

**AMENDED AGENDA\***  
(8-26-09)

**LSU BOARD OF SUPERVISORS MEETING**

Board Room, LSU System Building  
Baton Rouge, Louisiana

**1:30 P.M.**  
**THURSDAY, AUGUST 27, 2009**

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**PUBLIC COMMENTS**

Public Comments may be made only (1) when they relate to a matter on the agenda and (2) when individuals desiring to make public comments have registered at least one hour prior to the meeting. For additional information see:

[www.lsusystem.edu/boardofsupervisors/publicComments.cfm](http://www.lsusystem.edu/boardofsupervisors/publicComments.cfm)

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**SEQUENCE OF INTEGRATED COMMITTEE MEETINGS**

**I. HEALTH CARE AND MEDICAL EDUCATION COMMITTEE**

Dr. Jack A. Andonie, Chairman  
Dr. John F. George, Co-Chairman

1. Status report on activities at the LSU Health Sciences Centers and the Health Care Services Division
- \*2. Consideration of a Memorandum of Understanding relating to the Academic Medical Center in New Orleans

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**Note: All other agenda items (and agenda pages) on the previously posted and distributed Agenda remain the same, and that notice remains in effect, except as amended hereby, and is incorporated by reference.**

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**II. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT  
AND DISTINCTION COMMITTEE**

Mrs. Dorothy "Dottie" Reese, Chairman

1. Update on the Projected Fall 2009 Campus Enrollment (Additional materials to be mailed under separate cover)
  2. Report on Campus Performance Measurements
  3. Request Approval of the Scholarship and Financial Aid Awarding Proposal at the University of New Orleans
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**III. FINANCE, INFRASTRUCTURE, AND CORE  
DEVELOPMENT COMMITTEE**

Mr. Alvin E. Kimble, Chairman

Mr. Anthony G. "Tony" Falterman, Co-Chairman

1. Request to restrict the activities of the Continuing Education program at LSU Alexandria
  2. Consideration of the 2009-10 Operating Budget
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**IV. PROPERTY AND FACILITIES COMMITTEE**

Mr. Ben Mount, Chairman

1. Approval of the 2010 Five-Year Capital Outlay Budget Request and First Year Prioritized Categories for the Louisiana State University System
2. Recommendation to approve plans related to New Orleans BioInnovation Center

3. Recommendation to approve a Food Services Lease Agreement with Aramark Education Services, LLC for the University of New Orleans
  4. Recommendation for finding acceptable University purpose for donation of immovable property to UNO for the benefit of its coastal and environmental research and education programs
  5. Recommendation to approve Lease Agreement with the Tiger Athletic Foundation for the Construction of Improvements to the Pete Maravich Assembly Center at Louisiana State University
  6. Recommendation to approve financing plan for the construction of the E.J. Ourso College of Business at Louisiana State University (Out-of-time agenda request granted pending receipt of required documentation)
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**V. AUDIT COMMITTEE**

Mr. Francis M. "Hank" Gowen, Jr., Chairman

The Audit Committee will meet in the President's Conference Room on Thursday afternoon, following the Integrated Committee Meetings and the Board Meeting. The Committee may go into Executive Session in accordance with the provisions of LA. R.S. 42:6.1 A (4)

## **AGENDA**

### **LSU BOARD OF SUPERVISORS MEETING**

**(Immediately following the Integrated Committee Meetings)**

**Thursday, August 27, 2009**

**Mr. James P. Roy, Chairman**

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Introduction of Faculty and Staff Representatives
4. Election of the Chairman-elect for 2009-2010
5. Oath of Office for the new Board Leadership
6. Approval of the Minutes of the Board Meeting held on July 16, 2009
7. Personnel Actions Requiring Board Approval

**(If not included in this packet, a copy of the Personnel Actions is available in the Office of the LSU Board of Supervisors for review)**

8. President's Report
9. Report on Activities of the Board of Regents
10. Reports to the Board
  - A. Health Plan Status Report (Written Report Only)
  - B. 4<sup>th</sup> Quarter FY 08-09 Audit Summary (Written Report Only)
11. Approval of Consent Agenda Items
  - A. Request for Approval of a Letter of Intent for a Master of Arts in Teaching (MAT) -Special Education at the University of New Orleans
  - B. Request for Approval of a Letter of Intent for a Master of Arts in Teaching (MAT) - Curriculum and Instruction at the University of New Orleans

- C. Request for Re-Authorization of The National Center for Advanced Manufacturing (NCAM) at the University of New Orleans
- D. Request to Exempt the Tuition and Non-Resident Fee for Graduate Fellows in Nationally Competitive Fellowship Programs Awarded to Louisiana State University
- E. Request Approval of Exclusive Software Copyright License between Body Evolution Technologies, Inc. and Louisiana State University (as represented by the Pennington Biomedical Research Center)
- F. Recommendation to approve a Permanent Servitude and Right of Entry with the Orleans Parish Levee District to relocate and rebuild the levee access road at the University of New Orleans
- G. Recommendation to name the Equine Lameness Unit at the Louisiana State University School of Veterinary Medicine the "Pfeiffer-Burt Equine Lameness and Performance Evaluation Unit"
- H. Recommendation to name the French Studies Classroom 424 in Hodges Hall on the Louisiana State University campus the "Seola A. and Richard V. Edwards, Jr. French Studies Classroom"
- I. Recommendation to name the new high school wing of the University Laboratory School on the Louisiana State University campus the "W.L. Albritton Hall"

## 12. Committee Reports

**I. HEALTH CARE AND MEDICAL EDUCATION  
COMMITTEE**

Dr. Jack A. Andonie, Chairman

**II. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT  
AND DISTINCTION COMMITTEE**

Mrs. Dorothy "Dottie" Reese, Chairman

**III. FINANCE, INFRASTRUCTURE, AND CORE  
DEVELOPMENT COMMITTEE**

Mr. Alvin E. Kimble, Chairman

**IV. PROPERTY AND FACILITIES COMMITTEE**

Mr. Ben W. Mount, Chairman

13. Chairman's Report

14. Adjournment

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If you plan to attend any meeting listed on this notice and need assistance because you are disabled, please notify the Office of the LSU Board of Supervisors at (225) 578-2154 at least 7 days in advance of the meeting.

**BACKGROUND**

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WHEREAS, the state of Louisiana, through its public and private educational institutions and health providers, has long endeavored to create and maintain a system of medical education and training of the highest quality while also providing the highest quality of health care services to all its citizens, and

WHEREAS, the American Association of Medical Colleges now predicts the United States will experience, by the year 2020, a significant physician shortage and recommends a 30% increase in medical school enrollment by 2015, and

WHEREAS, 97% of the parishes in the State of Louisiana are currently designated as Health Professional Shortage Areas, and more than 22% of Louisiana’s citizens do not have health insurance, and

WHEREAS, for nearly 70 years, the Charity Hospital in New Orleans was a center of training for thousands of today’s practicing physicians and allied health professionals, who practice in regions all over the United States and abroad and who are furthering the cause of improving the human condition, and

WHEREAS, the collective goal of the stakeholders in the Louisiana health care system is to continue enhancing the competitiveness of the state’s academic and training programs so Louisiana is positioned to attract the most talented faculty, students, residents and other medical professionals, and

WHEREAS, a highly competitive academic and training environment furthers the additional goal of the stakeholders to leverage the research capabilities of Louisiana’s public and private educational institutions and health providers, and

WHEREAS, due to the catastrophic event that occurred August 29, 2005 - Hurricane Katrina - the operations of Charity Hospital were ceased, and

WHEREAS, tens of thousands of patient-physician relationships were disrupted or severed by the Hurricane, thousands of medical professionals were temporarily or permanently displaced, and almost half the inpatient capacity in Region I was lost, and

WHEREAS, the region’s remaining hospitals and thousands of dedicated health professionals have continued to battle financial, physical and mental hardship to provide services to the population, and

WHEREAS, the opportunity exists to develop a new Academic Medical Center to replace Charity Hospital as part of a system of health care in Southeast Louisiana which respects the traditions and partnerships of the past while simultaneously creating a model training and service institution based upon the promise of tomorrow’s technology and scientific advancement as well as needed operational efficiencies for the future, and

1  
2 WHEREAS, this Academic Medical Center will play a central role in providing services  
3 to the uninsured, and will provide the state of Louisiana with tertiary services difficult to  
4 sustain in the typical community hospital setting while also providing a vehicle for  
5 partnerships with private organizations seeking to invest and partner in research and  
6 training, and

7  
8 WHEREAS, this Academic Medical Center must have the ability to function in a highly  
9 competitive, technology driven and evolving health care market locally and nationally,  
10 and

11  
12 WHEREAS, it is the desire of the State of Louisiana to build this Academic Medical  
13 Center without impeding the state's constitutional debt ceiling, thus optimizing the  
14 availability of private capital market financing while minimizing financial exposure to  
15 Louisiana taxpayers, and

16  
17 WHEREAS, consistent with the responsibility incumbent upon this Academic Medical  
18 Center to comply with debt service provisions likely to be imposed by the lending  
19 institutions, the governance and management of the institution must be comparable with  
20 the best practices in the industry, be independent, be accountable, and be compliant with  
21 state law governing the statutory rights and obligations of LSU to affiliate with an  
22 independent non-profit supporting health care institution, and

23  
24 WHEREAS, the affiliation of a non-profit enterprise in support of LSU for the purpose of  
25 furthering its educational mission is not without precedent, is contemplated by law, and it  
26 is of critical importance that LSU have an affiliated Academic Medical Center in which  
27 to train its medical and allied health students, medical residents and to conduct research  
28 in alignment with its academic, educational and research mission, and

29  
30 WHEREAS, Tulane University has a long and rich tradition of providing medical  
31 training for the State of Louisiana, with its origins in medical training dating to 1834, and  
32 it is of critical importance that Tulane continue to have access to the new Academic  
33 Medical Center to train its medical and allied health students, medical residents and to  
34 conduct research in alignment with its academic, educational and research mission, and

35  
36 WHEREAS, Tulane and LSU will rely greatly upon the Academic Medical Center for  
37 training of students and residents, and it is in the interest of both universities that each  
38 have considerable input into the oversight and governance of GME programs at the  
39 Academic Medical Center, and

40  
41 WHEREAS, LSU, through its public mission and management of the public hospital  
42 system has established the goal of creating an integrated system of health care and  
43 medical training throughout the state, and

44  
45 WHEREAS, a successful relationship between LSU, Tulane, Xavier, Dillard, Delgado  
46 and Southern Universities, as well as other universities and training institutions is desired

1 to optimize the training resources available to the state while also building the health care  
2 economic enterprise in Louisiana, and

3  
4 WHEREAS, in accordance with the Stafford Act, 42 U.S.C. § 5121 *et seq.*, funding by the  
5 Federal Emergency Management Agency relating to a replacement facility for Charity  
6 Hospital is an obligation under law, and the funding amount must be known in advance in  
7 order for the project to commence, and

8  
9 WHEREAS, a collaborative relationship with a Veterans Administration hospital facility  
10 located as closely as possible to the new Academic Medical Center will create the  
11 optimal staffing and medical/allied health training enterprise with the goal of providing  
12 the most dignified and high quality service available to our veterans, and

13  
14 WHEREAS, the parties recognize that any cooperative endeavor agreement pursuant to  
15 the MOU shall be subject to approval of the Joint Legislative Committee on the Budget  
16 in accordance with the law, and

17  
18 WHEREAS the state of Louisiana, the Board of Supervisors of Louisiana State  
19 University Agricultural and Mechanical College (“LSU”), the Administrators of the  
20 Tulane Educational Fund (“Tulane”), the Louisiana Department of Health and Hospitals  
21 (“LaDHH”), and the Louisiana Division of Administration (“DOA”), collectively  
22 referred to as “the parties”, desire to memorialize these objectives,

23  
24 **NOW THEREFORE**, the parties, each of whom has authority to sign on behalf of their  
25 respective agencies or organizations, **AGREE AS FOLLOWS:**

26  
27 **Memorandum of Understanding**

28  
29 **Receipt of FEMA Funds and Conditions of Use**

30  
31 The State of Louisiana, Division of Administration, will receive any settlement from  
32 FEMA related to the claim made for damages to Charity Hospital. These funds,  
33 combined with the state contribution, will be made available to a non-profit corporation  
34 (“Corporation”) authorized under Title 17, Section 3390 of the *Louisiana Revised*  
35 *Statutes* in accordance with the terms of this Memorandum of Understanding, at the  
36 discretion of the Commissioner of Administration after a cooperative endeavor agreement  
37 (hereinafter referred to as the “**Agreement**”) or other agreements have been executed by  
38 the Commissioner of Administration and the Corporation. The Commissioner of  
39 Administration shall not execute the Agreement until such time as the Commissioner is  
40 satisfied that all conditions of this Memorandum of Understanding have been met. The  
41 Commissioner shall consult the parties to this Memorandum of Understanding prior to  
42 execution of the Agreement. The Agreement shall also be subject to approval of the Joint  
43 Legislative Committee on the Budget in accordance with the law.  
44

1 **New Academic Medical Center for the New Orleans Region**

2  
3 Pursuant to Article 8, Section 7 of the Louisiana *Constitution*, the Board of Supervisors  
4 of Louisiana State University A&M College is specifically authorized to supervise and  
5 manage the programs of its system, including medical education and related research  
6 activities. Title 17, Section 3390 of the *Louisiana Revised Statutes* authorizes non-profit  
7 corporations to support public institutions of higher education, including through support  
8 of facilities and research and educational programs. It is therefore contemplated that the  
9 Corporation (which shall be a corporation affiliated with LSU as defined in Title 17,  
10 Section 3390 of the *Louisiana Revised Statutes*), will support the financing, construction  
11 and operation of the new Academic Medical Center (“AMC”). It is further contemplated  
12 that the state will support the construction of the new Academic Medical Center  
13 (“AMC”) through the Corporation only if there are appropriate safeguards to protect the  
14 public interests and assure the efficient operations of the facility, as more fully set forth  
15 herein. The Board of Supervisors of LSU shall own the fixed assets of the AMC,  
16 including all plant and property, and shall enter into an agreement to make these assets  
17 reasonably available to the Corporation.

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19 It is the intent of the parties that the AMC be constructed on the property acquired by the  
20 State and LSU and pursuant to the procedures required by federal and state law. LSU  
21 will enter into a long-term agreement with the Corporation to govern the Corporation's  
22 use of said property in connection with the operation of the AMC. The agreement will be  
23 of sufficient duration to support the long-term financing of the Corporation/AMC.

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25 As a condition of state funds, including those received from FEMA, being used in  
26 support of the AMC, the Agreement shall ensure the Corporation (which shall be a  
27 corporation authorized to affiliate with LSU pursuant to Title 17, Section 3390 of the  
28 *Louisiana Revised Statutes*) meets the following criteria:

29  
30 **Governance**

31  
32 The parties recognize the financial and clinical success of the AMC will rely upon  
33 accountable and effective governance. The board of directors of the Corporation  
34 (hereinafter, “Corporation Board”) shall consist of eleven (11) members. Four (4)  
35 members shall be representatives of LSU appointed by the President after obtaining the  
36 advice and consent of the Board of Supervisors. One member shall be the President of  
37 Tulane University, or his designee. One member shall be the President of Xavier  
38 University, or his designee. One member shall be appointed by the presidents of  
39 Delgado, Dillard and Southern Universities to serve two year terms; the order of service  
40 shall be determined by lot. Each of these appointed members shall be permanent  
41 members serving until replaced by their sponsoring institution or group of institutions.

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43 The remaining four (4) members (hereinafter, “non-permanent members”) shall be  
44 individuals who are not affiliated in any way with permanent member institutions of the  
45 Corporation Board and may also include one individual nationally recognized for  
46 leadership in academic medicine or health care management, regardless of his or her state

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1 of residence. For purposes of this section, “not affiliated in any way with permanent  
2 member institutions of the Corporation Board” shall mean individuals who during the  
3 time of Corporation Board service are not, and for the three (3) years preceding  
4 Corporation Board service have not been, employed by or serving on the boards of  
5 directors, trustees, or supervisors of a permanent member institution or any entity,  
6 organization, department or division or affiliate, including any alumni association or  
7 foundation that is under the control or direction of a permanent member institution.  
8 Membership alone in an alumni association of the permanent member institutions shall  
9 not preclude service on the Corporation Board by being considered “affiliated in any way  
10 with permanent member institutions.”

11  
12 At all times, the Chair of the Corporation Board will be a designee of the President of the  
13 LSU system, who shall be designated from among the four (4) members of the  
14 Corporation Board representing LSU. Except as provided herein, and including any  
15 powers granted within the bylaws, the Chair shall enjoy all the rights and privileges of the  
16 other Corporation Board members. The process for establishing the initial Corporation  
17 Board is detailed herein, and upon its appointment, the initial Corporation Board shall set  
18 forth the process for successor non-permanent member appointments in the bylaws of the  
19 Corporation, and shall specify that the successor non-permanent Corporation Board  
20 member appointments be comprised of a proper balance of membership which includes  
21 individuals with expertise in finance, medicine, health care management, health care law  
22 or other experience relevant to the planning, development and management of a  
23 sophisticated academic medical enterprise.

24  
25 The bylaws will specify that a nominating committee, which is composed of the  
26 permanent members of the Corporation Board, shall be formed for the purpose of  
27 recommending successor non-permanent members. The nominating committee shall be  
28 chaired by the Chair of the Corporation Board. A majority of the members of the  
29 nominating committee shall be required in order for a nomination to be made. The Chair  
30 of the Corporation Board may only vote to break a tie. In the event that the nominating  
31 committee has not nominated a candidate to fill a vacancy within three (3) months of the  
32 creation of the vacancy, the issue shall be referred to the full Corporation Board and a  
33 majority vote of the full Corporation Board shall be sufficient to appoint a new director.

34 In the event a nomination by the nominating committee is not approved after being  
35 presented to the full Corporation Board and the lapse of three (3) months without a  
36 substitute nomination for the position by the nominating committee, any four (4) board  
37 members may jointly make a nomination, and a majority vote of the full Corporation  
38 Board shall be sufficient to appoint the new director. If two substitute nominations for  
39 the position are rejected by the full Corporation Board in accordance with this paragraph  
40 any four (4) board members may jointly make a nomination for the position, and a  
41 majority vote of the full Corporation Board shall be sufficient to appoint the new director.

42  
43 A majority of the members of the Corporation Board will be composed at all times of  
44 persons who are not members of the LSU Board of Supervisors or members or employees  
45 of LSU or any entity, organization, department or division or affiliate that is under the  
46 control or direction of the LSU Board of Supervisors. The bylaws shall also include strict

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1 conflict of interest provisions governing permanent and non-permanent Corporation  
2 Board members. The terms of non-permanent members shall be staggered such that no  
3 more than two members rotate off the Corporation Board in any one year, no one non-  
4 permanent member serves more than two terms, and terms should not last more than  
5 three (3) years. Non-permanent members shall serve until they are replaced, and the  
6 Corporation Board shall exercise diligence in ensuring the appointment process  
7 commences timely in order to comply with the intent of the term limits. In the event a  
8 non-permanent member cannot serve a full term, the replacement non-permanent member  
9 shall serve the remainder of that term, provided that:

- 11 • If the vacating member has served less than half his/her term, the replacement  
12 non-permanent member shall be eligible to serve for an additional full term upon  
13 the expiration of the vacating member's term.
- 14 • If the vacating member has served more than half his/her term, the replacement  
15 non-permanent member shall be eligible to serve an additional two full terms  
16 upon the expiration of the vacating member's term.

17 |  
18 **Process for Establishment of the Initial Corporation Board**

19  
20 Because it is contemplated that the State and LSU will enter into the Agreement with the  
21 Corporation for the purpose, inter alia, of its benefiting from the funds provided by  
22 FEMA to the State and additional funds provided by the State for contribution toward  
23 land acquisition and construction costs, pursuant to this Memorandum of Understanding,  
24 and because the State of Louisiana has a clear interest in ensuring the qualifications and  
25 independence of the Corporation Board prior to executing the Cooperative Endeavor  
26 Agreement committing any funding, the parties agree that the Commissioner of  
27 Administration and the Secretary of the Department of Health and Hospitals will  
28 establish a process for accepting nominations for the initial non-permanent members of  
29 the Corporation Board. It is the intent and goal of the parties that the Commissioner of  
30 Administration and Secretary of the Department of Health and Hospitals will seek  
31 qualified candidates who comprise a proper balance of expertise in finance, medicine,  
32 health care management, health care law or other experience relevant to the planning,  
33 development and management of a sophisticated and efficient academic medical  
34 enterprise. The Commissioner of Administration and the Secretary of the Department of  
35 Health and Hospitals will review the nominations for appointment and recommend to the  
36 permanent members a slate of initial non-permanent members. The Commissioner and  
37 the Secretary shall ensure that the recommended initial non-permanent members  
38 represent a proper balance of experience and qualification, are independent and  
39 understanding of their obligations to the Corporation. The permanent members of the  
40 Corporation Board shall vote on whether to approve the full slate of recommended initial  
41 non-permanent members, and such approval shall not be unreasonably withheld.  
42 Immediately upon such approval, the recommended members shall be deemed to be  
43 elected to the Corporation Board. In the event the recommended slate of initial non-  
44 permanent members is not accepted by the permanent members, the Commissioner and  
45 the Secretary shall continue to recommend a new slate until one is approved by the  
46 permanent members.

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**Name of AMC**

The name of the AMC shall be “University Medical Center” and its branding shall reflect (1) it is a major affiliate of LSU and part of the LSU system, (2) it is a teaching hospital of Tulane University, and (3) other university affiliations approved by a majority of the then seated members of the full Corporation Board. The principal hospital building of the AMC shall be designated the “Rev. Avery C. Alexander Hospital” building. Other buildings may be named for donors at the direction of the Corporation Board in accordance with its building and facilities naming policy.

**Public Accountability**

The intent of the Agreement is, in part, to ensure proper accountability for the services provided by the Corporation and paid for by the State. As such, the Agreement shall ensure:

- The Division of Administration and the Department of Health and Hospitals shall have access to any and all records held by the Corporation for the purpose of conducting the official responsibilities of the respective agencies.
- The Corporation shall develop and maintain policies and procedures which ensure purchasing practices are consistent with achieving the best pricing and fairness in purchasing through competitive processes.
- The Corporation's financial and other records shall be subject to audit by the LSU System Internal Audit and the Legislative Auditor, in addition to yearly corporate audits.
- The Corporation shall follow quality constructions standards in consultation with the Division of Administration.
- The Corporation shall follow public records laws with respect to receipt and expenditures of state or federal funds.
- The Corporation shall generally take all necessary steps to assure transparency, responsibility and accountability to the public.

**Bylaws Requirements**

The parties agree that the Agreement will require that the Corporation, as a condition of receiving the initial state support toward construction, will adopt bylaws which, at a minimum:

- State the purpose and corporate mission of the Corporation. The bylaws shall describe, at a minimum, the role the Corporation will play in being a safety net provider for the state’s uninsured and the pivotal role the AMC will play as a statewide referral center for patients within the LSU health system in need of higher levels of care, the role the AMC will play in medical and allied

- 1 health training, and the goal of being recognized nationally as a leader in  
2 research, training and excellence in transparent clinical and financial  
3 outcomes.
- 4 • While the Corporation must support the programs, facilities, research and  
5 education of LSU pursuant to La. R.S. 17:3390, and must support the medical  
6 training programs of Tulane consistent with this MOU, it is nonetheless  
7 required to be an effective, efficient organization acting, at all times, in a  
8 responsible manner. The bylaws shall clearly articulate that it is the  
9 obligation of each Corporation Board member to act as a fiduciary to the  
10 Corporation and to ensure, first and foremost, the financial integrity of the  
11 Corporation, and each Corporation Board member shall attest they will, at all  
12 times, notwithstanding any other provision to the contrary, adhere to their  
13 fiduciary obligation to the Corporation to ensure proper and efficient  
14 stewardship of the Corporation and its assets.
  - 15 • Recognize that the Corporation has, as a principal purpose, the support of  
16 programs, facilities and research and educational opportunities pursuant to La.  
17 R. S. 17:3390, and the Corporation will, at all times, adhere to the intent of the  
18 statute to support the education and research mission of LSU while also  
19 recognizing the significance of the education and research mission of Tulane  
20 and other affiliated academic institutions.
  - 21 • Acknowledge that the AMC is a key component of the LSU Health System  
22 and as such will participate in mutually beneficial academic, clinical and  
23 business operations. Potential mutually beneficial operations may include:  
24 LSU's systemwide Information Technology initiatives, supply chain processes  
25 to achieve reduced supply cost, clinical disease management programs,  
26 adoption of common metrics for reporting of clinical, operational and  
27 financial outcomes, coordination with the LSU Health System on establishing  
28 requests for either direct or matched state funds, and others. "Mutually  
29 beneficial operations" shall include full participation in the continuation of the  
30 LSU electronic medical records ("EMR") program; provided, however, that  
31 any EMR system utilized by LSU will meet the interoperability standards  
32 established by the Office of the National Coordinator for Health Information  
33 Technology. Additionally, LSU will provide Tulane with information on a  
34 periodic basis regarding specification requirements of its EMR system, and  
35 LSU will reasonably respond to questions that it would routinely answer from  
36 other referring providers in the ordinary course, so that LSU and Tulane can  
37 ensure compatibility and interoperability between the EMR systems;  
38 provided, however, that LSU shall not be required to expend other than  
39 normal costs of communicating specification requirements (electronically or  
40 by hard copy, at its option) in meeting this obligation to provide such  
41 information.
  - 42 • Include, at a minimum: all substantive issues required by The *Joint*  
43 *Commission*; standards for conduct of Corporation Board members, including  
44 non-interference by individual Corporation Board members in the daily  
45 operations of the AMC outside prescribed responsibilities outlined in the  
46 bylaws; process for appointment and dismissal of Corporation Board

1 members; attendance requirements by Corporation Board members; conflict  
2 of interest policies for Corporation Board members, including disclosure and  
3 recusal; and process for selection of officers other than the Chair, who shall be  
4 designated as provided herein by the President of the LSU System.

- 5 • State that any three directors may bring an issue to the full Corporation Board  
6 as an action item for the agenda, provided that written notice is provided to all  
7 Corporation Board members at least 20 days in advance. The notice shall state  
8 that the item has been requested for the agenda and must identify the item.
- 9 • Include the creation and membership guidelines of standing committees of the  
10 Corporation Board, to include, at a minimum; audit and compliance, finance,  
11 quality, risk management, compensation and review, strategic planning and  
12 Graduate Medical Education.
- 13 • Require the Corporation to maintain and annually update a five-year strategic  
14 plan inclusive of a capital plan, finance and financial operations plan, quality  
15 plan, staffing and staff development plan, patient, employee and physician  
16 satisfaction plan, and a marketing and business plan.
- 17 • Include language requiring two-thirds affirmative vote of the members of the  
18 Corporation Board prior to making any future changes to the bylaws or  
19 corporate articles.
- 20 • Provide that the Corporation Board shall be ultimately responsible for the  
21 employment of a qualified Chief Executive Officer, who shall be responsible  
22 only to the Corporation Board.
- 23 • Provide that for GME-related contracts with LSU and Tulane, that neither  
24 University shall be treated in a discriminatory manner with regard to the  
25 policy administration of the GME programs. Notwithstanding the  
26 requirement for a two-thirds affirmative vote of the members of the  
27 Corporation Board in order to change the bylaws, any change to the non-  
28 discrimination section of the bylaws shall require the consent of the  
29 permanent Corporation Board member representing Tulane in the event the  
30 proposed bylaw change affects the non-discrimination section related to  
31 Tulane, and shall require the consent of a majority of the of the permanent  
32 Corporation Board members representing LSU in the event the proposed  
33 bylaw change affects the non-discrimination section related to LSU.
- 34 • Provide that the GME Position Allocation provisions of the bylaws may not  
35 be changed without the consent of the permanent Corporation Board member  
36 representing Tulane and the permanent Corporation Board members  
37 representing LSU.

38  
39 Although it is not a requirement of the Agreement, the Parties will recommend that the  
40 Corporation Board consider including in the Corporation bylaws a statement that  
41 participating institutions, for example Delgado, Dillard, and Southern universities, will be  
42 invited to attend Corporation Board meetings.

43  
44 **Additional GME and Related Requirements**  
45

1 The Corporation shall operate the AMC and shall be the GME successor to the hospital  
2 currently operating under provider number 19-0005. The LSU Board of Supervisors and  
3 the Corporation shall take all steps necessary to meet all the Medicare requirements for  
4 change of ownership, within the time limits set by CMS, related to the transfer of  
5 provider number 19-0005, and the resident slots and licenses associated with such  
6 provider number, to the Corporation.

7  
8 In the event there is a change in governmental or private payor policy that affects hospital  
9 reimbursement for resident training, the parties will conform this MOU and any  
10 implementing agreement to most closely carry out the intent of this provision to ensure  
11 that Tulane and LSU are entitled to the Historical Allocation (as defined below) of  
12 resident slots and fair reimbursement for resident training.

13  
14 ***GME Contracts***

15  
16 The Parties agree that the bylaws of the Corporation shall provide that the Corporation  
17 Board and Tulane, and the Corporation Board and LSU, will enter into GME contracts  
18 stipulating the rights and responsibilities of each party with regard to affiliated academic  
19 training programs in accordance with this section. The agreements must acknowledge  
20 the critical role the AMC will play for the GME programs of both universities, and must  
21 detail the processes for governance of the GME programs. All policies and procedures  
22 within the AMC related to administration of the training programs will apply equally to  
23 the students, residents and faculty without regard to the sponsoring institution such that  
24 for similar work or support services, an institution's student, resident or faculty member  
25 will not be discriminated against by virtue of their affiliation with the sponsoring  
26 institution. The Parties further agree that the Corporation, in administering the GME  
27 program and affiliation agreements, shall:

- 28  
29
- 30 • Ensure, with regard to policies affecting residents and medical  
31 students, an equality of educational experience between the students and  
32 residents irrespective of the sponsoring institution;
  - 33 • Ensure, with regard to policies affecting LSU and Tulane residents,  
34 faculty and medical students, equality in application of the policies  
35 irrespective of the sponsoring institution; and
  - 36 • Ensure faculty and resident support and pay without discrimination  
37 based upon the sponsoring institution being LSU or Tulane (for example,  
38 the method of assigning staff supervision reimbursement will be based  
39 upon the proportion of residents to faculty, according to specialty;  
40 provided that this provision shall not be construed to require duplicative  
41 services).

42 Disputes related to the content of an executed contract related to GME will be resolved  
43 by the hospital CEO and the representative of the applicable school of medicine initially.  
44 If the hospital CEO and representative of the applicable school are unable to resolve the  
45 dispute, the issue will be referred to a committee of the Corporation Board formed for the  
46 purpose of resolving such GME-related contractual disputes. The committee membership

1 will consist solely of the Corporation Board members not affiliated with LSU or Tulane.  
2 The committee will propose a resolution to the dispute. If this resolution is not accepted  
3 by the affected University and the full Corporation Board, nothing herein shall preclude  
4 the further available means to enforce an executed contract, and the contract may provide  
5 for binding arbitration or other means of dispute settlement. Since GME issues affecting  
6 both Tulane and LSU impact the operation of the AMC and, as a practical matter, extend  
7 beyond the AMC, the following will be considered during this informal resolution  
8 process related to GME slots or assignments, but will not be binding in any other  
9 proceeding:

- 10 • Total distribution of LSU and Tulane residents by discipline at the  
11 AMC
- 12 • Needs and expectations at the AMC and the ability for the residency  
13 programs to meet those needs and expectations
- 14 • Performance according to contract requirements
- 15 • Residents in the AMC slots assigned to other hospitals and their  
16 disciplines
- 17 • The total CMS-approved GME slots assigned to Tulane and LSU at  
18 the AMC.

### 20 ***GME Position Allocation***

21  
22 The Parties agree that the bylaws will include the following provisions regarding the  
23 allocation of GME slots.

24 It is agreed that the pre-Katrina number of CMS-approved residency slots 573.26. Of this  
25 number, 373.26 of the slots are to be utilized at the discretion of LSU and 200 slots are to  
26 be used at the discretion of Tulane (the "Historical Allocation"). If fewer than the 573.26  
27 GME positions can be accommodated at the AMC, each institution shall be entitled to  
28 use the available positions at the AMC in the same proportion as the Historical  
29 Allocation. The excess slots will be divided by the same proportion and may be loaned  
30 to other hospitals through annually renewed affiliation agreements, according to CMS  
31 regulations and under the oversight of the GME committee.

### 32 Reclaiming Slots

33 In the event there is a greater need for residents at the AMC, the Corporation may reclaim  
34 slots that have been loaned to other hospitals through regular and emergency affiliation  
35 agreements in accordance with the terms of such agreements; provided, however, that  
36 Tulane and LSU will fill the reclaimed slots in proportion to the Historical Allocation.  
37 The Corporation, in deciding which hospitals to reclaim slots from, will consult with  
38 Tulane and LSU to ensure that the slots are reclaimed in a manner that (a) permits Tulane  
39 and LSU to provide residents in the appropriate specialties at the AMC in proportion to  
40 the Historical Allocation, and (b) that ensures the proposed resident experience at the  
41 AMC will not adversely affect the ACGME accreditation of the residency programs of  
42 either Tulane or LSU. The Corporation shall provide Tulane and LSU notice of its intent  
43 to reclaim the slots at least 12 months (but not more than 18 months) prior to July 1 of the  
44 year in which the Corporation intends to reclaim the slots (the "Academic Year"). The

1 | notice shall state the program and purpose for which the reclaimed slots will be used. If  
2 | either Tulane or LSU declines to provide residents to fill some or all of the reclaimed  
3 | slots that are proposed by the Corporation, such school's unused slots may be allocated to  
4 | the other school's residents for use at the AMC without regard to the Historical  
5 | Allocation; provided, however, that such reclaimed slots shall revert back to the school  
6 | from which they were taken in the subsequent Academic Year if the reclaimed slots were  
7 | not filled by the school from which they were taken at the time of the initial request due  
8 | to temporary or emergency circumstances or other reasonable short-term limitations  
9 | associated with the transition of residents to the AMC; and provided further, that any  
10 | such reclaimed slot must be used for the designated purpose or it shall revert to the school  
11 | from which it was taken to be used for that school's residents at the AMC, or if the AMC  
12 | decides to enter into an affiliation agreement, at another hospital.

13 |  
14 | New Programs

15 | The Corporation, Tulane, or LSU may initiate a request to the other parties to establish a  
16 | new residency program or expand a residency program (beyond current ACGME  
17 | approved resident number) at the AMC. In the event the Corporation establishes a new  
18 | residency program or expands a residency program at the AMC, the Corporation in  
19 | agreement with either school, may reallocate resident slots to the new program in a  
20 | manner which does not change the Historical Allocation. When an expansion is proposed  
21 | when only one school operates the program to be expanded, the Corporation and the  
22 | accredited program will design the expansion to allow reasonable opportunities to the  
23 | school without such a program to participate consistent with the goals and requirements  
24 | of the program. The Corporation will provide Tulane or LSU with notice of intent to  
25 | reclaim slots for any new or expanded residency program at the time of the request to the  
26 | ACGME. The school must necessarily make the request of the ACGME. If either  
27 | Tulane or LSU declines to provide residents to fill some or all of the slots as requested by  
28 | the Corporation within 12 months of receipt of ACGME initial program approval or other  
29 | ACGME required approvals, such school's unused slots in the new program may be  
30 | allocated to the other school's residents for use in the new program; provided, however,  
31 | that such reclaimed slots shall revert back to the school from which they were taken in  
32 | the subsequent Academic Year if the reclaimed slots were not filled by the school from  
33 | which they were taken at the time of the initial request due to temporary or emergency  
34 | circumstances or other reasonable short-term limitations associated with the start-up of  
35 | the new program; and provided further, that any such reclaimed slot must be used for the  
36 | designated purpose or it shall revert to the school from which it was taken to be used for  
37 | that school's residents at the AMC or, if the AMC decides to enter into an affiliation  
38 | agreement, at another hospital.

