binding has increased significantly and the fee has not been updated since 2005 2024-12
48 Engineering Technology courses	various	various	various	8/18/2023	See separate schedule; costs of supplies have increased, new software is required and some of these fees have not been updated dating back to 1983. Some new courses with new lab fees 2024-13
52 Biology and Vet Tech courses	various	various	various	8/18/2023	See separate schedule; costs of supplies have increased and some of these fees have not been updated dating back to 1983. Some with new lab fees 2024-14

Southeastern Louisiana University

Energy Surcharge	\$ 10.00	\$ -	\$ 10.00		
Late Graduation Fee	\$15-\$25	n/a	\$ 50.00	2/15/2024	Increases fee & eliminates the graduated fee structure 2024-33

University of Louisiana at Lafayette						
Energy Surcharge	\$	10.00	\$	-	\$	10.00
VIAR 101, 102	\$	-	\$	45.00	\$	45.00
					9/6/2024 To provide consumable supplies	2024-15
					Increase in cost of consumables, existing fee	
VIAR 111, 112, 312	\$	15.00	\$	30.00	\$	45.00
					9/6/2024 has not been adjusted in over 20 years	2024-15
VIAR 211	\$	15.00	\$	85.00	\$	100.00
					9/6/2024 Increase in cost of consumables	2024-16
VIAR 215, 216, 315, 415	\$	15.00	\$	35.00	\$	50.00
					9/6/2024 Increase in cost of consumables	2024-17
VIAR 250, 350, 450	\$	25.00	\$	125.00	\$	150.00
					9/6/2024 Increase in cost of consumables	2024-18
VIAR 303,304, 305, 375, 376, 380, 385, 398, 403, 470,480	\$	127.00	\$	23.00	\$	150.00
					9/6/2024 Increase in cost of consumables	2024-18
VIAR 260, 360, 460	\$	82.00	\$	45.00	\$	127.00
					9/6/2024 Increase in cost of consumables	2024-19
VIAR 309	\$	125.00	\$	(125.00)	\$	-
					9/6/2024 Original purpose for fee has been removed.	2024-20
VIAR 344	\$	-	\$	25.00	\$	25.00
					9/6/2024 New fee requested to provide consumables	2024-21
VIAR 345, 346, 347, 348, 349	\$	25.00	\$	50.00	\$	75.00
					9/6/2024 Increase in cost of consumables	2024-22
VIAR 410	\$	-	\$	15.00	\$	15.00
					9/6/2024 New fee requested to provide consumables	2024-23
VIAR 445, 446	\$	25.00	\$	100.00	\$	125.00
					9/6/2024 Increase in cost of consumables	2024-24
VIAR 335, 445					These courses are no longer utilizing computer lab; reduction in the course fee is to	
					accomodate for that	2024-26
	\$	247.00	\$	(92.00)	\$	155.00

University of Louisiana at Monroe						
Energy Surcharge	\$	10.00	\$	-	\$	10.00
MLSC 2001 3010 3015 3030 3034 3038 4010	\$	-	\$	100.00	\$	100.00
					5/26/2023 lab fees for Medical Laboratory Science course	2024-01

University of New Orleans						
Energy Surcharge	\$	10.00	\$	-	\$	10.00

Support for NSU fees requested

FINE & GRAPHIC ARTS									
Line #	Course	Hours	Title	Current Fee	Approved	Proposed Fee	Average Annual Enrollment	Projected Annual Collection	Comments
1	ART 1010	3-1-5	Design I	\$25	6/1/2005	\$50	30	\$1,500	The cost for most student consumable art supplies needed for this course (i.e., portfolio, sketchpad, bristol board, adhesives, color aide paper, paint, pencils, ink markers) has increased significantly since 2005.
2	ART 1020	2-1-5	Design II	\$25	6/1/2005	\$50	30	\$1,500	The cost for most consumable student art supplies needed for this course (i.e., plaster, foam, wire, aluminum, bristol board, adhesives, color aide paper, paint, pencils, ink markers) has increased significantly since 2005.
3	ART 1060	3-1-5	Drawing I	\$25	6/1/2005	\$50	40	\$2,000	The cost for most student consumable art supplies needed for this course (i.e., pencils, paper, charcoal, conte crayons, etc.) has increased significantly since 2005.
4	ART 1070	3-1-5	Drawing 2	\$25	6/1/2005	\$50	30	\$1,500	The cost for most consumable student art supplies needed for this course (i.e., pencils, paper, charcoal, conte crayons, etc.) has increased significantly since 2005.
5	ART 1350	2-1-5	Sculpture I	\$50	6/1/2005	\$75	30	\$2,250	The cost for most consumable student art supplies needed for this course (i.e., wood, nails, adhesives, plaster, wax, silicone, aluminum, modeling clay, sand paper, 3-D printing filament) has increased significantly since 2005.
6	ART 2000	2-1-5	Ceramics I	\$45	6/1/2005	\$90	35	\$3,150	The cost for most consumable student art supplies needed for this course (i.e., clay, glazes, glaze chemicals, resist, etc.) has increased significantly since 2005.
7	ART 2140	3-1-5	Painting I	\$25	6/1/2005	\$50	15	\$750	The cost for most consumable student art supplies needed for this course (i.e., paints, brushes, canvas, paper, wood stretchers, etc.) has increased significantly since 2005.
8	ART 2020	3-1-5	Drawing III	\$25	6/5/2005	\$50	15	\$750	The cost for most consumable student art supplies needed for this course (i.e., pencils, paper, charcoal, conte crayons, etc.) has increased significantly since 2005.
9	ART 2040	2 or 3-1-5	Drawing III	\$15	6/1/2005	\$50	15	\$750	The cost for most consumable student art supplies needed for this course (i.e., pencils, paper, charcoal, conte crayons, etc.) has increased significantly since 2005.
10	ART 2060	3-1-5	Ceramics II	\$45	6/1/2005	\$90	15	\$1,350	The cost for most student art supplies needed for this course (i.e., clay, glazes, glaze chemicals, resist, etc.) has increased significantly since 2005.
11	ART 2120	3-1-5	Figure Drawing I	\$50	6/1/2005	\$75	10	\$750	The cost for most consumable student art supplies needed for this course (i.e., pencils, paper, charcoal, conte crayons, etc.) has increased significantly since 2005.
12	ART 2130	3-1-5	Figure Drawing II	\$50	6/1/2005	\$75	10	\$750	The cost for most consumable student art supplies needed for this course (i.e., pencils, paper, charcoal, conte crayons, etc.) has increased significantly since 2005.

