

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

FINANCE COMMITTEE

February 27, 2025

Item I.5. **University of Louisiana System's** recommendation to approve a contract extension for professional legal services with DeCuir, Clark & Adams, L.L.P.

EXECUTIVE SUMMARY

The Louisiana Attorney General has revised its policies for legal services contracts. Boards and Commissions are now required to provide minutes showing the Board's approval of legal contracts and its parameters when submitting contracts to the Attorney General.

DeCuir, Clark & Adams, L.L.P. provides legal services to the Board, the System, Universities, and advises the Board, System, and Universities on any legal matters that may arise during the normal course of operations. DeCuir, Clark & Adams does not include legal services related to tort or worker's compensation covered by the Office of Risk Management.

The current contract with DeCuir, Clark & Adams has a term of one year from July 1, 2024 to June 30, 2025. The contract extension would provide the same legal services and at the same rates for an additional year term from July 1, 2025 to June 30, 2026.

The total of all sums payable under the contract, including fees and reimbursement of expenses, shall not exceed \$625,000 and shall be billed in accordance with Policy and Procedure Memo 50 (Attorney Case Handling Guidelines and Billing Procedures).

RECOMMENDATION

It is recommended that the following resolution adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the System's recommendation for approval of the contract extension with DeCuir, Clark & Adams, L.L.P. for the year from July 1, 2025 to June 30, 2026.*

BOARD OF SUPERVISORS FOR
THE UNIVERSITY OF LOUISIANA SYSTEM

RESOLUTION REGARDING THE RETENTION OF COUNSEL

The following Motion and Resolution was offered by Mr. Virgil Robinson, who moved for its adoption, and seconded by Mr. Brad Stevens, at the June 13, 2024 Regular meeting of the Board of Supervisors for the University of Louisiana System (the "Board"):

WHEREAS, Louisiana Revised Statute 42:263 authorized the retention of counsel by a state board or commission upon a statement of reasons why such counsel is necessary and upon the approval of the Attorney General; and

WHEREAS, The Board of Supervisors of the University of Louisiana System recognizes that as large management board of nine (9) public institutions of higher education, with a combined enrollment in excess of seventy thousand students, and employees in excess of twenty thousand, with several complex legal needs including but not limited to labor and employment, Title IX, NCAA, FERPA, Federal Contracting and Grants, the Board needs to retain counsel with training, experience and expertise in areas of law that are complex merit the time and attention of counsel available to provide particularized resources needed to assist in handling its legal affairs.

WHEREAS, DeCuir, Clark & Adams, L.L.P. ("DCA") has experience, training, and expertise in legal defense work including but not limited to strategic counseling, labor and employment, internal investigations, employee benefits, student discipline, Title IX, real estate, public finance, public bid, construction, open meeting, public records, intellectual property, data privacy and security, policy development, and employee training involving compliance with federal and state laws and regulations including the handling of tenure and other administrative hearings and litigation in state and federal courts; and

WHEREAS, through its representation of clients throughout the State of Louisiana, DCA has special experience, training and expertise in those areas of law as they relate to legal defense and/or civil prosecution required to provide the needed legal services to the Board of Supervisors for the University of Louisiana System and its member institutions.

WHEREAS, effective July 1, 2024, DCA shall be paid at hourly rates equal to the hourly fee schedule for professional legal services published by the Attorney General of the State of Louisiana in effect at that time that the professional legal services are rendered for the Board of Supervisors for the University of Louisiana System and the member institutions under its management and control.

WHEREAS, the term shall not be for a period of more than one year from the effective date; and may be extended upon Board approval two times thereafter the initial term.