39 | This provision is applicable only to new or expanded residency programs at the AMC. In  
40 | the event the Corporation loans its slots to be used for a new residency program at any  
41 | other location, neither Tulane nor LSU will be required to participate in the new program  
42 | nor will the non-participating school be required to allocate any of its slots to the new  
43 | program.

1 The Corporation can only share and reclaim ACGME approved and CMS approved slots.

2

3 **Provision of Services**

4 Neither Tulane nor LSU will be charged for their use of the AMC as a teaching hospital.

5 Tulane and LSU faculty will have the opportunity to conduct clinical trials at the AMC  
6 subject to AMC research policies and procedures, in a manner insofar as practicable  
7 consistent with each institution's historic research presence at the pre-Katrina MCLNO  
8 facilities.

9

10 **Financing of the New Academic Medical Center**

11

12 The new Academic Medical Center shall be financed through a combination of strategies.

13

14 The State of Louisiana has committed, through Acts 28 and 203 of the 2007 Regular  
15 Session, \$300 million. The Legislature has already provided the authority to utilize these  
16 resources, and the executive branch agrees to take all steps necessary to secure this  
17 funding. This funding will be released as determined by the Commissioner of  
18 Administration pursuant to the Agreement.

19

20 The Federal Emergency Management Agency (FEMA) is expected to provide the State of  
21 Louisiana with a settlement (or judgment) related to Hurricane Katrina. The funds from  
22 the settlement (or judgment) shall be received by the state and released by the  
23 Commissioner of Administration as provided herein.

24

25 The remaining capital costs shall be financed through revenue bonds issued by the  
26 Corporation. These bonds shall not be guaranteed by the state of Louisiana, and shall not  
27 require the full faith and credit of the State.

28

29 Independent verification of the financial plan for financing purposes will be obtained and  
30 must be provided to the Corporation Board for its review and approval before any  
31 binding final action on financing. A firm with expertise in health care bond financing  
32 will be utilized. The scope and cost of the project may be adjusted accordingly based on  
33 the input of the financial analysis to ensure the project can be financed successfully.

34

35 **Financing the Uninsured and Developing a System of Care**

36

37 All parties agree the number of uninsured citizens has created a substantial financial  
38 strain on the healthcare safety net. The Disproportionate Share funding program has  
39 achieved its capacity, even while the costs allowable under the program have continued  
40 to grow and are expected to continue growing. The parties agree to work together to  
41 achieve more effective means by which federal funding can be optimized with the goal of  
42 broadening access to private or public health insurance options for the poor.

43

1 It is clear the majority of the uninsured in the region will continue to seek their health  
2 care through the Academic Medical Center. The AMC will maintain the mission of  
3 being a reliable safety net provider.  
4

5 **THEREFORE**, the State of Louisiana, through the Division of Administration and the  
6 Department of Health and Hospitals, agrees to continue funding the cost of the services  
7 provided by the AMC to the uninsured, subject to funding by the Legislature which they  
8 will take reasonable steps to obtain.  
9

10 The Corporation, through contractual arrangements, may participate in a number of  
11 health insurance plans, and shall participate in coordinated care or medical home  
12 programs provided through the Medicaid program. The Corporation will also endeavor  
13 to create a system of care for the uninsured who seek services where the care is managed  
14 through evidence-based disease management initiatives and the outcomes data is  
15 maintained and transparent. Notwithstanding anything in this agreement to the contrary,  
16 the Corporation must function responsibly as an independent entity, and while it is the  
17 intent of the parties that the Corporation participate fully in any state initiative, nothing in  
18 this agreement shall restrain the Corporation Board from making a determination as to  
19 the financial feasibility of any such initiative, and the Corporation Board shall have the  
20 right and obligation to negotiate reasonable funding for the initiative, if appropriate.  
21

22 The Corporation shall work cooperatively with community-based organizations and  
23 clinics with the goal of ensuring a coordinated system of care for the poor. It is critical  
24 the system be metric based, with outcomes and access being measured. The Corporation  
25 shall cooperate with LSU, Tulane and other institutions to optimize the resources  
26 available to provide a seamless system of care.  
27

28 The parties agree that the principles governing the formation and operation of the AMC  
29 must be tied to, and consistent with, the broader objectives of health care reform and  
30 should be part of a comprehensive plan. As long as there remains a substantial segment  
31 of the population without health insurance coverage, the regional health care system must  
32 evolve to a competitive, yet collaborative, "marketplace" for all private and public health  
33 care providers. It is the intent of the parties to optimize insurance coverage for the poor,  
34 and the parties support any effort by the state to expand access to coverage. By doing so,  
35 the state will reduce its reliance on DSH funding for institutional purposes, and rather  
36 will focus its resources on the proper integration of the poor into a competitive,  
37 performance-based marketplace driven by choice and quality. It is in the State's interest  
38 to foster a competitive marketplace, while also providing the appropriate resources  
39 toward the provision of care for the poor.  
40

1 **Operation of the Academic Medical Center**

2  
3 Notwithstanding anything herein to the contrary, in order for the Corporation to meet its  
4 fiduciary obligations required under its bond covenants, it will be necessary for the  
5 Corporation to be operated in a manner consistent with the best practices of private, non-  
6 profit institutions.

7  
8 The Corporation Board shall hire an experienced Chief Executive Officer, who will  
9 report solely to the Corporation Board. The parties agree it is incumbent upon the  
10 Corporation Board to ensure the Corporation engages the most visionary and  
11 operationally capable leader available. Therefore, the parties agree the Corporation  
12 should, as part of its process for identifying such a leader, engage in a procurement  
13 process for identifying hospital management firms or persons with documented  
14 successful experience in the operation of sophisticated academic and research-oriented  
15 health care institutions. "Successful experience" is defined as demonstrable success in  
16 financial and clinical outcomes in institutions operating in competitive environments with  
17 significant uninsured populations while also maintaining credible research and training  
18 programs.

19  
20 It has been widely acknowledged that the rate of technological advancement in science  
21 has achieved such a rate of speed that designing a hospital based on today's knowledge of  
22 the marketplace means the AMC could be somewhat obsolete by the time it opens.  
23 Therefore, the parties agree it is crucial the future trends in medicine – academic  
24 medicine in particular – be evaluated as the facility is designed and built. In the design  
25 phase of the project, the parties agree to utilize a small but experienced team of nationally  
26 recognized experts and futurists in the developing trends in academic medicine so as to  
27 ensure the designers are exposed to the optimum potential for the use of technology and  
28 evidence-based medical approaches within the new facility and throughout the delivery  
29 system.

1 All parties agree to support this Memorandum of Understanding, agree to be bound by it,  
2 and commit to acting in good faith, with all due diligence, to effect its success and  
3 comply with its intent.

4

5 | THUS DONE in Baton Rouge, Louisiana this \_\_\_\_\_ day of August, 2009.

6

Board of Supervisors of Louisiana State  
University Agricultural & Mechanical College

By: \_\_\_\_\_  
John V. Lombardi, President  
State of Louisiana, Department of Health and  
Hospitals

By: \_\_\_\_\_  
Alan Levine, Secretary  
State of Louisiana, Division of Administration

By: \_\_\_\_\_  
Angele Davis, Commissioner of  
Administration  
Administrators of the Tulane Educational Fund

By: \_\_\_\_\_  
Scott S. Cowen, President

7

8

8/26/09 9:30 AM

Deleted: June



**PERSONNEL ACTIONS REQUIRING BOARD APPROVAL**

**AUGUST 27, 2009**

Personnel Actions Requiring Board Approval  
August 27, 2009

CREATE A NEW POSITION

<u>Campus</u>	<u>Name</u>	<u>Effective</u>	<u>Title</u>	<u>Range</u>	<u>Proposed Source</u>
1 UNO		9/1/2009	Coordinator of Disability Services	35000-45000	45,000 State
2 LSU Shreveport		7/13/2009	Assistant Director of Admissions	35000-50000	40,000 State
3 LSU Shreveport		7/13/2009	Assistant Director Records Operations	35000-50000	40,000 State
4 LSU Shreveport		7/13/2009	Assistant Director Records Support Services	35000-50000	40,000 State
5 LSU Shreveport		7/13/2009	Enrollment Services Coordinator	25000-45000	30,000 State
6 LSU Shreveport		7/13/2009	Enrollment Services Coordinator	25000-45000	30,000 State
7 LSU Shreveport		7/1/2009	Records Coordinator	25000-45000	30,000 State

Personnel Actions Requiring Board Approval  
August 27, 2009

FILL A VACANCY

<u>Campus</u>	<u>Name</u>	<u>Effective</u>	<u>Title</u>	<u>Range</u>	<u>Proposed Source</u>
1 HSCD	LaNasa, James	8/1/2009	Physician - Bogalusa Medical Center	160000-235000	190000 State
2 HSC New Orleans	Ehlich, A Dale	9/1/2009	Clinical Associate Professor and Department Head/Chairman Comprehensive Dentistry and Biomaterials	base admn sup	135000 State 16000
3 UNO		7/1/2009	Head Coach Baseball	90000-130000	130000 State
4 HSC Shreveport		9/1/2009	Assistant/Associate Professor - Vascular Surgery	125000-150000	150000 State

Personnel Actions Requiring Board Approval  
 August 27, 2009

FILL A VACANCY - APPOINTMENT WITH TENURE

<u>Campus</u>	<u>Name</u>	<u>Effective</u>	<u>Title</u>	<u>Year</u>	<u>New Salary</u>	<u>Source</u>
1 HSC New Orleans	Himal, Van T	9/1/2009	Professor/Department Head/Chairman - Endodontics	year 1	175,000 base	State
				year 2	25,000 admin supp	State
				year 3	175,000 base	State
					20,000 admin supp	State
					15,000 admin supp	State
2 LSU A&M	Allen, Glenn	8/17/2009	Professor/Marie H Bickham Endowed Chair		95,000	State

Personnel Actions Requiring Board Approval  
August 27, 2009

**RAISES**

<u>Campus</u>	<u>Name</u>	<u>Effective</u>	<u>Title</u>	<u>Old Salary</u>	<u>New Salary</u>	<u>Source</u>	<u>Pct Chg</u>
1 HCSD	Pham, Anthony	7/7/2009	Physician - Bogalusa Medical Center	195,000	214,500	State	10%
2 LSU A&M	Rusch, Kelly	7/1/2009	Associate Dean for Research & Diversity Programs: Donald W Clayo 126,053	138,550	138,550	State	5%
3 LSU A&M	Brenner, Sue	8/17/2009	Professor/Core Computational Focus Area Lead at the Center for Computation & Technology	146,885	151,885	State	3%

Personnel Actions Requiring Board Approval  
August 27, 2009

PROMOTIONS

Campus	Name	Effective	Title	Old Salary	New Salary	Difference	Source	Pct
1 LSU A&M	Altevau, Joseph	7/30/2009 old title new title	Director of Athletics Vice Chancellor and Director of Athletics	350,000	350,000			no change
2 LSU A&M	Shaw, Richard	8/17/2009 old title	Professor and Interim Associate Dean SCE	136,316	143,816	7,500	State	5.50%
3 LSU A&M	Vincent, Herbert	7/30/2009 old title new title	Sr. Associate Athletics Director Associate Vice Chancellor for Communications and University Relations and Sr. Associate Director of Athletics	137,000	160,000	23,000	State	16.79%
4 LSU A&M	Chance, Donald	8/17/2009 old title new title	Prof/William W Wright Jr Endowed Chair financial Service James C Flores Endowed Chair of MBA Studies and James C & Cherita H Flores University Professorship MBA Studies	179,071	195,000	15,929	State	9%
5 UNO	Whithenburg, Scott	7/1/2009 VC for Research & Sponsored Programs/Dean of Graduate School		175,794	195,000	19,206	State	11.00%

TITLE CHANGE - FOR INFORMATION PURPOSES ONLY

1 System	Haigrave, Carolyn H	7/1/2009 old title new title	Vice President for Academic Affairs & Technology Transfer Chief of Staff - LSU System; Vice President for Academic Affairs & Technology Transfer	235,472	235,472			no change
2 System	Antolik, John R	7/1/2009 old title new title	Assistant Vice President for Budget & Finance/Comptroller Chief Financial Officer - LSU System; Assistant Vice President for Budget and Finance/Comptroller	147,608	147,608			no change

Personnel Actions Requiring Board Approval  
August 27, 2009

**FACULTY PROMOTIONS**

<u>Campus</u>	<u>Name</u>	<u>Effective</u>	<u>Old Title</u>	<u>New Title</u>	<u>Department</u>
1 PBR/C	Johannsen, Darcy	9/1/2009	Postdoctoral Researcher	Instructor	Human Physiology

Personnel Actions Requiring Board Approval  
August 27, 2009

APPOINTMENT TO ANY DESIGNATED CHAIR OR PROFESSORSHIP

Campus	Name	Effective	Title
1 LSU A&M	Lundy, Lisa K	8/17/2009 remove	Rernal Das & Lachmi-Davt Bhatia Memorial Professorship
2 LSU A&M	Jeong, Yongjick	8/17/2009 remove	ManSHIP School of Mass Com Bart R Swanson Endowed Memorial Professorship
3 LSU A&M	Shipka, Daniel G	8/17/2009 remove	Howard and Nanelle Mitchner Giltinger Professorship
4 LSU A&M	Dahmen, Nicole E	8/17/2009 remove	John H Bateman Professorship
5 LSU A&M	Lawrence, Regina	8/17/2009 remove	Rernal Das & Lachmi Davt Bhatia Memorial Professorship
6 LSU A&M	Popp, Richard K	8/17/2009 add	Doris Westmoreland Darden Professorship
7 LSU A&M	Mann, Robert T Jr	8/17/2009 remove	Doris Westmoreland Darden (III) Professorship
8 LSU A&M	Sanders, Meghan S	8/17/2009 remove	Douglas L. Marshlip Sr. Professorship
9 LSU A&M	Porter, Lance	8/17/2009 remove	William K "Bill" Carville Professorship
10 LSU A&M	Weber, Christopher R	8/17/2009 add	Mary P Poindexter Endowed Professorship
11 LSU A&M	Miller, Andrea	8/17/2009 remove	Douglas L Marshlip Sr. Professorship
			Kathryn Pate Callahan Professorship
			Mary P Poindexter Endowed Professorship
			G Lee Griffin Distinguished Professorship
			Balo Professorship
			D Jensen Holiday Professorship

Personnel Actions Requiring Board Approval  
August 27, 2009

LEAVE WITHOUT PAY/EDUCATIONAL LEAVE/SPECIAL LEAVE

<u>Campus</u>	<u>Name</u>	<u>Effective</u>
1 UNO	DeCan, Lawrence	7/1/09 thru 6/30/10
2 UNO	Rosenblum, Marc R	8/1/09 thru 5/15/10
3 PBRC	Pan, Weihong	9/1/09 thru 7/24/10 reduce to 30% PBRC and 70% LWOP
4 PBRC	Smith, Steven	8/1/09 thru 12/31/09 reduce to 51% PBRC and 49% LWOP
		1/1/10 thru 6/30/10 reduce to 25% PBRC and 75% LWOP

Special arrangement  
Special arrangement

Personnel Actions Requiring Board Approval  
August 27, 2009

**SUPPLEMENTAL COMPENSATION**

Campus	Name	Effective	Title	Old Sala Prior Stump	New Stump	New Salary	New Foundation
1 LSU A&M	Hoffman, Paul E	7/1/2009	Paul W & Nancy W Murrill Distinguished Professorship	97813	0	5000	97813 LSU A&M
2 LSU A&M	McBride-Dalline, Matthew	6/23/2009	School of Music Excellence in Teaching Award for 2009	51908	0	500	97813 LSU A&M
3 LSU A&M	Hughes, Richard	6/23/2009	Zaki Bassiouni Teaching Excellence Award	97566	0	15000	97898 LSU A&M
4 LSU A&M	Neathery, Mary Joe	6/23/2009	College of Business staff Excellence Award for 2009	45518	1000	1000	45518 LSU A&M
5 LSU A&M	Rose, Kenneth	7/1/2009	Distinguished Professorship in Louisiana Environmental Studies #1	98807	0	5000	101807 LSU A&M
6 LSU A&M	Fry, Brian	7/1/2009	Distinguished Professorship in Louisiana Environmental Studies #2	86751	0	5000	91751 LSU A&M
7 PBRC	Gupta, Alok	6/10/2009	Assistant Professor - Research	173775	0	120	173775 PBRC
8 HSC New Orleans	Ambuster, Paul	7/1/2009	Orthodontics	147918	20000	20000	147918 LSUHSCF
9 HSC-New Orleans	Bazan, Nicolas	7/1/2009	Director of Ophthalmology and Willere Chair	277497	0	110000	277497 LSUHSCF
10 HSC Shreveport	Baye, Robert	7/1/2009	Allen A Copping DDS Excellence in Teaching Award	72100	0	4000	72100 LSUHSCF
11 HSC Shreveport	Ballard, Richard	7/1/2009	Assistant Professor - Orthodontics	104539	20000	20000	104539 LSUHSCF

## PM 11 - Outside Employment of University Employees

Fiscal Year 2008 - 2009

Year End Reports have been received from the following campuses and are available for viewing:

LSU A&M  
LSU at Alexandria  
University of New Orleans  
LSU Health Sciences Center New Orleans  
LSU Health Sciences Center Shreveport  
E A Conway Medical Center  
Huey P Long Medical Center  
LSU at Eunice  
LSU in Shreveport  
Paul M Hebert Law Center  
LSU AgCenter  
Pennington Biomedical Research Center  
LSU Health Care Services Division

## CONSENT AGENDA

1. Request for Approval of a Letter of Intent for a Master of Arts in Teaching (MAT) -Special Education at the University of New Orleans
2. Request for Approval of a Letter of Intent for a Master of Arts in Teaching (MAT) - Curriculum and Instruction at the University of New Orleans
3. Request for Re-Authorization of The National Center for Advanced Manufacturing (NCAM) at the University of New Orleans
4. Request to Exempt the Tuition and Non-Resident Fee for Graduate Fellows in Nationally Competitive Fellowship Programs Awarded to Louisiana State University
5. Request Approval of Exclusive Software Copyright License between Body Evolution Technologies, Inc. and Louisiana State University (as represented by the Pennington Biomedical Research Center)
6. Recommendation to approve a Permanent Servitude and Right of Entry with the Orleans Parish Levee District to relocate and rebuild the levee access road at the University of New Orleans
7. Recommendation to name the Equine Lameness Unit at the Louisiana State University School of Veterinary Medicine the "Pfeiffer-Burt Equine Lameness and Performance Evaluation Unit"
8. Recommendation to name the French Studies Classroom 424 in Hodges Hall on the Louisiana State University campus the "Seola A. and Richard V. Edwards, Jr. French Studies Classroom"
9. Recommendation to name the new high school wing of the University Laboratory School on the Louisiana State University campus the "W.L. Albritton Hall"



## Office of Academic Affairs Consent Agenda Item

### REQUEST FOR APPROVAL OF A LETTER OF INTENT FOR A MASTER OF ARTS IN TEACHING (MAT) - SPECIAL EDUCATION AT THE UNIVERSITY OF NEW ORLEANS

**To:** Members of the Board of Supervisors

**Date:** August 27, 2009

**1. Significant Board Matter**

This matter is a "significant board matter" pursuant to the following provisions of Article VII, section 8 of the Bylaws: D.1. Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

**2. Summary of the Matter**

The Department of Special Education and Habilitative Services at the University of New Orleans proposes a Master of Arts in Teaching (MAT) – Special Education. This degree option is one of the alternate teacher certification routes developed during the teacher education redesign initiative supported by the Board of Regents and the Louisiana Department of Education. The program is designed to enroll candidates with a Bachelor's degree outside the field of education to pursue initial-level teacher certification within a Master's degree. Within this degree, candidates will select one of the following teacher certification options: early intervention (Birth – age 5), mild/moderate disabilities, and significant disabilities.

Currently, the department offers a graduate certification program that does not result in a Master's degree. This program will be converted to the MAT option using the same resources already in place. Conversion of the program to a degree format will increase the number of degree completers in the college. This conversion is being undertaken in a number of teacher education programs at colleges and universities in Louisiana.

The proposed degree will also meet a critical economic need in the greater New Orleans area as schools continue to recruit highly qualified teachers during the rebuilding process. Offering initial-level teacher certification within an advanced degree format will create an incentive for personnel outside the field of education with appropriate content backgrounds to enter the field of education. Improving the quality of teachers available to teach in local schools will improve the quality of instruction as well as the performance level of enrolled students.

**3. Budget Note**

Since the proposed program will be offered by faculty within the College of Education and Human Development currently offering the graduate certification program, no additional resources are needed to implement the proposed degree program.

**4. Review of Documents Related to the Proposed Program**

This proposal was reviewed and endorsed by the appropriate faculty committees and administrative offices at UNO and by the System Office of Academic Affairs, following consultation with staff at the Board of Regents. The full proposal is on file in the System Office of Academic Affairs.

**5. Certification of Campus re: Article VII, Section 8, E.9**

Appropriate certification has been provided by the campus.

**RECOMMENDATION OF EXECUTIVE STAFF AND DRAFT RESOLUTION**

The Executive Staff recommends that the LSU Board of Supervisors approve the following resolution:

**“NOW, THEREFORE BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves the request for a Letter of Intent for a Master of Arts in Teaching (MAT) - Special Education at the University of New Orleans, subject to approval by the Board of Regents.



## Office of Academic Affairs Consent Agenda Item

### REQUEST FOR APPROVAL OF A LETTER OF INTENT FOR A MASTER OF ARTS IN TEACHING (MAT) - CURRICULUM AND INSTRUCTION AT THE UNIVERSITY OF NEW ORLEANS

**To: Members of the Board of Supervisors**

**Date: August 27, 2009**

#### **1. Significant Board Matter**

This matter is a "significant board matter" pursuant to the following provisions of Article VII, section 8 of the Bylaws: D.1. Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

#### **2. Summary of the Matter**

The Department of Curriculum and Instruction at the University of New Orleans proposes a Master of Arts in Teaching (MAT) – Curriculum and Instruction. This degree option is one of the alternate teacher certification routes developed during the teacher education redesign initiative supported by the Board of Regents and the Louisiana Department of Education. The program is designed to enroll candidates with a Bachelor's degree outside the field of education to pursue initial-level teacher certification within a Master's degree. Within this degree, candidates will select one of the following teacher certification levels: early childhood (Prekindergarten-grade 3), elementary (grades 1-5), middle school (grades 4-8), and secondary education (grades 6-12).

Currently, the department offers a graduate certification program that does not result in a Master's degree. This program will be converted to the MAT option using the same resources already in place. Conversion of the program to a degree format will increase the number of degree completers in the college. This conversion is being undertaken in a number of teacher education programs at colleges and universities in Louisiana.

The proposed degree will also meet a critical economic need in the greater New Orleans area as schools continue to recruit highly qualified teachers during the rebuilding process. Offering initial-level teacher certification within an advanced degree format will create an incentive for personnel outside the field of education with appropriate content backgrounds to enter the field of education. Improving the quality of teachers available to teach in local schools will improve the quality of instruction as well as the performance level of enrolled students.

#### **3. Budget Note**

Since the proposed program will be offered by the faculty within the College of Education and Human Development currently offering the graduate certification program, no additional resources are needed to implement the proposed degree program.

#### **4. Review of Documents Related to the Proposed Program**

This proposal was reviewed and endorsed by the appropriate faculty committees and administrative offices at UNO and by the System Office of Academic Affairs, following consultation with staff at the Board of Regents. The full proposal is on file in the System Office of Academic Affairs.

**5. Certification of Campus re: Article VII, Section 8, E.9**

Appropriate certification was provided by the campus.

**RECOMMENDATION OF EXECUTIVE STAFF AND DRAFT RESOLUTION**

The Executive Staff recommends that the LSU Board of Supervisors approve the following resolution:

**“NOW, THEREFORE BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves the request of a Letter of Intent for a Master of Arts in Teaching (MAT) Degree - Curriculum and Instruction at the University of New Orleans, subject to approval by the Board of Regents.



## Office of Academic Affairs Consent Agenda Item

### REQUEST FOR RE-AUTHORIZATION OF THE NATIONAL CENTER FOR ADVANCED MANUFACTURING (NCAM) AT THE UNIVERSITY OF NEW ORLEANS

**To: Members of the Board of Supervisors**

**Date: August 27, 2009**

#### **1. Significant Board Matter**

This matter is a "significant board matter" pursuant to the following provisions of Article VII, section 8 of the Bylaws: D. 1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

#### **2. Summary of the Matter**

The University of New Orleans is requesting reauthorization of the National Center for Advanced Manufacturing (NCAM), which began as a partnership in 1999 that included the University of New Orleans, National Aeronautics and Space Administration, and the State of Louisiana and includes a research consortium of seven universities led by UNO and focused on advanced manufacturing research including composite and metallic materials and processes. NCAM received full approval from the LSU Board of Supervisors and the Board of Regents in 2001. Organizationally, NCAM is a research center located within the College of Engineering but located at NASA's Michoud Assembly Facility.

The original Memorandum of Understanding entered into by the parties envisioned the Louisiana Department of Economic Development acquiring and installing substantial advanced manufacturing equipment at NASA's Michoud plant site in New Orleans and the immediate transfer of that equipment to UNO to develop and implement an academic curriculum and business development plan for a new Research Center, the NCAM sited at Michoud. For the State of Louisiana, the economic development opportunity was that, as the Space Shuttle External Tank program reached end-of-life, Michoud would need advanced technologies to win future NASA and commercial contracts, which would then generate significant jobs and satellite business expansion opportunities for Louisiana well into the 21st century. For UNO the arrangement offered educational and research opportunities in a variety of advanced technologies, including: nondestructive testing, bond quality, large structures evaluation, joints and bonding, imbedded sensors, damage tolerance and repair of advanced composite materials as well as friction stir welding of alloy materials.

The Louisiana Department of Economic Development has provided NCAM with startup funding, procured and installed extensive advanced manufacturing equipment, and has worked with NCAM to develop business opportunities. In its' first five years, as part of

NCAM's partnership with NASA and the State of Louisiana, a variety of advanced manufacturing equipment was acquired, installed and tested in development and research projects. The manufacturing technologies represented by this equipment, including advanced composites fabrication and friction stir welding, have been incorporated into NASA's design and manufacturing plans for the Constellation program's Orion and Ares I components and will also play a role in Ares V.

In conjunction with UNO's College of Engineering, NCAM has offered a variety of Graduate Engineering courses, including a master's in composite materials, and has also expanded its research consortium. The Research Consortium was expanded to seven universities, including UNO, LSU, Texas A&M, Miss. State, Tennessee Tech, Virginia Tech and the U.S. Naval Academy. Working with UNO's College of Engineering, NCAM also provides graduate engineering courses to Michoud engineers, including a new Master's level concentration in composites manufacturing. Upwards of 100 students have taken various courses and a number have subsequently completed and acquired Graduate degrees. In the past year, the growing Constellation program activity at Michoud has generated new interest in education among both existing staff and new hires. The new building at Michoud will have over 20,000 square feet of classroom and lab space for engineering classes.

Undergraduate students have also benefited from NCAM by having access to modeling and simulation software tools. Student internships with Lockheed Martin, Boeing, Jacobs, etc. will be available to give further "applied" research opportunities in their engineering education.

As a University Research Center, NCAM regularly submits proposals for outside funding to advance manufacturing technology and its application. Current proposals include over \$2M in direct funding for College of Engineering Faculty and students. NCAM courses will augment and complement the on-campus curricula and will allow the students to actually observe these manufacturing processes being implemented on the Michoud Assembly Facility complex. Masters' and PhD theses on some of these topic areas will be encouraged.

Since its inception, NCAM has relied solely on outside, non-University funding, including Louisiana Department of Economic Development grants, research grants from NASA and others, and equipment rental revenues. All of NCAM's equipment is registered as University of New Orleans (UNO/State) assets, all NCAM faculty and staff are UNO employees and paid by the University from appropriate grants, including all applicable fringes and overhead.

The UNO Research and Technology Foundation (UNORTF) maintains and administers all NASA grants and contracts and most other commercial contracts. UNORTF also provides fee-based services to NCAM for many financial management functions, including contract administration, invoicing, collections and financial accounting. UNORTF fees are paid entirely out of equipment rental revenues and grant contract assessments. UNO reported that the Research and Technology Foundation receives no UNO general funds for any of its services.

### **3. Review of Business Plan and Fiscal Impact**

In 2001 when NCAM was approved by the LSU Board of Supervisors and the Board of Regents, NCAM revenue was projected to range from \$2,700,000 to \$2,900,000 over the five year period. The actual revenue for FY 2008-2009 of \$1,977,044 is significantly less, due largely to disruptions in operations caused by the Columbia Shuttle disaster and Hurricane Katrina. Currently, UNO reports that production of Constellation (Orion) systems is back on track for FY 2009-2010 and NCAM equipment will be utilized extensively in NASA/Michoud manufacturing operations.

NCAM is funded from three major sources – equipment rentals and grants from NASA and the Louisiana Department of Economic Development. As the attached budget forms indicate, UNO forecasts that revenues from equipment rental will range from \$444,580 in 2008-2009 to \$1,655,000 in FY 2012 – 2013. In addition, NCAM has a \$400,000 federal grant from NASA for 2008-2009 and 2009 – 2010 and anticipates receiving a NASA grant in the amount \$500,000 for the three year period 2010-2011 through 2012-2013. NCAM has a funding commitment from the Louisiana Department of Economic Development for 2008-2009, 2009 – 2010, and 2010-2011.

Although NCAM has assured funding to cover expenses only for 2008-2009 and 2009-2010, UNO is confident that NCAM will achieve the projected substantial revenue increase from equipment rentals because production of Constellation (Orion) systems is back on track for FY 2009-2010 and substantial manufacturing operations will take place over the next several years using NCAM equipment.

UNO has indicated that should NCAM's projected outside funding in the future fall below planned expenditures, the University will move promptly to downsize and/ or close the Center.

### **4. Review of Related Documents**

UNO has provided all relevant documents related to the establishment and operation of NCAM and are available for review in the LSU System Office of Academic Affairs.

### **5. Certification of campus re: Article VII, Section 8, E. 9**

Appropriate certifications were provided by UNO.

### **RECOMMENDATION OF EXECUTIVE STAFF & DRAFT RESOLUTION:**

The System Executive Staff recommends that the LSU Board of Supervisors consider approving the following resolution:

**“NOW, THEREFORE BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves the request for reauthorization of the National Center for Advanced Manufacturing (NCAM), subject to approval by the Board of Regents.

**BE IT FURTHER RESOLVED** that the University of New Orleans will report annually to the System on actual and projected revenues and expenditures and should NCAM's projected outside funding fall below planned expenditures, the University will move promptly to downsize and/or close the Center."



**LOUISIANA BOARD OF REGENTS**  
**Center/Institute Budget Form**

<b>REVENUE</b> (Example: State/Institutional Appropriations, State Grants, Federal Grants, etc.)	<b>Year 1</b> <b>AY</b> <b>(2008-2009)</b>	<b>Year 2</b> <b>AY</b> <b>(2009-2010)</b>	<b>Year 3</b> <b>AY</b> <b>(2010-2011)</b>	<b>Year 4</b> <b>AY</b> <b>(2011-2012)</b>	<b>Year 5</b> <b>AY</b> <b>(2012-2013)</b>
<b><u>UNO NCAM</u></b>					
<b><u>NASA Michoud Assembly Facility</u></b>					
NASA Federal Grant - Foundation	\$400,000	\$400,000			
LED State Grant – UNO (Enh,)	\$500,000	\$500,000			
LED State Grant – UNO (M&S)	\$632,464	\$1,213,936	\$153,600		
Equipment Rental Revenue	\$444,580				
<b>Total Revenue from Sources</b>	<b>\$1,977,044</b>	<b>\$2,113,936</b>	<b>\$153,600</b>	<b>\$0</b>	<b>\$0</b>

NOTE: No General Fund Money is Used to Support NCAM.



**LOUISIANA BOARD OF REGENTS  
Center/Institute Budget Form**

<b>PENDING REVENUE</b> (Example: Monies from outstanding proposals submitted for funding)	<b>Year 1 AY (2008-2009)</b>	<b>Year 2 AY (2009-2010)</b>	<b>Year 3 AY (2010-2011)</b>	<b>Year 4 AY (2011-2012)</b>	<b>Year 5 AY (2012-2013)</b>
<b><u>UNO NCAM</u></b>					
<b><u>NASA Michoud Assembly Facility</u></b>					
Forecast Equipment Rental Revenues Based on AFP I, II, UWS I, II, NDE, HSMC-Year 1, 2 Based on above plus RWT III, HSMC II, Oven, Autoclave-Year 3, 4, 5		\$520,000	\$925,000	\$1,495,000	\$1,655,000
NASA Federal Grant			\$500,000	\$500,000	\$500,000
<b>Total Pending Revenue</b>		\$520,000	\$1,425,000	\$1,995,000	\$2,155,000

NOTE: No General Fund Money is Used to Support NCAM.



**LOUISIANA BOARD OF REGENTS**  
**Center/Institute Budget Form**

<b>ESTIMATED COSTS</b> (Example: Administration, Faculty, and Support Salaries, Travel, Graduate Assistantships, Equipment, Supplies, Other, etc.)	<b>Year 1 AY (2008-2009)</b>	<b>Year 2 AY (2009-2010)</b>	<b>Year 3 AY (2010-2011)</b>	<b>Year 4 AY (2011-2012)</b>	<b>Year 5 AY (2012-2013)</b>
<b><u>UNO NCAM</u></b>					
<b><u>NASA Michoud Assembly Facility</u></b>					
Administration	\$200,000	\$210,000	\$210,000	\$220,000	\$220,000
Engineering Support	\$630,000	\$695,000	\$695,000	\$730,000	\$730,000
Operators	\$87,000	\$92,000	\$92,000	\$368,000	\$368,000
Misc. Support	\$283,000	\$308,000	\$308,000	\$387,000	\$387,000
Travel	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Equipment	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Supplies	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Other	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
<b>Total Costs</b>	\$1,280,000	\$1,385,000	\$1,385,000	\$1,785,000	\$1,785,000

NOTE: No General Fund Money is Used to Support NCAM.



## Office of Academic Affairs Consent Agenda Item

### REQUEST TO EXEMPT THE TUITION AND NON-RESIDENT FEE FOR GRADUATE FELLOWS IN NATIONALLY COMPETITIVE FELLOWSHIP PROGRAMS AWARDED TO LOUISIANA STATE UNIVERSITY

**To: Members of the Board of Supervisors**

**Date: August 27, 2009**

Pursuant to Article VII, Section 8.D.1. of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter."

Section 8.D.1. General Rule: Any matter having a significant fiscal (primary or secondary) or long-term educational or policy impact on the System or any of its campuses or divisions.

#### **1. Summary of Matter**

The LSU Department of Mathematics successfully competed and was awarded a National Science Foundation (NSF) Vertical Integration of Research and Education (VIGRE) grant. The grant program provides opportunities for mathematics' faculty, postdoctoral associates, graduate students and undergraduate students to work and study together in research crews, organized along thematic research topics. The grant is the most prestigious NSF educational and research program in mathematics. Only a few grants are awarded per year. The successful schools include Harvard, Berkeley, and the University of Chicago.

The expected duration of the grant, which started June 1, 2008, is five years; the total support is expected to be approximately \$3.7 million.

The grant will pay up to a maximum of \$10,500 per year, per graduate fellows' tuition and fees, including the non-resident fee. The non-resident tuition and required fees are greater than \$10,500 which unfairly penalizes out-of-state students and limits LSU's ability to recruit outstanding students.

The University is requesting an exemption of the tuition and required fees, including the non-resident fee, for non-resident graduate fellows whose tuition and required fees exceed the \$10,500 annual amount funded by the NSF VIGRE grant. It is expected that three to five non-resident new graduate fellows will participate in the grant program each year.

#### **2. Review of Business Plan**

A substantial part of the grant is the support for graduate fellows. The Department of Mathematics hopes to use this program to recruit outstanding graduate fellows in Mathematics at LSU.