FINE & GRAPHIC ARTS									
Line #	Course	Hours	Title	Current Fee	Approved	Proposed Fee	Average Annual Enrollment	Projected Annual Collection	Comments
13	ART 2270	3-1-5	Crafts I	\$45	6/1/2005	\$50	8	\$400	The cost for most consumable student art supplies needed for this course (i.e., cooper, silver, wood, chemicals, 3-D printing filament, etc.) has increased significantly since 2005.
14	ART 2290	3-1-5	Photo I	\$45	6/1/2005	\$90	30	\$2,700	The cost for most consumable student art supplies needed for this course (i.e., chemicals, paper, film, etc.) has increased significantly since 2005.
15	ART 2340	3-1-5	Painting II	\$25	6/1/2005	\$50	15	\$750	The cost for most consumable student art supplies needed for this course (i.e., paints, brushes, canvas, paper, wood stretchers, etc.) has increased significantly since 2005.
16	ART 2350	3-1-5	Sculpture II	\$50	6/1/2005	\$75	15	\$1,125	The cost for most consumable student art supplies needed for this course (i.e., purchase of oxygen for welding and metal for welding, silicon for molds, wax, etc.) has increased significantly since 2005.
17	ART 2560	3-1-5	New Media I	\$45	6/1/2005	\$90	15	\$1,350	The cost for most consumable student media supplies needed for this course (i.e., paper, ink, 3-D printing filament, etc.) has increased significantly since 2005.
18	ART 3010	3-1-4	Painting III	\$25	6/1/2005	\$50	10	\$500	The cost for most consumable student art supplies needed for this course (i.e., paints, brushes, canvas, paper, wood stretchers, etc.) has increased significantly since 2005.
19	ART 3020	3-1-5	Drawing IV	\$25	6/1/2005	\$50	10	\$500	The cost for most consumable student art supplies needed for this course (i.e., pencils, paper, charcoal, conte crayons, etc.) has increased significantly since 2005.
20	ART 3210	3-1-5	Painting IV	\$25	6/1/2005	\$75	8	\$600	The cost for most consumable student art supplies needed for this course (i.e., paints, brushes, canvas, paper, wood stretchers, etc.) has increased significantly since 2005.
21	ART 3250	3-1-5	Painting V	\$50	6/1/2005	\$90	5	\$450	The cost for most consumable student art supplies needed for this course (i.e., paints, brushes, canvas, paper, wood stretchers, etc.) has increased significantly since 2005.
22	ART 3260	3-1-5	Ceramics IV	\$50	6/1/2005	\$90	10	\$900	The cost for most consumable student art supplies needed for this course (i.e., clay, glazes, glaze chemicals, resist, etc.) has increased significantly since 2005.
23	ART 3270	3-1-5	Crafts II	\$45	6/1/2005	\$90	8	\$720	The cost for most consumable student art supplies needed for this course (i.e., cooper, silver, wood, chemicals, 3-D printing filament, etc.) has increased significantly since 2005.
24	ART 3280	3-1-5	Printmaking I	\$45	6/1/2005	\$90	15	\$1,350	The cost for most consumable student printmaking supplies (i.e., paper, ink, etching plates, linoleum, consumable lithography supplies, etc.) has increased significantly since 2005.

Support for NSU fees requested

FINE & GRAPHIC ARTS									
Line #	Course	Hours	Title	Current Fee	Approved	Proposed Fee	Average Annual Enrollment	Projected Annual Collection	Comments
25	ART 3350	3-1-5	Sculpture III	\$50	6/1/2005	\$90	5	\$450	The cost for most consumable student art supplies needed for this course (i.e., purchase of oxygen for welding and metal for welding, silicon for molds, wax, etc.) has increased significantly since 2005.
26	ART 3560	3-1-5	Graph Com II	\$45	6/1/2005	\$90	15	\$1,350	The cost for most consumable student art supplies needed for graphic communication (i.e., paper, ink, 3-D printing filament, etc) has increased significantly since 2005.
27	ART 3580	3-1-5	Printmaking II	\$45	6/1/2005	\$90	15	\$1,350	The cost for most consumable student printmaking supplies (i.e., paper, ink, etching plates, linoleum, consumable lithography supplies, etc.) has increased significantly since 2005.
28	ART 3960	3-1-5	Graph Com III	\$45	6/1/2005	\$90	15	\$1,350	The cost for most consumable student art supplies needed for graphic communication (i.e., paper, ink, 3-D printing filament, etc) has increased significantly since 2005.
29	ART 4030	3-1-5	Advanced Studio Problems	\$5-25	6/1/2005	\$75	5	\$375	The cost of consumable art supplied needed by students in this course has increased significantly since 2005.
30	ART 4390	3-1-5	Photography II	\$45	6/1/2005	\$90	15	\$1,350	The cost for most consumable student art supplies needed for this course (i.e., chemicals, paper, film, etc.) has increased significantly since 2005.
31	ART 4400	3-1-5	Commercial Illustration	\$45	6/1/2005	\$75	25	\$1,875	The cost for most consumable student art supplies in illustration (i.e., pencils, paper, charcoal, conte crayons, etc) has increased significantly since 2005.
32	ART 4450	3-1-5	Painting VI	\$25	6/1/2005	\$75	5	\$375	The cost for most consumable student art supplies needed for this course (i.e., paints, brushes, canvas, paper, wood stretchers, etc.) has increased significantly since 2005.
33	ART 4460	3-1-5	Ceramics V	\$50	6/1/2005	\$90	8	\$720	The cost for most consumable student art supplies needed for this course (i.e., clay, glazes, glaze chemicals, resist, etc.) has increased significantly since 2005.
34	ART 4480	3-1-5	Printmaking III	\$45	6/1/2005	\$90	10	\$900	The cost for most student printmaking supplies (i.e., paper, ink, etching plates, linoleum, consumable lithography supplies , etc.) has increased significantly since 2005.
35	ART 4490	3-1-5	Photography III	\$45	6/1/2005	\$90	5	\$450	The cost for most consumable student art supplies needed for this course (i.e., chemicals, paper, film, etc.) has increased significantly since 2005.
36	ART 4560	3-1-5	Graph Com IV	\$45	6/1/2005	\$90	10	\$900	The cost for most consumable student art supplies needed for graphic communication (i.e., paper, ink, 3-D printing filament, etc) has increased significantly since 2005.