WHEREAS, in the event of claims brought in federal court seeking equitable relief, these claims may implicate the interests of the State of Louisiana, and so the Board agrees to provide advance written notice to the Louisiana Attorney General ten (10) business days before the next meeting and an opportunity for the Attorney General to express concerns directly to the Board in writing or in executive session before the Board:

- (1) proposes a settlement, accepts a proposed settlement, agrees to a consent decree, or enters any other agreement with any party in any federal action for declaratory or injunctive relief that is going to be or has been filed; or
- (2) files any document in any federal case in which (a) declaratory or injunctive relief has been granted against the Board, (b) final judgement dismissing the case has not been entered, and (c) at least 3 years have passed since any party seeking relief, including the USDOJ in an amicus capacity, filed any document in the case.

Accordingly, the Board authorizes and directs the law firm to provide the required notice to the Attorney General, release such information and documentation as the Attorney General may request in response to the notice, and generally cooperate with the Attorney General in regard to the notice.

WHEREAS, this resolution shall take effect immediately; and

THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System pursuant to La. R.S. 42:263, does hereby retain and employ as DeCuir, Clark & Adams, L.L.P. counsel; and

BE IT FURTHER RESOLVED, that this Resolution and proposed contract described herein be submitted to the Attorney General for the State of Louisiana for approval.

The resolution having been submitted to a vote, the vote thereon was as follows:

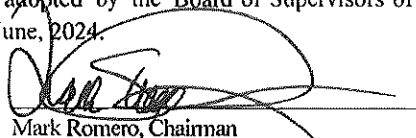
YEAS: Drew Brown, Jimmy Clarke, Steve Davison, Jo Lethermon, Al Perkins, Dana Peterson, Elizabeth Pierre, Virgil Robinson, Mark Romero, Kristine Russell, Joe Salter, Brad Stevens, Julie Stokes

NAYS: None

ABSENT: Barry Busada, Lola Dunahoe, John Noble, Jr.

NOT VOTING: None

Whereupon the Resolution was declared adopted by the Board of Supervisors of the University of Louisiana System on the 13th day of June, 2024.



Mark Romero, Chairman
Board of Supervisors of the University of Louisiana System

I, Richard J. Gallot, Jr., President the University of Louisiana System and Secretary to the of the Board of Supervisors of the University of Louisiana System, under authority vested in me under the law, hereby certify the above and foregoing to be a true and exact copy of a resolution adopted by the said Board at its meeting held June 13, 2024, at which a quorum was present, and the same has not been revoked, rescinded or altered in any manner, and is in full force and effect.



Richard J. Gallot, Jr., Secretary,
Board of Supervisors of the
University of Louisiana System

STATE OF LOUISIANA
CONTRACT FOR PROFESSIONAL LEGAL SERVICES

BE IT KNOWN THAT this agreement is entered into by and between Board of Supervisors of the University of Louisiana System (hereinafter sometimes referred to as "State") and *DeCuir, Clark & Adams, L.L.P.*, hereinafter sometimes referred to as ("Counsel").

1.

Counsel hereby agrees to furnish the following legal services to the University of Louisiana Board of Supervisors, the University of Louisiana System and the institutions under its management and control, and to advise the Board and Universities on any legal matters that may arise during the normal course of operation of the university. Contractor agrees that this contract shall not include any legal services for cases in tort or worker's compensation covered by the Office of Risk Management.

These legal services are to be provided under the immediate supervision of the staff of the State and subject to secondary review by the Department of Justice, Office of the Attorney General.

The scope of this contract does not include litigation or proceedings arising out of or involving tort or worker's compensation when represented by the Department of Justice, Office of the Attorney General or covered by the Division of Administration, Office of Risk Management.

These legal services are to be provided under the immediate supervision of the staff of the Board of Supervisors of University of Louisiana and subject to secondary review by the Department of Justice, Office of the Attorney General.

The Board of Supervisors of University of Louisiana System hereby certifies and Counsel hereby acknowledges that:

1. **Goals and objectives:** The Board of Supervisors of University of Louisiana System has entered into this contract in order to obtain professional and reliable legal services as referred to hereinabove.
2. **Performance measures:** The services provided by counsel shall be evaluated to determine that the services are provided timely and professionally.
3. **Monitoring Plan:** The staff of the University of Louisiana System shall monitor the performance of counsel by review of all interim written or verbal reports submitted by contractor and by supervision of the services provided by counsel.