### 3. Fiscal Impact

Currently, the total annual (fall and spring) tuition and fees applicable to, including non-resident fees, is \$15,292. The grant provides a cost of education allowance of \$10,500 per student per year. The exemption is anticipated to cost a maximum of \$4,792 per year, per nonresident. The Vigre grant does cover the full cost for resident students. The students receiving the award hold the fellowship for a single year.

Depending on the number of non-resident graduate fellows who are expected to participate (see table below). The exemption will be effective August 24, 2009 and maintained for the duration of the NSF VIGRE grant. Indirect costs from the grant will be \$277,448.

	2008	2009	2010	2011	2012
Maximum Number of Potential Non-resident Students Participating	2	4	4	4	4
Exempted Tuition	\$6,316	\$19,168	\$19,168	\$19,168	\$19,168

Footnote: In 2008, the nonresident fee portion not covered by the Vigre grant is \$3,158 per student. The recent legislative session passed a resolution to increase tuition and fees for graduate students and this is reflected in the proposal.

Maximum potential cost if all students are non-residents from 2008-2012: \$82,988 (not inclusive of potential Legislative approved tuition and fee increases going forward)

Minimum potential cost to the campus is the commitment made for AY 2008 and 2009 for \$25,484.

### 4. Description of Competitive Process

None

### 5. Review of Legal Documents

None

### 6. Parties of Interest

Recruitment of outstanding graduate fellows in the LSU Department of Mathematics

### 7. Related Transactions

None

### 8. Conflicts of Interest

None

**RECOMMENDATION OF EXECUTIVE STAFF & DRAFT RESOLUTION:**

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**“NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize Louisiana State University to exempt the tuition and required fees, including the non-resident fee, for non-resident graduate fellows whose tuition and required fees exceed the \$10,500 annual amount funded by the NSF VIGRE grant program effective August 24, 2009. The maximum financial exposure based on AY 2009-10 graduate tuition and fees for the five year cycle would be \$82,988.

**BE IT FURTHER RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves the request for exemption to cover any subsequent increases in resident and non-resident tuition and required fees for the duration of the NSF VIGRE grant program.”



## Office of Academic Affairs Consent Agenda Item

### REQUEST APPROVAL OF EXCLUSIVE SOFTWARE COPYRIGHT LICENSE BETWEEN BODY EVOLUTION TECHNOLOGIES, INC. AND LOUISIANA STATE UNIVERSITY (AS REPRESENTED BY THE PENNINGTON BIOMEDICAL RESEARCH CENTER)

**To:** Members of the Board of Supervisors

**Date:** August 27, 2009

**Re:** Exclusive Software Copyright License between Body Evolution Technologies, Inc. and Pennington Biomedical Research Center

#### 1. Significant Board Matter

Pursuant to Article VII, Section 8, D.3 (a) and (b), this matter is a Significant Board Matter.

D.3 (a) Final agreements relating to the purchase, sale, assignment, or licensing of any intellectual property rights, including patents, copyrights, and trademarks.

D.3 (b) Final agreements relating to the joint venture, use, purchase, sale, assignment or licensing of any invention, device, formula, system, process or such similar things, as well as any agreements relating to the granting of royalties or profit participation to any current or past employee.

#### 2. Summary of Matter

Researchers at the Pennington Biomedical Research Center have developed a software program which incorporates a computerized procedure for assessing body image. It targets the measurement of body image and can be used for the prediction of success in weight loss and in treatment outcome studies for eating disorders and obesity. The Pennington developed program will become part of a more complex assessment tool to be developed by the company which will include an interactive component of questions and responses to analyze the individual's self-assessment regarding body image, and other psychological and behavioral tools for use in weight loss, weight maintenance, and healthy lifestyles.

Body Evolution Technologies, Inc. is a start-up company organized under the laws of Delaware. The founders include Pennington faculty member/developer Tiffany Stewart, PhD. Dr. Stewart's participation as a consultant to and partial owner of Body Evolution Technologies is subject to PM-11 and PM-67 approvals.

The license includes an upfront licensing fee, royalties payable on net sales, an annual maintenance fee, and a percentage of sublicensing consideration. In addition, there are performance milestones included in the license to ensure diligence. The license utilizes an LSU approved template and provides for commercial liability insurance and indemnification of LSU. Body Evolution is also negotiating a Sponsored Research Agreement with Pennington to further develop the licensed technology.

**3. Review of Business Plan**

Corporate documentation was provided, including Bylaws and Articles of Incorporation for Body Evolution Technologies, Inc.

**4. Review of Related Documents**

Complete license agreement is on file in the Office of Academic Affairs.

**5. Certification of campus (or equivalent) re: Article VII, Section 8, paragraph E.8**

The campus has certified it is not aware of any potential conflicts of interest pertaining to this transaction.

**RECOMMENDATION OF THE EXECUTIVE STAFF & DRAFT RESOLUTION:**

The Executive Staff recommends that the license agreement with Body Evolution Technologies, Inc. be placed on the consent agenda of the next meeting of the LSU Board of Supervisors. The Staff further recommends approval of the following resolution:

**“NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes President John V. Lombardi, or his designee, to execute all documents necessary to perfect a license agreement with Body Evolution Technologies, Inc. granting Body Evolution Technologies, Inc. an exclusive software copyright license to use the subject technology, the license agreement to contain such terms and conditions as the President deems to be in the best interests of the University, in a form approved by the Board’s General Counsel. This approval is made contingent upon submission and approval of PM-11 and PM-67 documents.

**BE IT FURTHER RESOLVED** that the President of the LSU System is authorized by the Board to enter into any related or ancillary agreements, contemporaneously or subsequently, that the President deems to be in the best interests of the University after review by appropriate System staff.



**RECOMMENDATION TO APPROVE A PERMANENT SERVITUDE AND RIGHT OF ENTRY WITH THE ORLEANS PARISH LEVEE DISTRICT TO RELOCATE AND REBUILD THE LEVEE ACCESS ROAD AT THE UNIVERSITY OF NEW ORLEANS**

**To: Members of the Board of Supervisors**

**Date: August 27, 2009**

Pursuant to Article VII, Section 8, D.2(a) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, right of-ways, servitudes...

**1. Summary of the Matter**

The Orleans Parish Levee District intends to construct improvements to the levee system surrounding the UNO campus. During the process of constructing these improvements, the Orleans Parish Levee District plans to relocate and rebuild the access road to the levee extending from the UNO campus. This servitude is both a right of entry and access for the construction and improvements, as well as a permanent servitude granted to Orleans Parish Levee District because a portion of UNO's campus will be encompassed by the relocated access road.

**2. Review of Business Plan**

The Orleans Parish Levee District, and its assignee, the US Army Corps of Engineers, will undertake the construction of the improvements of the levee system surrounding the UNO campus at no cost to LSU or to UNO.

**3. Fiscal Impact**

None

**4. Description of Competitive Process**

Because LSU will be granting a servitude and right of entry over the UNO property to the Orleans Parish Levee District, and its assignee, the U.S. Army Corps of Engineers, and not performing any of the actual construction of the levee improvements, competitive process on the part of LSU is not necessary.

**5. Review of Legal Documents**

Attached is the proposed Permanent Servitude and Right of Entry.

**6. Parties of Interest**

Currently, the following individuals have an interest in this project:

- Stevan Spencer, Orleans Parish Levee District
- Joel Chatelain, UNO

**7. Related Transactions**

At this time, no future transactions are anticipated regarding these improvements and servitude.

## 8. Conflicts of Interest

UNO is not aware of any conflicts of interest between any UNO employee or administrator, the Orleans Parish Levee District, or the U.S. Army Corps of Engineers.

### Attachments

- Letter from Chancellor Ryan
- Certification from Chancellor Ryan
- Proposed Permanent Servitude and Right of Entry.
- Drawing depicting the relocated access road to the levee extending from the UNO campus entrance.

### Recommendation

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that John V. Lombardi, President of the LSU System, or his designee, is authorized and empowered for and on behalf of the Board of Supervisors to execute the necessary documents to grant a Permanent Servitude and Right of Entry to the Orleans Parish Levee District and its assignee, U.S. Army Corps of Engineers, to relocate and rebuild the levee access road extending from the University of New Orleans campus, as part of Orleans Levee District's continuing efforts to improve the levee system surrounding the University of New Orleans.

**BE IT FURTHER RESOLVED** that John V. Lombardi, President of the LSU System, or his designee, be and he is hereby authorized and empowered, for and on behalf of and in the name of the Board of Supervisors, to include in said Permanent Servitude and Right of Entry any and all provisions and stipulations that he deems wise and in the best interest of the Board of Supervisors, to review the drawings and survey for the levee improvements, and to take whatever action, with advice of General Counsel, that may be necessary to consummate this transaction, including but not limited to any and all regulatory approvals."



UNIVERSITY of  
NEW ORLEANS

OFFICE OF THE CHANCELLOR

RECEIVED

JUL 31 2009

PROPERTY & FACILITIES

July 28, 2009

Dr. John Lombardi, President  
Louisiana State University System  
3810 W. Lakeshore Drive  
Baton Rouge, LA 70808

Re: Right of Entry and Servitudes for Lakeshore Drive Entrance to Campus  
Army Corps of Engineers  
Levees and Flood Protection

Dear Dr. Lombardi,

I am requesting that the above referenced project be placed on the agenda for consideration by the LSU Board of Supervisors at their next regularly scheduled meeting. This matter pertains to the work required of the US Army Corps of Engineers to raise levees and other flood protection structures in order to achieve 100 year flood protection for the New Orleans area by the summer of 2011. The Executive Summary attached describes the matter to be considered. A document titled "Temporary Construction Servitude and Right of Entry" is attached as well.

A draft of a Board resolution for this project is attached for your use. Please let me know if any additional information is needed. Thank you for your assistance in this matter.

A handwritten signature in cursive script, appearing to read 'Timothy P. Ryan'.

Timothy P. Ryan, Chancellor

cc:Jim Howell  
file



UNIVERSITY of  
NEW ORLEANS

OFFICE OF THE CHANCELLOR

## CERTIFICATION OF CAMPUS

I hereby certify that the University of New Orleans, and I as Chancellor, have complied the *Right of Entry and Servitudes for Lakeshore Drive Entrance to Campus* with the duty to cooperate provision of Article VII, Section 8, subsection E. 9 of the Bylaws of the LSU Board of Supervisors.

Timothy P. Ryan  
Chancellor  
University of New Orleans

July 28, 2009

**STATE OF LOUISIANA  
PARISH OF ORLEANS**

**PERMANENT SERVITUDE AND  
RIGHT OF ENTRY**

This Permanent Servitude is made and entered into by and between:

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**, on behalf of the University of New Orleans (“UNO” or “Grantor”), herein represented by President John V. Lombardi, with a mailing address of 3810 West Lakeshore Drive, Baton Rouge, Louisiana, 70808; and

**ORLEANS PARISH LEVEE DISTRICT** (“Levee District” or “Grantee”), a political body of the State of Louisiana, herein represented by its duly authorized representative; with a mailing address of 6920 Franklin Avenue, New Orleans, Louisiana, 70122;

**WITNESSETH**

In consideration of the mutual benefits accruing to Grantor and Grantee herein, and other valuable consideration, Grantor does hereby grant unto Grantee a servitude upon the terms and conditions hereinafter set forth:

Article I. Grant of Servitude Across Grantor Property. Grantor hereby grants to Grantee a permanent servitude and right-of-way to enter upon, relocate, and rebuild the levee access road from UNO’s campus (as shown on the drawings attached to this Permanent Servitude as Exhibit “A,” and herein “Servitude Area.” The current entrance is shown in black on the attached map and the anticipated new access is shown in gray/cross-hatch on the attached map.). Grantee may assign its rights in this Permanent Servitude and Right of Entry to the U.S. Army Corps of Engineers for the relocation and construction of the access road (“Assignee”), but Grantee shall remain responsible for the indemnification obligations set forth in Article VII herein.

Article II. Warranty. This servitude is granted with warranty of title only and subject to and subordinate to all rights under any existing leases and servitudes affecting Grantor’s Property. Grantor does not warrant, nor make any representation of any nature, express or implied as to the suitability of the Servitude Area for Grantee’s purposes, which is expressly acknowledged by Grantee. Grantee waives and renounces any and all rights and claims against Grantor, its successors or assigns, for damages to persons or property arising or which may arise in connection with the condition of the Servitude Area.

Article III. Construction of Improvements by Grantee. Grantee or its Assignee shall relocate and rebuild the levee access road extending from UNO’s campus entrance. These improvements shall be at no expense to Grantor. (All installations and constructions hereunder shall sometimes be referred to herein as “Grantee’s Improvements”).

Article IV. Use of Servitude by Grantor. Grantor, for itself and its employees, lessees, representatives, agents, contractors, invitees, licensees, assigns and successors, shall at all times have the right to use the Servitude Area for any purpose whatsoever, which use may include crossing the Servitude Area on a regular basis to access Grantor's property, provided, however, that such use shall not interfere unreasonably with the use, maintenance and operation of said Servitude Area by Grantee.

Article V. Maintenance and Repairs. Upon installation of the improvements within the Servitude Area, Grantor will assume responsibility for maintenance of the new entrance of UNO's campus where it abuts the levee road. Grantee will continue to maintain the levee road from the entrance to Lakeshore Drive.

Article VI. Insurance. Upon the grant of this servitude, Grantee and its Assignee agree to maintain, or cause to be maintained, liability insurance against claims for bodily injury, loss of life, or property damage occurring in or in connection with the Servitude Area, with bodily injury, loss of life and property damage covered in a combined single limit of not less than \$2,000,000.00 for total claims per occurrence, and \$5,000,000.00 general aggregate. Such insurance shall be with insurance companies duly licensed to do business in the State of Louisiana and bearing an A. M. Best Co. rating of A+:XV as most recently published by A. M. Best Co. (or the equivalent rating by its successor if A. M. Best Co. ceases to exist). Grantor shall be named as an additional insured on its liability insurance policies and, upon written request therefor, Grantee shall provide to Grantor insurance certificates demonstrating in compliance with this section and providing that such liability insurance policy shall not be canceled and modified without not less than thirty (30) days prior notice to Grantor.

Article VII. Indemnification. In the construction of Grantee's Improvements and other constructions and in its use within the Servitude Area, Grantee and its Assignee shall observe prudent safety practices and assumes responsibility for the safe condition of the Servitude Area and Grantee's Improvements operations and installations upon the Servitude Area. Grantee, its Assignee, and Grantee's agents, employees, contractors, transferees, and assigns agree to protect, indemnify, and hold Grantor harmless from any loss or damage of any kind sustained by Grantor, including damage to the Servitude Area arising out of or in any way connected with any activities of Grantee or any employee, agent, assign, contractor or any subcontractor of Grantee, except to the extent of any such claim arising from Grantor's negligent act, omission or fault or that of Grantor's members, officers, or employees. Grantee agrees to defend Grantor, at Grantee's expense, in any claim or action for damage or loss brought against Grantor or its assigns by third persons as a result of Grantee's or its assigns use of the Servitude Area or construction, maintenance, inspection and operation of the Servitude Area or Grantee's Improvements hereunder, and to reimburse Grantor for any reasonable expense of any kind which might be incurred by Grantor in connection with the investigation or defense of any suit, including reasonable attorney's fees, which Grantor may become obligated to pay.

Article VIII. Notices. All notices required under this agreement shall be in writing and shall be sent by certified United States Mail, return receipt requested, and shall be addressed as follows or in such a manner as the parties shall from time to time make notification of to each other.

Grantor: Board of Supervisors of Louisiana State University  
and Agricultural and Mechanical College  
3810 West Lakeshore Drive  
Baton Rouge, Louisiana 70808

With a Copy to: University of New Orleans  
ATTN: Vice Chancellor for Campus Services  
2000 Lakeshore Drive  
New Orleans, Louisiana 70148

Grantee: Orleans Parish Levee District  
6920 Franklin Avenue  
New Orleans, Louisiana 70122

Article IX. Term of Servitude. This servitude in favor of Grantee shall continue until the relocation and construction to the levee access road extending from the entrance to the UNO campus are completed and final acceptance of the work is provided to Grantee by the contractor constructing the improvements, with a copy of the final acceptance of work provided to Grantor from Grantee. Thereafter, a permanent servitude will remain in existence as long as the Grantee's Improvements remain in existence and operable and have not been abandoned by Grantee. It is distinctly understood and agreed that this grant of servitude and right-of-way does not constitute a conveyance of any part of the Servitude Area nor of the minerals therein and thereunder, but grants only the servitude of access to the Servitude Area for the relocation and construction of Grantee's Improvements thereon.

Article X. Entire Agreement. This agreement represents the entire understanding of the parties hereto and shall not be modified except in writing by both parties, and no agreement or representation, verbal or otherwise, made by Grantor or Grantee shall be binding on either party unless incorporated in this agreement.

IN WITNESS WHEREOF, the parties hereto have signed as of the day, month and year first above written, in the presence of the undersigned competent witnesses.

WITNESSES:

**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL  
COLLEGE, ON BEHALF OF THE  
UNIVERSITY OF NEW ORLEANS**

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_

Name: John V. Lombardi

\_\_\_\_\_  
Print Name:

Title: President, Louisiana State University  
System

Date: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

**ORLEANS PARISH LEVEE DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**RECOMMENDATION TO NAME THE EQUINE LAMENESS UNIT AT  
THE LOUISIANA STATE UNIVERSITY SCHOOL OF VETERINARY MEDICINE  
THE "PFEIFFER-BURT EQUINE LAMENESS  
AND PERFORMANCE EVALUATION UNIT".**

**To: Members of the Board of Supervisors**

**Date: August 27, 2009**

Pursuant to Article VII, Section 8, D.5(c) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.5(c) – Such other matters that are not expressly delegated herein or hereafter by the Board ...

**1. Summary of the Matter**

Louisiana State University is recommending the School of Veterinary Medicine Equine Lameness Unit be named the Pfeiffer-Burt Equine Lameness and Performance Evaluation Unit. The naming was made in recognition of Jean Pfeiffer-Burt for her generous gift of \$600,000. Jean Pfeiffer-Burt, born July 12, 1918 in Bronxville, NY, died on Hilton Head Island February 12, 2009. Jean married William R. Burt in 1939 and raised two children, Cynthia Jean and William R. Jr., in Bronxville, NY.

In 1965, Jean and Bill moved to Hailey Idaho and purchased Deer Creek Ranch and transitioned it into a productive Angus cattle ranch. During her time on the ranch, Jean deepened her compassion for animals.

In 1969, Jean and Bill moved to Maui, Hawaii and lived there for the next 20 years. Jean became involved with the polo team of Maui, and financed the purchase of a polo pony for their star player. She also made close friends with the dressage circuit on the island and was a regular spectator at dressage events.

Jean was a strong advocate of animal welfare and made major philanthropic contributions to the Equine Health Studies Program at LSU, Cornell University, the Morris Animal Foundation and the Animal Shelter of Wood River Valley, Idaho.

Her granddaughter, Lauren A. Beebe, DVM, is a 2003 graduate and current faculty member of the LSU School of Veterinary Medicine. Lauren helped to make the connection between Jean and LSU's Dr. Rustin Moore who provided them with a tangible plan for improving the facilities of the Equine Health Studies Program. Lauren credits her grandmother for introducing her to horses, encouraging her activities with equestrian sports and later encouraging her to become a veterinarian.

**2. Review of Business Plan**

Not applicable.

**3. Fiscal Impact**

None.

**4. Description of Competitive Process**

Not applicable.

**5. Review of Legal Documents**

Not applicable.

**6. Parties of Interest**

None.

**7. Related Transactions**

None.

**8. Conflicts of Interest**

None.

**Attachments**

- Memorandum from Chancellor Martin
- Letter from Paul E. Hoffman, Chairman of Naming University Facilities Committee
- Letter from Peter F. Haynes, Dean, School of Veterinary Medicine.
- Memorandum of Agreement dated December 2, 2003

**Recommendation**

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the naming of the School of Veterinary Medicine Lameness Center the "Pfeiffer-Burt Equine Lameness and Performance Evaluation Unit"."



RECEIVED

JUN 29 2009

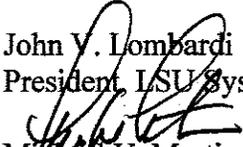
**MEMORANDUM**

*Office of the Chancellor*

PROPERTY & FACILITIES

To: John V. Lombardi  
President, LSU System

Date: June 22, 2009

From:   
Michael V. Martin  
Chancellor

Re: Jean Pfieffer-Burt Equine Lameness and Performance Evaluation Unit

The Committee on Naming University Facilities has recommended that the School of Veterinary Medicine Equine Lameness Unit be named the Jean Pfieffer-Burt Equine Lameness and Performance Evaluation Unit. It will be named in honor of her generous gift of \$600,000 to the school. I enthusiastically concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the August 2009 meeting agenda.

Attachments

cc: Dean Peter Haynes  
Vice Provost Wilson

May 26, 2009

**TO:** Chancellor Michael V. Martin

**FROM:** Naming University Facilities Committee

**RE:** Naming Proposal 2009-04, "Pfeiffer-Burt Equine Lameness and Performance Evaluation Unit," School of Veterinary Medicine.

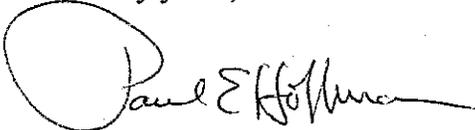
Dear Chancellor:

Attached please find memos from Dean Peter F. Haynes of the School of Veterinary Medicine dated March 3 and May 12, 2009 regarding this proposal. Also attached is a copy of the memorandum of agreement Ms. Burt and Cecil R. Phillips, President of the LSU Foundation, signed on December 2, 2003.

As you will observe, this is an unusual proposal in that Ms. Burt's connection with LSU is via a granddaughter, Dr. Lauren A. Beebe, a 2003 graduate of the School and currently a faculty member, and via her gift for the facility in question. This is also unusual in that Mr. Phillips explicitly promised that the facility "shall be named the 'Pfeiffer-Burt Equine Lameness and Performance Evaluation Unit.'" Such a promise seems irregular under PS-70. Fortunately, Dean Haynes has made a case that Ms. Burt was a person of "outstanding character and distinction" whose name will honor LSU.

The Committee has reviewed the proposal and recommends it to you for forwarding to the Board of Supervisors for its consideration, should you agree.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Paul E. Hoffman". The signature is written in black ink on a white background.

Paul E. Hoffman, Chair  
Naming University Facilities Committee  
Paul W. and Nancy W. Murrill Distinguished Professor  
And Professor of History

CC: Bunnie R. Cannon  
Chuck Wilson



**School of Veterinary Medicine**  
*Office of the Dean*

March 3, 2009

Chancellor Michael V. Martin  
Chancellors Office  
126 Thomas Boyd Hall  
Louisiana State University  
Baton Rouge, LA 70803

Dear Chancellor Martin:

On behalf of the School of Veterinary Medicine (SVM), I am writing to formally request a naming opportunity for a facility located at the SVM.

In 2003 an agreement was entered into between a private donor, Ms. Jean Pfeiffer-Burt and the LSU Foundation which designated funds to pass from the Jean Pfeiffer-Burt Trust to the SVM upon Ms. Burt's passing. Included in that agreement was the opportunity to name the SVM Equine Lameness Unit in Ms. Burt's honor. A copy of that agreement is attached.

Recently we were saddened to learn of Ms. Burt's passing. In keeping with our original agreement we would like to pursue the naming of the Equine Lameness Unit in her honor. In recognition of her generosity and the \$600,000 charitable gift that Ms. Burt has provided through her Trust, we would like to name the facility "The Pfeiffer-Burt Equine Lameness and Performance Evaluation Unit".

Please let us know the status of this request at your earliest convenience. Should you have any questions or require additional information, please feel free to contact me directly. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter F. Haynes", written over a horizontal line.

Peter F. Haynes  
Dean

Chancellor Michael V. Martin  
Chancellors Office  
126 Thomas Boyd Hall  
Louisiana State University  
Baton Rouge, LA 70803

May 12, 2009

Dear Chancellor Martin,

The LSU School of Veterinary Medicine recently requested naming the Equine Lameness and Performance Evaluation Unit in recognition of Ms. Jean Pfeiffer Burt in recognition of her generous gift of \$600,000. Per Dr. Paul Hoffman's request to supply a biographical statement about the honoree and her connection to LSU; below is the requested statement.

Jean Pfeiffer Burt, born July 12 1918 in Bronxville, NY, died on Hilton Head Island Feb 12, 2009. Jean Married William R. Burt in 1939 and raised two children, Cynthia Jean, and William R. Jr., in Bronxville, NY.

In 1965, Jean and Bill moved to Hailey, Idaho and purchased Deer Creek Ranch and transitioned it into a productive Angus cattle ranch. During her time on the ranch, Jean deepened her compassion for animals.

In 1969 Jean and Bill moved to Maui, Hawaii and lived there for the next 20 years. Jean became involved with the polo team of Maui, and financed the purchase of a polo pony for their star player. She also made close friends within the dressage circuit on the Island and was a regular spectator at dressage events.

Jean was a strong advocate of animal welfare and made major philanthropic contributions to the Animal Shelter of Wood River Valley Idaho, the Morris Animal Foundation, Cornell University and the Equine Health Studies Program at LSU.

Her granddaughter, Lauren A. Beebe, is a 2003 graduate and current faculty member of LSU School of Veterinary Medicine. Lauren helped to make the connection between Jean and LSU's Dr. Rustin Moore who provided them with a tangible plan for improving the facilities of the Equine Health Studies Program. Lauren credits her grandmother for introducing her to horses, encouraging her activities with equestrian sports and later encouraging her to become a veterinarian.

Thank you and please let me know if you will require any further information.

Sincerely,

Peter F. Haynes, DVM  
Dean – School of Veterinary Medicine

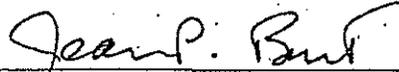
MEMORANDUM OF AGREEMENT

This Agreement is entered into on this 2<sup>nd</sup> day of December, 2003, between Jean P. Burt, individually and as the Trustee of the Jean P. Burt Trust dated February 2, 1983, and the LSU Foundation to set forth the purpose and uses for the funds the LSU Foundation is to receive from the Jean P. Burt Trust date February 2, 1983 after the death of the Jean P. Burt.

After the death of Jean P. Burt, the Lameness Center at the LSU School of Veterinary Medicine shall be named the "Pfeiffer-Burt Equine Lameness and Performance Evaluation Unit."

The funds which the LSU Foundation will receive after the death of Jean P. Burt from the Jean P. Burt Trust dated February 2, 1983 will be used to establish the Jean P. Burt Fund. This fund will be a non-endowed account at the LSU Foundation which will be used at the sole discretion of the director of the Equine Health Studies Program and approved by the Dean of the School of Veterinary Medicine to support and benefit the programs and activities of the Equine Health Studies Program including scholarships for the School of Veterinary Medicine students and faculty support. R

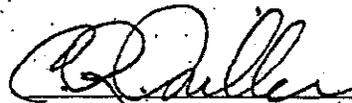
This agreement may be amended upon the approval of both Jean P. Burt and the LSU Foundation at any time prior to the death of Jean P. Burt.



Jean P. Burt, Individually and as the Trustee of the Jean P. Burt Trust dated February 2, 1983

LSU Foundation

By:

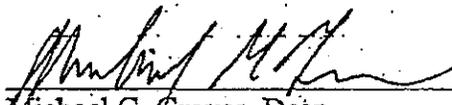


Cecil R. Phillips, President and CEO

WITNESSED AND APPROVED:

Louisiana State University and Agricultural and Mechanical College

By:



Michael G. Groves, Dean  
School of Veterinary Medicine





**RECOMMENDATION TO NAME THE FRENCH STUDIES CLASSROOM 424  
IN HODGES HALL ON THE LOUISIANA STATE UNIVERSITY CAMPUS  
THE "SEOLA A. AND RICHARD V. EDWARDS, JR.  
FRENCH STUDIES CLASSROOM".**

**To: Members of the Board of Supervisors**

**Date: August 27, 2009**

Pursuant to Article VII, Section 8, D.5(c) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.5(c) – Such other matters that are not expressly delegated herein or hereafter by the Board ...

**1. Summary of the Matter**

Louisiana State University is recommending the naming of the French Studies Classroom 424 in Hodges Hall the "Seola A. and Richard V. Edwards, Jr. French Studies Classroom" in recognition of their gift of \$180,000 to College of Arts and Sciences Department of French Studies.

Richard Edwards is a Baton Rouge native and graduated from LSU with a degree in Electrical Engineering in 1952. Mrs. Edwards is a native of Arnaudville and her family is directly descended from the town founders. Although Mrs. Edwards did not graduate from LSU, (she earned her B.A. in French from Sam Houston State University as a non-traditional student) she has a deep affection for the campus and a passion from many programs at the University. Mr. and Mrs. Edwards greatest contributions to LSU thus far have been reflective of their intense interest in French. They have endowed three professorships in French Studies: the Jacques Arnaud professorship, the Albert and Angelle Arnaud Professorship and the Ubaye Valley Professorship with gifts totaling more than \$180,000. In addition to these gifts, the Edwards have worked extensively through the Friends of French Studies at LSU and through their connections to civic leaders in Arnaudville and Jausiers, France, to support outreach efforts that have impacted LSU in a positive way. One such effort is a program whereby up to 20 LSU students spend one month each June in the Ubaye Valley in southeastern France. This program is now in the 10<sup>th</sup> year and more than 100 LSU students have participated in the program to date. Without the support and leadership provided by the Edwards, the students would not have been able to enjoy this experience.

In addition to their work on the Ubaye Valley Project, Mr. and Mrs. Edwards have worked through the French Studies department to organize several cultural and scholarly activities to promote awareness of French culture and language here in the community. Their most significant effort was in 2006 when they played a leadership role in hosting a colloquium at LSU. The event brought together members of the academic community from several universities across Louisiana, officials from state government, citizens of the Ubaye Valley and officials of the French government. This colloquium would not have occurred without the financial support the Edwards provided to defray costs.

Richard and Seola Edwards have invested their time, talents and treasure in LSU. They have worked for and actively contributed to the success of the University, the College of Arts & Sciences and the Department of French Studies. Their total giving to LSU across all areas currently exceeds \$250,000. Acknowledging this fact and in recognition of their leadership and generosity, Dean Guillermo Ferreyra of the College of Arts & Sciences requests that room 424 in Hodges Hall be designated the "Seola A. and Richard V. Edwards, Jr. Classroom".

**2. Review of Business Plan**

Not applicable.

**3. Fiscal Impact**

None.

**4. Description of Competitive Process**

Not applicable.

**5. Review of Legal Documents**

Not applicable.

**6. Parties of Interest**

None.

**7. Related Transactions**

None.

**8. Conflicts of Interest**

None.

**Attachments**

- **Memorandum from Chancellor Martin**
- **Letter from Paul E. Hoffman, Chair of Naming University Facilities Committee**
- **Memorandum from Guillermo S. Ferreyra, Dean, College of Arts**

**Recommendation**

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the naming of the French Studies Classroom 424 in Hodges Hall the "Seola A. and Richard V. Edwards, Jr. French Studies Classroom" in recognition of their leadership and generosity to the College of Arts and Sciences Department of French Studies."



**RECEIVED**

JUN 29 2009

PROPERTY & FACILITIES

Date: June 25, 2009

**MEMORANDUM**

*Office of the Chancellor*

To: John V. Lombardi  
President, LSU System

From: Michael V. Martin  
Chancellor

Re: Seola A. and Richard V. Edwards, Jr. French Studies Classroom

The Committee on Naming University Facilities has recommended to name the French Studies Classroom at 424 Hodges Hall the Seola A. and Richard V. Edwards, Jr. French Studies Classroom in recognition of their gift of \$180,000 to College of Arts and Sciences Department of French Studies. I enthusiastically concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the August 2009 meeting agenda.

**Attachments**

cc: Dean Gaines Foster  
Vice Provost Wilson

Department of History  
June 23, 2009

**TO:** Chancellor Michael V. Martin  
Campus  
**FROM:** Naming University Facilities Committee

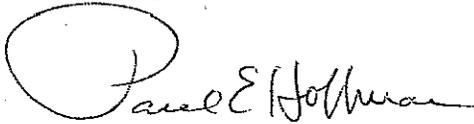
**RE:** Proposal 2009.05, Seola A. and Richard V. Edwards, Jr. Classroom

Dear Chancellor:

Attached please find a proposal from the College of Arts and Sciences to name Hodges Hall 424 the Seola Arnaud and Richard V. Edwards, Jr. Classroom.

Your Naming University Facilities Committee has reviewed this proposal and recommends it to you for your approval and forwarding to the Board of Supervisors for their disposition.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Paul E. Hoffman". The signature is enclosed in a large, hand-drawn oval.

Paul E. Hoffman, Chair  
Naming University Facilities Committee  
Paul W. and Nancy W. Murrill Distinguished Professor  
And Professor of History

CC: Bunnie R. Cannon ✓  
Guillermo S. Ferreyra

**Date:** June 15, 2009

**To:** Dr. Michael V. Martin, Chancellor

**From:** Guillermo Ferreyra, Dean  
College of Arts & Sciences

**CC:** Chuck Wilson, Vice Provost, Executive Vice Chancellor  
Bunnie Cannon, Assistant Vice Chancellor, Institutional Advancement

**Re:** Request to Name Department of French Studies Classroom

The College of Arts & Sciences requests that Louisiana State University name room 424 in Hodges Hall in honor of Seola A. and Richard V. Edwards, Jr.

Richard and Seola Edwards have a long and distinguished history of involvement and investment in Louisiana State University. Mr. Edwards is a Baton Rouge native who grew up in the shadow of the campus and graduated from LSU with a degree in Electrical Engineering in 1952. He embarked on a career with Exxon which lasted for more than three decades and took him around the world working in data processing systems for the company. At the time of his retirement, Mr. Edwards was a senior vice president. Mrs. Edwards is a native of Arnaudville, and her family is directly descended from the town founders. The Edwards were married while he was completing his studies, and they lived in Baton Rouge for several years before beginning their international work. Although Mrs. Edwards did not graduate from LSU (she earned her B.A. in French at Sam Houston State University as a non-traditional student), she has a deep affection for the campus and a passion for many programs at the university.

Mr. and Mrs. Edwards greatest contributions to LSU thus far have been reflective of their intense interest in French. To date, Dick and CeCe have endowed three professorships in French Studies (the Jacques Arnaud Professorship honoring her ancestor and the founder of Arnaudville; the Albert and Angelle Arnaud Professorship honoring her parents, and the Ubaye Valley Professorship honoring the town leaders in Barcelonnette, France, who support the LSU program there) with gifts totaling more than \$180,000. In addition to these gifts, the Edwards have worked extensively through the Friends of French Studies at LSU and through their connections to civic leaders in Arnaudville and Jausiers, France, to support several outreach efforts that have impacted LSU in a positive way. One program which has provided tremendous opportunity for LSU students is the Ubaye Valley Project. This

program allows up to 20 LSU students to spend one month each June in the Ubaye Valley in southeastern France. This Alpine valley is the ancestral home of the Arnaud brothers. The students participate in an immersion experience where they are able to broaden their language skills, experience first-hand the living culture of another nation, and return with a better understanding of the history of Louisiana and its ties to France. The program is now in its tenth year, and Dick and CeCe have supported it with gifts for scholarships for students to attend the program, other financial support for faculty and graduate student staff who participate in the program, and continued outreach to civic leaders in the region in the towns of Jausiers and Barcelonnette. Their efforts to build strong relationships and maintain them as volunteer ambassadors for LSU have been critical in allowing the program to flourish. More than 100 LSU students have participated in the program to date. These men and women would not have been able to enjoy this experience without the financial support and leadership which the Edwards have provided.

In addition to their work on the Ubaye Valley Project, Dick and CeCe have worked through the French Studies department to organize several cultural and scholarly activities to promote awareness of French culture and language here in the community. Their most ambitious and academically significant effort was in 2006 when they played a leadership role in hosting a colloquium here at LSU bringing together members of the academic community from several universities across Louisiana, officials from the state government, citizens of the Ubaye Valley who had traveled to the United States to explore and celebrate their connections to Louisiana, and officials of the French government. The colloquium included several lectures and was a major academic event which enhanced the prestige of the department. It would not have occurred without the financial support the Edwards provided to help defray costs as well as their leadership in hosting and organizing events for the international visitors.