FINE & GRAPHIC ARTS									
Line #	Course	Hours	Title	Current Fee	Approved	Proposed Fee	Average Annual Enrollment	Projected Annual Collection	Comments
37	ART 4590	3-1-5	Special Problems Photography	\$45	6/1/2005	\$90	5	\$450	The cost for most consumable student art supplies needed for this course (i.e., chemicals, paper, film, etc.) has increased significantly since 2005.
38	ART 4690	3-3-0	Portrait Photography	\$45	6/1/2005	\$90	5	\$450	The cost for most consumable student art supplies needed for this course (i.e., chemicals, paper, film, etc.) has increased significantly since 2005.
39	ART 5010	3-3-0	Advanced Problem Painting	\$25	6/1/2005	\$50	5	\$250	The cost for most consumable student art supplies needed for this course (i.e., paints, brushes, canvas, paper, wood stretchers, etc.) has increased significantly since 2005.
40	ART 5080	3-1-5	Advanced Problems Design	\$50	6/1/2005	\$75	5	\$375	The cost for most consumable student art supplies needed for this course (i.e., paper, ink, etc.) has increased significantly since 2005.
41	ART 5090	3-1-5	Advanced Problems Photography	\$50	6/1/2005	\$90	5	\$450	The cost for most consumable student art supplies needed for this course (i.e., chemicals, paper, film, etc.) has increased significantly since 2005.
42	ART 5110	3-1-5	Advanced Problems Crafts	\$50	6/1/2005	\$90	5	\$450	The cost of consumable art supplied needed by students in this course has increased significantly since 2005.
43	ART 5130	3-1-5	Advanced Problems Sculpture	\$50	6/1/2005	\$90	5	\$450	The cost of consumable art supplied needed by students in this course has increased significantly since 2005.
44	ART 5140	3-1-5	Experimental Studio	\$50	6/1/2005	\$90	5	\$450	The cost of consumable art supplied needed by students in this course has increased significantly since 2005.
45	ART 5220	3-1-5	Advanced Problems in Graphics	\$45	6/1/2005	\$90	5	\$450	The cost for most student art supplies needed for graphic communication (i.e., paper, ink, 3-D printing filament, etc) has increased significantly since 2005.
46	ART 5240	3-1-5	Graduate Studio	\$45	6/1/2005	\$60	5	\$300	The cost of consumable art supplied needed by students in this course has increased significantly since 2005.
47	ART 5420	3-1-5	Advanced Problems in Printmaking	\$25	6/1/2005	\$75	5	\$375	The cost for most student printmaking supplies (i.e., paper, ink, etching plates, linoleum, consumable lithography supplies, etc.) has increased significantly since 2005.
48	ART 5440	3-1-5	Advanced Problems Ceramics	\$50	6/1/2005	\$90	5	\$450	The cost for most consumable student art supplies needed for this course (i.e., clay, glazes, glaze chemicals, resist, etc.) has increased significantly since 2005.

Support for NSU fees requested

FINE & GRAPHIC ARTS									
Line #	Course	Hours	Title	Current Fee	Approved	Proposed Fee	Average Annual Enrollment	Projected Annual Collection	Comments
49	ART 5450	3-1-5	Advanced Problems Commercial Art	\$50	6/1/2005	\$90	5	\$450	The cost for most consumable student art supplies in illustration (i.e., pencils, paper, charcoal, conte crayons, etc) has increased significantly since 2005.
50	ART 2280	3-1-5	Introduction to Textiles			\$50	8	\$400	This is a new lab fee. Collected funds will be used to purchase consumable student materials (i.e., thread, needles, cloth, wool, cotton, silk, yarn, etc.).
51	ART 3130	3-1-5	Fiber II			\$50	8	\$400	This is a new lab fee. Collected funds will be used to purchase consumable student materials (i.e., thread, needles, cloth, wool, cotton, silk, yarn, etc.).
52	ART 3880	3-1-5	Fiber III			\$50	8	\$400	This is a new lab fee. Collected funds will be used to purchase consumable student materials (i.e., thread, needles, cloth, wool, cotton, silk, yarn, etc.).
53	ART 4890	3-1-5	Advertising and Commercial Photography	\$45	6/1/2005	\$90	5	\$450	The cost for most consumable student art supplies needed for this course (i.e., chemicals, paper, film, etc.) has increased significantly since 2005.
54	ART 4980	3-3-0	Professional Practice			\$50	10	\$500	This is a new lab fee. Collected funds will be used to purchase consumable student materials (i.e., paint, portfolio, nails, paper, ink, foamcore, etc.).
55	ART 4990	3-3-0	Senior Exhibition			\$50	10	\$500	This is a new lab fee. Collected funds will be used to purchase consumable student materials (i.e., paint, portfolio, nails, paper, ink, foamcore, etc.).

CHEM & PHYS

Course	Hours	Title	Current Fee	Approved	Proposed Fee	Average Annual Enrollment	Projected Annual Collection	Comments
CHEM1031	1-0-3	General Chemistry Laboratory	\$45	5/12/2006	\$60	150	\$8,640	The cost of chemicals, plasticware, disposable equipment , and other reagents needed to operate the chemical analytical equipment has increased significantly since 2006.
CHEM1041	1-0-3	General Chemistry Laboratory	\$45	5/12/2006	\$60	100	\$6,000	The cost of chemicals, plasticware, disposable equipment , and other reagents needed to operate the chemical analytical equipment has increased significantly since 2006.
CHEM4041	1-0-3	General Biochemistry I Laboratory	\$60	5/12/2006	\$80	10	\$800	The cost of chemicals, plasticware, disposable equipment , and other reagents needed to operate the chemical analytical equipment has increased significantly since 2006.
CHEM4910	3-3-0	Capstone Course for Chemistry	\$10	10/12/2020	\$80	20	\$1,600	This is a new lab fee request. Collected fees will be used to cover the cost of chemicals, plasticware, disposable equipment , and other reagents needed to operate the chemical analytical equipment. The cost for these
PHYS2031	1-0-3	General Physics Laboratory	\$45	5/12/2006	\$60	100	\$6,000	The cost of individual student electronics/robotics kits, disposable equipment , and other reagents needed to operate the analytical equipment has increased significantly since 2006.
PHYS2041	1-0-3	General Physics Laboratory	\$45	5/12/2006	\$60	80	\$4,800	The cost of individual student electronics/robotics kits, disposable equipment , and other reagents needed to operate the analytical equipment has increased significantly since 2006.
PHYS2511	1-0-3	General Analytical Physics Laboratory	\$45	5/12/2006	\$60	5	\$300	The cost of individual student electronics/robotics kits, disposable equipment , and other reagents needed to operate the analytical equipment has increased significantly since 2006.
PHYS2521	1-0-3	General Analytical Physics Laboratory	\$45	5/12/2006	\$60	5	\$300	The cost of individual student electronics/robotics kits, disposable equipment , and other reagents needed to operate the analytical equipment has increased significantly since 2006.
PHYS4930	3-3-0	Capstone Course for Physics	\$10	10/12/2020	\$80	10	\$800	This is a new lab fee request. Collected fees will be used to cover the cost of individual student electronics/robotics kits, disposable equipment , and other reagents needed to operate the analytical equipment. The cost for