2.

In consideration of the services described hereinabove, State hereby agrees to pay Counsel as follows:

\$350.00	PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF TEN YEARS OR MORE IN THE PRACTICE OF LAW
\$275.00	PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF FIVE YEARS OR MORE IN THE PRACTICE OF LAW
\$225.00	PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF THREE TO FIVE YEARS IN THE PRACTICE OF LAW
\$175.00	PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF LESS THAN THREE YEARS IN THE PRACTICE OF LAW
\$ 80.00	PER HOUR FOR PARALEGAL SERVICES
\$ 60.00	PER HOUR FOR LAW CLERK SERVICES

The total of all sums payable under this contract including fees and reimbursement of expenses shall not exceed \$625,000.00 and shall be billed in accordance with Policy and Procedure Memo 50 (Attorney Case Handling Guidelines and Billing Procedures).

Final billing shall be submitted to the State within 90 days of contract expiration date. At the end of each calendar month, Counsel shall submit to the State for review and approval an itemization of all work performed, listing time by date for work performed by hours, down to the tenth of an hour, with specific reference to the nature of the work performed (*e.g., drafting of pleadings, research, review of files, etc.*). It is understood that should Counsel fail to submit statements within thirty (30) days following the end of each month, the State shall not be responsible for payment thereof under this contract or in quantum meruit. All billings by Counsel for services rendered shall be submitted in compliance with LSA-R.S. 39:1618.

All legal fees and costs shall be paid in accordance with the State Agency or Division of Administration Attorney Case Handling Guidelines and Billing Procedures as set forth in PPM 50. Counsel shall be reimbursed for out-of-pocket expenses in accordance with the Division of Administration Travel Rules and Regulations as set forth in PPM 49. Travel time, at the direction and for the convenience of the State, is billable as services if done during normal working hours at one-half the agreed upon Attorney pay

rate and shall not exceed eight hours per day without written justification. Counsel agrees to comply with the instructions on Attachment #1 when submitting invoices.

3.

Counsel hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said counsel's obligation and identified under Federal tax identification number **72-1286643** and the Louisiana Department of Revenue Account Number **9141441-002-300**.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

4.

The Legislative Auditor of the State of Louisiana, the State Inspector General and/or Division of Administration auditors may audit all records of Counsel which relate to this contract. Counsel shall maintain said records for a period of five years after the date of final payment under this contract.

5.

This contract is in effect for the period commencing **July 1, 2024** and ending on **June 30, 2025**.

The effective date of this contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. Requests for extensions may be initiated by either party by the mailing of such request to the party, not less than thirty (30) days before the termination date provided for herein or thirty (30) days before the termination of the first extension of this contract. This contract may only be extended by an executed and approved amendment for not more than two (2) times.

If either party informs the other that an extension of this contract is deemed necessary, an amendment may be prepared and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to the State with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this contract, including extensions hereto, be for a period of more than three (3) years.

6.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act 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 the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

7.

Counsel shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Counsel from the State under this contract 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 State and the Office of State Procurement.

8.

The State shall have the right to cancel this contract for any reason by giving the other party written notice sent to Counsel's address by certified mail. Counsel shall have the right to cancel this contract for any reason by giving the State 30 days written notice by certified mail.

Notice shall be sent Certified Mail, return receipt requested, to the following addresses:

If to State: Eddie Meche
University of Louisiana System
1201 N. Third Street, Ste. 7-300
Baton Rouge, LA 70802

If to Counsel: Winston G. DeCuir, Sr.
Brandon J. DeCuir
DeCuir, Clark & Adams, LLP
Attorneys at Law
732 North Boulevard
Baton Rouge, Louisiana 70802

9.

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

10.

The State and Counsel acknowledge and agree that the Department of Justice has the right to review all records, reports, worksheets or any other material of Counsel related to this contract. The State and Counsel further agree that Counsel will furnish to the Department of Justice, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of Counsel related to this contract.

11.