Richard and Seola Edwards have invested their time, talents, and treasure in LSU. They have worked for and actively contributed to the success of the university, the College of Arts & Sciences, and the Department of French Studies. Their total giving to LSU across all areas currently exceeds \$250,000. They have satisfied the criteria outlined in paragraph 3.2 of PS70. Acknowledging this fact and in recognition of their leadership and generosity, we request that room 424 in Hodges Hall be designated the Seola Arnaud and Richard V. Edwards, Jr. Classroom.



**RECOMMENDATION TO NAME THE NEW HIGH SCHOOL WING OF  
UNIVERSITY LABORATORY SCHOOL  
ON THE LOUISIANA STATE UNIVERSITY CAMPUS  
THE "W. L. ALBRITTON HALL".**

**To: Members of the Board of Supervisors**

**Date: August 27, 2009**

Pursuant to Article VII, Section 8, D.5(c) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.5(c) – Such other matters that are not expressly delegated herein or hereafter by the Board ...

**1. Summary of the Matter**

Louisiana State University is recommending the new high school wing of University Laboratory School be named "W.L. Albritton Hall".

W.L. Albritton was a native and resident of Baton Rouge who died at age 86 in 1994. A Navy Lt. Commander in World War II, he was a 1930 graduate of LSU Law School. Mr. Albritton came from a long line of LSU graduates dating back to LSU's founding in 1860. His father, Alvin, was recognized as one of the University's youngest graduates with a double major. W.L. Albritton spent his entire life in Baton Rouge and it centered around LSU. He worked closely with the LSU Forestry, Wildlife, and Fisheries and the LSU Department of Agriculture and frequently attended LSU Live Stock Shows purchasing quarter horses at auction. A member of Sigma Nu Fraternity, Mr. Albritton enjoyed attending LSU Football games and working with LSU interns including former Congressman Richard Baker. He sent his children to University High School where his daughter Carol Albritton Biedenham graduated in 1974 after eight years at the school. Mrs. Biedenham and her father were extremely close. In his honor, Carol Albritton Biedenham gave the largest gift ever received by the University Laboratory School.

W.L. Albritton invested his time, talents and treasure in LSU through his support of its many departments and through helping student interns. Carol Albritton Biedenham's extremely generous gift acknowledges this fact and in recognition of the Albritton family's leadership and generosity, Superintendent Wade Smith of the University Laboratory School requests that the new high school wing be designated "W.L. Albritton Hall".

**2. Review of Business Plan**

Not applicable.

**3. Fiscal Impact**

None.

**4. Description of Competitive Process**

Not applicable.

**5. Review of Legal Documents**

Not applicable.

**6. Parties of Interest**

None.

**7. Related Transactions**

None.

**8. Conflicts of Interest**

None.

**Attachments**

- **Memorandum from Chancellor Martin**
- **Letter from Paul E. Hoffman, Chair of Naming University Facilities Committee**
- **Memorandum from Wade Smith, Superintendent, University Laboratory School**

**Recommendation**

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**“NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the naming of the new high school wing at University Laboratory School the “W.L. Albritton Hall” in recognition of the family’s leadership and generosity.”



OFFICE OF THE  
PRESIDENT

AUG 04 2009

RECEIVED

AUG 04 2009

**MEMORANDUM**  
*Office of the Chancellor*

LSU SYSTEM

PROPERTY & FACILITIES

To: John V. Lombardi  
President, LSU System  
*[Signature]*  
From: Michael V. Martin  
Chancellor

Date: July 15, 2009

Re: W. L. Albritton Hall – University High School

The Committee on Naming University Facilities has recommended that the new wing of University High School be named in honor of W.L. Albritton. It is recommended that it be named W.L. Albritton Hall. Mr. Albritton's daughter Carol Biedenharn generously gave \$2 Million to University High for their renovation campaign. Incidentally, this has been the largest gift to University High in history. I enthusiastically concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the August 2009 meeting agenda.

Attachments

cc: Vice Provost Wilson  
Wade Smith  
Mila Sexton  
Wayne Miller

Department of History  
July 7, 2009

**TO:** Chancellor Michael V. Martin

**FROM:** Naming University Facilities Committee

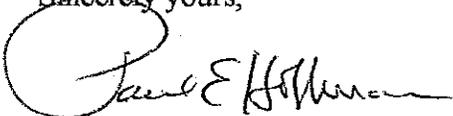
**RE:** Proposal 2009.06, W.L. Albritton Hall (University High School)

Dear Chancellor Martin:

Attached please find a proposal from Mr. Wade Smith, Superintendent of the University Laboratory School and an Addendum with details of the life of W. L. Albritton and his connections to LSU.

Your Naming University Facilities Committee has reviewed the proposal and information on Mr. Albritton and recommends this naming to you for your consideration and, should you approve it, recommendation to the Board of Supervisors for its approval.

Sincerely yours,



Paul E. Hoffman, Chair  
Naming University Facilities Committee  
Paul W. and Nancy W. Murrill Distinguished Professor  
And Professor of History

CC: Chuck Wilson  
Bunnie R. Cannon ✓



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**CAMPUS CORRESPONDENCE**

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Date: April 20, 2009

To: Mike Martin, Chancellor  
Louisiana State University

Thru: M. Jayne Fleener, Dean *MJF*  
College of Education

From: Wade Smith, Superintendent *WS*  
University Laboratory School

Subject: NAMING THE UNIVERSITY HIGH SCHOOL WING

---

Carol Albritton Biedenharn, U-High alumnus, made a gift of \$2,000,000 to the LSU University Laboratory School. As of December, 2008, the pledge has been paid in full. This donation represents the single largest gift to U-High and benefits the Future of Effective Education Capital Campaign at the University Laboratory School in the College of Education.

As you are aware there have been significant renovations and new construction thanks to the many gifts to the Capital Campaign. We are pleased to inform you that we have exceeded our \$5,000,000 goal having raised \$6,277,000 in gifts and pledges.

The University Laboratory School, founded in 1915, moved to its current campus in 1953, with additions in the 1960's, 1970's and now in the 2000's. Complete renovation of the 1953 structure housing the high school academic curricula included reconfiguration of classroom space by department and class size to maximize efficiency of space utilization and team offices for efficiency and collaboration. First floor classrooms are devoted to Sciences and Mathematics, the second floor to Social Studies, Languages, and Computer Technology. All classrooms have been wired for technology, and all heating, ventilation, air conditioning, electrical and plumbing systems replaced. The hallway ceilings were restored to the school's original height. The high school wing is an example of the quality and efficiencies to which the remaining projects aspire and is a model of educational facilities.

As noted, Carol Albritton Biedenbarn's gift represents the largest donation made to the University Laboratory School. In honor of her gift and her deceased father, I am requesting that the University High School be named:

**W. L. ALBRITTON HALL**

It is my understanding that this naming request will require your approval followed by approval from the LSU Board of Supervisors. I would greatly appreciate your support in this endeavor. Please contact me if you require further clarification, or if I can be of assistance throughout this process.

cc: Bunnie Cannon  
Mila Sexton



## **Addendum to University Lab School Albritton Naming Request**

Carol Albritton Biedenharn's generous donation of \$2 Million was the largest gift ever received at University Lab School. It was the cornerstone gift for the Capital Campaign which has raised over \$6 Million for renovations and new construction. Carol has requested that the University Laboratory School name the High School wing after her father Mr. William Louis Albritton. The wing is requested to be called W.L. Albritton Hall.

W.L. Albritton was a native and resident of Baton Rouge. He died on September 2, 1994 at the age of 86. He was a Navy Lt. Commander during World War II and a 1930 graduate of the LSU Law School. He was a member of the Baton Rouge Area Foundation, Baton Rouge Country Club, Baton Rouge City Club, Baton Rouge Assembly, the Baton Rouge Bar Association and the Louisiana Bar Association.

W.L. Albritton was from a long line of Baton Rouge natives. The Albritton family has had numerous graduates of LSU dating back to LSU's founding in 1860. Daughter Carol recalls, "My father was extremely proud of his father, Alvin, who was recognized as one of the University's youngest graduates with a double major". Alvin Albritton was also a native and resident of Baton Rouge and was an 1899 graduate of LSU's Civil Engineering program and was a member of the first graduating class at the LSU Law School in 1908.

W. L. Albritton spent all of his life in Baton Rouge, and the majority of his life was centered around LSU. As a child, Carol and her father attended LSU Live Stock Shows at the John M. Parker Coliseum where Albritton purchased Quarter Horses at auction. He worked closely with the LSU Forestry, Wildlife, and Fisheries and the LSU Department of Agriculture. Albritton was also an active member and sponsor of Ducks Unlimited.

A member of Sigma Nu Fraternity, Mr. Albritton enjoyed attending the LSU Football games. He particularly enjoyed his work with LSU interns, having touched so many students' lives, including U-High grad and LSU grad, former Congressman Richard Baker, "I had the extreme good fortune to meet Mr. William Louis Albritton as a student at LSU, while trying to figure out how to pay my college tuition. Once establishing I was an "LSU man" I was given the opportunity not just to work for, but to learn from Mr. Albritton. Over the two years I worked with him, I not only paid my tuition on time, I learned more about business ethics and good business judgement than from almost any other person, except my Dad. He was, and remains, a first class "LSU man"."

He sent his children to University High school. His daughter Carol spent eight years at U-High and graduated in 1974. Carol and her father were extremely close.

Carol's generous gift of \$2million to the school came when she saw the opportunity to have the Albritton name on the building. Carol said "when I saw the opportunity to have the Albritton name on the high school building...considering the history of my grandfather and father and their love of LSU, it only seemed appropriate."

Carol not only wanted to say thank you to all of those people at U-High who made a difference in her life but ultimately to her father who made a huge contribution to Baton Rouge Society and the Baton Rouge and Louisiana Legal Societies.

"No matter how long you are away, Baton Rouge is always home, and I am always drawn to U-High." Carol Biedenham

I. HEALTH CARE AND MEDICAL EDUCATION COMMITTEE

**Dr. Jack A. Andonie, Chair**  
**Dr. John F. George, Co-Chair**  
**Mr. James W. Moore, Jr., Vice Chair**  
Mr. Ronald R. Anderson  
Mr. R. Blake Chatelain  
Mr. Anthony G. "Tony" Falterman  
Mr. Francis M. "Hank" Gowen, Jr.  
Mr. Stanley J. Jacobs  
Mr. Alvin E. Kimble  
Mrs. Laura A. Leach  
Mr. Ben W. Mount  
Mrs. Dorothy "Dottie" Reese  
Mr. James P. Roy  
Mr. Jerry E. Shea, Jr.  
Mr. Scott L. Sternberg  
Mr. Roderick K. "Rod" West

AGENDA

1. Status report on activities at the LSU Health Sciences Centers and the Health Care Services Division

II. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND  
DISTINCTION COMMITTEE

**Mrs. Dorothy "Dottie" Reese, Chair**

**Dr. Jack A. Andonie, Vice Chair**

Mr. Francis M. "Hank" Gowen, Jr.

Mr. Stanley J. Jacobs

Mrs. Laura A. Leach

Mr. Scott L. Sternberg

Mr. Roderick K. "Rod" West

AGENDA

1. Update on the Projected Fall 2009 Campus Enrollment (Additional materials to be mailed under separate cover)
2. Report on Campus Performance Measurements
3. Request Approval of the Scholarship and Financial Aid Awarding Proposal at the University of New Orleans



**BOARD OF SUPERVISORS**  
Louisiana State University  
and Agricultural & Mechanical College

3810 West Lakeshore Drive  
Baton Rouge, Louisiana 70808

225/578-2154  
225/578-5524 fax

August 24, 2009

MEMORANDUM TO:                   Members of the LSU Board of Supervisors

REFERENCE:                        Update on Projected Fall 2009 Campus Enrollments

Attached are additional materials concerning Item #1 on the agenda for the Academic and Student Affairs, Achievement and Distinction Committee: Update on Projected Fall 2009 Campus Enrollments.

A handwritten signature in black ink, appearing to read "James P. Roy". The signature is fluid and cursive, with a long horizontal stroke at the end.

James P. Roy  
Chairman



**Academic and Student Affairs Agenda Item #1**

**UPDATE ON THE PROJECTED FALL 2009  
CAMPUS ENROLLMENT**

**To: Members of the Board of Supervisors**

**Date: August 27, 2009**

**From: Michael Gargano**

The following charts represent campus preliminary fall 2009 enrollment projections. The charts will help to inform the Board of Supervisors on the number of freshmen, transfer and graduate applications as well as the quality of the admission applications based on the students ACT score range.

Campuses will provide 14<sup>th</sup> day fall 2009 enrollment to the Board of Supervisors at the October meeting.

**PRELIMINARY FALL 2009 ENROLLMENT REPORT**

**University of New Orleans:**

<b>University of New Orleans</b>							
<b>Composite ACT Score Range</b>	01-12	13-15	16-19	20-23	24-27	28-32	33-36
<b>Undergraduate</b>							
First time freshmen BoR Defined							
# of applications	10	102	630	1,097	597	197	11
# of admits	0	2	284	891	512	177	10
# enrolled		0	80	325	186	74	5
<b>Undergraduate first time freshmen Nonresident</b>							
Number of first time freshmen nonresident applications	1	17	59	82	73	37	1
Number of first time freshmen nonresidents admitted	0	0	18	55	56	30	0
Number of first time freshmen nonresidents enrolled	0	0	3	13	5	8	0

<b>University of New Orleans</b>		
<b>Undergraduate</b>		<b>Projected</b>
Transfers BoR Defined	14 <sup>th</sup> Day Fall 2008-09	14 <sup>th</sup> Day Fall 2009-2010
# of applications	2,184	2,350
# of admits	1,106	1,350
# enrolled	731	775
Transfers enrolled from LA community colleges	239	250
Transfers enrolled from LA 4-year universities.	461	480
<b>Re-Admits</b>		
# of applications	800	750
# of admits	701	650
# enrolled	577	500

<b>University of New Orleans</b>		<b>Projected</b>
<b>Graduate</b>	14 <sup>th</sup> Day Fall 2008-09	14 <sup>th</sup> Day Fall 2009-2010
# of Masters applications	2,195	2,295
# admits	1,336	1,245
# Enrolled	822	865
# of Doctoral applications	246	260
# admits	93	90
# enrolled	63	70

**LSU Alexandria:**

<b>LSU Alexandria</b>								
<b>Composite ACT Range</b>	01-12	13-15	16-19	20-23	24-27	28-32	33-36	Total
First time freshmen BoR Defined								
# of applications	2	45	173	194	64	10	0	488
# of students admitted	0	8	116	179	62	10	0	375
# of students enrolled	0	7	96	149	48	8	0	308

<b>LSU Alexandria</b>		<b>Projected</b>
Transfers BoR Defined	14 <sup>th</sup> Day Fall 2008-09	14 <sup>th</sup> Day Fall 2009-10
# of applications	374	367
# admits	272	276
# enrolled	197	214
Transfers enrolled from LA community colleges		
Transfers enrolled from LA 4-year universities		
Re-Admits		
# of applications	336	307
# of admits	316	292
# enrolled	208	205

**LSU Shreveport:**

<b>LSU Shreveport</b>							
	01-12	13-15	16-19	20-23	24-27	28-32	33-36
<b>Composite ACT Score Range</b>							
<b>First time freshmen BoR Defined</b>							
# of applications	2	23	141	267	128	39	3
# of students admitted	1	3	92	252	125	39	3
# enrolled		3	61	183	82	30	1
Total							

<b>LSU Shreveport</b>		<b>Projected</b>
<b>Undergraduate</b>		
Transfers BoR Defined	14 <sup>th</sup> Day Fall 2008-09	14 <sup>th</sup> Day Fall 2009-2010
# of applications	761	808
# of admits	627	644
# enrolled	434	427
Transfers enrolled from LA community colleges	168	
Transfers enrolled from LA 4-year universities	146	
Re-Admits		
# of applications	500	407
# of admits	401	367
# enrolled	276	231

<b>LSU Shreveport</b>		<b>Projected</b>
<b>Graduate</b>	14 <sup>th</sup> Day Fall 2008-09	14 <sup>th</sup> Day Fall 2009-2010
# of Masters applications	228	407
# of admits	225	367
# enrolled	135	231

**LSU Eunice:**

<b>LSU Eunice</b>								
<b>Composite ACT Score Range</b>	01-12	13-15	16-19	20-23	24-27	28-32	33-36	Not Reporting
# of first time freshmen applications	10	139	364	234	72	8	0	345
# of students enrolled	6	97	272	183	52	6	0	115

**Paul M. Hebert Law Center:**

<b>Paul M. Hebert Law Center</b>							
<b>LSAT Score Range</b>	Less than 140	140 to 150	151 to 155	156 to 160	161 to 165	166-170	171 to 180
# of 1 <sup>st</sup> year Law applications	41	363	457	378	129	24	4
# of admits	0	14	99	262	115	24	4
# enrolled	0	9	58	127	35	4	2
<b>Transfers</b>							
# of transfer applications		2	8	4	0	0	0
# of admits		0	2	0	0	0	0
# enrolled			1				

**LSU A & M:**

<b>LSU A &amp; M</b>								
<b>Composite ACT Score Range</b>	01-12	13-15	16-19	20-23	24-27	28-32	33-36	Missing Apps.
<b>Undergraduate/First Time Freshmen/Fall 2009</b>								
First time freshmen BoR Defined								
# of applications	19	157	1,101	4,078	4,896	2,894	354	2,417
# admits	0	4	105	2,949	4,552	2,804	348	25
# enrolled								<b>*4,900 Projected</b>
Number of nonresident first time freshmen BoR defined student applications	18	140	883	2,024	2,478	1,387	140	2,284
Number of nonresident student admitted	0	2	76	1,390	2,254	1,330	136	22
Number of nonresident students enrolled								<b>*1,100 Projected</b>

<b>LSU A &amp; M</b>		
<b>Undergraduate</b>		<b>Projected</b>
<b>Transfers BoR Defined</b>	14 <sup>th</sup> Day Fall 2008-09	14 <sup>th</sup> Day Fall 2009-2010
# of applications	1,971	2,068
# of admits	1,205	1,233
# enrolled	815	<b>*850</b>
Transfers enrolled from LA Community Colleges		
Transfer enrolled from LA 4-year universities		
<b>Re-Admits</b>		
# of applications	790	689
# of admits	591	499
# enrolled	457	<b>*400</b>

<b>LSU A &amp; M</b>	<b>14<sup>th</sup> Day Enrollment Fall 2008</b>	<b>14<sup>th</sup> Day Enrollment Fall 2009</b>
Undergraduate FTE		
Undergraduate Headcount	23,400	*23,200 Projected
Student Credit Hours		
Graduate Student Headcount	4,428	*4,640
Professional	366	*360

<b>LSU A &amp; M</b>		<b>Projected</b>
<b>Graduate/Professional</b>	<b>14<sup>th</sup> Day Fall 2008-09</b>	<b>14<sup>th</sup> Day Fall 2009-2010</b>
# of graduate applications	4,000	4,511
# of admits	1,808	1,947
# enrolled	1,089	1,100
# of professional applications	712	642
# of admits	207	
# enrolled	84	87

## UPDATE ON THE NINE YEAR ENROLLMENT TRENDS

The following tables represent nine (9) year enrollment trends for the University of New Orleans, LSU Shreveport, LSU Alexandria, LSU Eunice, LSU A & M and the Paul M. Hebert Law Center.

All 2009 data are projections. Campuses will provide final 14<sup>th</sup> day fall enrollment numbers at the October Board meeting.

### University of New Orleans

#### Trends: Undergraduate and Graduate Enrollment

**Table I**

	<b>Undergraduate</b>	<b>Graduate</b>	<b>Total Enrollment</b>	<b>FTE</b>
<b>2009</b>	<b>8,835</b>	<b>2,940</b>	<b>*11,775</b>	<b>11,477</b>
2008	8,628	2,800	11,428	11,185
2007	8,889	2,073	10,096	10,961
2006	9,579	1,911	11,490	11,490
2005	Katrina			
2004	13,363	3,122	16,485	16,485
2003	13,410	3,015	16,425	16,425
2002	13,184	3,018	16,202	16,202
2001	12,917	2,907	15,824	15,824
2000	12,260	3,958	16,218	14,885

- Fall 2009 enrollment are projections. Campus is projecting a 347 student increase.

## LSU Shreveport

### Trends: Undergraduate Enrollment

**Table I**

	<b>New</b>	<b>Continuing</b>	<b>Re-Entry</b>	<b>Visiting/Other</b>	<b>Total Enrollment</b>	<b>FTE</b>
<b>2009</b>	<b>948</b>	<b>2,425</b>	<b>350</b>	<b>442</b>	<b>4,165</b>	<b>*2,982 (Projected)</b>
2008	862	2,310	294	418	3,903	2,794
2007	879	2,246	382	49	3,556	2,669
2006	883	2,335	358	18	3,594	2,693
2005	929	2,364	306	341	3,940	2,989
2004	959	2,637	117	40	3,753	2,912
2003	1,089	2,206	360	NA	3,655	2,777
2002	988	2,217	338	NA	3,543	2,658
2001	948	2,104	367	NA	3,419	2,549

Footnote Table I:

- Fall 2009 enrollment are projections. Campus is projecting a 262 student increase.

## LSU Alexandria

### Trends: Undergraduate Enrollment

**Table I**

	<b>New</b>	<b>Continuing</b>	<b>Re-Entry</b>	<b>Transfers</b>	<b>Total Enrollment</b>	<b>FTE</b>
<b>2009</b>	<b>395</b>	<b>1,597</b>	<b>205</b>	<b>214</b>	<b>*2,750</b>	<b>2,318</b>
2008	362	1,616	208	197	2,994	2,339
2007	366	1,688	209	171	2,573	2,197
2006	467	1,807	267	179	2,720	2,336
2005	521	1,926	324	217	2,988	2,573
2004	551	1,937	321	192	3,001	2,566
2003	581	1,906	352	222	3,061	2,540
2002	667	1,792	374	259	3,092	2,472
2001	620	1,495	400	200	2,715	2,145
2000	539	1,313	324	208	2,384	1,864

Foot note

- Fall 2007 was the first semester for selective admission to LSU Alexandria.
- Total enrollment projection for fall 2009 includes 339 Preparatory students.

**LSU Eunice**

**Trends: Undergraduate Enrollment**

**Table I**

	<b>New</b>	<b>Continuing</b>	<b>Re-Entry</b>	<b>Transfer</b>	<b>Total Enrollment</b>	<b>FTE</b>
<b>2009</b>	<b>840</b>	<b>1,471</b>	<b>202</b>	<b>256</b>	<b>*3,194</b>	<b>2,580</b>
2008	839	1,401	184	233	3,031	2,488
2007	830	1,387	209	220	2,864	2,421
2006	837	1,528	193	191	2,749	2,396
2005	833	1,660	229	232	2,954	2,572
2004	935	1,715	222	199	3,071	2,689
2003	964	1,819	267	215	3,265	2,833
2002	793	1,800	296	255	3,144	2,675
2001	826	1,473	277	172	2,748	2,451

- Fall 2009 enrollment are projections. Campus is projecting a 163 student increase.

**Paul M. Hebert Law Center**

**Table I**

	<b>First Year</b>	<b>Transfers</b>	<b>Total enrollment</b>
<b>2009</b>	<b>235</b>	<b>1</b>	<b>607</b>
2008	210	0	589
2007	200	0	593
2006	204	2	591
2005	215	2	*836
2004	212	3	677
2003	256	3	698
2002	215	4	649

Footnote Law Center

- Total enrollment figures include JD, LLM, exchange, audit and non-matriculating students.
- Fall 2005 total enrollment includes 171 non-matriculated students from Hurricane Katrina
- 2009 enrollment are preliminary as of 8/19/2009.

**LSU A & M**

**Trend data: Students, Admissions and Entering**

**Table I**

<b>New Freshmen</b>	<b>Applied</b>	<b>Admitted</b>	<b>Enrolled</b>
<b>2009</b>	<b>15,916</b>	<b>10,787</b>	<b>*4,900 (Projected)</b>
2008	15,093	11,092	5,141
2007	11,452	8,332	4,596
2006	10,135	7,455	4,508
2005	10,825	7,927	4,970
2004	11,077	8,660	5,700
2003	10,147	8,171	5,428
2002	10,376	7,973	5,262
2001	10,536	8,336	5,301

- Fall 2009 enrollment are projections. Campus is projecting a decline of 241 undergraduates.

**Table II**

<b>New Transfer</b>	<b>Applied</b>	<b>Admitted</b>	<b>Enrolled</b>
<b>2009</b>	<b>2,068</b>	<b>1,233</b>	<b>*850 (Projected)</b>
2008	1,971	1,205	815
2007	1,648	939	647
2006	1,873	1,007	679
2005	2,005	1,148	788
2004	1,831	1,074	788
2003	1,769	1,052	723
2002	2,021	1,234	879
2001	1,623	971	683

- Fall 2009 enrollment are projections. Campus is projecting a 35 student increase.

**Table III**

<b>New Graduate</b>	<b>Applied</b>	<b>Admitted</b>	<b>Enrolled</b>
<b>2009</b>	<b>4,511</b>	<b>1,947</b>	<b>*1,100 (Projected)</b>
2008	4,000	1,808	1,089
2007	3,629	1,586	966
2006	3,149	1,474	953
2005	3,957	1,648	994
2004	4,123	1,708	1,068
2003	4,598	1,760	1,043
2002	4,198	1,741	1,000
2001	3,617	1,609	950

- Fall 2009 enrollment are projections. Campus is projecting an 11 student increase.

**Trend: Enrollment by Level**

**Table IV**

	<b>Undergraduate</b>	<b>Graduate</b>	<b>Professional</b>	<b>Total</b>
<b>2009</b>	<b>23,200</b>	<b>4,640</b>	<b>360</b>	<b>*28,200 (Projected)</b>
2008	23,400	4,428	366	28,194
2007	23,397	4,266	356	28,019
2006	24,589	4,360	368	29,317
2005	25,709	4,507	348	30,564
2004	26,397	4,804	360	31,561
2003	26,162	4,727	345	31,234
2002	26,672	4,572	338	31,582
2001	26,528	4,538	336	31,402

- Campus is projecting overall enrollment to increase by 6 students.



## Academic and Student Affairs Agenda Item #2

### REPORT ON CAMPUS PERFORMANCE MEASUREMENTS

**To: Members of the Board of Supervisors**

**Date: August 27, 2009**

**From: Michael Gargano**

I thought it would be appropriate to update the Board of Supervisors on the System progress to engage with each campus to prepare campus performance measures. The purpose of the performance measures is to annually track the campus performance to the prior year performance in seven major categories. The data that will be collected enables the reviewer to track the campus four-year trend. The tracking of these measures will institutionalize a process to assist the campus and the System office to monitor the campus success as well as serve as an indicator for areas of improvement.

All of the LSU System campuses have participated in creating the templates and the performance measures that are specific to the campus. Early in the process System staff met with campus Chancellor's, Chief Academic Officers and Directors for Institutional Research. Each campus has been encouraged to craft measures that reflect the campus role, scope and mission as well as make appropriate edits throughout the process.

Each LSU System campus will participate in this exercise. The performance measures can adequately capture important performance for the Health Science Center in Shreveport and New Orleans, the Ag Center, Paul M. Hebert Law Center and the Pennington Biomedical Research Center.

An outline of the seven major areas to measure performance follows.

- I. The number of academic degrees conferred and the number of degrees conferred in professions identified as high need in Louisiana. This information is also provided by race/ethnicity.
- II. Campus trends for undergraduate, graduate and professional school enrollment. Campuses will also report on enrollment of transfer students from the Louisiana Community College System. The metric will also track the annual student credit hour for each classification. Campus enrollment for TOPS scholarship recipients as well as academic majors that have been identified as high need in Louisiana will be reported. Enrollment reports are also provided by race/ethnicity.
- III. This metric will focus on retention and graduation rates as well as licensure and pass rates for selected majors. Campuses will report on 1<sup>st</sup> to 2<sup>nd</sup> year retention and 1<sup>st</sup> to

3<sup>rd</sup> year retention for full time, first time freshmen. In addition, campuses will report on 3, 4, and 6 year graduation rates. This information is also reported by race/ethnicity.

- IV. Campuses will also report on instructional staff productivity. This includes course load for tenure/tenure track faculty, adjunct and part-time. Course load is tracked by remedial, lower division, upper division, Masters, Doctoral and professional.
- V. This metric focuses on research and tech transfer. The reporting form and measures are compatible with the National Science Foundation. In addition, campuses that engage in research will report on license income, number of patents filed, and number of patents generating revenue and research dollars per tenure/tenure track faculty.
- VI. Metric six is focused on revenue generation. This includes revenue from tuition and fees, the endowment, annual fund, foundations total assets, grants and contracts, auxiliary services, revenue generated from off-campus sites and the total dollars contributed back to the campus from off-campus sites.
- VII. The Board of Regents has implemented a new funding formula that includes a performance incentive primarily based on the number of degrees conferred in specific disciplines, race/ethnicity and age group. This measure will focus on the campus performance for the 8 measures.

At the present time the system office is making the final edits offered by each campus. The intent is for all campuses to complete the appropriate measures and to submit to the system office late October or early November. This information will be shared with the Board of Supervisors.



## Academic and Student Affairs Agenda Item #3

### REQUEST APPROVAL OF THE SCHOLARSHIP AND FINANCIAL AID AWARDING PROPOSAL AT THE UNIVERSITY OF NEW ORLEANS

**To: Members of the Board of Supervisors**

**Date: August 27, 2009**

**1. Significant Board Matter**

This matter is a "significant board matter" pursuant to the following provisions of Article VII, section 8 of the Bylaws: D.1 Any matter having a significant fiscal (primary or secondary) or long term educational policy impact on the System or any of its campuses or divisions.

**2. Summary of the Matter**

The University of New Orleans seeks to implement a coordinated and effective student aid program that focuses its efforts on scholarship and financial aid awarding. In achieving this, the University will ensure its commitment to maximizing its enrollment potential, while at the same time, providing qualified students with assistance in funding their college education. Throughout this process, UNO will focus its efforts on enhancing the environment to facilitate student success.

The current scholarship package structure has been both practically and physically challenging to the point where return on investment has been low and the maximization of enrollment potential has not been reached.

This program is a **pilot program** with regard to scholarship paradigms in the Louisiana State University system. This restructured scholarship package goes farther than any previous university operating practice regarding scholarships and financial aid awarding paradigms. This policy draft provides guiding principles that will allow University officials the flexibility to provide levels of institutional and federal assistance to students based on academic performance and financial need.

The basic awarding paradigms will be defined as:

**Basic Undergraduate Aid Policy:**

The undergraduate student support policy is guided by the goal of maintaining affordability for all the students admitted within the framework of the UNO Strategic Plan. The student aid policy complements the goals of the undergraduate admission policy. The University goal is that the cost of attending the university will be met through a combination of the following: a) a manageable contribution from family resources, based on the family's financial strength; b) a manageable contribution from the student in

the form of loan and/or work and c) grant/scholarship support from a combination of Federal, State, University and private sources.

**Basic Graduate Aid Policy:**

The University has a responsibility to meet the nation's and State's need for a highly educated workforce of faculty, scholars, researchers and professionals and by the University's interest in providing educational opportunities to students of all socioeconomic backgrounds. Affordability at the graduate academic and professional degree program level is heavily influenced by the net cost of attending the University. Therefore, a combination of fellowships, grants, teaching and research assistantships and need.

The University of New Orleans recognizes it must follow Board of Supervisor policy and therefore it will 1) provide a written policy with eligibility criteria, amounts, and selection process, 2) establish a scholarship committee, 3) establish a review process for scholarships, 4) provide an appropriate method of award distribution, 5) establish a process and procedure mechanism between the campus and its foundations for scholarships, and 6) provide for coordination between the administration units to determine impact on student's eligibility for financial assistance.

**3. Review of Implementation Plan and Fiscal Impact**

The scholarship and student aid guiding principles, as proposed, would provide the University with an aggressive method to serve the needs of prospective undergraduate and graduate students at various levels. At maximum levels, nearly 4,000 students will be served through some level of scholarship assistance (some merit, some need-based).

The scholarship program will be initiated with the Fall 2009 recruitment season for first enrollment participants in Spring 2010. Organizationally, the scholarship awards will be maintained as follows:

Undergraduate – Office of Admissions

Graduate – Graduate School

Athletics – Department of Intercollegiate Athletics and Student Financial Aid

Award disbursements will be made according to internal awarding parameters established each year upon approval of the Chancellor.

Financial aid awards (federal and state) shall be maintained by the Office of Student Financial Aid and shall be awarded based on appropriate federal, state, and institutional guidelines.

**Source of Funding:**

The University of New Orleans shall allocate up to a maximum of \$ 14,519,869 in tuition and student fee discounts to prospective students from the undergraduate to the graduate level. A portion of these funds shall be allocated as non-resident fee waivers. All funds discounted by the University shall be general-fund related and placed on the student fee bill. These funds shall be utilized for university-related expenses; no refunds will be

administered for this fund allocation. In addition, \$ 1,567,974 shall be awarded annually to student athletes (at current sport levels). The new scholarship program shall produce revenue above the funds allocated for the awards.

All aid provided to students shall not exceed the cost of attendance at The University of New Orleans.

**Annual Reporting:**

Each year, The University of New Orleans shall be responsible for reporting to the LSU System Office and the LSU Board of Supervisors, the outcomes of the scholarship program. In this annual report, the University shall outline the amount of aid awarded to each target group in the following particulars:

1. MERIT AID
2. GRANT AID (federal or state)
3. WORK-STUDY
4. STUDENT LOANS (federal or state)
5. ANALYSIS OF NEED MET (actual amount and percentage of need met)
6. STUDENTS SERVED UNDER EACH AREA (new and continuing)
7. OUTLINE OF NEW YEAR'S AWARD PLANS FOR MERIT AID, GRANT AID, WORK-STUDY, AND STUDENT LOANS

The annual report shall be submitted upon institutional approval by the UNO Chancellor and the UNO Provost/Vice Chancellor for Academic and Student Affairs.

**4. Review of Related Documents**

All documents that currently exist are attached hereto:

- 1) Student Aid and Scholarship Guiding Principles proposal

**5. Other**

N/A

**6. Certification of campus re: Article VII, Section 8, E. 9**

This certification has been provided.

**RECOMMENDATION OF EXECUTIVE STAFF AND DRAFT RESOLUTION**

The Executive Staff recommends that the LSU Board of Supervisors approve the following resolution:

**Whereas**, The University of New Orleans has maintained an aggressive scholarship program that has sought to enroll the best and brightest students from across the state and region, and,

**Whereas**, The University of New Orleans seeks to implement a coordinated and effective student aid program that focuses its efforts on scholarship and financial aid awarding. In

achieving this, the University will ensure its commitment to maximizing its enrollment potential, while at the same time, providing qualified students with assistance in funding their college education. Throughout this process, UNO will focus its efforts on enhancing the environment to facilitate student success, and,

**Whereas,** This restructured scholarship package goes farther than any previous university operating practice regarding scholarships and financial aid awarding paradigms. This policy provides guiding principles that will allow University officials the flexibility to provide levels of institutional and federal assistance to students based on academic performance and financial need.

**“NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the Louisiana State University Agricultural and Mechanical College approves the pilot program for the enrollment plan and scholarship awarding at The University of New Orleans and the appropriate budget in the maximum amount of \$ 14,519,869. The pilot program would take affect with the 2010-11 academic year with a maximum value of \$ 5,496,474 allocated to the new program in its initial year. Approval of the new enrollment plan and scholarship budget will supersede prior year planning documents. Furthermore, the University of New Orleans recognizes it must abide by all existing and new Board of Supervisor policy, resolution or law pertaining to scholarships and financial aid.



# THE UNIVERSITY of NEW ORLEANS

## SCHOLARSHIP & STUDENT AID GUIDING PRINCIPLES

The University of New Orleans seeks to implement a coordinated and effective student aid program that focuses its efforts on scholarship and financial aid awarding. In achieving this, the University will ensure its commitment to maximizing its enrollment potential, while at the same time, providing qualified students with assistance in funding their college education. Throughout this process, UNO will focus its efforts on enhancing the environment to facilitate student success.