Support for NSU fees requested

LOUISIANA SCHOLARS' COLLEGE									
Line #	Course	Hours	Title	Current Fee	Approved	Proposed Fee	Average Annual Enrollment*	Projected Annual Collection	Comments
1	SBUS 480T	2-0-0	Thesis Research: Business	\$10.00	7/12/2005	\$22	2	\$44	The cost of thesis printing and binding has increased significantly since 2005.
2	SBUS 482T	3-0-0	Thesis: Business	\$10.00	7/12/2005	\$22	2	\$44	The cost of thesis printing and binding has increased significantly since 2005.
3	SFPA 480T	2-0-0	Thesis Research - Fine and Performing Arts	\$10.00	7/12/2005	\$22	3	\$66	The cost of thesis printing and binding has increased significantly since 2005.
4	SFPA 482T	3-0-0	Thesis - Fine and Performing Arts	\$10.00	7/12/2005	\$22	3	\$66	The cost of thesis printing and binding has increased significantly since 2005.
5	SHUM 480T	2-0-0	Thesis Research - Humanities and Social Thought	\$10.00	7/12/2005	\$22	14	\$308	The cost of thesis printing and binding has increased significantly since 2005.
6	SHUM 482T	3-0-0	Thesis - Humanities and Social Thought	\$10.00	7/12/2005	\$22	14	\$308	The cost of thesis printing and binding has increased significantly since 2005.
7	SSCI 480T	2-0-0	Thesis Research - Scientific Inquiry	\$10.00	7/12/2005	\$22	6	\$132	The cost of thesis printing and binding has increased significantly since 2005.
8	SSCI 482T	3-0-0	Thesis - Scientific Inquiry	\$10.00	7/12/2005	\$22	5	\$110	The cost of thesis printing and binding has increased significantly since 2005.

*Ten year average: 2012-2021

ENGINEERING TECHNOLOGY									
Line #	Course	Hours	Title	Current Fee	Approved	Proposed Fee	Average Annual Enrollment	Projected Annual Collection	Comments
1	BMET3370	3-3-0	BIOMEDICAL INSTRUMENTATION	\$10	1/25/2008	\$20	6	\$120	Most biomedical supply kits (electronic sensors, actuators, servo, stepper motors, 3D printing filaments) and disposable (artificial skins, electrodes for EKG) equipment costs have significantly increased since 2006. Also, a new software package (Mathlab-Simulink) is introduced which requires an annual subscription and maintenance.
2	BMET3371	1-0-2	BIOMEDICAL INSTRUMENTATION LAB	\$10	1/25/2008	\$50	5	\$250	Most biomedical supply kits (electronic sensors, actuators, servo, stepper motors, 3D printing filaments) and disposable (artificial skins, electrodes for EKG) equipment costs have significantly increased since 2006. Also, a new software package (Mathlab-Simulink) is introduced which requires an annual subscription and maintenance.
3	BMET4950	3 to 6-0-0	BIOMEDICAL INTERNSHIP	\$10	6/30/1983	\$50	4	\$200	Most biomedical supply kits (electronic sensors, actuators, servo, stepper motors, 3D printing filaments) and disposable (artificial skins, electrodes for EKG) equipment costs have significantly increased since 2006. Also, a new software package (Mathlab-Simulink) is introduced which requires an annual subscription and maintenance. (BMET internship sometimes offered in house)
4	EET1300	3-3-0	ELECTRICAL PRIN I	\$10	6/30/1983	\$20	129	\$2,580	Additional software packages (multi-sim, Matlab-Simulink) are introduced for demonstration and simulation purposes, which require an annual subscription and maintenance.
5	EET1301	1-0-2	ELECT PRIN I LAB	\$30	10/1/1996	\$50	126	\$6,300	Most electronics supply kits and disposable components (diodes, resistors, transistors, breadboard, wire connectors) cost has significantly increased since 2006. New software activities (multi-sim, Matlab-Simulink) are added since 2006, which require annual subscriptions and maintenance.
6	EET1311	1-0-2	ELECTRONIC FAB LAB	\$30	1/25/1999	\$50	101	\$5,050	Most electronics supply kits (such as radio, and multimeter kits) and disposable components (diodes, resistors, transistors, breadboard, wire connectors)costs have significantly increased since 2006. New software (multi-sim, Matlab-Simulink) activities are added since 2006, which require annual subscriptions and maintenance.
7	EET1320	3-3-0	ELECTRICAL PRINCIPLES II	\$10	6/30/1983	\$20	93	\$1,860	New software (multi-sim, Matlab-Simulink) activities are added since 2006 for demonstration and simulation purposes, which require annual subscriptions and maintenance.
8	EET1321	1-0-2	ELEC PRINCIPLES II LAB	\$30	10/1/1996	\$50	89	\$4,450	Most electronics supply kits and disposable components (diodes, resistors, transistors, breadboard, wire connectors) cost has significantly increased since 2006. New software activities (multi-sim, Matlab-Simulink) are added since 2006, which require annual subscriptions and maintenance.

ENGINEERING TECHNOLOGY									
Line #	Course	Hours	Title	Current Fee	Approved	Proposed Fee	Average Annual Enrollment	Projected Annual Collection	Comments
9	EET1330	3-3-0	DIGITAL ELEC I	\$10	6/30/1983	\$20	45	\$900	New software (multi-sim, Matlab-Simulink) activities are added since 2006 for demonstration and simulation purposes, which require annual subscriptions and maintenance.
10	EET1331	1-0-2	DIGITAL ELEC I LAB	\$30	1/25/1999	\$50	45	\$2,250	Most electronics supply kits and disposable components (diodes, resistors, transistors, breadboard, wire connectors) cost has significantly increased since 2006. New software activities (multi-sim, Matlab-Simulink) are added since 2006, which require annual subscriptions and maintenance.
11	EET2330	3-3-0	ELECTRIC MOTOR CONTROLS			\$20	10	\$200	New software (multi-sim, Matlab-Simulink) activities are added since 2006 for demonstration and simulation purposes, which require annual subscriptions and maintenance.
12	EET2331	1-0-2	ELECTRIC MOTOR CONTROLS LAB	\$30		\$50	8	\$400	Most electronics supply kits and disposable components (diodes, resistors, transistors, breadboard, wire connectors) cost has significantly increased since 2006. New software activities (multi-sim, Matlab-Simulink) are added since 2006, which require annual subscriptions and maintenance.
13	EET3310	3-3-0	DIGITAL ELECTRONICS II	\$10	6/30/1983	\$20	31	\$620	New software (multi-sim, Matlab-Simulink) activities are added since 2006 for demonstration and simulation purposes, which require annual subscriptions and maintenance.
14	EET3311	1-0-2	DIGITAL ELECT II LAB	\$30	7/21/1999	\$50	31	\$1,550	Most electronics supply kits and disposable components (diodes, resistors, transistors, breadboard, wire connectors) cost has significantly increased since 2006. New software activities (multi-sim, Matlab-Simulink) are added since 2006, which require annual subscriptions and maintenance.
15	EET3340	3-3-0	ADVANCED ELECTRONICS	\$10	6/30/1983	\$20	29	\$580	New software (multi-sim, Matlab-Simulink) activities are added since 2006 for demonstration and simulation purposes, which require annual subscriptions and maintenance.
16	EET3341	1-0-2	ADVANCED ELECTRONICS LAB	\$30	10/1/1996	\$50	29	\$1,450	Most electronics supply kits and disposable components (diodes, resistors, transistors, breadboard, wire connectors) cost has significantly increased since 2006. New software activities (multi-sim, Matlab-Simulink) are added since 2006, which require annual subscriptions and maintenance.