Counsel agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended

by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Counsel agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by counsel, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors, are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

12.

This contract is not effective until approved in writing by the Board of Supervisors of the University of Louisiana System, the Attorney General and the Office of State Procurement in accordance with La. R.S. 39:1565 and 39:1595.1. It is the responsibility of the contractor to advise the State in advance if contract funds or contract terms may be insufficient to complete contract objectives.

13.

Pursuant to La. R.S. 13:5106A, no suit against the state or a state agency or political subdivision shall be instituted in any court other than a Louisiana state court. Furthermore, the Eleventh Amendment to the United States Constitution bars all individuals from suing an un-consenting state in federal court. Accordingly, Counsel shall not waive Louisiana's sovereign immunity under the Eleventh Amendment to the U.S. Constitution by agreement or otherwise, including entering into a consent judgment involving injunctive relief against the State, or a consent judgment permitting or requiring ongoing supervision by the State, without prior written approval by the Louisiana Attorney

General's office. Failure to abide by this provision will constitute a breach of this contract and may result in the termination of the contract plus the waiver of all legal fees owed to the Contractor from the date of the breach.

14.

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA-R.S. 39:1672.2 – 1672.4.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 13th day of JUNE, 2024.

WITNESSES SIGNATURES:

SYSTEM:

UNIVERSITY OF LOUISIANA SYSTEM

By:

Eddie P. Meche
VP for Business and Finance
Tax I.D. #: 72-0768389
Telephone: (225) 219-0260
Fax No: (225) 342-6473

FIRM/COUNSEL
DECUIR, CLARK & ADAMS, L.L.P.

Yarwa B. Cobbs
Yarwa B. Cobbs

Tanisha Darenstourey
Tanisha Darenstourey

By:

Winston G. Decuir, Sr.
WINSTON G. DECUIR, SR.
BRANDON J. DECUIR
Tax I.D. #: 72-1286643
Telephone: 225-346-8716
Fax No: 225-346-8716

ATTACHMENT #1

INSTRUCTIONS FOR SUBMITTING INVOICES

At the end of each calendar month, an itemization of all work performed, listing time by date for work performed by hours, down to the tenth of an hour with specific reference to the nature of the work performed (*e.g. drafting of expert reports, research, review of files, etc.*) should be invoiced to (*agency*) via Acuity Management System (if agency is using electronic billing system) OR in accordance with the agency's request.

Reimbursement for all expenses must have receipts or documentation attached to the invoices or reimbursement will not be made. Some examples of the receipts or documentation that will be accepted are given below:

1. Express Mail - a copy of the invoice from the vendor.
2. Travel expenses - purpose of the trip, miles traveled or airline ticket receipt, parking receipts, taxi receipts, hotel receipts (credit card receipt will not be accepted).
3. Invoices are to be submitted at the end of each calendar month and must indicate the amount of the contract, the amount billed to date and the remaining balance.

If your invoices are billed by each individual case that you have worked on please include a summary sheet for that month for that invoice. Do not include any previous balances owed on the summary sheet.

LSA - R.S. 39:1618 calls for invoices to be submitted in the form of an affidavit.

STATE OF LOUISIANA
AMENDMENT NO. 1
CONTRACT FOR PROFESSIONAL LEGAL SERVICES

BE IT KNOWN THAT this Amendment No. 1 is entered into by and between Board of Supervisors of the University of Louisiana System (hereinafter sometimes referred to as "State") and **DeCuir, Clark & Adams, L.L.P.**, (hereinafter sometimes referred to as "Counsel") to the Contract For Professional Legal Services approved and executed June 13, 2025.

1.

The term of this Contract is effective for the period commencing **July 1, 2025** and ending on **June 30, 2026**.

2.

All other terms and conditions contained in the Contract entered into on June 13, 2025, remain effective through the extended term of this Amendment No. 1, and are incorporated herein be reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this ____ day of _____, 2025.