All students are encouraged to apply for admission to UNO as soon as possible. The deadlines for admission (domestic students) are July 1 (Fall), November 1 (Spring), and May 1 (Summer). Prospective international students must submit applications for admission by June 1 (Fall), October 1 (Spring), and March 1 (Summer). Further, all students are encouraged to submit applications earlier for scholarship consideration. The scholarship priority deadline for scholarship consideration is January 15. All students who submit applications for admission on or before January 15 are given full consideration.

The Office of Student Financial Aid processes federal, state, and institutional aid to students. To be considered for the various types of financial aid, students must complete the Free Application for Federal Student Aid (FAFSA; UNO Title IV Code 2015). The guiding principles for student aid at UNO are:

### Student Aid Principles:

- (1) All domestic undergraduate students will be required to file the Free Application for Federal Student Aid (FAFSA) no later than April 15 of their Senior year in high school. Students electing not to complete the FAFSA will only be considered for academic scholarships.
- (2) The University shall offer need appropriate funding to all students that takes into account their financial situation (grants, loans, work-study). All students shall be packaged based on the cost of attendance and shall be awarded to the appropriate maximum.
- (3) Academic aid shall be offered on a contingent basis (grades, test score, etc). All students shall be encouraged to complete the Application for Admission by January 15 (August 15 for Spring) for priority consideration for scholarships . The following scholarship information shall be published for all freshman students, " all incoming freshmen with at least a 23 ACT and 3.0 GPA shall be *considered* for academic assistance. To ensure consideration, all students must complete the application for admission on or before January 15 (August 15 for Spring)."
- (4) Students who apply for admission after January 15 (August 15 for Spring) shall not be provided priority consideration for awards. It is the intent of UNO that all eligible students who apply on or prior to January 15 will be awarded scholarships as funds are available. Scholarships that require demonstrated financial need must have admission applications on file on or prior to January 15 (August 15 for Spring).
- (5) Academic awards shall be awarded weekly following receipt of admissions applications and appropriate documents/scores. Awards that are based on financial need shall be awarded after receipt of FAFSA and appropriate documents.
- (6) All applicants must be admitted to UNO prior to being awarded scholarships.

- (7) All scholarship awardees must accept their awards by May 1 for Fall (September 1 for Spring). All scholarship offers not accepted by May 1 (September 1 for Spring) shall be revoked.
- (8) In order to accept a scholarship offer, students must accept their offer of admission and the scholarship award.
- (9) Scholarship awards issued (as listed under awards) are for University-related costs only (i.e., tuition, fees, room, board, books).
- (10) The University will employ a standard awarding policy outlined by the Federal and State government agencies for appropriate grants, loans, and student employment programs.
- (11) Financial aid programs, in conjunction with institutional scholarships, shall seek to meet the need of prospective students.
- (12) Students with high need (low family contribution) will be packaged with financial aid and scholarship aid (as appropriate) to the full extent of the direct cost of attendance.

**Basic Undergraduate Aid Policy:**

The undergraduate student support policy is guided by the goal of maintaining affordability for all the students admitted within the framework of the UNO Strategic Plan. The student aid policy complements the goals of the undergraduate admission policy. The University goal is that the cost of attending the university will be met through a combination of the following: a) a manageable contribution from family resources, based on the family's financial strength; b) a manageable contribution from the student in the form of loan and/or work and c) grant/scholarship support from a combination of Federal, State, University and private sources.

**Basic Graduate Aid Policy:**

The University has a responsibility to meet the nation's and State's need for a highly educated workforce of faculty, scholars, researchers and professionals and by the University's interest in providing educational opportunities to students of all socioeconomic backgrounds. Affordability at the graduate academic and professional degree program level is heavily influenced by the net cost of attending the University. Therefore, a combination of fellowships, grants, teaching/research assistantships, and need shall be utilized in assisting students.

The University of New Orleans recognizes it must follow Board of Supervisor policy and therefore it will 1) provide for a written policy with eligibility criteria, amounts and selection procedures, 2) establish a scholarship committee, 3) establish a review process for scholarships, 4) provide an appropriate method of award distribution, 5) establish a process and procedure mechanism between the campus and its foundations for scholarships, and 6) provide for coordination between the administration units to determine impact on student's eligibility for financial assistance.

**SCHOLARSHIPS:**

The University of New Orleans shall provide resources each year to discount the costs for students to attend the University on the basis of academic and/or performance and the particular level of student need. The program outline with regard to our budgetary allocation is as follows:

**TABLE 1: PROJECTION SUMMARY OF SCHOLARSHIPS' BUDGETARY ALLOCATION AND IMPLICATIONS – INITIAL COHORT, NEW PROGRAM 2010-11**

Scholarship	Year 1 2010-11 Students on Award/ Annual Total	Year 2 2011-12 Students on Award/ Annual Total	Year 3 2012-13 Students on Award/ Annual Total	Year 4 2013-14 Students on Award/ Annual Total	TOTAL COMMITMENT/MAX VALUE
Freshman	740 \$ 1,786,200	703 \$ 1,747,800	668 \$ 1,710,225	634 \$ 1,673,455	\$6,917,680
Transfer	270 \$628,000	243 \$ 613,880	---	---	\$1,241,880
Adult	180 \$520,000	162 \$ 482,040	146 \$ 446,850	131 \$414,230	\$1,863,120
Special	50 \$ 388,300	---	---	---	\$388,300
Graduate	291 \$ 606,000	276 \$592,970	50 \$110,645	---	\$1,309,615
Athletes	123 \$ 1,567,974	117 \$1,534,265	111 \$1,501,280	105 \$1,469,005	\$6,072,524
<b>TOTAL</b>	<b>1,654</b> <b>\$5,496,474</b>	<b>1,501</b> <b>\$4,970,955</b>	<b>975</b> <b>\$3,769,000</b>	<b>870</b> <b>\$3,556,690</b>	<b>\$17,793,119</b>

\* **ATTRITION ASSUMPTIONS:** Freshman assumes 5% non-continuation of award each year from initial number on year one. Transfer assumes 10% non-continuation of award from initial year; adult assumes 10% non-continuation of award from initial year; special assumes one year only; graduate assumes 5% non-continuation of award from initial year; athletes assume 5% continuation from initial cohort.

\*\* **TUITION INCREASES:** Annual monetary estimate assumes a 3% annual increase in tuition.

^ **TRANSFER STUDENTS, SPECIAL STUDENTS, GRADUATE STUDENTS** do not have complete four year engagements for their awards. Transfer students are awarded for two years, special students receive awards for one year, and graduate students have two years (with an ability to extend for a year). All other awards are for four years or the appropriate earned hours.

The basic criteria for incoming freshman scholarships will be raised to a minimum of 23 ACT/ 3.0 GPA. Transfer minimum GPA to be considered for awards will be 3.5 GPA. The annual awarding paradigm shall be prepared by the University and approved by the Chancellor. Following the class' enrollment, an annual report shall be submitted to the LSU System Board of Supervisors.

**APPEALS:**

The University of New Orleans will allow students who lose their scholarships to appeal the decision in an appropriate and timely fashion. If appeals are granted, the extension time frame shall be approved by Financial Aid (undergraduates) or the Graduate School (graduate students). The maximum number and amount of appeals are included in the categories above and shall not exceed estimated amounts in each category above.

**RETURNING STUDENTS:**

Students will be carried on scholarships for four years if they started as freshmen, two years as transfer students, and typically two years if they are in a graduate program. In order to maintain the award, scholarship recipients must satisfy the following criteria:

FRESHMEN	2.75 GPA maintenance for first year, 3.0 cumulative second year and beyond (Hitt requires 3.0 GPA for first year, 3.25 cumulative second year and beyond); min 24 earned hours each year
TRANSFERS	2.75 cumulative first semester, 3.0 beyond GPA maintenance; min 24 earned hours each year
GRADUATES	GPA maintenance requirement of 3.5 – 3.8, depending on the particular award; must maintain full-time status

**AWARD USAGE:**

Students receiving academic scholarships outlined above may utilize their awards for CAMPUS-RELATED charges only. Because these awards are to be packaged WITH forms of federal and state aid, students may use their allocated funds for tuition/fees, room, board, books/supplies, etc. No institutional scholarship funds shall be refunded to the student. Unused portions of federal or state aid may be refunded to the student.

**TABLE 2: PROJECTION SUMMARY OF SCHOLARSHIPS' BUDGETARY ALLOCATION AND IMPLICATIONS**  
**CURRENT COMMITMENTS AND CONTINUING STUDENTS**

The current scholarship program distributions are detailed below. This program will be cycled out within four years from Fall 2009. For example, freshman students who enroll in Fall 2009 will have four years on the award, then the award will be cycled out. Students who began in Fall 2008 will have three more years before their awards will be cycled out. Students who began in Fall 2007 will have two years before their awards will be cycled. Students who began in Fall 2006 will have one year before they will be cycled. Therefore, the annual commitment amount to the **existing** program will change as 25% will be cycled out each year and be completely phased out after year four.

The table below indicates the number of current students receiving existing awards for the next four years, as well as the initial cohort expectations for year 2010-11, 2011-12, and 2012-13. This table indicates a decrease in the number of current award. Its purpose is to illustrate the phase-out of the current scholarship program that exists. The new program shall have anticipated maximum expenses as evidenced in table 1.

Scholarship	2009-10 Students on Award/ Annual Total	2010-11 Students on Award/ Annual Total	2011-12 Students on Award/ Annual Total	2012-13 Students on Award/ Annual Total
<b>Current Undergraduate (Freshman, Transfer, Special)</b>	2,083 \$ 8,900,000	1,565 \$6,875,250	1,042 \$4,721,005	521 \$2,431,320
<b>Current Graduate</b>	270 \$628,000	243 \$ 613,880	---	---
<b>Current Athletic</b>	123 \$ 1,567,974	117 \$1,534,265	111 \$1,501,280	105 \$1,469,005
<b>CURRENT TOTAL</b>	2,476 \$11,095,974	1,925 9,023,395	1,153 6,222,285	626 3,900,325
<b>NEW PROGRAM IMPLEMENTED (reference to Initial Cohort)</b>	---	1,654 5,496,474	1,501 \$ 4,970,955	975 \$ 3,769,000
<b>OVERALL</b>	\$ 11,095,974	\$ 14,519,869	\$ 11,193,240	\$ 7,669,325

III. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE

**Mr. Alvin E. Kimble, Chair**  
**Mr. Anthony G. "Tony" Falterman, Co-Chair**  
**Mr. R. Blake Chatelain, Vice-Chair**  
Dr. Jack A. Andonie  
Dr. John F. George  
Mr. James W. Moore, Jr.  
Mrs. Dorothy "Dottie" Reese  
Mr. Roderick K. "Rod" West

AGENDA

1. Request to restrict the activities of the Continuing Education program at LSU Alexandria
2. Consideration of the 2009-10 Operating Budget



## Request to restrict the activities of the Continuing Education Program at LSU Alexandria.

**TO: Members of the Board of Supervisors**

**Date: August 27, 2009**

### **1. Significant Board Matter**

Pursuant to Article VII, Section 8, D.5(c) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.5(c) Such other matters that are not expressly delegated herein or hereafter by the Board....

### **2. Summary of the Matter**

LSU Alexandria is requesting that its Continuing Education program be established as a restricted activity so that the various course and activity fees the program assesses would become restricted as to purpose. The campus states that doing this would facilitate the operation of Continuing Education and offered several reasons in support of this action.

One, restricting the activity would allow unspent balances at year end to accumulate into larger balances that would be used in the future to purchase equipment and pay for needed renovations. Some examples of anticipated expenditures for which larger balances would need to be accumulated include computer upgrades; training software; facility enhancements such as window installation, construction of additional classrooms and storage space; associated costs with children's camps; and scientific, technical, engineering and math software.

Two, significant revenue in the Continuing Education program comes in late in one fiscal year while the associated expenses occur in the subsequent fiscal year. Properly matching program revenues with program expenses in the same fiscal year is desirable and restricting the activity would accomplish this.

It is also recommended that the Board establish LSU Alexandria's Continuing Education program as a restricted activity effective July 1, 2009. Doing such would eliminate having to account for part of the year's activities in the unrestricted fund and part in the restricted fund.

### **3. Fiscal Impact**

Approval of this request will allow LSU Alexandria to restrict the activities of its Continuing Education program. While program revenues are forecasted to exceed program expenses by \$4,457 in FY 10, they have not done so for the previous three years as shown on the attachment. Accordingly, it's recommended that an audit be performed on Continuing Education after the first year of operating as a restricted activity.

**9. Attachments**

1. Letter from David Wesse, LSU Alexandria CFO, requesting the Continuing Education program be established as a restricted activity.
2. Recent revenue and expense history of Continuing Education Program

**Recommendation**

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**“NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve restricting all course, program, activity and other fees assessed by the Continuing Education Program at LSU Alexandria.

**BE IT FURTHER RESOLVED** that LSU Alexandria provide an annual report to the Board on the activities of the Continuing Education program.

**BE IT FURTHER RESOLVED** that this action be effective as of July 1, 2009.



*Office of Finance and Administrative Services*

May 21, 2009

Mr. John Antolik  
Louisiana State University System  
3810 W. Lakeshore Drive  
Baton Rouge, Louisiana 70808

Re: **Recommendation to create Restricted Expense and Revenue  
Accounts for Continuing Education at Louisiana State University  
Alexandria**

Dear John:

This letter is to request the establishment of restricted expense and revenue accounts for use by the Continuing Education Department at Louisiana State University Alexandria. The creation of specific restricted expense and revenue accounts for LSUA Continuing Education, and conversion of this activity from its current operating account to restricted accounts, would facilitate the operation of this area at LSUA.

Louisiana State University Alexandria requests a restricted revenue and restricted expense account for LSUA Continuing Education. The source of revenues to be restricted will be self-generated funds.

We are requesting that LSUA Continuing Education be designated by the Board as a restricted activity. Several compelling reasons exist for doing so:

- There is a need to accumulate balances over several years to purchase equipment and to pay for future construction or renovations.
- Since significant revenue comes in for this area late in the fiscal year, there is a need to properly match the revenue associated with this activity to the fiscal year in which the funds are actually expended.
- Having Continuing Education in LSUA's operating budget serves to distort this budget in that Continuing Education's revenue comes close to matching its expense each year. As such, revenue from this activity needs to be associated with this activity and not go into accounts for the general operation of the campus.
- Restricting the funds is necessary since this area generates revenues from holding classes in the spring and summer but needs to expend the revenue in following fiscal years.

Based on the above we are now requesting that we be allowed to deposit revenue generated by LSUA Continuing Education into a specific Continuing Education revenue account so that any excess will be reflected for Continuing Education and can be easily identified and carried forward for future use. This will allow LSUA Continuing Education to save up for a large expenditure, or deal with situations when expenses associated with their activities cross fiscal years.

We would use restricted funds first, in the short-term, to cover a Continuing Education overdraft. If an overdraft occurs we will take steps to increase the Continuing Education revenue or to reduce Continuing Education expenses until the account comes back into balance.

We ask for approval of this request.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "David Wesse". The signature is fluid and cursive, with a large initial "D" and "W".

David Wesse

xc: David P. Mantel  
Belinda Aaron

**LSU Alexandria**  
**Continuing Education/CAPS Recent Revenue and Expense History**

<b>Revenue</b>		FY06-07	FY07-08	FY08-09	FY10 Budg
218-50-0001	Fees - Noncredit Courses & Conferences	181,589	196,362	150,558	150,000
218-50-0007	Children's Academic Program	25,585	26,029	32,955	33,000
231-50-0000	Grant	18,092	78,445	26,502	26,500
	<b>Total Revenue</b>	<b>225,266</b>	<b>300,836</b>	<b>210,015</b>	<b>209,500</b>

<b>Expenses</b>					
218-00-0000	Continuing Education	248,504	296,772	211,689	193,398
218-50-0000	Children's Academic Program	20,703	15,981	15,796	11,645
	<b>Total Expenditures</b>	<b>269,207</b>	<b>312,753</b>	<b>227,485</b>	<b>205,043</b>
	<b>Difference</b>	<b>(43,941)</b>	<b>(11,917)</b>	<b>(17,470)</b>	<b>4,457</b>



## Consideration of the 2009-10 operating budget.

To: Members of the Board of Supervisors

Date: August 27, 2009

Pursuant to paragraph D of Article VII, Section 8 of the Board Bylaws, the following is provided:

### 1. Significant Board Matter

This matter is a "significant board matter" pursuant to the following provisions of Article VII, section 8 of the Bylaws:

D.1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

### 2. Summary of the Matter

Each year an operating budget that details the expected revenues and expenditures of the University for the upcoming fiscal year is planned. These budgets are prepared in accordance with budget guidelines issued by the Board of Regents and the Division of Administration. For fiscal year 2009-10 significant reductions in state general funds were made as economic conditions weakened in Louisiana and throughout the nation.

The state received federal stimulus funds for the purpose of offsetting some of the cuts that would have otherwise been made to higher education. In addition, a portion of the state's budget stabilization fund was allocated to higher education. Together these two additional sources of revenue helped mitigate what otherwise would have been an extremely difficult budget year for our system.

The total unrestricted operating budget for fiscal year 2009-10, including the LSU Health Care Services Division, is \$2,456,871,451. This represents a decrease of \$71,106,779 or 2.8% from the final FY09 budget. Estimated restricted revenues including auxiliary enterprise operations total \$1,007,773,750. The total FY10 operating budget including estimated restricted revenues is \$3,464,645,201.

### 3. Review of Business Plan

Early in July campuses disclosed plans for addressing funding included in the state's general appropriations bill. With the preparation of the operating budget the campuses have now also included the expected revenues associated with restricted funds such as grants and contracts, and auxiliary enterprise operations.

### 4. Review of Documents Related to Referenced Matter

The campuses have submitted the 2009-10 operating budget in the format requested by the Division of Administration and the Board of Regents.

**ATTACHMENTS:**

Proposed budget plans for appropriated funds were distributed at the July 16, 2009 Board meeting. Summary information on the campuses' total operating budget is included with this mail-out.

**RECOMMENDATION(s)**

The Staff recommends that the Board consider the resolution set forth below.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the operating budget for the year ending June 30, 2010, including the planned budget for the technology fee, said budget providing:

(a) Final approval and commitment authorization of funds for unrestricted educational and general, medical, and related expenses in the amount of \$2,456,871,451 for the campuses and hospitals shown below.

LSU  
LSU Agricultural Center  
LSU Alexandria  
LSU Eunice  
LSU Shreveport  
LSU Health Sciences Center, New Orleans  
LSU Health Sciences Center, Shreveport including E. A. Conway and  
Huey P. Long Hospitals  
The Paul M. Hebert Law Center  
LSU Pennington Biomedical Research Center  
University of New Orleans  
The Hospitals and Central Office of the LSU Health Care Services Division  
LSU Board of Supervisors and System Administration

(b) Commitment authorizations for auxiliary enterprises, grants and contracts, and other restricted funds estimated to be \$1,007,773,750.

(c) Transactions included or referred to in the operating budget that otherwise require Board approval are not approved by mere inclusion in the operating budget.

**BE IT FURTHER RESOLVED** that each campus and hospital shall prepare a quarterly financial report that is in accordance with a format approved by the President. The initial format of the report will include the following:

1. The transfer of funds from an academic to a non-academic area.
2. The transfer or significant failure to expend funds from any special programs approved by the Board or identified in the budget preparation narrative.
3. The transfer of funds from major budget categories to another when such transfer exceeds twenty percent (20%) of the smaller category.
4. Any significant changes in the budget that should be brought to the attention of the President and Board.
5. An explanation of significant reduction in anticipated revenues.

Any subsequent modification to the reporting format will be approved by the President with notification to the Board.

#### IV. PROPERTY AND FACILITIES COMMITTEE

**Mr. Ben W. Mount, Chair**  
**Mr. Stanley J. Jacobs, Vice Chair**  
Dr. Jack A. Andonie  
Dr. John F. George  
Mrs. Laura A. Leach  
Mrs. Dorothy "Dottie" Reese  
Mr. Jerry E. Shea, Jr.  
Mr. Roderick K. "Rod" West

#### AGENDA

1. Approval of the 2010 Five-Year Capital Outlay Budget Request and First Year Prioritized Categories for the Louisiana State University System
2. Recommendation to approve plans related to New Orleans BioInnovation Center
3. Recommendation to approve a Food Services Lease Agreement with Aramark Education Services, LLC for the University of New Orleans
4. Recommendation for finding acceptable University purpose for donation of immovable property to UNO for the benefit of its coastal and environmental research and education programs
5. Recommendation to approve Lease Agreement with the Tiger Athletic Foundation for the Construction of Improvements to the Pete Maravich Assembly Center at Louisiana State University
6. Recommendation to approve financing plan for the construction of the E.J. Ourso College of Business at Louisiana State University (Out-of-time agenda request granted pending receipt of required documentation)



**APPROVAL OF THE 2010 FIVE-YEAR CAPITAL OUTLAY BUDGET REQUEST AND  
FIRST YEAR PRIORITIZED CATEGORIES FOR THE  
LOUISIANA STATE UNIVERSITY SYSTEM**

**To: Members of the Board of Supervisors**

**Date: August 27, 2009**

Pursuant to Article VII, Section 8, G.1 and G.2 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

G.1 Capital outlay requests need not be submitted in accordance with the procedures of this Section. Board approval of any capital outlay request or item, or approval of an operating budget, shall not be considered direct or indirect approval.....

G.2 Capital outlay prioritization must be approved by the Board or by the Executive Committee.

**1. Summary of the Matter**

The Division of Administration requires that annual Capital Outlay Budget Requests, which includes projects proposed to be undertaken within the next five years, be submitted no later than November 1<sup>st</sup>. Proposed projects will renovate, repair and construct facilities and infrastructure to meet the needs of teaching, research, service and health care programs of the LSU System.

**1. Review of Business Plan**

To be submitted and reviewed for self-generated projects.

**3. Fiscal Impact**

Operation and maintenance cost will increase with new construction projects.

**4. Description of Competitive Process**

Not applicable.

**5. Review of Legal Documents**

Campus Capital Outlay Project Forms and 5 Year Plans are in order.

**6. Parties of Interest**

None.

**7. Related Transactions**

Where applicable and when appropriate, auxiliary revenue bond documents will be provided to the Board for consideration.

**8. Conflicts of Interest**

None.

**Attachments**

- **System 5 Year Plan**
- **First Year Prioritized Project List**

**Recommendation**

**"NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that the following list of projects to be submitted to the Division of Administration in accordance with Act 14 of the 1980 Session of the Louisiana Legislature and first year prioritized project categories are approved and;

**BE IT FURTHER RESOLVED**, that John V. Lombardi, President of the Louisiana State University System, be and he is hereby authorized to make adjustments as necessary in this request as circumstances dictate, including technical corrections, increasing or decreasing the amount requested for individual projects by not more than twenty percent (20%) of the amount approved in this resolution, combining or renaming projects and/or changing sources of funds and to add self-generated projects with individual project costs of less than \$1 million without further approval by the Board, provided, however, that such project additions be reported to the Board.

**BE IT FURTHER RESOLVED** that transactions included or referred to in the capital outlay request that otherwise require Board approval are not approved by inclusion in the capital outlay request per Article VII, Section 8, G.1 of the Bylaws."

**LOUISIANA STATE UNIVERSITY SYSTEM**

**CAPITAL OUTLAY NEEDS  
2010-2011 THROUGH 2014-2015**

<b>LOUISIANA STATE UNIVERSITY</b>		
E-1	Main Campus: Sewer Line Replacement	\$4,305,000
E-2	Life Science Annex, Partial Roof Replacement and Waterproofing	\$1,480,000
E-3	Patrick Taylor Hall: Roof Replacement	\$1,750,000
SG-1	Res Life: Lavoie Honors College, East Wing Renovation (RB)	\$36,150,000
SG-2	Res Life: Residential College One, Phase II (RB)	\$43,468,000
SG-3	Res Life: Annie Boyd Hall, Renovation (RB)	\$15,500,000
SG-4	Res Life: New Residence Hall (RB)	\$63,000,000
SG-5	Parking Facilities (RB)	\$30,195,000 <sup>1</sup>
C-1	Choppin Hall Annex: Chemistry Lab Building (4th & 5th Floor Finish Out)	\$14,825,000 <sup>2</sup>
C-2	Renovate Old Engineering Shops for Art Department	\$15,305,000
1	French House Renovation	\$5,827,000
2	Howe-Russell Geoscience (West) Renovation	\$23,500,000
3	Atkinson Hall Renovation	17,365,000
4	College of Engineering, Chemical Engineering Building (SG/GOB)	\$38,000,000
5	Prescott Hall Renovation	\$14,054,000
6	South Campus, Land Acquisition	\$10,000,000
7	Military Science Renovation	\$7,221,000
8	Center for Computing & Technology	\$37,690,000
9	Choppin Hall Renovations	\$39,402,000
10	Allen Hall Renovation	\$15,281,000
11	Veterinary Medicine: Large Equipment Replacement	\$2,625,000
12	Science & Instruction Bldg.	\$39,527,000
13	H.P. Long Renovation	\$21,763,000
14	Energy, Coast & Environment Annex	\$43,874,000
15	Patrick Taylor Hall Renovations	\$17,366,000
16	Math & Lecture Hall	\$42,001,000
17	Library-Remote Storage Facility	\$3,126,000
18	Human Ecology Addition	\$7,098,000
19	Foster Hall Renovation	\$17,830,000
20	Veterinary Medicine-Biomedical Research Facility	\$26,744,000
21	Pleasant Hall Renovation	\$1,353,000
22	Foster Hall Addition-Natural Science	\$1,913,000
23	Veterinary Medicine-Clinical & Instruction Facility	\$2,016,000
	<sup>1</sup> Plus \$4,700,000 funded in Act 27 of 2006 for planning and partial construction. Request includes the amount appropriated in Act 20 of 2009 but not funded as of this date.	
	<sup>2</sup> Plus \$25,325,000 funded in Act 29 of 2008 for construction, \$10,400,000 funded in Act 511 of 2008 for construction. Request includes \$150,000 appropriated in Act 20 of 2009 for construction but not funded as of this date.	
<b>TOTAL:</b>		<b>\$661,554,000</b>

**LSU AGRICULTURAL CENTER**

SG	Infrastructure Upgrades for Nano & Biotechnology Laboratory - H.D. Wilson (FED)	\$990,000
C	Animal & Food Science Facilities Renov. & Modern. - Ph II	\$17,395,000 <sup>1</sup>
1	Animal & Food Science Facilities Renov. & Modern. - Ph III	\$14,760,000
2	Animal & Food Science Facilities Renov. & Modern. - Ph IV	\$6,575,000
3	Animal & Food Science Facilities Renov. & Modern. - Ph V	\$6,663,000
4	Greenhouse Facilities Relocation & Departmental Renov.	\$15,600,000
5	Biological & Agricultural Engineering Building	\$15,340,000
6	Research Support Facilities/Solid Waste Mgmt. Facilities	\$1,760,000
7	Shop & Storage Buildings Replacement	\$1,170,000
8	Distance Learning Center & Regional Office	\$1,482,000
9	Parker Coliseum Renovations	\$26,040,000
10	4H Educational Center	\$22,500,000

<sup>1</sup>Plus \$3,000,000 funded in Act 511 of 2008 for partial construction, \$500,000 funded in Act 29 of 2008 for partial construction. Request includes \$625,000 appropriated in Act 20 of 2009 for partial construction but not funded as of this date.

**TOTAL:** \$130,275,000

**LSU AT ALEXANDRIA**

1	Network & Telephone Cabling Infrastructure	\$2,460,000
2	Phase One Campus Parking	\$6,615,000
3	Business and Education Building	\$11,847,630
4	Library Flooring Asbestos Abatement & General Refurbishing	\$901,000

**TOTAL:** \$21,823,630

**LSU AT EUNICE**

1	Science Building Renovations	\$10,805,472
2	Financial Aid Office Renovations	\$284,050
3	Library Renovations	\$3,300,500
4	H & PE Building Renovations	\$3,507,500
5	Physical Plant/Central Receiving Facility	\$2,875,000
6	Child Day Care Center	\$1,057,800

**TOTAL:** \$21,830,322

**LSU HEALTH SCIENCES CENTER - NEW ORLEANS**

SG-1	Parking Garage (600 spaces) (RB)	\$13,700,000
SG-2	Residence Complex (300 units) (RB)	\$41,250,000
1	Dental School Mechanical and Electrical Systems Modernization	\$9,944,160
2	Neurosciences Center	\$91,520,000
3	Medical School Education Building/CSRB2	\$80,080,000

**TOTAL:** \$236,494,160

**LSU HEALTH SCIENCES CENTER - SHREVEPORT**

E	Replacement of Functionally Obsolete Hospital Equipment (Shreveport)	\$11,800,072
E	Replacement of Functionally Obsolete Hospital Equipment (EA Conway)	\$5,548,010
E	Replacement of Functionally Obsolete Hospital Equipment (Huey P. Long)	\$1,594,094
E	Replacement Facility for Huey P. Long Medical Center	\$232,986,000
1	Feist-Weiller Cancer Research Building (GOB/RB)	\$51,300,000 <sup>1</sup>
2	Hospital Diagnostic Support Service Renovation (Shreveport)	\$16,780,760
3	Hospital Acute Care Patient Tower (Shreveport)	\$89,136,200
4	Outpatient Surgery - Imaging Center	\$28,800,000
5	Comprehensive Care Center (E.A. Conway)	\$21,062,000
6	Campus Wayfinding / Directional and Locational Signage (Shreveport)	\$1,080,000
7	Parking Garage (Shreveport)	\$16,800,000
8	Replacement Outpatient Ophthalmology Facility (Shreveport)	\$12,246,700
9	Educational and Conference Center / Research Institute (Shreveport)	\$70,658,000
10	Ambulatory Care Center - Hospital Elevated Pathway / LINC Connector (Shreveport)	\$4,800,000
11	Health Sciences Library Expansion (Shreveport)	\$7,029,750
12	Warehouse Relocation (Shreveport)	\$4,959,450

<sup>1</sup> Plus \$3,700,000 funded in Act 20 of 2007 for planning. Request includes \$25,650,000 in revenue bonds appropriated in Act 20 of 2009 for partial construction but not funded as of this date.

**TOTAL:** \$576,581,036

**LSU IN SHREVEPORT**

1	Bronson Hall Renovation	\$14,570,000
2	HPE Renovation and Expansion	\$13,304,000
3	Computer Room Generator - Disaster Recover	\$714,000
4	College of Education, Human Development Building	\$9,390,000
5	Cyber Operations Security Institute Building	\$53,250,000
6	Special Events Center / Emergency Shelter	\$41,109,600
7	Mass Communications, Fine Arts and Performing Arts Building	\$47,100,000
8	Science Laboratory and Red River Watershed Mngmt Institute Building	\$12,520,000

**TOTAL:** \$191,957,600

**PENNINGTON BIOMEDICAL RESEARCH CENTER**

1	Genomics & Molecular Biology Building	\$129,250,632
2	Population Science & Administration	\$30,000,000
3	Parking Structure	\$10,000,000

**TOTAL:** \$169,250,632

**UNIVERSITY OF NEW ORLEANS**

SG-1	Affinity Housing (RB)	\$25,000,000
SG-2	New Student Union (RB)	\$60,000,000
1	Renovate Human Performance Center for Fine Arts	\$6,100,000
2	Science Building Mechanical Renovations	4,948,000
3	Student Services Building Renovation (Former University Center)	\$5,000,000
4	Central Utilities Plant Additions/Improvements	\$15,300,000
5	Student Housing Demolition	\$4,000,000
6	Information Technology Building	\$35,000,000
7	Education Building Renovation	\$15,000,000

**TOTAL:** \$170,348,000

**GRAND TOTAL:** \$2,180,114,380

**LOUISIANA STATE UNIVERSITY SYSTEM**

**FIVE-YEAR CAPITAL OUTLAY PLAN**

LOUISIANA STATE UNIVERSITY		FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	TOTAL
E-1	Main Campus: Sewer Line Replacement	\$4,305,000					\$4,305,000
E-2	Life Science Annex, Partial Roof Replacement and Waterproofing	\$1,480,000					\$1,480,000
E-3	Patrick Taylor Hall: Roof Replacement	\$1,750,000					\$1,750,000
SG-1	Res Life: Lavoisier Honors College, East Wing Renovation (RB)	\$36,150,000					\$36,150,000
SG-2	Res Life: Residential College One, Phase II (RB)	\$43,468,000					\$43,468,000
SG-3	Res Life: Annie Boyd Hall, Renovation (RB)	\$15,500,000					\$15,500,000
SG-4	Res Life: New Residence Hall (RB)	\$63,000,000					\$63,000,000
SG-5	Parking Facilities (RB)	\$30,195,000					\$30,195,000
C-1	Choppin Hall Annex: Chemistry Lab Building (SG/GOB)	\$11,325,000	\$3,500,000				\$14,825,000
C-2	Renovate Old Engineering Shops for Art Department	\$14,930,000	\$375,000				\$15,305,000
1	French House Renovation	\$450,000	\$4,999,000	\$378,000			\$5,827,000
2	Howe-Russell Geoscience (West) Renovation	\$1,857,000	\$20,430,000	\$1,213,000			\$23,500,000
3	Atkinson Hall Renovation	\$1,375,000	\$15,136,000	\$854,000			\$17,365,000
4	College of Engineering, Chemical Engineering Building (SG/GOB)	\$3,091,600	\$34,007,600	\$900,800			\$38,000,000
5	Prescott Hall Renovation	\$1,115,000	\$12,489,000	\$450,000			\$14,054,000
6	South Campus, Land Acquisition	\$10,000,000					\$10,000,000
7	Military Science Renovation	\$571,000	\$6,340,000	\$310,000			\$7,221,000
8	Center for Computing & Technology		\$3,769,000	\$30,152,000	\$3,769,000		\$37,690,000
9	Choppin Hall Renovations		\$3,940,000	\$31,522,000	\$3,940,000		\$39,402,000
10	Allen Hall Renovation		\$1,528,000	\$12,225,000	\$1,528,000		\$15,281,000
11	Veterinary Medicine: Large Equipment Replacement		\$2,625,000				\$2,625,000
12	Science & Instruction Bldg.		\$3,953,000	\$31,621,000	\$3,953,000		\$39,527,000
13	H.P. Long Renovation		\$2,176,000	\$17,411,000	\$2,176,000		\$21,763,000
14	Energy, Coast & Environment Annex			\$4,387,000	\$35,100,000	\$4,387,000	\$43,874,000
15	Patrick Taylor Hall Renovations			\$1,736,000	\$13,894,000	\$1,736,000	\$17,366,000
16	Math & Lecture Hall			\$4,200,000	\$33,601,000	\$4,200,000	\$42,001,000
17	Library-Remote Storage Facility			\$312,000	\$2,502,000	\$312,000	\$3,126,000
18	Human Ecology Addition			\$710,000	\$5,678,000	\$710,000	\$7,098,000
19	Foster Hall Renovation				\$1,980,800	\$15,849,200	\$17,830,000
20	Veterinary Medicine-Biomedical Research Facility				\$2,972,000	\$23,772,000	\$26,744,000
21	Pleasant Hall Renovation					\$1,353,000	\$1,353,000
22	Foster Hall Addition-Natural Science					\$1,913,000	\$1,913,000
23	Veterinary Medicine-Clinical & Instruction Facility					\$2,016,000	\$2,016,000
<b>TOTAL:</b>		\$240,562,600	\$115,267,600	\$138,381,800	\$111,093,800	\$56,248,200	\$661,554,000

E - Emergency  
 SG - Self-Generated  
 C - Continuing  
 GOB - General Obligation Bonds  
 RB- Revenue Bonds  
 FED- Federal Funds

**LOUISIANA STATE UNIVERSITY SYSTEM**

**FIVE-YEAR CAPITAL OUTLAY PLAN**

	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	TOTAL
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**LSU AGRICULTURAL CENTER**