Support for NSU fees requested

ENGINEERING TECHNOLOGY									
Line #	Course	Hours	Title	Current Fee	Approved	Proposed Fee	Average Annual Enrollment	Projected Annual Collection	Comments
17	EET3360	3-3-0	INSTRUMENTS & CONTROLS	\$10	6/30/1983	\$20	32	\$640	New software (multi-sim, Matlab-Simulink) activities are added since 2006 for demonstration and simulation purposes, which require annual subscriptions and maintenance.
18	EET3361	1-0-2	INSTR & CONTROLS LAB	\$30	1/12/1999	\$50	31	\$1,550	Most electronics supply kits and disposable components (diodes, resistors, transistors, breadboard, wire connectors) cost has significantly increased since 2006. New software activities (multi-sim, Matlab-Simulink) are added since 2006, which require annual subscriptions and maintenance.
19	EET4300	3-3-0	MICROPROCESSOR FUNDAMENT	\$10	6/30/1983	\$20	27	\$540	New software (multi-sim, Matlab-Simulink) activities are added since 2006 for demonstration and simulation purposes, which require annual subscriptions and maintenance.
20	EET4301	1-0-2	MICROPROCESSOR FUND LAB	\$30	10/1/1996	\$50	27	\$1,350	Most electronics supply kits and disposable components (diodes, resistors, transistors, breadboard, wire connectors) cost has significantly increased since 2006. New software activities (multi-sim, Matlab-Simulink) are added since 2006, which require annual subscriptions and maintenance.
21	EET4350	3-3-0	AUTOMATION & CONTROL	\$10	6/30/1983	\$20	21	\$420	New software (multi-sim, Matlab-Simulink) activities are added since 2006 for demonstration and simulation purposes, which require annual subscriptions and maintenance.
22	EET4351	1-0-2	AUTOMATION & CONTROL LAB	\$30	1/25/1999	\$50	21	\$1,050	Most electronics supply kits and disposable components (diodes, resistors, transistors, breadboard, wire connectors) cost has significantly increased since 2006. New software activities (multi-sim, Matlab-Simulink) are added since 2006, which require annual subscriptions and maintenance.
23	EET4390	3-3-0	DIGITAL COMMUNICATIONS	\$10	6/30/1983	\$20	26	\$520	New software (multi-sim, Matlab-Simulink) activities are added since 2006 for demonstration and simulation purposes, which require annual subscriptions and maintenance.
24	EET4920	1 to 3-0-0	ADV SPECIAL PROBLEMS			\$50	1	\$50	Most electronics supply kits and disposable components (diodes, resistors, transistors, breadboard, wire connectors, 3D printing supplies) cost has significantly increased since 2006. New software activities (multi-sim, Matlab-Simulink) are added since 2006, which require annual subscriptions and maintenance.

ENGINEERING TECHNOLOGY									
Line #	Course	Hours	Title	Current Fee	Approved	Proposed Fee	Average Annual Enrollment	Projected Annual Collection	Comments
25	EET4940	3-3-0	PROJECT DESIGN I	\$30	7/21/1999	\$50	72	\$3,600	Most electronics supply kits and disposable components (diodes, resistors, transistors, breadboard, wire connectors, 3D printing supplies) cost has significantly increased since 2006. New software activities (multi-sim, Matlab-Simulink) are added since 2006, which require annual subscriptions and maintenance.
26	EET4950	3-0-0	PROJECT DESIGN II	\$10	6/30/1983	\$50	7	\$350	Most electronics supply kits and disposable components (diodes, resistors, transistors, breadboard, wire connectors, 3D printing supplies) cost has significantly increased since 2006. New software activities (multi-sim, Matlab-Simulink) are added since 2006, which require annual subscriptions and maintenance.
27	IET1080	3-3-0	PROGRAMMING FOR ET	\$10	6/30/1983	\$50	16	\$800	This is a new course. A software package (Matlab) is associated with this course, which requires annual subscriptions and maintenance.
28	IET1400	3-2-2-	TECHNICAL DRAFTING I	\$30	7/1/2001	\$50	140	\$7,000	The AutoCAD and inventor software is added to this course which requires periodic upgradation and maintenance. Some newly introduced video instructions require disposable earphones. Additional activities are added since 2006, which require buying some disposable hardware supplies every semester, including 3D printing supplies (filament, extruder head, and disposable components).
29	IET1700	1-1-0	INTRO ENGINEERING TECH	\$10	6/30/1983	\$50	150	\$7,500	New software activities (Matlab, Minitab) are added since 2006, for demonstration and simulation purposes, which require annual subscriptions and maintenance.
30	IET1800	3-3-0	OCCUPATION SAFETY & HLTH	\$10	6/30/1983	\$20	102	\$2,040	Most lab supply kits and disposable component cost has significantly increased since 2006. Also, some new software activities are added since 2006, which require annual subscriptions and maintenance.
31	IET2020	3-2-2	METALS MACHINING I	\$30	7/30/2001	\$50	55	\$2,750	Most lab supply kits (metal specimens, measurement kits) and disposable components (such as machining oil, lube oil, machine cleaning, and maintenance supplies) cost has significantly increased since 2006. Also, some new software activities are added since 2006, which require annual subscriptions and maintenance.
32	IET2040	3-3-0	Statistics for IET			\$50	1	\$50	This is a new course. Some software activities (Matlab, Minitab) are associated with this course, which requires annual subscriptions and maintenance.