WITNESSES SIGNATURES:

SYSTEM:

UNIVERSITY OF LOUISIANA SYSTEM

By:

Eddie P. Meche
VP for Business and Finance
Tax I.D. #: 72-0768389
Telephone: (225) 219-0260
Fax No: (225) 342-6473

FIRM/COUNSEL
DECUIR, CLARK & ADAMS, L.L.P.

By:

BRANDON J. DECUIR
WINSTON G. DECUIR, SR.
Tax I.D. #: 72-1286643
Telephone: 225-346-8716
Fax No: 225-346-8716

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

FINANCE COMMITTEE

February 27, 2025

Item I.6. **University of Louisiana System's** discussion of Fiscal Year 2024-25 second quarter financial reports and ongoing assurances.

EXECUTIVE SUMMARY

Presented is a summary of the financial activities for the quarter ended December 31, 2024. This information was obtained from second quarter financial reports submitted to the System by each university.

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

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

FINANCE COMMITTEE

February 27, 2025

Item I.7. **University of Louisiana System's** financial status of alternatively financed projects for the six months ended December 31, 2024.

EXECUTIVE SUMMARY

Presented is a summary of financial activities of the UL System's alternatively financed capital projects for the six months ended December 31, 2024. This information was obtained from standardized financial reports and certifications submitted by each university.

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

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

FINANCE COMMITTEE

February 27, 2025

- Item I.8.** **University of Louisiana System’s** request for approval of payments made by nonprofit organizations to employees of the University of Louisiana System during Fiscal Year 2024 in accordance with provisions of Louisiana Revised Statute (R.S.) 17:3390(F).

EXECUTIVE SUMMARY

R.S. 17:3390(F) provides that any request for payments of over one thousand dollars for any single transaction to, or on behalf of, or to reimburse the expense of a public employee of a public higher education institution or a public employee or officer of a management board of a public higher education institution by a nonprofit organization shall be approved in writing by the appropriate public higher education management board in accordance with written policies and procedures.

In accordance with PPM FB-IV.-6, we are requesting that Board of Supervisors for the University of Louisiana System approve the schedule of payments made by nonprofit organizations to university employees during the Fiscal Year Ended June 30, 2024. Individual campuses submit quarterly reports of payments that exceed one thousand dollars made by nonprofit organizations to university employees, which have been compiled into the attached schedule.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana System’s request for approval of payments made by nonprofit organizations to employees of the University of Louisiana System during Fiscal Year 2024 in accordance with provisions of Louisiana Revised Statute (R.S.) 17:3390(F).*

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

FINANCE COMMITTEE

February 27, 2025

- Item I.9.** **University of Louisiana System’s** request for approval to authorize campuses to establish high cost program differential tuition and to increase student fees in accordance with Act 790 of 2024 and to have the Special Committee on Tuition and Fees review individual campus plans to ensure the plans are in compliance with the Act prior to implementation of increases.

EXECUTIVE SUMMARY

Act 790 of the 2024 regular legislative session authorizes higher education management boards to establish differential tuition for high cost programs identified by the Board of Regents and to approve student fee increases. Act 790 limits the sum combination of differential tuition and fee increases to a maximum of ten (10) percent over consecutive two-year periods.

The System requests approval to authorize campuses to establish high cost program differential tuition and to increase student fees for FY 2026 in accordance with Act 790 of 2024.

The System also requests approval to allow the Special Committee on Tuition and Fees to review and evaluate individual campus plans to ensure they comply with Act 790 of 2024 and to approve the plans if they comply with the Act. The Committee would report its findings to the Board at the next scheduled meeting.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the System’s request for approval to authorize University of Louisiana System campuses to establish high cost program differential tuition and to increase student fees up to ten percent for FY 2026 as authorized by Act 790 of the 2024 regular legislative session.*

***BE IT FURTHER RESOLVED,** that the Board of Supervisors hereby authorizes and charges the Special Committee on Tuition and Fees to review individual campus plans to ensure that they comply with Act 790 of 2024 and to approve the plans, prior to implementation of the increases, if they comply with the Act.*