SG	Infrastructure Upgrades for Nano & Biotechnology Laboratory - H.D. Wilson (FED)	\$ 990,000				\$ 990,000
C	Animal & Food Science Facilities Renov. & Modern. - Ph II	\$16,665,000	\$730,000			\$17,395,000
1	Animal & Food Science Facilities Renov. & Modern. - Ph III	\$14,160,000	\$600,000			\$14,760,000
2	Animal & Food Science Facilities Renov. & Modern. - Ph IV	\$500,000	\$6,075,000			\$6,575,000
3	Animal & Food Science Facilities Renov. & Modern. - Ph V	\$474,000	\$6,189,000			\$6,663,000
4	Greenhouse Facilities Relocation & Departmental Renov.		\$1,235,000	\$13,585,000	\$780,000	\$15,600,000
5	Biological & Agricultural Engineering Building		\$1,248,000	\$13,728,000	\$364,000	\$15,340,000
6	Research Support Facilities/Solid Waste Mgmt. Facilities		\$1,760,000			\$1,760,000
7	Shop & Storage Buildings Replacement		\$1,170,000			\$1,170,000
8	Distance Learning Center & Regional Office		\$1,482,000			\$1,482,000
9	Parker Coliseum Renovations				\$2,170,000	\$23,870,000
10	4H Educational Center					\$22,500,000
	<b>TOTAL:</b>	<b>\$32,789,000</b>	<b>\$20,489,000</b>	<b>\$27,313,000</b>	<b>\$3,314,000</b>	<b>\$46,370,000</b>
						<b>\$130,275,000</b>

**LSU AT ALEXANDRIA**

1	Network & Telephone Cabling Infrastructure	\$2,460,000				\$2,460,000
2	Phase One Campus Parking	\$551,250	\$6,063,750			\$6,615,000
3	Business and Education Building	\$963,240	\$10,884,390			\$11,847,630
4	Library Flooring Asbestos Abatement & General Refurbishing	\$901,000				\$901,000
	<b>TOTAL:</b>	<b>\$4,875,490</b>	<b>\$16,948,140</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
						<b>\$21,823,630</b>

**LSU AT EUNICE**

1	Science Building Renovations	\$849,206	\$9,456,266	\$500,000		\$10,805,472
2	Financial Aid Office Renovations	\$284,050				\$284,050
3	Library Renovations		\$270,250	\$3,030,250		\$3,300,500
4	H & PE Building Renovations			\$287,500	\$3,220,000	\$3,507,500
5	Physical Plant/Central Receiving Facility				\$230,000	\$2,645,000
6	Child Day Care Center				\$88,150	\$969,650
	<b>TOTAL:</b>	<b>\$1,133,256</b>	<b>\$9,726,516</b>	<b>\$3,817,750</b>	<b>\$3,538,150</b>	<b>\$3,614,650</b>
						<b>\$21,830,322</b>

- E - Emergency
- SG - Self-Generated
- C - Continuing
- GOB - General Obligation Bonds
- RB- Revenue Bonds
- FED- Federal Funds

**LOUISIANA STATE UNIVERSITY SYSTEM**

**FIVE-YEAR CAPITAL OUTLAY PLAN**

		FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	TOTAL
<b>LSU HEALTH SCIENCES CENTER - NEW ORLEANS</b>							
SG-1	Parking Garage (600 spaces) (RB)			\$1,370,000	\$12,330,000		\$13,700,000
SG-2	Residence Complex (300 units) (RB)				\$3,750,000	\$37,500,000	\$41,250,000
1	Dental School Mechanical and Electrical Systems Modernization	\$803,680	\$9,140,480				\$9,944,160
2	Neurosciences Center			\$8,602,000	\$77,418,000	\$5,500,000	\$91,520,000
3	Medical School Education Building/CSRB2				\$7,280,000	\$72,800,000	\$80,080,000
<b>TOTAL:</b>		\$803,680	\$9,140,480	\$9,972,000	\$100,778,000	\$115,800,000	\$236,494,160

**LSU HEALTH SCIENCES CENTER - SHREVEPORT**

E	Replacement of Functionally Obsolete Hospital Equipment (Shreveport)	\$11,800,072					\$11,800,072
E	Replacement of Functionally Obsolete Hospital Equipment (EA Conway)	\$5,548,010					\$5,548,010
E	Replacement of Functionally Obsolete Hospital Equipment (Huey P. Long)	\$1,594,094					\$1,594,094
E	Replacement Facility for Huey P. Long Medical Center	\$16,026,905	\$176,295,957			\$40,663,138	\$232,986,000
1	Feist-Weiller Cancer Research Building (GOB/RB)	\$40,700,000		\$10,600,000			\$51,300,000
2	Hospital Diagnostic Support Service Renovation (Shreveport)	\$1,252,480	\$13,811,584	\$1,716,696			\$16,780,760
3	Hospital Acute Care Patient Tower (Shreveport)	\$6,612,600	\$72,738,600			\$9,785,000	\$89,136,200
4	Outpatient Surgery - Imaging Center	\$1,358,333	\$14,941,667		\$12,500,000		\$28,800,000
5	Comprehensive Care Center (E.A. Conway)	\$1,338,500	\$14,723,500	\$5,000,000			\$21,062,000
6	Campus Wayfinding / Directional and Locational Signage (Shreveport)	\$90,000	\$990,000				\$1,080,000
7	Parking Garage (Shreveport)		\$1,400,000	\$15,400,000			\$16,800,000
8	Replacement Outpatient Ophthalmology Facility (Shreveport)		\$696,280	\$7,698,220	\$3,852,200		\$12,246,700
9	Educational and Conference Center / Research Institute (Shreveport)			\$7,065,800	\$58,030,200	\$5,562,000	\$70,658,000
10	Ambulatory Care Center - Hospital Elevated Pathway / LINC Connector (S'port)			\$400,000	\$4,400,000		\$4,800,000
11	Health Sciences Library Expansion (Shreveport)				\$566,500	\$6,463,250	\$7,029,750
12	Warehouse Relocation (Shreveport)			\$413,030	\$4,546,420		\$4,959,450
<b>TOTAL:</b>		\$86,320,994	\$295,597,588	\$48,293,746	\$83,895,320	\$62,473,388	\$576,581,036

**LSU IN SHREVEPORT**

1	Bronson Hall Renovation	\$1,103,750	\$12,466,250	\$1,000,000			\$14,570,000
2	HPE Renovation and Expansion	\$1,048,250	\$11,780,750	\$475,000			\$13,304,000
3	Computer Room Generator - Disaster Recover	\$714,000					\$714,000
4	College of Education, Human Development Building		\$720,000	\$7,920,000	\$750,000		\$9,390,000
5	Cyber Operations Security Institute Building		\$4,000,000	\$30,000,000	\$19,250,000		\$53,250,000
6	Special Events Center / Emergency Shelter		\$3,175,800	\$34,933,800	\$3,000,000		\$41,109,600
7	Mass Communications, Fine Arts and Performing Arts Building			\$3,800,000	\$41,800,000	\$1,500,000	\$47,100,000
8	Science Laboratory and Red River Watershed Mngmt Institute Building			\$960,000	\$10,560,000	\$1,000,000	\$12,520,000
<b>TOTAL:</b>		\$2,866,000	\$32,142,800	\$79,088,800	\$75,360,000	\$2,500,000	\$191,957,600

**PENNINGTON BIOMEDICAL RESEARCH CENTER**

1	Genomics & Molecular Biology Building	\$9,594,969	\$105,544,663		\$14,111,000		\$129,250,632
2	Population Science & Administration		\$2,229,167	\$27,770,833			\$30,000,000
3	Parking Structure		\$833,333	\$9,166,667			\$10,000,000
<b>TOTAL:</b>		\$9,594,969	\$108,607,163	\$36,937,500	\$14,111,000	\$0	\$169,250,632

E - Emergency

SG - Self-Generated

C - Continuing

GOB - General Obligation Bonds

RB- Revenue Bonds

FED- Federal Funds

**LOUISIANA STATE UNIVERSITY SYSTEM**

**FIVE-YEAR CAPITAL OUTLAY PLAN**

		FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	TOTAL
<b>UNIVERSITY OF NEW ORLEANS</b>							
SG-1	Affinity Housing (RB)	\$25,000,000					\$25,000,000
SG-2	New Student Union (RB)			\$60,000,000			\$60,000,000
1	Renovate Human Performance Center for Fine Arts	\$500,000	\$5,600,000				\$6,100,000
2	Science Building Mechanical Renovations	\$350,000	\$4,598,000				\$4,948,000
3	Student Services Building Renovation (Former University Center)	\$412,500	\$4,587,500				\$5,000,000
4	Central Utilities Plant Additions/Improvements	\$1,275,000	\$14,025,000				\$15,300,000
5	Student Housing Demolition			\$4,000,000			\$4,000,000
6	Information Technology Building			\$2,860,000	\$28,600,000	\$3,540,000	\$35,000,000
7	Education Building Renovation				\$15,000,000		\$15,000,000
	<b>TOTAL:</b>	<b>\$27,537,500</b>	<b>\$28,810,500</b>	<b>\$66,860,000</b>	<b>\$43,600,000</b>	<b>\$3,540,000</b>	<b>\$170,348,000</b>
	<b>GRAND TOTAL:</b>	<b>\$406,483,489</b>	<b>\$636,729,787</b>	<b>\$410,664,596</b>	<b>\$435,690,270</b>	<b>\$290,546,238</b>	<b>\$2,180,114,380</b>

E - Emergency  
 SG - Self-Generated  
 C - Continuing  
 GOB - General Obligation Bonds  
 RB- Revenue Bonds  
 FED- Federal Funds

**Board of Supervisors of Louisiana State University and Agricultural and Mechanical College  
Capital Outlay Recommendations 2010-2011 in Priority Order**

**EMERGENCIES**

PRIORITY	CAMPUS	PROJECT	2010-2011 REQUEST	TOTAL PROJECT COST
1	LSU	Main Campus: Sewer Line Replacement	\$4,305,000	\$4,305,000
2	HSCS	Replacement of Functionally Obsolete Hospital Equipment (Shreveport)	\$11,800,072	\$11,800,072
3	N HSCS	Replacement of Functionally Obsolete Hospital Equipment (EA Conway)	\$5,548,010	\$5,548,010
4	N HSCS	Replacement of Functionally Obsolete Hospital Equipment (Huey P. Long)	\$1,594,094	\$1,594,094
5	N LSU	Life Science Annex, Partial Roof Replacement and Waterproofing	\$1,480,000	\$1,480,000
6	N LSU	Patrick Taylor Hall: Roof Replacement	\$1,750,000	\$1,750,000
7	HSCS	Replacement Facility for Huey P. Long Medical Center	\$16,026,905	\$232,986,000
			<b>\$42,504,081</b>	<b>\$259,463,176</b>

**SELF-GENERATED / REVENUE BOND PROJECTS**

PRIORITY	CAMPUS	PROJECT	2010-2011 REQUEST	TOTAL PROJECT COST
1	LSU	Res Life: Laville Honors College, East Wing Renovation (RB)	\$36,150,000	\$36,150,000
2	LSU	Res Life: Residential College One, Phase II (RB)	\$43,468,000	\$43,468,000
3	N LSU	Res Life: Annie Boyd Hall, Renovation (RB)	\$15,500,000	\$15,500,000
4	N LSU	Res Life: New Residence Hall (RB)	\$63,000,000	\$63,000,000
5	LSU	Parking Facilities (RB)	\$30,195,000	\$40,750,000
6	N AG Center	Infrastructure Upgrades for Nano & Biotechnology Laboratory - H.D. Wilson (FED)	\$990,000	\$990,000
7	UNO	Affinity Housing (RB)	\$25,000,000	\$25,000,000
<b>TOTAL</b>			<b>\$214,303,000</b>	<b>\$224,858,000</b>

**CONTINUING PROJECTS**

PRIORITY	CAMPUS	PROJECT	2010-2011 REQUEST	TOTAL PROJECT COST
1	AG Center	Animal & Food Science Facilities Renov. & Modern. - Ph II	\$16,665,000	\$21,370,000
2	LSU	Choppin Hall Annex: Chemistry Lab Building (4th & 5th Floor Finish Out)	\$11,325,000	\$50,550,000
3	HSCS	Feist-Weiller Cancer Research Building (GOB/RB)	\$40,700,000	\$55,000,000
4	LSU	Renovate Old Engineering Shops for Art Department	\$14,930,000	\$15,305,000
<b>TOTAL</b>			<b>\$83,620,000</b>	<b>\$142,225,000</b>

**Board of Supervisors of Louisiana State University and Agricultural and Mechanical College  
Capital Outlay Recommendations 2010-2011 in Priority Order**

**NEW PROJECTS (NOT IN PREVIOUS CAPITAL OUTLAY BILL)**

PRIORITY	CAMPUS	PROJECT	2010-2011 REQUEST	TOTAL PROJECT COST
1	LSU	French House Renovation	\$450,000	\$5,827,000
2	HSCS	Hospital Diagnostic Support Service Renovation	\$1,252,480	\$16,780,760
3	LSU	Howe-Russell Geoscience (West) Renovation	\$1,857,000	\$23,500,000
4	UNO	Renovate Human Performance Center for Fine Arts	\$500,000	\$6,100,000
5	LSUS	Bronson Hall Renovation	\$1,103,750	\$14,570,000
6	UNO	Science Building Mechanical Renovations	\$350,000	\$4,948,000
7	AG Center	Animal & Food Science Facilities Renov. & Modern. - Ph III	\$14,160,000	\$14,760,000
8	HSCNO	Dental School Mechanical and Electrical Systems Modernization	\$803,680	\$9,944,160
9 N	LSU	College of Engineering, Chemical Engineering Building (GOB/SG)	\$3,091,600	\$38,000,000
10	LSU	Military Science Renovation	\$571,000	\$7,221,000
11	HSCS	Hospital Acute Care Patient Tower	\$6,612,600	\$89,136,200
12	AG Center	Animal & Food Science Facilities Renov. & Modern. - Ph IV	\$500,000	\$6,575,000
13 N	LSU-A	Network & Telephone Cabling Infrastructure	\$2,460,000	\$2,460,000
14 N	HSCS	Outpatient Surgery - Imaging Center	\$1,358,333	\$28,800,000
15	LSUA	Phase One Campus Parking	\$551,250	\$6,615,000
16	LSUA	Business and Education Building	\$963,240	\$11,847,630
17 N	UNO	Student Services Building Renovation (Former University Center)	\$412,500	\$5,000,000
18	HSCS	Comprehensive Care Center (E.A. Conway)	\$1,338,500	\$21,062,000
19	LSUS	HPE Renovation and Expansion	\$1,048,250	\$13,304,000
20	PENN	Genomics & Molecular Biology Building	\$9,594,969	\$129,250,632
21	LSU	Atkinson Hall Renovation	\$1,375,000	\$17,365,000
22	Ag Center	Animal & Food Science Facilities Renov. & Modern. - Ph V	\$474,000	\$6,663,000
23	LSUA	Library Flooring Asbestos Abatement & General Refurbishing	\$901,000	\$901,000
24	LSUE	Science Building Renovations	\$849,206	\$10,805,472
25	LSU	Prescott Hall Renovation	\$1,115,000	\$14,054,000
26	LSUE	Financial Aid Office Renovations	\$284,050	\$284,050
27	LSU	South Campus, Land Acquisition	\$10,000,000	\$10,000,000
28	LSUS	Computer Room Generator - Disaster Recover	\$714,000	\$714,000
29 N	HSCS	Campus Wayfinding / Directional and Locational Signage	\$90,000	\$1,080,000
30 N	UNO	Central Utilities Plant Additions/Improvements	\$1,275,000	\$15,300,000
<b>TOTAL</b>			<b>\$66,056,408</b>	<b>\$527,040,904</b>
<b>TOTAL ALL CAMPUSES</b>			<b>\$406,483,489</b>	<b>\$1,153,587,080</b>

(N) New First Year Request

<b>TOTAL #</b>				
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\* **ATTRITION ASSUMPTIONS:** Year one assumes current maximum value of awards. Annual attrition of scholarships is assumed at 25% for a four-year phase out of current program.

\*\* **TUITION INCREASES:** Annual monetary estimate assumes a 3% annual increase in tuition.

^ **GRADUATE STUDENTS** have two years of estimated awards under the current system.

# **OVERALL TOTAL** indicates the number of students on the continuing awards and the total of the initial cohort group that will begin in 2010-11. Please note that.

**REPORTING MECHANISM:**

Each year, The University of New Orleans shall be responsible for reporting to the LSU System Office and the LSU Board of Supervisors, the outcomes of the enrollment plan and scholarship program. In this annual report, the University shall outline the amount of aid awarded to each target group in the following particulars:

1. MERIT AID
2. GRANT AID (federal or state)
3. WORK-STUDY
4. STUDENT LOANS (federal or state)
5. ANALYSIS OF NEED MET (actual amount and percentage of need met)
6. STUDENTS SERVED UNDER EACH AREA (new and continuing)
7. OUTLINE OF NEW YEAR'S AWARD PLANS FOR MERIT AID, GRANT AID, WORK-STUDY, AND STUDENT LOANS

The annual report shall be submitted upon institutional approval by the UNO Chancellor and the Provost/Vice Chancellor for Academic and Student Affairs.

The above scholarship and student aid guiding principles enhancements are prepared and presented to the Louisiana State University System Staff and the Board of Supervisors based upon recommendations and approval of the following campus officials:

\_\_\_\_\_  
 Dr. Timothy P. Ryan, Chancellor  
 The University of New Orleans

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Dr. Joe M. King, Provost/Vice Chancellor  
 The University of New Orleans

\_\_\_\_\_  
 Date



## REPORT OF SYSTEM STAFF ON A SIGNIFICANT BOARD MATTER

### **New Orleans BioInnovation Center, Inc. – Approval of Plans**

To: Members of the Board of Supervisors

Date: August 27, 2009

Pursuant to paragraph E of Article VII, Section 8 of the Board Bylaws, the following is provided:

#### **1. Significant Board Matter**

This matter requires Board action pursuant to provisions of Section 4.2 of the First Amendment to Lease Agreement for Renovation, Occupancy, and Management of the Wirth Building entered into between LSU and New Orleans BioInnovation Center, Inc., effective April 11, 2005.

#### **2. Summary of the Matter**

In December, 2002, LSU entered into a lease agreement with a non-profit entity, New Orleans BioInnovation Center, Inc. (NOBIC) to allow NOBIC to use the Wirth Building, owned by LSU, for the purpose of constructing a wet lab business incubator with funding obtained from the Louisiana Department of Economic Development (LED). The lease originally provided for NOBIC to renovate the Wirth Building. However, it was eventually determined that the building was unsuitable for renovation. In April 2005, LSU and NOBIC entered into an amended lease agreement to provide for the demolition of the existing building and the construction of a new building.

Section 4.2 of the lease amendment provides for NOBIC to submit to the Board of Supervisors, and the Board to approve: (a) a proposed capital budget for the construction of the Bioinnovation Center, (b) a business plan for the balance of the term of the Renovation Lease, and (c) the feasibility of such a project (collectively, the Plans). Demolition has been completed and the NOBIC board has submitted Plans to LSU for review by the Board.

The Plans, particularly the business plan, do not meet the normal standards which would be required by the Board for approval of projects for which LSU is primarily responsible. However, funding for the NOBIC facility will come entirely from LED and grants and revenue generated by NOBIC itself, and LED is responsible for monitoring NOBIC's use of such funding, pursuant to the cooperative endeavor between LED and NOBIC. LSU has no contractual,

statutory, or other obligations to provide capital or operating funding for NOBIC or to monitor NOBIC's use of funding provided by LED or other sources.

The Secretary of Louisiana Economic Development, Stephen Moret, has expressed to LSU in writing that LED has no objection to the Board's approval of the Plans (see Attachment 1).

### **3. Review of Business Plan and Documents Related to Referenced Matter**

If NOBIC is unable to operate the wet lab facility in accordance with the terms of the lease, title to the building will revert to LSU. LSU has no other contractual or other obligations related to the facility or its construction.

The risk of most concern revealed by the business plan is its projected reliance on LED for operating funds for the first 3 years of its operations. Given current budget constraints, it is difficult to evaluate whether LED will be in a position to provide full funding, or if it cannot, whether NOBIC will be able to find other sources of funding to meet its operational needs.

### **6. Statement by campus head re. compliance with Article VII, Section 8.E.**

The submission by the campus is an implicit representation of compliance.

#### **ATTACHMENTS:**

1. Letter to Secretary Moret from General Counsel Ray Lamonica, and e-mail from Moret in reply.
2. Spreadsheet of projected revenues and expenses of NOBIC provided by NOBIC.
3. Business plan, feasibility analysis, and capital budget submitted by NOBIC (because of its length, the full packet has not been duplicated, but is available in the System office).

#### **RECOMMENDATION(s)**

It is recommended that the following resolution be adopted.

#### **RESOLUTION**

WHEREAS, the Board entered into the First Amendment to Lease Agreement with the New Orleans BioInnovation Center, Inc. (NOBIC) effective April 11, 2005, authorizing, under certain conditions, the use of certain land owned by LSU for the purposes of constructing a wet lab and business incubator (the Bioinnovation Center) which is being funded primarily by the Louisiana Department of Economic Development (LED);

WHEREAS, the First Amendment to Lease Agreement requires that before construction of the facility may commence, NOBIC must submit to the Board, and the Board must

approve, (a) a proposed capital budget for the construction of the Bioinnovation Center, (b) a business plan for the balance of the term of the lease, and (c) the feasibility of such a project (collectively, the Plans);

WHEREAS, the Plans submitted do not meet the normal standards which this Board would require for a project for which LSU is primarily responsible;

WHEREAS, LED is providing the funding for the construction of this facility and its initial operating expenses, and is responsible for monitoring the use of such funding by NOBIC under its Cooperative Endeavor Agreement with NOBIC;

WHEREAS, LED has expressed in writing that it has no objection to approval by this Board of the Plans; and

WHEREAS, LSU has no contractual, statutory, or other obligations to provide capital or operating funding for NOBIC or to monitor NOBIC's use of the funding provided by LED or other sources;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College approves the Plans submitted by the board of directors of NOBIC in light of the representation from Louisiana Economic Development that it has no objection to such approval.



Louisiana State University System  
3910 West Lakeshore Drive  
Baton Rouge, Louisiana 70808

General Counsel

225 / 578-0335  
225 / 578-0329 fax

(via E-Mail and U.S. Mail)

August 3, 2009

Stephen Moret, Secretary  
Louisiana Economic Development  
1051 North Third St.  
Baton Rouge, LA 70802

Re: NOBIC project

Dear Secretary Moret:

As you know, for some time we have been in the process of obtaining information relating to the business plan and capital construction budget plan for NOBIC. Having collected all available information, I am now in a position to recommend that the matter is finally as complete as it can reasonably be for consideration. The resolution to be presented for the Board of Supervisor's consideration will authorize the President to approve the NOBIC submittal, conditioned upon receipt of a communication stating that Louisiana Economic Development (LED) has no objection to LSU's approval (and evidence that the NOBIC Board has approved the business and capital plans, which has been requested by us). A brief summary is set forth below for your convenience.

LSU's approval of NOBIC's business plan, capital budget, and feasibility analysis is required by section 4.2 of the First Amendment to the Ground Lease between NOBIC and LSU for the property on which the Wirth Building was once located. This Amendment was required after NOBIC determined--after renovations had been planned and substantially commenced--that the existing Wirth Building was wholly unsuitable for renovation, as provided for in the initial ground lease, and needed to be completely demolished and a new facility constructed. This initial false start resulted in substantial state funds being expended without any contemplated result.

LSU has been attempting to obtain a complete package of the required documents from NOBIC for several months. We obtained a copy which is nearly complete on July 8, though it had not at that time been approved by the NOBIC Board of Directors. LSU System staff review of those documents revealed several concerns. The business plan would not meet normal standards for

projects for which LSU is primarily responsible. However, because this is a project funded by LED, and LSU has no financial responsibility for the project, we believe it is appropriate to recommend to the Board that the plans be approved, *provided that LED has no objection.*

The NOBIC submission indicates that the feasibility of the NOBIC business plan relies heavily on substantial continued funding from LED for the first several years of its operations. Your letter to me of May 28 indicates that because of the state budget cuts, LED was only able to provide about half of the funding sought by NOBIC in FY 2010. As noted in the attached summary, NOBIC has told us that notwithstanding that letter, LED was able to shift funds available from one or more other wet lab projects throughout the state to the NOBIC project, with the concurrence of the directors of those other wet labs. For FY 2010, NOBIC has represented that \$205,000 was "released" by the La. Emerging Technology Center, and that an amendment to the Cooperative Endeavor Agreement (CEA) between NOBIC and LED was being prepared to provide for those funds. NOBIC has provided no written details of any contingency plan it may have to obtain additional operating funds from non-LED sources, should the state budget constraints continue.

NOBIC provided to LSU on July 29, 2009, a copy of its CEA with LED. It is clear from that agreement that monitoring construction of the facility, and providing the funding for its construction, is the responsibility of LED, not LSU. LSU's interest is limited to taking ownership of the building, should NOBIC default on any of its contractual obligations under the Ground Lease, as Amended. LSU has no contractual obligation, either to LED or to NOBIC, to monitor the construction or the finances of NOBIC. LSU also has no obligation to provide any operating funds to NOBIC, either in the event of a shortfall in LED-provided funds or otherwise.

Accordingly under the totality of the circumstances, the President will recommend to the Board of Supervisors, at its August meeting, authorize him to approve the plans submitted by NOBIC, in accordance with the terms of the Ground Lease, provided that LED has no objection. This should eliminate the need for the meeting presently scheduled at NOBIC'S request, for August 11<sup>th</sup>, in my view. I have attached a copy of the business plan submitted by NOBIC to LSU in July.

Thank you for your assistance. If we can assist, please let us know.

Yours truly,



P. Raymond Lamonica  
General Counsel, LSU System  
J.B. Nachman Professor of Law

Copy to:       Leu Anne Greco (via e-mail)  
                  President John V. Lombardi

**From:** Stephen Moret [mailto:Stephen.Moret@LA.GOV]  
**Sent:** Wednesday, August 12, 2009 9:02 PM  
**To:** P Raymond Lamonica  
**Cc:** Steven Grissom; Leu Anne Lester Greco  
**Subject:** NOBIC

Ray,

In reference to the attached letter concerning LSU BOS approval of the proposed capital construction plan for NOBIC, LED has no objection.

Stephen Moret



**RECOMMENDATION TO APPROVE A FOOD SERVICES LEASE AGREEMENT  
WITH ARAMARK EDUCATION SERVICES, LLC  
FOR THE UNIVERSITY OF NEW ORLEANS.**

**To: Members of the Board of Supervisors**

**Date: August 27, 2009**

Pursuant to Article VII, Section 8, D.2(a) and (b) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights-of-way, servitudes, or other immovable property owned or controlled by LSU.

D.2(b) Any contract or series of related contracts for the design, construction, repair, or renovation of any building or other structures involving a total of \$500,000 or more.

**1. Summary of the Matter**

The University's campus dining program provides needed food services for students, faculty and staff, provides a revenue-generating auxiliary for the University, contributes to the social environment of the University and plays a role in the recruitment, retention and overall satisfaction of the students. It is very important that the University of New Orleans contracts with a dining service management company that has the training, experience and ability to not only ensure that quality food and services are provided based upon sound financial decisions but to also maintain a dining services environment geared to enhance the student, faculty and staff experience on campus. The dining services offered on the campus include retail operations, catering and a mandatory declining balance program for all residents of Pontchartrain Halls. In addition, the University has an agreement with the New Orleans Charter School District to provide onsite lunch service to a limited number of their schools. The total campus population is approximately 13,000 comprised of undergraduates, graduates, faculty and staff. Campus dining is an important amenity to campus life and has become even more relevant since Hurricane Katrina damaged local restaurants in the surrounding areas. The University is requesting approval by the LSU Board of Supervisors of this food services lease agreement attached as Exhibit A.

**2. Review of Business Plan**

A Request for Proposals for Food Services was issued by the University with two vendors responding. The financial terms and capital investments offered by each vendor were reviewed and analyzed. The spreadsheet attached as Exhibit B, "Value of Campus Dining Proposals to UNO", shows the differences in the two vendor offerings. The proposal submitted by Aramark Educational Services, LLC and recommended by the Review Committee offers more than four times the capital investment as the competing proposer, as well as a significantly larger lease payment and the ability to share in revenues earned above the lease payment. In addition, price increases are more favorable to students and the vendor will be responsible for all utility payments related to their food and dining operations.

The food services impact to the students was carefully considered. Exhibit C, "Student Impact Considerations for Campus Dining Responses", compares the two proposed vendor responses to the RFP in five areas benefiting students and their needs and wants.

- Retail Variety
- Board Plan (All You Care to Eat)
- Control of Student Costs

- Nutrition

The committee felt that the Aramark proposal was superior in the Board Plan, Control of Student Costs and Added Student Benefit areas. The two remaining areas, Nutrition and Retail Value, were considered to be basically equal between the two proposers.

### **3. Fiscal Impact**

The financial feasibility of the proposed vendor business plan is based upon a minimum number of 600 meal plans. Under the current food services contract, 1,353 meal plans have been purchased during the spring 2009 semester exceeding the proposed 600 meal plan minimum. The UNO Office of Admissions projects a steady growth in enrollment, including out-of-state and foreign student enrollment as shown in Exhibit D, "UNO Student Enrollment – 2003-2011". These students would utilize student housing as well as student meal plans thereby increasing revenues generated through food services. The University will also be reopening the Cove in Spring of 2010, which is expected to increase sales due to the proximity of the Cove to large numbers of faculty, staff and students located on the west side of the campus.

### **4. Description of Competitive Process**

The University of New Orleans issued a Request for Proposals for Campus Food Services on November 7, 2008. Proposals were received on January 5, 2009. Two vendors, Aramark Educational Services, LLC and Sodexo Operations LLC responded to the RFP. Chartwells Dining Services, A Division of Compass Group declined to respond. The University convened a committee as shown in Exhibit E, "Food Services RFP Review Committee", composed of faculty, staff and students to review the proposals and recommend a vendor. The committee reviewed the qualifications and credentials, financial terms, capital investment and overall quality of the dining meal plans submitted by each proposer. The successful proposer recommended by the committee was Aramark Educational Services, LLC. This recommendation was approved by the Chancellor, Vice Chancellor for Financial Services and Vice Chancellor for Campus Services.

### **5. Review of Legal Documents**

See lease attached as Exhibit A.

### **6. Parties of Interest**

Aramark Educational Services, LLC

LSU Board of Supervisors

UNO Employees Responsible for Supervision:

- Joel Chatelain, Vice Chancellor for Campus Services
- Will Peneguy, Associate Vice Chancellor for Campus Services
- Darlene Berggren, Director of Auxiliary Enterprises

### **7. Related Transactions**

None.

### **8. Conflicts of Interest**

None.

## Attachments

- Letter from Chancellor Ryan
- Campus Certification Letter
- Exhibit A "Lease by and Between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and Aramark Educational Services, LLC"
- Exhibit B "Value of Campus Dining Proposals to UNO"
- Exhibit C "Student Impact Considerations for Campus Dining Responses"
- Exhibit D "UNO Student Enrollment – 2003-2011"
- Exhibit E "Food Service RFP Review Committee"

## Recommendation

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize John V. Lombardi, President of the LSU System, or his designee, to execute a lease agreement with Aramark Educational Services, LLC for the campus dining program at the University of New Orleans.

**BE IT FURTHER RESOLVED** that John V. Lombardi, President of the LSU System, or his designee, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the lease agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors."



UNIVERSITY of  
NEW ORLEANS

OFFICE OF THE CHANCELLOR

July 24, 2009

RECEIVED

JUL 31 2009

Dr. John Lombardi, President  
Louisiana State University System  
3810 W. Lakeshore Drive  
Baton Rouge, LA 70808

PROPERTY & FACILITIES

Re: Food Services Request for Proposals

Dear Dr. Lombardi,

I am requesting that the above referenced project be placed on the agenda for consideration by the LSU Board of Supervisors at their next regularly scheduled meeting. The University of New Orleans issued a Request for Proposals for Campus Food Services on November 7, 2008. Proposals were received on January 5, 2009. The university convened a committee composed of faculty, staff and students to review the proposals and recommend a vendor. The committee reviewed the qualifications and credentials, financial terms, capital investment and overall quality of the dining meal plans submitted by each proposer. The successful proposer recommended by the committee was Aramark Educational Services, LLC. The university is requesting approval of the lease agreement by LSU Board of Supervisors.

A draft of a Board resolution for this project is attached for your use. Please let me know if any additional information is needed. Thank you for your assistance in this matter.

Timothy P. Ryan, Chancellor

cc:Jim Howell  
file



UNIVERSITY of  
NEW ORLEANS

OFFICE OF THE CHANCELLOR

## CERTIFICATION OF CAMPUS

I hereby certify that the University of New Orleans, and I as Chancellor, have complied the *Food Services Request for Proposals* with the duty to cooperate provision of Article VII, Section 8, subsection E. 9 of the Bylaws of the LSU Board of Supervisors.

Timothy P. Ryan  
Chancellor  
University of New Orleans

July 28, 2009

**EXHIBIT "A"**

**LEASE BY AND BETWEEN  
BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY  
AND AGRICULTURAL AND MECHANICAL COLLEGE  
AND  
ARAMARK EDUCATIONAL SERVICES, LLC**

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**UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE**

**LEASE FROM BOARD OF SUPERVISORS  
OF LOUISIANA STATE UNIVERSITY  
AND AGRICULTURAL AND MECHANICAL  
COLLEGE TO ARAMARK EDUCATIONAL  
SERVICES, LLC**

**THIS AGREEMENT** (the "Lease") made and entered into effective as of the 1<sup>st</sup> day of July, 2009 ("Effective Date") by and between

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**, a public constitutional corporation organized and existing under the laws of the State of Louisiana, herein represented by John V. Lombardi, President of the Louisiana State University System, duly authorized, by virtue of a Resolution of the Board of Supervisors adopted \_\_\_\_\_ 2009, a copy of which is attached hereto; with a mailing address of 3810 West Lakeshore Drive, Louisiana State University, Baton Rouge, Louisiana 70808 (Federal I.D. No. 72-6000848), telephone 225-388-2264, telecopy 225-388-5524;

(hereinafter referred to as "Lessor"); and

**ARAMARK EDUCATIONAL SERVICES LLC.**, a limited liability company organized and existing under the laws of the State of Delaware, authorized to do and doing business in the State of Louisiana, herein represented by Angel Herrera, Vice President, and Jeffrey Tushar, Vice President, duly authorized by virtue of a Resolution of the Board of Directors of said corporation, a certified copy of which is attached hereto, with a mailing address of ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania (Federal I.D.No.23-1354443), telephone 972-462-6011, telecopy 972-462-06053;

(hereinafter referred to as "Lessee");

provides as follows:

**WITNESSETH:**

**WHEREAS**, in response to a Request for Proposals for the Lease of Space for the Operation of Residential and Retail Dining Services, Request for Proposal No. 1955 (herein referred to as "RFP"), Lessee has been selected as the lessee;

**WHEREAS**, the Lessor's food services at the University of New Orleans Campus ("University," "UNO," or "Campus") provide needed services for students, faculty and staff, provide a revenue generating auxiliary for the University, contribute to the social environment of the

University and play a role in the recruitment, retention and overall satisfaction of the University's students; and

**WHEREAS**, University enters into this Lease in accordance with the authority set forth in Louisiana Revised Statutes 17:3361, *et seq.*, which requires, in particular part, construction by Lessee of improvements upon property owned by University, for the benefit of University, its faculty, students and staff.