Support for NSU fees requested

ENGINEERING TECHNOLOGY									
Line #	Course	Hours	Title	Current Fee	Approved	Proposed Fee	Average Annual Enrollment	Projected Annual Collection	Comments
33	IET2400	3-2-2-	TECHNICAL DRAFTING II	\$30	5/19/1998	\$50	72	\$3,600	Some newly introduced video instructions require disposable earphones . Additional activities are added since 2006, which require buying some disposable hardware supplies every semester, including 3D printing supplies (filament, extruder head, and disposable components).
34	IET2790	3-3-0	STATICS	\$10	6/30/1983	\$50	65	\$3,250	Most lab supply kits (material testing specimens) and disposable components (cleaning and maintenance supplies for testing equipment) cost have significantly increased since 2006. Also, some new software activities (automation studio, Matlab) are added since 2006, for demonstration and simulation purposes, which require annual subscriptions and maintenance.
35	IET2920	1 to 3-0-0	SPECIAL PROBLEMS	\$10	6/30/1983	\$50	13	\$650	Most lab supply kits and disposable component cost has significantly increased since 2006. Also, some new software activities are added since 2006, for demonstration and simulation purposes, which require annual subscriptions and maintenance.
36	IET3100	3-3-0	TECHNICAL PROJECT MANAGEMENT	\$10	6/30/1983	\$20	35	\$700	Some new software activities (Microsoft Project, Simio) are added since 2006, which require annual subscriptions and maintenance.
37	IET3150	3-2-2	FLUID POWER			\$30	30	\$900	Most lab supply kits and disposable components (cleaning and maintenance kits for the equipment) cost has significantly increased since 2006. Also, some new software activities (Automation Studio) are added since 2006, for demonstration and simulation purposes, which require annual subscriptions and maintenance.
38	IET3510	3-3-0	METHODS & WORK DESIGN			\$20	30	\$600	Some new software activities (Matlab, Lingo, Simio) are added since 2006, for demonstration and simulation purposes, which require annual subscriptions and maintenance.
39	IET3570	3-3-0	ENGINEERING ECONOMICS	\$10	6/30/1983	\$20	53	\$1,060	Some new software activities are added since 2006, for demonstration and simulation purposes, which require annual subscriptions and maintenance.
40	IET3740	3-3-0	SUPERVISION IN ORGANIZATIONS	\$10	6/30/1983	\$20	52	\$1,040	Some new software activities are added since 2006, which require annual subscriptions and maintenance.

ENGINEERING TECHNOLOGY									
Line #	Course	Hours	Title	Current Fee	Approved	Proposed Fee	Average Annual Enrollment	Projected Annual Collection	Comments
41	IET4700	3-3-0	MANUFACTURING FACILITIES	\$10	6/30/1983	\$50	43	\$2,150	Most lab supply kits and disposable component cost has significantly increased since 2006. Also, some new software activities are added since 2006, for demonstration and simulation purposes, which require annual subscriptions and maintenance.
42	IET4720	3-3-0	QUALITY CONTROL	\$10	6/30/1983	\$50	48	\$2,400	Some new software activities (Microsoft Project, Matlab, Lingo, Simio) are added since 2006, for demonstration and simulation purposes, which require annual subscriptions and maintenance.
43	IET4730	3-2-2	MATERIALS AND MANUFACTURING PROCESSES	\$30	7/30/2001	\$50	46	\$2,300	Most lab supply kits (such as material specimens, casting sands, ceramic clays, and plaster) and disposable components (such as machining oil, welding nozzle, and cleaning supplies) cost has significantly increased since 2006. Also, some new software activities are added for demonstration and simulation purposes since 2006, which require periodic subscriptions and maintenance.
44	IET4820	3-3-0	PROD & INVENTORY CONTROL	\$10	6/30/1983	\$50	30	\$1,500	Some new software activities are added for demonstration and simulation purposes since 2006, which require periodic subscriptions and maintenance.
45	IET4890	3-3-0	Operations Research			\$50	8	\$400	Some new software activities (Mathlab optimization toolbox, Lingo) are added since 2006, which require annual subscriptions and maintenance.
46	IET4900	3-3-0	RESEARCH METHODS			\$20	7	\$140	Most lab supply kits and disposable components (electronics, metals and materials, 3D printing supplies) cost has significantly increased since 2006. New software activities (multi-sim, Matlab, Simio, MS Project) are added since 2006, which require annual subscriptions and maintenance.
47	IET4920	1 to 3-0-0	SPECIAL PROBLEMS			\$50	12	\$600	Most lab supply kits and disposable components (electronics, metals and materials, 3D printing supplies) cost has significantly increased since 2006. New software activities (multi-sim, Matlab, Simio, MS Project) are added since 2006, which require annual subscriptions and maintenance.
48	IET4960	3-3-0	PROJECT DESIGN II	\$30	7/30/2001	\$50	57	\$2,850	Most lab supply kits and disposable components (electronics, metals and materials, 3D printing supplies) cost has significantly increased since 2006. New software activities (multi-sim, Matlab, Simio, MS Project) are added since 2006, which require annual subscriptions and maintenance.

Support for NSU fees requested

BIOL & VTEC									
Line #	Course	Hours	Title	Current Fee	Approved	Proposed Fee	Average Annual Enrollment	Projected Annual Collection	Comments
1	BIOL 1011	1-0-2	Biological Principles Laboratory I	\$25	3/31/2004	\$45	400	\$18,000	The cost of most molecular biology laboratory exercise supplies (i.e., enzymes, chemicals, indicator strips/dyes, etc.) as well as animal/plant materials that are needed for each laboratory experiment has increased significantly since 2004.
2	BIOL 1021	1-0-2	Biological Principles Laboratory II	\$25	3/31/2004	\$45	200	\$9,000	The cost of dissection supplies (rats, pigs, sheep brains, and hearts) as well as plant materials that are needed for each laboratory experiment has increased significantly since 2004.
3	BIOL 2031	1-0-3	Introduction to Geographic Information Systems Laboratory	\$25	5/19/1998	\$50	10	\$500	Cost of fuel for field trips and consumables used in land marking techniques has increased significantly since 1998.
4	BIOL 2051	2-0-4	Invertebrate Zoology Laboratory	\$40	7/27/2001	\$60	12	\$720	Invertebrate organisms must be ordered fresh for each laboratory exercise . These cost approximately \$70-90 per class exercise .
5	BIOL 2061	1-0-3	Microbiology Laboratory I	\$40	12/8/1994	\$60	100	\$6,000	The cost of microbial organisms cultures, culture media, diagnostic supplies, and experimental reagents for each laboratory exercise have increased significantly since 1994.
6	BIOL 2071	1-0-3	Forensic Entomology Laboratory	\$60	3/31/2004	\$70	10	\$700	Live insect samples must be ordered fresh for each laboratory exercise . These cost approximately \$60-80 per class exercise .
7	BIOL 2081	2-0-4	Comparative Anatomy Laboratory	\$40	3/31/2004	\$70	20	\$1,400	A large variety of animal cadavers (sharks, pigs, cats, etc.) must be ordered each semester . Each cadaver costs approximately \$15-20.
8	BIOL2091	1-0-3	Microbiology Laboratory II	\$10	6/30/1983	\$60	25	\$1,500	The cost of microbial organisms cultures, culture media, diagnostic supplies, and experimental reagents for each laboratory exercise have increased significantly since 2004.
9	BIOL 2101	1-0-2	General Botany Laboratory	\$25	3/31/2004	\$35	7	\$245	The cost of plant culture media and fertilizers as well as plant grafting supplies have increased significantly since 2004.
10	BIOL 2121	1-0-2	Soil Science Laboratory	\$10	6/30/1983	\$35	5	\$175	The cost of culture media, disposable plastic ware, and microscopy slides and reagents have increased significantly since 1983.
11	BIOL 2141	2-0-4	Introductory Plant Taxonomy Laboratory	\$15	12/8/1994	\$40	5	\$180	The cost of fuel for field trips (e.g., to Hodges Gardens), as well as sample plants for dissection and study have increased significantly since 1994.
12	BIOL 2151	1-0-2	Dendrology Laboratory	\$15	12/8/1994	\$40	10	\$400	The cost of fuel for field trips and supplies has increased significantly since 1994.
13	BIOL 2190	3-3-0	Survey of Mycology	None	N/A	\$40	10	\$400	This is a new lab fee request. Collected fees will be used to cover the cost of fuel for field trips as well as the purchase of fungal samples and fungal culture media and supplies (plastic ware and microscopy slides and indicator dyes).