**NOW, THEREFORE**, in consideration of (1) Lessee's obligation to construct improvements upon the Leased Premises, (2) the rental to be paid by Lessee during the term of this Lease, and (3) the mutual benefits accruing to the parties under this Lease, the parties do enter into this Lease on the following terms and conditions:

### DEFINITIONS

- A. **"Academic Year"**: "University Fiscal Year" as defined in "J" below.
- B. **"Accounting Period"**: The two (2) Accounting Periods of four (4) weeks each and one (1) Accounting Period of five (5) weeks which occur in each quarter. The September Accounting Period in 2013 shall consist of six (6) weeks.
- C. **"Agreement"**: This Agreement For The Lease of the University Food Services.
- D. **Branded concepts"**: Those food outlets installed and operated by Lessee on the University's premises under a franchise agreement between Lessee and the franchisor.
- E. **"Campus Dining Program"**: Those Resident Meal Programs, cash, catering and other related food service operations to be provided by Lessee under this Agreement.
- F. **"Cash Sales"**: All sales and/or transactions other than those of the Resident Meal Programs.
- G. **"Gross Sales"**: The total of all Cash Sales, less deductions for refunds and appropriate state and local sales taxes. Where purchases are made with credit cards or other credit vehicles, Gross Sales shall not be reduced by any amount charged to service the credit function.
- H. **"Food Service Facilities"**: The seating, kitchen, serving, office and storage areas of The Cove, The Recreation & Fitness Center, Pontchartrain Halls, The Earl K. Long Library and the University Center which are leased premises.
- I. **"Meal Programs"**: The dining plans provided to University's students residing in residence halls and also available to commuters; provided, however, that not all resident students are required to participate in the Meal Programs. University's resident students

contract with University for participation in the Meal Programs and remit payment for the Programs to the University.

J. "University Fiscal Year": July 1 through June 30 of each year.

**ARTICLE I  
GENERAL OBLIGATIONS**

**1.0 General Obligations.** Lessee shall lease from University certain property (defined herein below as the "Leased Premises") and shall conduct food service operations on said Leased Premises in accordance with the provisions of this Lease. Lessee shall construct improvements to the Leased Premises as set forth herein and shall maintain said improvements in accordance with the standards required by this Lease. In accordance with the provisions of this Lease, Lessee shall be obligated to furnish and install leasehold improvements, movable equipment, trade fixtures, and signage necessary to fulfill its obligation to provide food services hereunder.

**ARTICLE II  
PREMISES**

**2.0 Leased Premises.** University hereby leases and delivers to Lessee, and Lessee hereby leases and accepts from University, in consideration of the rental hereinafter set forth and of the agreements, conditions, covenants and terms of this Lease, the following described property:

Building	Building No. On Campus Map <sup>1</sup>	Leased Space	Space Inventory Net Area Sq. Ft.	Floor Plan Exhibit No. <sup>2</sup>
The Cove	30	Entire Facility	16,644	B
Pontchartrain Halls	28a	Convenience Store	414	F
University Center	31	Food Service Area Only	20,761	C
University Center	31	Office Space, Servery	1,806	C
University Center	31	Coffee Shop	394	C
Recreation & Fitness Center	32	Concession Area Only	275	D
Earl K. Long		Concession Area Only		

<sup>1</sup>The Campus Map is attached hereto and made a part hereof as Exhibit "A."

<sup>2</sup>Each floor plan is attached hereto and made a part hereof as the indicated exhibit. The Cove is scheduled for completion 2009.

Library	12	<i>Total</i>	840 41,134 sq ft	E
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collectively the "Leased Premises" or "Premises". The Cove is scheduled for repair and should reopen during the fall 2009.

**2.1 Change in Leased Premises.** Due to the destruction of dining areas by Hurricanes Katrina and Rita in 2005 and the ongoing renovations thereto by the University, the parties acknowledge that in the future it may be necessary to amend this Lease to add to the Leased Premises or to delete certain parts of the Leased Premises from the Lease. In the event that the parties agree to amend the definition of Leased Premises to add or delete areas from the Leased Premises, any contract adjustments, such as Base Rent increases or decreases, necessary to accommodate such addition or deletion of any part of Leased Premises shall be evaluated and agreed upon by the Lessee and the University. All additions and deletions to the Leased Premises shall be effected by addendum to this Lease and may be approved on behalf of the University by the Chancellor of UNO or his designee

### ARTICLE III TERM

**3.0 Term.** This Lease is made for a term of ten (10) years, commencing on the Effective Date hereof (the "Commencement Date") and ending at midnight on the final day of the ten (10) year period, subject to earlier termination in accordance with the provisions of this Lease. This Lease may be extended for additional periods by mutual agreement of the parties.

### ARTICLE IV RENT AND EQUIPMENT REPLACEMENT

**4.0 Rental.** In addition to other consideration set forth in this Lease, Lessee agrees (1) to pay to University during the lease term, without any prior demand therefore and without any set offs or deductions whatsoever, the Base Rent and any Percentage Additional Rent and (2) to set aside amounts for Equipment Repair and Replacement as set forth in this section.

**4.1 Base.** Lessee agrees to pay University during the lease term the Base Rent of ONE HUNDRED AND EIGHTY THOUSAND and NO/100 DOLLARS (\$180,000.00) per year, which payment is guaranteed and payable in four equal payments of FORTY FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) each July 1st, October 1st, January 1st, and April 1st, during each year of this Lease. Should Lessee fail to pay the Base Rent due to University under this Lease as provided herein, such unpaid sum shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid.

**4.2 Percentage Rent.** In the event that commissions on Gross Sales (as calculated below) exceed, in any operating year, the Base Rent, then, Lessee agrees to pay to University, as

additional rent ("Percentage Rent") during each lease year or partial lease year, a sum equal to excess Percentage Rent as follows. Gross Sales are total sales of goods or food items by Lessee transacted pursuant to the rights granted by this Lease less applicable sales taxes and refunds. Where purchases are made with credit cards or other credit vehicles Gross Sales shall not be reduced by any amount charged to service the credit function.

Percentage Rent	Tier of Gross Sales
4%	Less than \$5,000,000.00
5%	\$5,001,000.00 - \$7,000,000.00
6%	\$7,001,000.01 - \$8,000,000.00
7%	\$8,001,000.01 - \$15,000,000.00

The parties acknowledge that circumstances may warrant a revision in these percentages. Although no such change may be made without the consent of both parties the parties will discuss any such changes in good faith.

At the end of each operating year, in the event that Percentage Rent (calculated as set forth above) exceeds the Base Rent, then Lessee shall pay to Lessor an amount equivalent to the difference of (i) Percentage Rent minus (ii) Base Rent already paid to Lessor.

**4.2.1 Payment Where Proceeds Are Collected by Lessee.** Lessee will operate on the basis of twelve (12) Accounting Periods. Payment of Percentage Rent in accordance with Section 4.2 to University on all sales for which the proceeds of the sale are collected by Lessee shall be made no later than thirty (30) days following the last day of the operating year during which such sales were recorded.

**4.2.2 Payment on Meal Plan Accounts.** With respect to Meal Plan accounts wherein University collects funds on behalf of Lessee, University shall collect those amounts as agent for Lessee and shall remit such amounts to Lessee in accordance with section 9.0 herein.

**4.3 Additional Rent.** Lessee will pay for utilities (subject to the cap thereon in Section 8.13), trash removal and other operating costs specifically set forth in this Lease that may be requested of Lessor as additional rent.

**4.4 Equipment Repair and Replacement.** Lessee is obligated to acquire and provide any equipment necessary to operate the Leased Premises and fulfill Lessee's obligations pursuant to this Lease. In satisfaction of that obligation, Lessee may utilize certain Lessor-owned dining service movable equipment, trade fixtures, and signage as agreed to by the parties. A perpetual list of the inventory so utilized by Lessee shall be kept by Lessee and University. Lessee shall determine those items which it wishes to utilize and which shall be placed on the inventory, but to the extent Lessee chooses not to utilize University-owned equipment, Lessee must purchase and provide comparable or necessary equipment.

Beginning July 1, 2009, and continuing for the term of this Lease, Lessee shall provide, on an annual basis, an equipment repair and replacement fund (the "ERR Fund") to be used to repair or replace Major Equipment (as defined in Section 8.3.1) necessary to operate the Leased Premises and fulfill Lessee's obligations pursuant to this Lease until the Lease expires or is terminated. The ERR Fund for the first year of the Lease shall be FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00). The amount of the ERR Fund shall increase by 3.5% per year, effective on each anniversary of the effective date of this Lease. On June 30<sup>th</sup> of each year of this Lease, any amounts remaining in the ERR Fund shall roll over and shall be available in successive operating years. During the term of the Lease the funds in the ERR Fund shall belong to Lessee, but at the conclusion of the term of this Lease or upon early termination as provided herein, any funds remaining in that Fund shall be paid to Lessor. If Lessee has expended the entire reserve accumulated in the Equipment Repair and Replacement Fund, and if Lessee is unable to find suitable replacement equipment among the equipment owned by Lessor and available for substitution, then Lessee may elect: (a) to charge the cost of replacement against accruals in the Equipment Repair and Replacement Fund for future months, or (b) defer the replacement until such item, if any, as the Equipment Repair and replacement Fund has attained a sufficient balance. The expenditure of these funds shall be mutually agreed upon by both both parties.

**4.5 Payment of Rental and Reimbursement** Checks for Rent and other payments hereunder shall be payable to The University of New Orleans c/o the Office of Auxiliary Services, and are to be submitted timely to:

Director of Auxiliary Services  
University of New Orleans  
2000 Lakeshore Drive  
New Orleans, LA 70148

**4.6 Internal Transactions** By mutual agreement of Lessee and University, Lessee shall provide food services to University departments payable through University Interdepartmental Invoices (IDs).

**4.7 Catering Fund**. During the term of this Lease and any extension thereof, Lessee shall provide an annual fund of Ten Thousand and no/100 Dollars(\$10,000.00) for catering services to be used for support of student development, recruitment and retention events held on campus and open to the University community. All catering utilizing this fund shall be based upon Lessee's then-current catering pricing. Allocation of this catering fund shall be determined by the Director of Auxiliary Services or his/her designee based on applications made by recognized UNO departments and student organizations. Amounts in the catering fund shall be non-transferable to other uses under this Lease and do not carry over into the next Fiscal Year.

## ARTICLE V DEPOSIT

**5.0 Security Performance Bond**. Upon the execution of this Lease by both parties, Lessee shall provide to Lessor a performance and labor and materials bond securing the performance

by Lessee of all of its obligations hereunder in the amount of ONE MILLION (\$1,000,000.00) DOLLARS drawn in favor of The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. Any performance bond(s) shall be written by a surety or insurance company licensed to do business in the State of Louisiana and currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register or by a Louisiana domiciled insurance company with at least an A-VI rating in the latest printing of the A. M. Best's Key Rating Guide and approved to write individual bonds up to ten percent (10%) of policyholder's surplus as shown in the A. M. Best's Key Rating Guide or by an insurance company that is domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. The security performance bond will be renewed annually.

**5.1 Letter of Credit.** Alternatively, Lessee may provide a letter of credit in the amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) drawn on a bank acceptable to University, containing terms and conditions acceptable to University, drawn in favor of University and securing Lessee's obligations hereunder.

## ARTICLE VI PREMISES

**6.0 Use of Premises** Lessee has the exclusive right to provide food services within the Leased Premises as set forth herein and for no other purpose, unless agreed to by University. Lessee will conduct itself and cause its personnel to conduct themselves in a careful and prudent manner and not permit the use of the Leased Premises for any purpose other than as set forth herein. University shall not allow any commercial use to be made of Leased Premises other than by Lessee.

With the written permission of the Lessee, the University may request the right to use the Leased Premises for programs conducted outside of the normal food service operational schedule. In such event, University will, following such use, restore the Leased Premises to their condition prior to such event at its expense.

## ARTICLE VII CONSTRUCTION AND OWNERSHIP OF IMPROVEMENTS

**7.0 Obligation to Construct.** In consideration of University's agreement to enter into this Lease for the term set forth elsewhere herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessee shall make a financial commitment to University in an amount not to exceed TWO MILLION, TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,200,000.00) (the "2009 Financial Commitment"). University agrees to invest, with Lessee to construct, the 2009 Financial Commitment in food service facility renovations and in the purchase and installation of food service equipment, area treatment, signage and marketing materials and other costs associated with the Campus Food Service Program on University's premises, as described in Exhibit "G" attached hereto. Any equipment purchased by Lessee on University's behalf shall be purchased as a "sale-for resale" to the University. University shall hold title to all such equipment (with the exception of those items which bear the name of Lessee, its logo,

or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. University acknowledges that it is a tax-exempt entity and will provide Lessee with a copy of the appropriate tax-exempt certificate. In the event that the costs of the projects exceeds the amount of the 2009 Financial Commitment, and such increased costs are not attributable to Lessee's negligence, then either, at University's option, (i) Lessee and University will mutually agree upon reductions in the scope of the Projects in order for the Projects to be completed at a cost that does not exceed the amount of the 2009 Financial Commitment or (ii) the University will be responsible for the amount of any such excess costs. The term "leasehold improvements," as used in this Lease shall refer to all improvements permanently affixed to the Leased Premises and made by Lessee at any time during the term of this Lease. All other improvements by Lessee not permanently affixed to the Leased Premises but for the use or benefit of the Leased Premises and purchased either pursuant to this paragraph 7.0 or paragraph 4.2 or paragraph 8.3.2 shall be referred to as "movable equipment, trade fixtures, and signage." The initial capital improvements required hereby shall be made in accordance with Exhibit "G" unless otherwise agreed to in writing by the Lessee and appropriate University personnel in accordance with the provisions of this Lease. Prior to the beginning of construction, Lessee shall provide to the University a Performance and Labor and Materials Bond in the amount of any construction contract with the University for any additions, alterations, improvements, and construction made to the Leased Premises.

Lessee shall amortize the 2009 Financial Commitment on a straight-line basis over a period of ten (10) years commencing upon the complete expenditure of the 2009 Financial Commitment.

Upon expiration or termination of this Lease by either party subject to the provisions of Section XI herein and prior to the complete amortization of the 2009 Financial Commitment, Lessor shall, at its option, either (a) reimburse Lessee for the unamortized balance of all capital investments as of the date of expiration or termination and (b) require Lessee's successor contractor to reimburse Lessee for the unamortized balance of all capital investments as of the date of expiration or termination. In the event such amount is not paid to Lessor within thirty (30) days of presentation to Lessor or successor Lessee of a complete, documented statement of the unamortized expenditures, Lessor or successor Lessee shall agree to pay interest on such amount at the rate of "prime" plus two (2) percentage points per annum, computed monthly from the date of presentation of the statement of unamortized expenditures to the date paid.

**7.1 Brand Refresh Funding.** Lessee shall accrue TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) in years one and two, FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) in years three through five and SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) in years six through ten; for a total of FIVE HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$575,000.00) in a fund to be used to refresh and improve facilities (the "Brand Refresh Fund"), as mutually agreed upon by Lessee and University during the term of the Lease. Unused amounts remaining in the Brand Refresh Fund at the end of any operating year shall be available for use in future years of operation.

**7.2 Construction of Certain Improvements.**

(a) Subject to the funding limits on the 2009 Financial Commitment set forth in Section 7.0 of this Lease, Lessee shall (1) construct the above described leasehold improvements and other facilities improvements in a good and workmanlike manner on the Leased Premises, in accordance with plans and specifications approved by the University; (2) procure all necessary permits and governmental approvals for the erection of the leasehold improvements and movable equipment, trade fixtures, and signage; (3) provide for labor, services, materials and supplies used or furnished in construction of the leasehold improvements and movable equipment, trade fixtures, and signage and the construction and installation of utility services or other facilities; (4) supervise and control all aspects of the construction, furnishing and equipping of the leasehold improvements and the movable equipment, trade fixtures, and signage; and (5) during construction comply with the provisions of this Section 7.2 and with any other applicable provisions of this Lease. All facility improvement capital investments must be agreed upon in writing by University and Lessee prior to commencement of any work and must otherwise be made in accordance with this Article VII.

(b) Insurance During Construction:

Prior to construction, Lessee shall obtain at its own cost and expense, or shall cause its contractor or subcontractors to obtain, insurance that is required by Article XII of this Lease.

(c) Selection of General Contractor/Bonds/Builder's Risk:

Lessee shall select and engage a general contractor or contractors duly licensed in Louisiana to perform the contemplated work, who shall be required to provide a performance and labor and materials payment bond with an acceptable corporate surety in the full amount of the applicable contract price. Lessee will, or will cause its contractors or subcontractors to, carry all-risk builder's risk insurance which shall protect against any damage or loss caused by Lessee or its contractors during the construction up to the full replacement value of any work damaged or destroyed; Lessee shall be responsible for any deductible. In addition, Lessee shall require its general contractor to provide worker's compensation insurance and general comprehensive liability and automobile liability insurance providing Lessee and University coverage for all claims for bodily injury or property damage arising out of the construction work. Evidence of the recorded construction contract and recorded contractor's bond recorded with the Recorder of Mortgages for the Parish of Orleans and builder's risk insurance and liability insurance shall be delivered to the University prior to the commencement of any construction work.

(d) Approval of Plans and Specifications:

Lessee shall secure University's approval of all plans and specifications for the construction of the improvements prior to the commencement of any work, which approval shall not be unreasonably withheld.

(e) Change Orders and Modifications:

Lessee shall secure prior written approval from the Assistant Vice President & Architect for the Louisiana State System Office or his designee for all revisions to plans and specifications exceeding FIFTY THOUSAND AND NO DOLLARS, (\$50,000.00) prior to any revisions or alterations to the improvements or the plans thereof, which approval shall not be unreasonably withheld.

(f) Inspection of Right of Access:

University at all times during construction shall have full access to the Premises in order to inspect the construction site and the progress of the construction of the improvements.

(g) Certificates; Bonds:

Lessee shall provide to the University, upon completion of construction, a clear lien certificate from the Clerk of Court for Orleans Parish; Lessee shall, or shall require its contractors or subcontractors to, bond out or otherwise remove any liens filed against the University or the Premises resulting from the construction within ten (10) days of the filing of said lien.

(h) Commencement and Completion Date of Construction:

Lessee shall use all reasonable efforts to cause the construction, furnishing and equipping of the improvements to the Leased Premises to begin within sixty (60) days of the delivery to Lessee of appropriately-prepared premises for the work to be performed by Lessee, and shall use all reasonable efforts to complete said construction within six (6) months of commencement of construction.

(i) Utilities, Sewerage and Telephones:

During construction, University shall provide access to public utilities, including gas, electricity, water, chilled water, heating water, sewerage and telephone lines to the perimeter of the site of the Leased Premises. Leased Premises may be individually metered for these utility services. All installation routes for utility services must be approved by the University prior to installation. To the extent that Lessee is responsible for the cost of such utility service, such costs will be included in the calculation of Lessee's financial responsibility under the Utilities Reimbursement Cap.

(j) Quality, Material and Workmanship:

All materials, equipment and appliances furnished by the Lessee shall be new and of appropriate quality as measured by the general standards of the trade, and any material defects in any material, equipment or appliances that would cause rejection in terms of generally-accepted practices within the trade will be a default under this Lease.

(k) General Building Requirements:

Plans and Specifications for any additions, alterations, improvements and/or construction must receive the prior approval from the University, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (and the Office of Facility Planning and Control, Division of Administration for compliance with the building codes in accordance with La. R.S. 40:1721-1724), before any construction begins. In addition, at no cost to the University or the Board of Supervisors, the Office of Facility Planning and Control will review any plans and specifications to ensure compliance with its design and construction standards, and the Office of Facility Planning and Control may participate in regular construction meetings. All construction, alteration, renovation, or additions to the Leased Premises undertaken by the successful Proposer shall be in conformance with all applicable laws, statutes, codes, rules and regulations, and applicable amendments thereto. All work shall be covered by a written contract with a Performance and Material & Labor Bond in the full amount of the contract.

The building exterior must conform with existing University buildings and University's building standards. Requirements are as provided by "Campus Design Guidelines of University of New Orleans" as approved by the Louisiana State University Board of Supervisors. Exterior signage and lighting must be submitted to the University for approval.

**7.3 Ownership of Leasehold Improvements.** Leasehold improvements made by Lessee at any time are component parts of the Leased Premises. Upon final completion of construction of the improvements and issuance of the occupancy certificate and upon complete amortization of the unamortized balance of any applicable capital investment, all leasehold improvements shall become the property of and belong to University.

**7.3.1 Ownership of Movable Equipment, Trade Fixtures, Signage, and Improvements Other Than Leasehold Improvements**

(a) Movable equipment, trade fixtures, and signage shall belong to Lessee during the term of the Lease but at the sole discretion of University shall become the property of University at the expiration or at the termination of the Lease. Should University choose not to take ownership, Lessee shall be required to remove movable equipment, trade fixtures, and signage, repairing any damage caused thereby.

(b) Major Equipment and replacements for the Minor Equipment and supplies obtained from the University as described in 8.3.2 (to the extent not already owned by University) shall become owned by University upon termination of Lease whether by expiration of its term or otherwise at no cost to University. Lessee agrees to execute any and all documents necessary to effectuate the provisions of this paragraph.

(c) In addition certain movable equipment, trade fixtures, and signage may be proprietary to a third party or Lessee and, therefore, not subject to the obligation to transfer ownership to University. To the extent that such items were purchased utilized 2009 Financial Commitment funding, Lessee will credit Lessor with the residual value thereof. Notification of the applicability of this provision to any such items shall be provided to University by Lessee in writing.

(d) All personal property acquired by Lessee except movable equipment, trade fixtures, and signage, shall be referred to in this Lease as "Additional Equipment." The Additional Equipment shall be and remain Lessee's sole property and may be removed from the Leased Premises upon expiration or earlier termination of this Lease as provided in Section 11.4 for "property owned or leased by Lessee." At University's option, it may purchase from Lessee at or prior to the expiration or earlier termination of this Lease, all Additional Equipment owned by the Lessee and located on University property. Said purchase shall be for a price which equals the lower of (1) the appraised value of the property to be purchased as determined by an independent appraiser chose by University or (2) the unamortized amount applicable to the property as determined by an independent certified public accountant chosen by Lessee.

(e) To the extent that any of the items in Sections 7.3.1(a) through 7.3.1(d), above, were purchased utilized 2009 Financial Commitment funding, then title to such items shall only vest in Lessor in accordance with the terms of the 2009 Financial Commitment.

**7.4 Lessor's Supervisory Duties.** All work shall be performed to the approval of the University's Department of Facility Renovation and Design at no cost to the University (and without any charge to Lessee), except those costs associated with the supervisory duties of the University's Department of Facility Services. All equipment installation and removal, and utility connections where required and/or alterations of the Leased Premises will be done to the approval of the University's Department of Facility Renovation and Design. University shall have no responsibility or liability for the work performed pursuant to this Lease. All modifications necessary to implement any of Lessee's capital needs or plans will be the responsibility of the Lessee except for access to utilities otherwise provided herein.

**7.5 Future Improvements and Alterations to Leases Premises** All proposed facility improvement capital investments, including but not limited to those improvements which satisfy Lessee's obligation to construct pursuant to paragraph 7.0, must be agreed upon in writing by the Lessee and the Chancellor of the University of New Orleans or his designee and may require approval of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

**7.6 Records.** Lessee must provide complete and accurate records of all costs associated with construction or renovation projects on the University's campus to the University with those costs associated with leasehold improvements separately identified and scheduled from those costs associated with movable equipment, trade fixtures, and signage.

**7.7 Prior Capital Investment.** Pursuant to the terms of a prior agreement between the parties, Lessee expended an amount equivalent to \$249,182.28 (the "Prior Investment") for certain facilities renovations and equipment utilized in the University's dining services program. The Prior Investment was to be amortized, on a straight-line basis, over a period of forty-nine (49) months, commencing in October 2007 and ending in December 2011. As of the effective date of this Lease, the outstanding unamortized balance of the Prior Investment is \$146,577.79.

Lessee shall continue to amortize the unamortized balance of the Prior Investment on a straight line basis over a period of twenty-nine (29) months commencing in July 2009 and ending in December 2011.

Upon expiration or termination of this Lease by either subject to the provisions of Section XI herein and prior to the complete amortization of the Prior Investment, Lessor shall, at its option, either (a) reimburse Lessee for the unamortized balance of the Prior Investment as of the date of expiration or termination and (b) require Lessee's successor contractor to reimburse Lessee for the unamortized balance of the Prior Investment as of the date of expiration or termination. In the event such amount is not paid to Lessor within thirty (30) days of presentation to Lessor or successor Lessee of a complete, documented statement of the unamortized expenditures, Lessor or successor Lessee shall agree to pay interest on such amount at the rate of "prime" plus two (2) percentage points per annum, computed monthly from the date of presentation of the statement of unamortized expenditures to the date paid.

## ARTICLE VIII PREMISES AND OPERATION OF PREMISES

**8.0 Access to Premises.** The Lessee shall have access to the Leased Premises throughout the term of the Lease ending upon expiration or termination of the Lease. Such access, in the form of keys, will be obtained by the Lessee through the Department of Facility Services, at the expense of the Lessee.

Any access provided to the Lessee by the University in the form of keys, electronic access cards, etc. will be the responsibility of the Lessee. Loss, damage or theft of such access materials requiring replacement of access materials or related equipment such as locks, electronic card readers, etc., shall be replaced by the University at the sole expense of the Lessee, and the cost of such replacement shall constitute rent hereunder and shall be paid by Lessee to University at the time of the next following Base Rent payment.

**8.1 Facilities Decor and Design.** Lessee shall provide high quality food products with high quality customer service, in an attractive, modern, clean, customer friendly physical environment. The physical design and decor of both the interior and exterior of all food facilities operated on the Leased Premises by the Lessee shall complement and maintain the physical and visual integrity of the individual buildings as well as the entire University campus. Any and all designs and/or decor plans and alterations must be approved by University prior to implementation. Lessee's operations on the University's campus must not detract in any way from the University's integrity and mission and the appearance of the University's campus and facilities.

**8.2 Maintenance and Repair of Leased Premises.** Lessee is responsible for the daily upkeep and routine maintenance of all dining room areas, including, but not limited to, bussing of

trays, cleaning of tables and chairs, emptying and replacing of garbage liners, sweeping and mopping of floors as needed to keep a neat and attractive appearance consistent with University's standards. Lessee is responsible for all sanitation duties for the daily operation of the service and kitchen areas as well as all storage, office, restrooms and receiving areas, and Lessee is solely responsible for ensuring that sanitation standards are maintained in accordance with all federal, state and local laws or standards.

Lessee will be responsible for all costs related to periodic steam cleaning hoods, ducts, plenums, and related units and fans. All such costs shall be applied against the ERR Fund.

Lessee will be responsible for all costs and maintenance of insect and pest control in all Leased Premises for storage, production, services, and dining. Lessee must follow the University's specifications for insect and pest control. The cost of this service will be paid by Lessee.

University shall maintain appropriate insurance covering, and shall be responsible for damage to real property and any necessary repairs to the roof, floor under structure, exterior structure, exterior walls and exterior glass, foundation of all buildings in which Leased Premises are located, pavement and for replacing any portion of the building or exterior improvements (e.g., roof, pavement or air conditioning equipment) which is beyond repair or has exceeded its useful life. University shall be responsible for repairs and maintenance for items which are under warranty running to University, whether express or implied but only during existing warranty periods; thereafter such items if used by Lessee shall be responsible for repairs and maintenance, the cost of which shall be applied against the ERR Fund. Lessee shall be responsible for all repairs and maintenance for items which are under warranty running to Lessee, whether express or implied during existing warranty periods and after the warranty periods have expired, the cost of which shall be applied against the ERR Fund.

**8.3 Equipment and Supplies Provided by UNO.** University will permit Lessee to utilize certain equipment and supplies owned by University in accordance with the provisions set forth herein below. No University owned equipment will be removed from the Premises for any purpose without prior written consent from the University, except for items used for catering purposes, in which case they will be returned to the Campus as soon as reasonable after the catered event. Lessee will provide, at its own expense, any and all necessary equipment not provided by the University. All equipment owned by Lessee shall be clearly labeled (including an identification number) in a manner which distinguishes such Lessee owned equipment from University owned equipment. Lessee will provide the University with an annually updated inventory list of all equipment owned solely by the Lessee and located on the Campus.

All costs, except as otherwise provided herein, for repairs and maintenance of University-owned equipment considered part of the inventory of supplies and equipment utilized by the Lessee shall be borne by the Lessee (subject to, and applied against, the ERR Fund) as outlined in Article 4.4. The Lessee will provide daily preventive and on-site maintenance services as scheduled by the Lessee and agreed upon by the University and as described on Exhibit "J". Any University-

owned equipment utilized by the Lessee which the Lessee deems no longer useful will be removed from the inventory list charged to the Lessee and picked up by the University.

**8.3.1 Use of Lessor's Major Equipment.** The parties agree that Lessee shall utilize Major Equipment in the operation of the facilities on the Leased Premises. "Major Equipment" shall be defined as only items having an original cost of at least \$1000.00 before tax. Lessee shall repair and maintain Major Equipment and, when necessary and desirable, shall replace (utilizing, and limited to, any funding available therefor in the ERR Fund) any such Major Equipment that becomes obsolete or unusable. Upon replacement, the item of University's Major Equipment so replaced shall be removed from the inventory and the new equipment (so long as it is not permanently installed in the Leased Premises) shall be the property of the Lessee during the term of the Lease. Ownership upon termination of the Lease shall be governed by Section 7.2 herein. Amounts expended by Lessee in replacement of Major Equipment in accordance with this subparagraph shall be deducted from the Brand Refresh Fund described in Section 7.1 of this Lease.

The inventory list of the University-owned Major Equipment shall be binding upon the parties. Based thereon, Lessee will maintain current records of Major Equipment furnished by the University for its use, indicating the addition, replacement and/or removal of University-owned equipment in accordance with Louisiana Property Control Regulations. This shall include the completion of an Annual Property/Equipment Report performed by personnel from the University and the Lessee.

**8.3.2 Use of University Minor Equipment and Supplies (non-food items).** In consideration for the rent payable hereunder, Lessee may use the University's inventory of food service related equipment and non-food supplies (herein "Minor Equipment"), other than motor vehicles and other than Major Equipment in performance of the Lease. A separate inventory of such Minor Equipment will be taken prior to commencement of the Lease term to establish equipment and supply items and levels. Said inventory will be conducted by University and Lessee's personnel in order to establish an agreed upon inventory. Items not used by Lessee may be stored or disposed of by University at its sole discretion. Equipment and/or supplies which the Lessee does not wish to utilize shall not be included in the inventory. The Minor Equipment shall remain the University's property throughout the term of this Lease, and Lessee shall maintain the inventory at that level by repairing, maintaining, purchasing, and replacing items which are lost or damaged, title to which replacement items shall be in University. The inventory shall be repeated no less than annually on an agreed upon date by the University and Lessee. Also, at the termination of the Lease, whether by expiration of its term or otherwise, inventory of said equipment and supplies shall be conducted by University's and Lessee's personnel, and Lessee shall reimburse the University for missing or damaged equipment and/or supplies and shall ensure that the inventory list is the same as at the time of the inception of the Lease. Title to said inventory will be transferred to University, to the extent not already owned by University. Lessee may retain ownership of equipment described hereunder in excess of the initial inventory level. Replacement of Minor Equipment in accordance with this subparagraph shall not be counted toward the fulfillment of Lessee's monetary obligations set forth in Section 7.0 herein.

**8.3.3 Additional Inventory, Equipment and Supplies (Food and Disposable Service Items).** At all times Lessee shall maintain a minimum level of all single service disposable wares, utensils, paper goods, and other supplies, to provide emergency service.

8.4 Reserved

**8.5 Food Service Operating Plan.** Lessee shall perform in accordance with and shall fulfill the obligations set forth in the Food Service Operating Plan attached hereto and made a part hereof as Exhibit "H" unless otherwise provided for in the Lease or agreed in writing by Lessee and University.

**8.6 Price Increases.** Requests by Lessee to increase prices for food and services offered by Lessee hereunder must be made by the Lessee to the Office of the Director of Auxiliary Services. Requests by Lessee to increase prices for food and services offered by Lessee hereunder must be made by the Lessee to the Office of the Director of Auxiliary Services. Price increase requests affecting Meal Plans must be made by an agreed upon date of each year and approved in writing by the Director of Auxiliary Services for the following academic year and summer semester. Requests for price increases will be reviewed as requested and evaluated by the Lessor on the basis of thoroughly documented need provided by the Lessee. Requests for price increases will be evaluated by the University on the basis of thoroughly documented need provided by the Lessee. The University reserves the right to reject price increases; however, no such rejection shall be on an arbitrary basis or approval unreasonably withheld. No prices of foods and other items offered for sale on the Leased Premises or pursuant to this Lease may be increased without the prior written consent of the Director of Auxiliary Services. Some summer camps, conference groups, or other special programs occurring on the Campus often require advance price quotes for provision of dining services.

The financial terms set forth in this agreement and other obligations assumed by the Lessee hereunder are based on conditions in existence on the date Lessee commences operations, including by way of example, University's student population; labor, food and supply costs; and federal, state and local sales, use and excise taxes. In addition, Lessee has relied on representations regarding existing and future conditions made by University in connection with the negotiation, execution of this Agreement. In the event of a change or the inaccuracy or breach of, or the failure to fulfill, any representations by University, the financial terms and other obligations assumed by Lessee shall be negotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach.

**8.7 Advertising and Signage.** All advertisements to be used by Lessee hereunder, regardless of media used, must be approved by prior written consent of the Director of Auxiliary Services or his designee. Advertisements or promotions on or in the Leased Premises for products or services not specifically related to providing of food services is forbidden. Lessee agrees it will not advertise or promote its relationship with the University or utilize any identifying marks or property of University, nor make representation, either expressed or implied, as to the University's promotional endorsement of the Lessee's company unless it has received prior written consent from University. Signage is not permitted on the exterior glass, windows or walls of the Leased Premises

without prior written consent of the University. Lessee will maintain any approved advertising and signage materials in good condition and repair at all times.

**8.8 Expense of Operations.** Lessee will contract in its own name for those goods, services and personnel needed to accomplish its obligations under this Lease. Lessee shall not implicate the University as being liable either directly or by inference in any of its business transactions. It shall conduct its business in such a way as to indicate to all third parties that its operations are separate and distinct from the University's and the University is not liable for its activities.

**8.9 Safety and Sanitation.** Lessee shall provide daily housekeeping, cleaning, preventive maintenance of equipment and sanitation service for Leased Premises, and necessary commercial equipment and supplies for all assigned food service areas. These areas shall include, but not be limited to, production and serving areas, dining rooms, snack bars, delis, bakeries, refrigerators, freezers, receiving and storage, trash and garbage, employee locker areas, restrooms, offices, hallways and stairs or elevators used by the Lessee.

**8.10 Patents and Copyrights.** Lessee shall pay all costs, fees and royalties arising from or associated with the Lessee's use of copyrights, trademarks, patented materials, equipment, devices or processes used in the operation of, or incorporated in, the provision or marketing of the Lessee's dining services on the Leased Premises. Lessee shall defend, indemnify, and hold harmless Lessor, the University, their agents, officers, board members, employees, and anyone for whom Lessor or University may be liable (collectively for purposes of this paragraph, "Indemnities") from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees at both trial and appellate levels to or for an attorney of Lessor's choosing, for any claims for damages arising solely and directly out of any allegations of antitrust violation, unfair trade practices, misappropriation of trade secrets or breach of confidentiality and/or copyright, patent, trademark, service mark and/or trade name infringement by Lessee or by anyone for whom Lessee may be responsible, including but not limited to Lessee's associates, affiliates, directors, officers, employees, sublicensees and/or assignees, but excluding any claim arising out of Lessee's use of a copyright, trademark or patented material equipment, device or process at University's direction.

**8.11 Hours of Operation.**

**8.11.1 General Hours of Operation.** All proposed days and hours of service for the fall, spring and summer semesters, as well as holidays and academic breaks, shall be reviewed and approved in writing by the Office of the Director of Auxiliary Services at least ninety (90) days before the commencement of each fall, spring or summer semester. Changes to the schedule require the Director of Auxiliary Services' prior written approval.

**8.11.2 Special Events.** Lessee, at the discretion of University, may be required occasionally to operate some or all of the cash food service operations on the Campus for special events on weekends or holidays. In such event, the parties will mutually agree, in good faith, upon the additional hours for which, or the different location for which, an existing facility must operate.

**8.13 Utilities and Services.** University will be responsible for providing electricity, gas, steam, water, sewer service, dumpster service for trash and garbage, and air conditioning, where applicable, to the site of the Leased Premises.