Support for NSU fees requested

BIOL & VTEC									
Line #	Course	Hours	Title	Current Fee	Approved	Proposed Fee	Average Annual Enrollment	Projected Annual Collection	Comments
14	BIOL 2201	2-0-2	General Parasitology Laboratory	\$10		\$60	10	\$600	The cost of microscopy supplies, antibodies, culture media , etc. has increased significantly since the lab fee was instituted.
15	BIOL 2251	1-0-2	Anatomy and Physiology I for Nursing and Allied Health Majors	\$25	12/8/1994	\$60	625	\$37,500	The cost of anatomy dissection laboratory supplies (dissection kits, preservative fluids, probes/pin, etc.) as well as animal materials that are needed for each laboratory experiment has increased significantly since 1994.
16	BIOL 2261	1-0-2	Anatomy and Physiology I for Nursing and Allied Health Majors	\$25	3/31/2004	\$60	450	\$27,000	The cost of physiology laboratory supplies (chemicals, indicator strips/dyes, consumable plasticware, analysis kits, etc.) as well as animal materials that are needed for each laboratory experiment has increased significantly since 2004.
17	BIOL 3011	1-0-3	Entomology Laboratory	\$20	3/31/2004	\$60	10	\$600	Live insect samples must be ordered fresh for each laboratory exercise . These cost approximately \$60-80 per class exercise.
18	BIOL 3041	1-0-3	Ornithology Laboratory	\$15	12/8/1994	\$35	8	\$280	Cost of fuel for field trips and consumables used in bird monitoring/tagging techniques has increased significantly since 1994.
19	BIOL 3061	1-0-2	Biostatistics Laboratory	\$10		\$50	20	\$1,000	Collected fees will be used to cover the cost of student membership to databases where they can access data for analyses performed during laboratory exercises. The cost for these items exceed the current "default" lab fee of \$10.
20	BIOL 3091	2-0-4	Food Microbiology Laboratory	\$10		\$50	10	\$500	Collected fees will be used to cover the cost of microbial organism cultures, culture media, diagnostic supplies, and experimental reagents. The cost for these items exceed the current "default" lab fee of \$10.
21	BIOL 3130	3-3-0	Microbial Genomics	None	N/A	\$80	10	\$800	This is a new lab fee request. Collected fees will be used to cover the cost of microbial organisms cultures, culture media, diagnostic supplies, and experimental reagents.
22	BIOL 3141	1-0-2	Herpetology Laboratory	\$15	12/8/1994	\$40	10	\$400	Collected lab fees will be used to cover the cost of live reptile and amphibian samples and their maintenance as well as the cost of fuel for field trips. The cost for these items has increased significantly since 1994.
23	BIOL 3171	2-0-4	Histology Laboratory	\$30	12/8/1994	\$60	20	\$1,200	Collected lab fees will be used to cover the slide-making materials (slides, coverslips, watch glasses, indicator dyes/stains, chemical preservatives, specimens, scalpals/razors, etc.). The cost for these items has increased significantly since 1994.
24	BIOL 3221	1-0-3	Wildlife Management and Techniques Laboratory	\$15	12/8/1994	\$35	15	\$525	Cost of fuel for field trips and consumables used in wildlife monitoring/tagging techniques has increased significantly since 1994.
25	BIOL 3271	1-0-3	Genetics Laboratory	\$10		\$80	100	\$8,000	Collected fees will be used to cover the cost of microbial organism and eukaryotic cell cultures, culture media, diagnostic supplies, and experimental reagents. The cost for these items exceed the current "default" lab fee of \$10.

Support for NSU fees requested

BIOL & VTEC									
Line #	Course	Hours	Title	Current Fee	Approved	Proposed Fee	Average Annual Enrollment	Projected Annual Collection	Comments
26	BIOL 3311	1-0-3	Human Anatomy and Physiology Laboratory I	\$10		\$70	50	\$3,750	Collected fees will be used to cover the cost of anatomy dissection laboratory supplies (dissection kits, preservative fluids, probes/pin, etc.), physiology laboratory supplies (chemicals, indicator strips/dyes, consumable plasticware , analysis kits, etc.), and animal materials that are needed for each laboratory experiment . The cost for these items exceed the current "default" lab fee of \$10.
27	BIOL 3321	1-0-3	Human Anatomy and Physiology Laboratory II	\$10		\$70	50	\$3,750	Collected fees will be used to cover the cost of anatomy dissection laboratory supplies (dissection kits, preservative fluids, probes/pin, etc.), physiology laboratory supplies (chemicals, indicator strips/dyes, consumable plasticware , analysis kits, etc.), and animal materials that are needed for each laboratory experiment . The cost for these items exceed the current "default" lab fee of \$10.
28	BIOL 3341	1-0-3	Animal Behavior Laboratory	\$25	3/31/2004	\$40	10	\$400	Collected lab fees will be used to cover the cost of live animal samples and their maintenance as well as the cost of fuel for field trips. The cost for these items has increased significantly since 2004.
29	BIOL 3501	1-0-3	Forensic Death Investigation Laboratory	\$40	3/31/2004	\$60	10	\$600	Collected fees will be used to cover the cost of chemicals, culture media, diagnostic supplies, and experimental reagents. The cost for these items has increased significantly since 2004.
30	BIOL 3901	1-0-3	Special Topics in Biology Laboratory	\$10		\$40	5	\$200	Collected fees will be used to cover the cost of microbial organism and eukaryotic cell cultures, culture media, diagnostic supplies, and experimental reagents. The cost for these items exceed the current "default" lab fee of \$10.
31	BIOL 4041	1-0-3	Mammalogy Laboratory	\$15	12/8/1994	\$40	10	\$400	Collected lab fees will be used to cover the cost of live mammalian samples and their maintenance as well as the cost of fuel for field trips. The cost for these items has increased significantly since 1994.
32	BIOL 4121	2-0-4	Pathogenic Microbiology Laboratory	\$30	12/8/1994	\$75	10	\$750	Collected lab fees will be used to cover the cost of microbial organisms cultures, culture media, diagnostic supplies, and experimental reagents. The cost for these items has increased significantly since 1994.
33	BIOL 4161	2-0-4	Biological Sciences Instrumentation Laboratory	\$30	12/8/1994	\$75	10	\$750	Collected lab fees will be used to cover the cost of consumable supplies needed to operate biological instrumentation such as a phosphor imager, flow cytometer, mass spectrometer, etc. The cost for these materials has increased significantly since 1994.
34	BIOL 4171	1-0-3	Limnology-Aquatic Biology Laboratory	\$15	12/8/1994	\$40	10	\$400	Collected lab fees will be used to cover the cost of live aquatic animal and plant samples and their maintenance as well as the cost of fuel for field trips. The cost for these items has increased significantly since 1994.
35	BIOL 4181	1-0-3	Biology of Fishes Laboratory	\$15	12/8/1994	\$50	10	\$500	Collected lab fees will be used to cover the cost of live fish samples and their maintenance as well as the cost of fuel for field trips. The cost for these items has increased significantly since 1994.
36	BIOL 4191	1-0-3	Immunology Laboratory	\$50	3/31/2004	\$80	10	\$800	Collected fees will be used to cover the cost of eukaryotic cell cultures, culture media, diagnostic supplies, and experimental reagents . The cost for these items has increased significantly since 2004.

Support for NSU fees requested

BIOL & VTEC									
Line #	Course	Hours	Title	Current Fee	Approved	Proposed Fee	Average Annual Enrollment	Projected Annual Collection	Comments
37	BIOL 4211	2-0-4	Applied Microbiology Laboratory	\$30	12/8/1994	\$60	10	\$600	Collected lab fees will be used to cover the cost of microbial organisms cultures, culture media, diagnostic supplies, and experimental reagents . The cost for these items has increased significantly since 1994.
38	BIOL 4221	1-0-3	Comparative Vertebrate Physiology Laboratory	\$20	7/27/2001	\$75	10	\$750	The cost of physiology laboratory supplies (chemicals, indicator strips/dyes, consumable plasticware , analysis kits, etc.) as well as animal materials that are needed for each laboratory experiment has increased significantly since 2001.
39	BIOL 4261	1-0-3	Medical Entomology Laboratory	None	N/A	\$60	10	\$600	This is a new lab fee. Collected fees will be used to cover the cost of live insect samples that must be ordered for each laboratory exercise . These cost approximately \$60-80 per class exercise.
40	BIOL 4401	1-0-3	General Ecology Laboratory	\$15	12/8/1994	\$40	10	\$400	Cost of fuel for field trips and consumables used in modern ecological sampling and monitoring techniques has increased significantly since 1994.
41	BIOL 4940	1 to 3-0-0	Problems in Biological Sciences	None	N/A	\$80	70	\$5,600	This is a new lab fee request. Collected fees will be used to cover the cost of microbiological and eukaryotic cell cultures and the associated culture media supplies needed to support their growth as well as the chemicals, dyes/indicators, and analysis kits needed to examine their function. The fees will
42	BIOL 4970	3-3-0	Capstone Course for Biology	\$10	10/12/2020	\$80	40	\$3,200	This is a new lab fee request. Collected fees will be used to cover the cost of microbiological and eukaryotic cell cultures and the associated culture media supplies needed to support their growth as well as the chemicals, dyes/indicators, and analysis kits needed to examine their function. The fees will
43	BIOL4990	3-3-0	Capstone Course for Microbiology	\$10	10/12/2020	\$80	10	\$800	This is a new lab fee request. Collected fees will be used to cover the cost of microbiological cell cultures and the associated culture media supplies needed to support their growth as well as the chemicals, dyes/indicators, and analysis kits needed to examine their function. The fees will also be used to cover the
44	VTEC1011	1-0-2	Intro Vet Tech Lab I	\$30	12/8/1994	\$50	60	\$3,000	The cost of most veterinary laboratory exercise supplies (i.e., sterile, disposable exam instruments, etc.) that are needed for each laboratory exercise has increased significantly since 1994.
45	VTEC1031	1-0-2	Intro Vet Tech Lab II	\$30	12/8/1994	\$50	35	\$1,750	The cost of most veterinary laboratory exercise supplies (i.e., sterile, disposable exam instruments, bandages, syringes, etc.) that are needed for each laboratory experiment has increased significantly since 1994.
46	VTEC2091	1-0-4	Vet Anatomy and Physiology Lab	\$40	7/27/2001	\$80	30	\$2,400	The cost of dissection supplies (cats, etc.) as well as other animal materials that are needed for each laboratory experiment has increased significantly since 2001.
47	VTEC3101	2-0-4	Gen Vet Parasitology Lab	\$40	2/23/2010	\$60	25	\$1,500	The cost of microscopy supplies, antibodies, culture media , etc. has increased significantly since 2010. Additionally the fee will be used to cover the cost of modern laboratory screening kits to provide students with real clinical experiences.

Support for NSU fees requested

BIOL & VTEC									
Line #	Course	Hours	Title	Current Fee	Approved	Proposed Fee	Average Annual Enrollment	Projected Annual Collection	Comments
48	VTEC3191	2-0-4	Vet Hospital Technology Lab I	\$40	2/23/2010	\$60	25	\$1,500	The cost of microscopy supplies, chemical reagents, etc. has increased significantly since 2010. Additionally the fee will be used to cover the cost of operating modern analytical laboratory equipment to provide students with real clinical experiences.
49	VTEC3201	2-0-4	Vet Hospital Technology Lab II	\$40	2/23/2010	\$100	20	\$2,000	The cost of operating an animal surgery lab with expensive reagents for anesthesia and maintaining veterinary operating rooms has increased significantly since the original fee was created in 2001. (Please note that the lab fee was originated in 2001 but the course was renumbered in 2010 with no
50	VTEC3701	2-0-4	Vet Radiology and Imaging Lab	\$40	2/23/2010	\$100	20	\$2,000	The cost of operating veterinary radiology lab with dosimetry badges, expensive supplies, and necessary safety equipment has increased significantly since the original fee was created in 2001. (Please note that the lab fee originated in 2001 but the course was renumbered in 2010 with no adjustment
51	VTEC2900	12-0-0	Veterinary Technology Internship	None	N/A	\$60	20	\$1,200	The new laboratory fee will allow us to provide students with radiation dosimetry badges and maintain logs of their use as part of our program's AVMA accreditation requirement.
52	VTEC4900	6-0-6	Veterinary Technology Specialty Internship	None	N/A	\$60	12	\$1,200	The new laboratory fee will allow us to provide students with radiation dosimetry badges and maintain logs of their use as part of our program's AVMA accreditation requirement.