University shall charge Lessee, subject to the cap set forth herein, for utilities utilized by Lessee in its operations in the Leased Premises. The maximum utilities charge to the Lessee (the "Utilities Reimbursement Cap") will be \$100,000.00 for the first year of the term. The amount of any Utilities Reimbursement Cap in any operating year subsequent to the first operating year of this Agreement shall not exceed the sum of (a) Utilities Reimbursement Cap during the previous operating year of this Agreement ("Prior Year Utilities Reimbursement Cap") plus (b) the product of (A) Prior Year Utilities Reimbursement Cap multiplied by (B) an amount equivalent to the percentage (if any) by which the CPI Fuel and Utilities Component for the month of July of the preceding calendar year, exceeds the CPI Fuel and Utilities Component for the month of June of the current calendar year. The term "CPI Fuel and Utilities Component" means the "Fuel and Other Utilities" component of the Consumer Price Index for All Urban Consumers published by the United States Department of Labor, or a similar index if that index is not available.

Where meters are available, Lessee's utilities reimbursement (which shall be, in any event, subject to the Utilities Reimbursement Cap set forth above) will be calculated based upon actual usage. Where meters are not available, ARAMARK's utilities reimbursement (which shall be, in any event, subject to the Utilities Reimbursement Cap set forth above) will be calculated based upon the utilities cost per square footage of the facility/facilities in which food service operations are housed multiplied by the total square footage allocated to food service within the facility/facilities.

Charges for other services provided by University hereunder which may be allocated or charged to Lessee in accordance with the terms of this Lease shall be invoiced by University to Lessee and paid by Lessee within thirty (30) days thereof. The University will make reasonable efforts to provide continuous provision of utilities and to restore service following any interruption. However, the University will not be liable for any product or revenue loss which may occur as a result of the interruption or failure of any such utility.

Lessor will furnish and maintain fire extinguisher equipment and supplies. Lessee will notify University immediately after any fire extinguisher use or discharge. Lessee will pay for any recharge after use.

**8.14 Restrooms.** Restrooms provided by University will be maintained by the University where their usage is not designated for the personnel or customers of the Lessee's food service

**8.12 Parking.** All parking on campus by Lessee's personnel, visitors, contractors, subcontractors and vendors will conform to University's Parking and Traffic regulations. Lessee's personnel, other than University's students, will be entitled to the same parking privileges at the same cost as University's personnel. Payment may be by the individual personnel or by Lessee. University cannot guarantee assignment of Lessee's personnel to gated protected parking lots but will work in good faith with Lessee to provide parking arrangements necessary to Lessee's food service operations.

**8.13 Utilities and Services.** University will be responsible for providing electricity, gas, steam, water, sewer service, dumpster service for trash and garbage, and air conditioning, where applicable, to the site of the Leased Premises.

University shall charge Lessee, subject to the cap set forth herein, for utilities utilized by Lessee in its operations in the Leased Premises. The maximum utilities charge to the Lessee (the "Utilities Reimbursement Cap") will be \$100,000.00 for the first year of the term. The amount of any Utilities Reimbursement Cap in any operating year subsequent to the first operating year of this Agreement shall not exceed the sum of (a) Utilities Reimbursement Cap during the previous operating year of this Agreement ("Prior Year Utilities Reimbursement Cap") plus (b) the product of (A) Prior Year Utilities Reimbursement Cap multiplied by (B) an amount equivalent to the percentage (if any) by which the CPI Fuel and Utilities Component for the month of July of the preceding calendar year, exceeds the CPI Fuel and Utilities Component for the month of June of the current calendar year. The term "CPI Fuel and Utilities Component" means the "Fuel and Other Utilities" component of the Consumer Price Index for All Urban Consumers published by the United States Department of Labor, or a similar index if that index is not available.

Where meters are available, Lessee's utilities reimbursement (which shall be, in any event, subject to the Utilities Reimbursement Cap set forth above) will be calculated based upon actual usage. Where meters are not available, ARAMARK's utilities reimbursement (which shall be, in any event, subject to the Utilities Reimbursement Cap set forth above) will be calculated based upon the utilities cost per square footage of the facility/facilities in which food service operations are housed multiplied by the total square footage allocated to food service within the facility/facilities.

Charges for other services provided by University hereunder which may be allocated or charged to Lessee in accordance with the terms of this Lease shall be invoiced by University to Lessee and paid by Lessee within thirty (30) days thereof. The University will make reasonable efforts to provide continuous provision of utilities and to restore service following any interruption. However, the University will not be liable for any product or revenue loss which may occur as a result of the interruption or failure of any such utility.

Lessor will furnish and maintain fire extinguisher equipment and supplies. Lessee will notify University immediately after any fire extinguisher use or discharge. Lessee will pay for any recharge after use.

**8.14 Restrooms.** Restrooms provided by University will be maintained by the University where their usage is not designated for the personnel or customers of the Lessee's food service

operations. Lessee shall maintain clean and sanitary at all times the restrooms located within, or near, the food service facilities in the Leased Premises and designated primarily for use by the Lessee's personnel or customers.

**8.15 Inspection of Premises.** University shall have the right at any time to inspect the Leased Premises and the operations thereon by Lessee including but not limited to operations with respect to the quality of food served, the method of service thereof, opening and closing hours, operation schedules, menus, portion sizes, prices, inventory control, safety, sanitation and the daily maintenance of the Leased Premises.

**8.16 University Regulations.** Lessee shall abide by all regulations of University now in effect or adopted hereafter pertaining to Lessee's operations and activities on the University Campus. University shall provide Lessee with written copies of any such regulations, together with prompt written copies of any updates, changes, or revisions thereto.

**8.17 Personnel.**

**8.17.1 Administrative and Professional Personnel.** Lessee shall be required to provide all management and other personnel necessary for the provision of dining service functions at a level of quality acceptable to University, and Lessee shall be solely responsible for the payment of salaries or wages and benefits, with the exception of those who may be employed by the University for the purposes of coordination, liaison and oversight of food services with the Lessee.

**8.17.2 Student Personnel (Part-time).** University attempts to utilize student personnel whenever possible. Lessee shall give priority to University of New Orleans students, whenever possible, when employing part-time staff.

**8.17.3 Non-promotional Privileges.** Lessee shall not provide non-promotional special privileges, relating to purchase or receipt of food, to anyone employed by the University without prior notification to the Office of the Director of Auxiliary Services.

**8.18 Beverage Contracts.** University may negotiate a beverage contract with a beverage provider which shall become binding upon the Lessee. University retains all rights to enter into such an agreement at its sole discretion prior to or at any time during the term of this Lease. University agrees that it will work cooperatively with Lessee to ensure that any such agreement, in and of itself, will not increase Lessee's costs for beverages Lessee sells or distributes under rights granted by the Lease. Further, University will make this condition a part of any beverage agreement resulting therefrom. Lessee shall use its best efforts to assist University in the development of a beverage agreement that will meet the mutual objectives of Lessee and University. Notwithstanding any confidentiality or nondisclosure agreement that Lessee may have with its beverage suppliers, Lessee agrees that any assertion it makes regarding increased costs resulting from any Lessor beverage contract must be objectively documented.

**8.19 Security.** Lessee is responsible for and will exercise reasonable security control over all Leased Premises and remote food service sites (such as catering locations) to prevent theft,

vandalism, destruction or other damage to or removal by unauthorized persons of properties, facilities, equipment, supplies, inventory, files, records, receipts and/or cash, checks and other sales transactions. Lessee will utilize the University's Police Department for incidences requiring law enforcement services. Lessor will not be held responsible in any way for any such damages, loss or theft. Lessee is solely responsible for such damages, losses, or theft and will defend, indemnify, and hold Lessor and its agents, officers, board members, and employees harmless from and against any and all claims, damages, losses and expenses including reasonable attorney's fees both at trial court and appellate levels to or for an attorney of Lessor's choosing, for any claim for damages arising out of or related to Lessee's obligation to provide security.

**8.20 Communications, Computers, and Technological Installations.** Lessee shall be responsible for coordinating with University's Office of Computing and Communications for installation, maintenance and expenses incurred for telephone service, data lines, computers, alarms, equipment, etc. on the Leased Premises. Lessee shall make no installations or alterations of installations without the prior written consent of the Office of Computing and Communications and Facility Services. Pay phones will not be permitted in any of the Lessee's operations on the University Campus.

Should the Lessor develop a "one card" system for use by students, faculty and staff for food service, bookstore, vending purchases, etc., Lessee will not be responsible for transition of any equipment purchased during the first five (5) years of this Agreement. After the first five (5) years, Lessee shall be responsible for any and all reasonable costs associated with the use of Lessor's system.

**8.21 Campus Mail.** Campus Mail is a service provided to the on campus departments for the delivery of interdepartmental mail, the receipt and distribution of U.S. Postal Service mail and the processing of outgoing mail. Lessee may use University's Campus Mail for intra-campus mail in conducting business with University; however, Lessee may not use Campus Mail as a method for mass mailing for advertising, marketing or other promotional purposes. The Lessee shall be responsible for all outgoing postal charges, including any related to direct mail processing provided by the University's contracted mail service or Marketing and Communications Department.

**8.22 Branded Concepts.** The selection, installation and removal of national brand franchise food units provided as part of this Lease shall be made upon the mutual agreement of the Lessor and Lessee.

**8.23 Semi-Annual Performance Review.** The Lessor shall have the right to conduct a semi-annual performance review of the quality of service and food preparation based upon the written criteria outlined in RFP 1955. The Lessor shall conduct such review between the sixtieth (60th) and thirtieth (30th) day prior to the end of each fall and spring semester. Within fifteen (15) days of completion of the performance review, Lessor shall give Lessee notice in writing of (a) service or food production deemed to be deficient, and (b) any recommendations for improvements. The Lessee shall have sixty (60) days for the date of this notification in which to correct the

deficiencies. Failure to remedy the material deficiencies will be considered a default under the terms of this Lease.

**ARTICLE IX  
FOOD SERVICES AND PAYMENT THEREFOR**

**9.0 Customer Payment Plans.**

a. Acceptance of Payment by Lessee from Customer Food Service Sales

Lessee agrees to accept customer payments in the forms of cash, credit cards, checks and Meal Plan Accounts.

b. Meal Plan

University will require all residents of Pontchartrain Hall university residential housing to be on a meal plan. Lessee shall prepare and serve meals to University for University to resell to participants in its meal plans at the following rates per semester (not including applicable state and local taxes applied to the rates below):

16 Meals w/ \$100 DB - \$1,250

14 Meals w/ \$200DB - \$1,275

10Meals w/ \$125 DB - \$1,095

12Meals w/ \$150 DB - \$1,200

Scholarship Plans

6 Meals w/\$300 DB - \$870

3 Meals w/\$150 DB - \$435

As agent for Lessee, University will collect Meal Program fees from students residing in Pontchartrain Halls participating in the mandatory Meal Program and commuter students on scholarship Meal Programs. One week prior to the start of the fall and spring semesters, University will transfer to Lessee, ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) of all residential Meal Program fees collected. Thereafter, on a monthly basis during each fall and spring semester, on the last work day of each month, University will transfer to Lessee Twenty Five Percent (25%) of the remaining Meal Program Fees collected. Adjustments for additions or cancellations will be accounted for on the last transfer of each fall and spring semester. Scholarship meal programs will be invoiced separately, and payment therefor will be remitted within 10 days of University's receipt of Lessee's invoice.

Refunds to Meal Plan account participants shall be made in accordance with the refund policy attached hereto as Exhibit 9(b). No amounts shall be due and owing to Lessee with respect to any refunded amounts. Complete reconciliation of sales, including any refunds, will be provided by the University and Lessee with each remittance.

During each operating year, unused declining balance dollars at the end of the fall semester shall carry forward and be available for use during the spring semester. At the end of the spring semester, Lessee shall retain all unused declining balance dollars.

Uncollected debts will not diminish payments owed to the Lessee by the University for Meal Plan meals actually served. The Lessee will cooperate with the University to assure collection of fees by placing a hold on contracts for which the debt has not been paid. The University will be responsible for providing the Lessee with timely and accurate information about such matters.

No allowance shall be made for meals or days which meal program participants miss. Partial days shall be considered full days for billing purposes.

At the beginning of each academic term, the University will provide the Lessee a master list of all persons authorized to be on each Meal Plan. The University will provide the Lessee with a weekly updated list of all current contracts, new contracts and withdrawals. Student purchases on a Meal Plan will be monitored using the Lessor's Campus Card System.

The financial terms of this Lease are based on an average of six hundred (600) Pontchartrain Hall residential meal program participants each fall and spring semester and one hundred and twelve (112) meal program days each fall and spring semester. Should the number of Pontchartrain Hall residential meal program participants in the program fall below an average of six hundred (600) for the fall and spring semesters, then the parties will renegotiate the financial terms of this Lease (which may include, without limitation, the amounts of any proposed financial commitment funding or additional annual payments or applicable commission structures) to equitably compensate Lessee for such shortfall in board plan sales.

Should in any year of this Lease the Interdepartmental Sales (defined as Day Care Center and Scholarship Meal Plan Sales, but not including Interdepartmental Catering Sales) decrease by 11% (calculated against the greater of (i) the 2008-2009 Interdepartmental Sales level or (ii) the prior year's Interdepartmental Sales level), the parties will agree to discuss renegotiation of the financial terms of this Lease (which may include, without limitation, the amounts of any proposed financial commitment funding or additional annual payments or applicable commission structures).

**9.1 Reserved.**

**9.2 Catering.**

(a) Lessee shall have the exclusive right to cater on or within the Leased Premises and within the entirety of the University Center both in leased and non-leased space. The University Center will provide all labor and equipment to set up and strike for all food events held in non-leased space in the University Center. Lessee shall have the non-exclusive right to cater within other University facilities with the exception of concession food at the Nat G. Kiefer Lakefront Arena, Baseball Park and other athletic facilities, and Privateer Place, the UNO Department of Hotel,

Restaurant, Tourism Administration class facilities, Newman Center, Benjamin Franklin High School, the University's Research and Technology Park, machine vended food services and other leased facilities leased to third parties as defined in AP 14.1 "Preparation, Serving and Consumption of Food, Beverages and Alcohol at Campus Events." University events shall have priority over non-University events. Lessee hereby acknowledges its understanding of and agrees that catered events funded by University public funds must be conducted in compliance with state laws and regulations governing the expenditure of public funds.

(b) Lessee shall establish and maintain a creative, hospitable and quality oriented catering service. This includes, but is not limited to, room ambiance, adequate numbers of personnel, quality of service, quality of food, service and upkeep of equipment used, appropriateness of dress by management and personnel and the "total" hospitality shown to any and all guests at University's functions.

(c) All special catering functions, large or small, must be channeled through the office designated by the University. It shall be the Lessee's responsibility to provide quality food service to University approved functions. These functions may include, but are not limited to teas, receptions, Chancellor's home catering, banquets, campus food and coffee deliveries or setups, conference catering and approved off-campus service requests.

(d) It is the Lessee's responsibility, upon receipt of the catering order, to provide an adequate, well trained, staff to follow through with the planning, ordering, production, site setup, transportation, service and facility cleanup involved with a successful catering event.

(e) Lessee will provide all catering transport and service equipment necessary to ensure the sanitary condition, quality, temperature, taste, and appearance of all food products upon the timely arrival at the catering site, and during service thereof.

(f) Lessee will honor all catering requests throughout break periods between semesters and during academic holidays within University semesters to ensure continuity of catering services.

(g) Some conferences and/or groups must have menus and catering price quotes months or years in advance. The Lessee will honor all advance catering prices and menus in effect for the next school term or longer when price quotes are given by the Lessee.

(h) Lessee will be required to honor all existing contracts for provision of food services, as a condition of this Lease between the University and the Lessee.

(i) Lessee will provide appropriate catering uniforms approved by the Director of Auxiliary Services for personnel.

(j) Once given the catering order Lessee will provide all necessary management, personnel, equipment, food and services needed to ensure a successful catered event.

(k) Lessor may require moveable food carts serving snack foods or beverages. Should Lessee not wish to provide such carts, Lessor maintains the right to provide and operate such carts or enter into an agreement with a third party.

**9.3 Summer Camps and Programs.** Dining service rates for summer camps and special programs are established by negotiation between Lessee and the camp or program sponsor based upon menu selected. For the purpose of budgeting, some Camp and Program feeding price quotes are required as far as three (3) or more years in advance. Some conferences and/or groups must have menus and catering price quotes months or years in advance. Lessee hereby acknowledges and accepts that it will honor all such existing contracts in effect for the 2008-2009 summer programs and subsequent summer programs in subsequent years for which University has made commitments as of the execution of this Lease.

**9.4 Reserved.**

**9.5 Policy Statement "University Food Service Policy Statement".** All food and beverage services provided through the University are under the administrative responsibility of the Director of Auxiliary Services, with the following exceptions and conditions noted:

a. Baseball Field Concessions are assigned to the University's Department of Intercollegiate Athletics and are not the subject of this Lease. This includes concession food services provided in all Athletic Department facilities.

b. Privateer Place, the religious centers, Newman Center, Benjamin Franklin High School, the UNO Department of Hotel, Restaurant and Tourism Administration where serving food is part of the curriculum, the University's Research and Technology Park and other facilities privately leased to third parties are authorized to prepare and serve food to their members and guests, provided sanitary guidelines are followed, and are not governed by the provisions of this Lease.

c. Self Catered Food Events are those where the preparation and serving of food, whether purchased as raw or packages food products, by members of a University department is served for members of that department only for such events as birthday parties, holidays and going away parties. Any other requests for Self Catered Food Events must be approved by the Associate Vice Chancellor for University Relations and Campus Services.

**9.6 Emergency Response Plan.** During the regular feeding calendar, normal University operations including feeding of students may be disrupted partially or completely due to emergency situations beyond the control of the Chancellor or administrative staff. In the event that such an emergency situation should occur, the Lessee's provision of services will continue. University shall have no liability for losses to Lessee or any other person should an emergency arise.

**9.7 Deliveries On Campus By Off Campus Vendors.** Lessee acknowledges that several off-campus food service vendors make deliveries of food onto the Campus. While total sales and types of foods delivered are not known to University, there is considerable traffic in pizza deliveries made to the Residence Halls and Apartments. Such deliveries are not prohibited by this Lease or University policy. Accordingly, the University will have no responsibility or liability in any way to the Lessee for any loss of revenue by the Lessee resulting from these off-campus vendor deliveries of food to the campus and University is not under any obligation to attempt to reduce or curb such deliveries. The Lessee shall not obstruct such deliveries.

## **ARTICLE X BUDGET, AUDITING AND ACCOUNTING**

**10.0 Operating Budget.** Lessee will provide the Director of Auxiliary Services with an annual budget for each fiscal year ninety (90) days prior to July 1st of each year of the lease term. University's fiscal year is from July 1st through June 30th of the following year.

**10.1 Auditing and Accounting.** Lessee will establish adequate internal controls and determine at such frequent intervals as may be necessary that the controls are being maintained. At the request of the Lessor the Lessee will provide to the University annual statements of revenue audited by a Certified Public Accountant which shall be provided no later than sixty (60) days after September 15 of each year of this lease. At the request of the Lessor, the Lessee will provide to the Lessor annual financial statements. University reserves the right to have its representative, including the State Legislature Auditor, audit the Lessee's books, records, and other such financial documents or desired information pertaining to Lessee's contract(s) with the University. Lessee shall provide all financial and other data according to the University's fiscal year and the Accounting Periods defined in Section 10.1. University is on a monthly business cycle with a fiscal year beginning July 1st and ending June 30th. Lessee shall have the right to dispute the results of any such audit in good faith. In such event, Lessee shall promptly pay all undisputed amounts, and the parties shall promptly meet to resolve the dispute relating to the audit. Lessee shall promptly pay all amounts due to University following the resolution of the dispute.

If it is determined through an audit that money is owed to the University by the Lessee and was not paid on the date due, the Lessee will pay all money owed to the University, plus ten (10) percent interest on said money from the date originally due and also pay for the cost of the audit within thirty (30) days of demand, which sums shall be additional rent hereunder.

Lessee will take all necessary precautions to assure that all income is immediately recorded through Point of Sale (POS) devices of a type agreed upon by the University.

Lessee will furnish the University with all requested daily/weekly/monthly/annual reports to verify customer accounts, cash sales, credit card sales, interdepartmental sales, etc. and other pertinent information so requested.

Monthly financial statements, as required by the University, will be delivered to the University on or before an agreed upon date of the following monthly Accounting Period.

Upon request by University separate and consolidated financial statements, operational reports and other supporting data will be provided to the University for each revenue generating food service unit operated on the University's Campus by the Lessee for the period requested.

Upon request of the University, Lessee shall meet with the University and review operating statements, explain deviations, discuss problems and mutually agree on an appropriate course of action, if necessary, to improve services required in this Lease.

**10.2 Books and Records.** Lessee shall prepare and keep for a period of five (5) years following the end of the Lease, true and accurate books of accounts and records, conforming to generally sound and accepted accounting principles consistently applied, including, but not limited to, applicable reports filed with governmental agencies, all purchases and receipt of merchandise, inventories and all sales and other transactions by Lessee from which Percentage Rent Gross Sales at, upon, or from the Leased Premises can be determined.

## ARTICLE XI CONTRACT TERMINATION AND DEFAULT

**11.0 Termination.** If at any time during the term of this Lease, either party considers terminating the Lease, such party shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons (cause) for contemplating termination. During the following thirty (30) day period the parties shall discuss, in good faith, the terminating party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30) day discussion period, the party considering termination, if not fully satisfied, may elect to terminate the Lease by giving the other party one hundred eighty (180) days written notice of its intention to terminate; provided, however, neither party may give notice of its intention to terminate during the first nine (9) months of operation under this Lease.

**11.1 Lessee Default.** At the option of University, Lessor may terminate this Lease if any of the following listed events occur and Lessee fails to remedy same after having been given thirty (30) days prior written notice by University at the address herein designated:

- (a) If Lessee fails to pay the Base Rent, Percentage Rent or Additional Rent, or any expenses assumed by Lessee in this Lease promptly, as stipulated, provided, however, that upon the fourth such failure to pay, University may exercise any rights granted herein or otherwise without the necessity to give Lessee such thirty (30) day notice to cure.
- (b) If Lessee fails to set aside the amounts for Equipment Repair and Replacement as set forth in paragraph 4.4 herein.
- (c) If a voluntary petition in bankruptcy is filed by Lessee or if an involuntary petition is filed to place Lessee in bankruptcy and the matter is not dismissed within ninety (90) days of the filing.
- (d) If Lessee fails to comply with any of the material provisions and/or conditions contained herein.
- (e) If any part of the Leased Premises is abandoned or ceases to be actively occupied and used for business purposes for a period in excess of thirty (30) days.
- (f) If Lessee, after commencement of construction, but prior to substantially completing construction of the improvements to the Leased Premises, abandons (with no intent to continue) construction on any part of the Leased Premises for a period of thirty (30) consecutive days.

If any event listed above occurs, University shall have the further option to cancel this Lease immediately, or not cancel the Lease and proceed for past due installments of rent only.

If after default Lessee fails or refuses to permit Lessor to reenter the Leased Premises, Lessor shall have the right to evict Lessee in accordance with the provisions of Louisiana law, without forfeiting any of Lessor's rights under this Lease, and Lessee hereby waives any and all notices(s) of eviction. Failure to strictly and promptly enforce any of the conditions of this Lease shall not operate as a waiver of any of Lessor's rights hereunder.

Lessor, at any time and without notice, may, but shall not be obligated to, cure any default by Lessee of any of Lessee's obligations under this lease.

**11.2 Lessor Default.** If Lessor shall refuse, fail or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance (as described in paragraph 11.4 Lessee shall give the Lessor a written notice of such breach. If, within

sixty (60) days from such notice the failure has not been corrected, the Lessee may at its election either terminate this Agreement effective ten (10) days after the end of said thirty (30) day period or cure the default.

**11.3 Excused Performance.** In the event that the performance of any terms or provisions of this Lease (other than the payment of moneys) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, unavailability of materials meeting the required standards, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent (the foregoing collectively referred to as "Excused Performance"), the party so interfered with may at its option suspend, without liability, the performance of its obligations during the period such cause continues, and extend any due date or deadline for performance by the period of such delay, but in no event shall such delay exceed six (6) months.

**11.4 Removal of Additional Equipment.** Upon termination of this Lease, by expiration of the term or any extension thereof, accordance with the provisions of paragraph 7.0, Lessee shall have the right, within forty-five (45) days after the effective date of expiration or termination of the Lease, to remove from the Leased Premises all Additional Equipment excluding movable equipment purchased and owned by the Lessee and transferred to the University in writing. All property that remains after the forty-five (45) day period shall be deemed to have become the property of the University and may be disposed of by the University as the University sees fit without liability to account to the Lessee for the proceeds of any sale or other disposition thereof. At University's option, any such property remaining after said forty-five (45) days may be removed at Lessee's expense.

## ARTICLE XII INSURANCE

**12.0 Insurance Required During Lease Term.** Lessee shall procure and maintain the insurance coverage set forth below during the term of this Lease.

**12.1 Scope of Insurance and Limits of Insurance.**

Coverage shall be at least as broad as:

- (a) Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office; form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause". The following coverages shall be included:

- (i) Premises - Operations
  - (ii) Broad Form Contractual Liability
  - (iii) Products and Completed Operations Liability
  - (iv) Use of Contractors and Subcontractors
  - (v) Personal Bodily Injury
  - (vi) Broad Form Property Damage
  - (vii) Liquor Liability
- (b) Workers' Compensation insurance as required by the Labor Code of the State of Louisiana and Employers Liability Insurance.
- (c) Property insurance for physical damage to the property of the Lessee located on the Leased Premises and to any equipment and supplies belonging to University but under the care, custody, and control of Lessee.
- (d) Automobile liability insurance with the following coverages:
- (i) Owned automobiles
  - (ii) Hired Automobiles
  - (iii) Non-owned Automobiles
- (e) Business Interruption Insurance

**12.2 Limits of Insurance.**

Lessee shall maintain limits no less than:

- (a) Comprehensive General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (b) Workers' Compensation and Employers Liability: Workers' Compensation Limits as required by the Labor Code of the State of Louisiana and Statutory Employers Liability limits.
- (c) Property Insurance: Coverage being for 100% of the replacement cost of Lessee's property located on the Leased Premises and equipment and supplies belonging to University but under the care, custody, and control of Lessee.
- (d) Automobile liability insurance with a minimum limit of liability per occurrence of \$3,000,000 for bodily injury and property damage.
- (e) Rental Abatement Insurance

(f) Business Interruption Insurance

**12.3 Deductibles and Self-Insured Retentions.** [Intentionally omitted.]

**12.4 Other Insurance Provisions.**

The policies shall be endorsed (via a blanket endorsement) to contain, the following provisions:

(a) Lessor and its board members, officers, officials, personnel and volunteers are to be covered included as "additional insureds" with respect to: liability incurred by University arising out of Lessee's negligent acts or omissions in its performance of the services described in this Lease on premises owned, occupied or leased by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the University, its board members, officers, officials, personnel or volunteers. Any insurance coverage that Lessee provides for Lessor and its directors, officers and employees shall only cover liability assumed by Lessee in this Lease; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of Lessor or University and their directors, officers and employees.

(b) Lessee's insurance coverage shall be primary insurance with respect to the Lessor, its board members, officers, officials, personnel and volunteers for losses arising out of Lessee's negligent acts or omissions in its operation and use of the Leased Premises. Any insurance or self-insurance maintained by the Lessor, its officers, officials, personnel or volunteers shall be excess of the Lessee's insurance and shall not contribute with it only for Lessee's negligent acts and omissions in performing services under this Lease.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the University, its board members, officers, officials, personnel or volunteers hereunder.

(d) Coverage shall state that the Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) Neither Lessor nor Lessee shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, even though such loss or damage might have been occasioned by the negligence of such party, its agents or personnel to the extent and only to the extent that such loss or damage is covered by insurance benefiting the party suffering such loss or damage.

(f) Certificates evidencing each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice of cancellation has been given to the Lessor.

(g) The insurance company's issuing the policy or policies shall have no recourse against Lessor for payment of any premiums or for assessments under any form of policy.

(h) Any and all deductibles in the insurance policy shall be assumed by and be for the amount of, and at the sole risk of Lessee.

**12.5 Acceptability of Insurers.** Insurance is to be placed with insurers with a Best's rating reasonably acceptable to Lessor. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk pool.

**12.6 Verification of Coverage.** Lessee shall furnish University with certificates of insurance effecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates are to be received and approved by the University before the Lease commences. Upon failure of Lessee to furnish, deliver and maintain said certificates of insurance as above provided, this Lease, at the election of University, may be forthwith declared suspended, discontinued, or terminated

### **ARTICLE XIII DAMAGE**

#### **13.0 Casualty Damage.**

If any portion of the Leased Premises be damaged or destroyed by fire, windstorm, tornado, flood, vandalism or other casualty, University shall proceed with due diligence to repair such damage or destruction and restore the Leased Premises to their condition immediately prior to such fire, windstorm, tornado, flood, vandalism or casualty. During any period in which Lessee is unable to occupy the Leased Premises on account of such damage, the Base Rent and any Additional Rent due under this Lease for said period shall be abated in proportion to the diminished utility of the Leased Premises.

Alternatively, if as a result of such damage or destruction, part or all of the Leased Premises cannot be utilized for the purposes intended herein, University, at its sole option, may remove that area from the definition of Leased Premises and reduce Base Rent proportionately to the diminished utility of the Leased Premises.

**13.1 Contamination and Pollution.** Upon commencement of this Lease, Lessee and its personnel shall use commercially reasonable efforts to keep the Leased Premises free from any and all contamination and pollution arising directly out of Lessee's dining services operation. Lessee and its personnel, contractors and agents shall conform to any and all applicable federal, state or local laws or ordinances concerning the storage, handling, transportation, sale or distribution by Lessee of all hazardous or nonhazardous or toxic substances used in Lessee's operations.

University shall indemnify and hold harmless Lessee, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants ("Hazardous Substances") or conditions that existed in, on, or upon the food service facilities before the effective date of this Lease ("Pre-Existing Conditions") on or at the Facilities or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Food Service Facilities, to the extent not caused by the willful misconduct or grossly negligent acts or omissions of Lessee, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures. Should Lessee take any steps to remediate or clean up any perceived Hazardous Substances from the Facilities, Lessee shall immediately notify appropriate University personnel prior to taking such steps. If Lessee fails to notify University of any efforts to clean up perceived Hazardous Substances, Lessee shall indemnify and hold harmless University, its officers, agents, board members, and employees from and against any claims or damages that may result from Lessee's clean up or remediation efforts.

#### **ARTICLE XIV TAXES, LICENSES AND PERMITS**

**14.0 Taxes.** Lessee shall be responsible for the remittance of all applicable taxes (federal, state and local) related to retail sales. Lessee shall be responsible for all license, fees, or any other tax applicable to its operation under this Lease with the University. Lessee will comply with all applicable Federal, State and local laws pertaining to its business operations and conform with general University policies and practices provided to Lessee by Lessor. Lessee agrees to comply with any and all lawful ordinances and regulations pertaining to the use of the Premises and shall obtain all necessary permits and approvals which may be required by any municipal ordinances, federal and state laws and regulations, governmental authorities, or otherwise, and shall pay all fees in

connection therewith, as well as any fees imposed by reason of inspection of the Premises, or equipment installed by Lessee therein, by any governmental authority.

**14.1 Licenses and Permits.** Lessee will secure and pay for all licenses, permits, fees and income taxes incidental to its business operations. Lessee shall make available to the University appropriate documentation of all licenses. The handling and distribution and sale of food and beverage (including liquor) items shall conform to all regulations of the University, whether now in effect or hereafter adopted.

## ARTICLE XV CONDEMNATION/EXPROPRIATIONS

**15.0 Condemnation/Expropriations.** If any portion of the Leased Premises is condemned or expropriated partially or totally, to the extent that it cannot be utilized for the purposes intended herein, University, at its sole option, may remove that area from the definition of Leased Premises and reduce Base Rent proportionately to the diminished utility of the Leased Premises.

## ARTICLE XVI TRANSFER, ASSIGNMENT AND SUBLEASE

**16.0 Transfer, Assignment and Sublease.** Lessee shall not, without prior written consent of University, sublet any part of the Leased Premises or transfer or assign this Lease, whether by change of ownership, merger, consolidation, liquidation, or otherwise except to an affiliate of Lessee which controls, is controlled by, or is under common control with, Lessee ("qualified Affiliate of Lessee"). In the event that Lessor agrees to an assignment or transfer, or if the assignment or transfer is to a qualified affiliate of Lessee, the assignee or transferee shall assume and be deemed to have assumed this Lease and all obligations hereunder and shall be solely liable for the payment of all rent and for the due performance of all terms, conditions and agreements herein arising on and after the effective date of the transfer. Notice shall be given promptly to Lessor of any assignment to a qualified Affiliate of Lessee. Lessee shall remain liable for any payments due or liabilities to University or to third parties arising prior to the effective date of the transfer, but shall be released from all obligations arising under this Lease after such date.

**16.1 Subcontracting Services.** Lessee shall not, without prior written consent of University, subcontract any or all of the responsibilities and obligations of Lessee under this Lease. University reserves the sole right to reject any and all subcontractors.

The parties anticipate that Lessee shall subcontract or sublease with various third parties who have rights to branded food service operations to operate such brands on the Leased Premises. The terms of such agreements shall be in all respects subject and subordinate to this Lease, but otherwise at the discretion of Lessee, except as set forth above. Lessee shall notify

University's Director of Auxiliary Services of the identities, brand, intended product mix, location and operating hours of such operations. University shall not unreasonably withhold or delay its consent to such arrangements.

## ARTICLE XVII MORTGAGING OF LEASEHOLD ESTATE

**17.0 Mortgaging of Leasehold Estate.** Lessee shall not mortgage or encumber its leasehold estate or any interest under this Lease without the prior written consent of University.

## ARTICLE XVIII INDEMNITY

**18.0 Indemnity.** Lessee hereby covenants and agrees, at its sole cost and expense during the term of this Agreement, to indemnify, defend and hold harmless the Lessor and their officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of Lessee's negligent acts or omissions in its performance of the services described in this Lease, including, but without limitation, claims for bodily injury or death to persons or damage to property, except those claims, demands and/or causes of action to the extent they arise out of the negligence of the Lessor, its members, agents, representatives, and employees (other than those leased to Lessee). Lessee also covenants and agrees, at its sole costs and expense, to hold harmless the Lessor and their board members, officers, agents and personnel from and against all judgments, costs, reasonable counsel fees, expenses and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the Lessor or against any of their board members, officers, agents or personnel, by reason of any such claim, the Lessee upon notice from the Lessor will resist and defend such action or proceeding by qualified counsel.

Lessor agrees to immediately notify Lessee in writing of all losses or claims for which it will seek indemnity from Lessee under this Agreement. Lessor agrees not to incur any cost or expense with respect to any such claim without the approval of Lessee and further agrees to fully cooperate with Lessee in the investigation, defense and settlement of all such claims.

Lessor agrees to indemnify and defend Lessee from and against any physical damage to tangible property, bodily injury, sickness, death or other claims to the extent caused by the negligent acts, omissions, or willful misconduct of Lessor or its agents or employees arising out of this Lease; provided, however, that nothing contained herein shall require Lessor to indemnify for acts or omissions arising out of the negligent acts, omissions or willful misconduct of Lessee, its agents officers or employees. Lessor and its board members, officers, agents or employees shall not be responsible or held liable for any injury or damage to persons or property resulting from the use, misuse, or failure of any equipment used by Lessee or any of Lessee's agents, servants, or employees, even if such equipment is owned by Lessor or is furnished by Lessor to Lessee. The acceptance or use of any such equipment by Lessee shall be construed to mean that Lessee accepts full responsibility for and agrees to indemnify and to defend Lessor against any and all loss, liability, and claims for any injury or damage whatsoever resulting from the use, misuse or failure of such

equipment, whether such damage or injury is to the employee, agent or servant or the property of Lessee, or other contractors, the University or other persons.

Lessee's liability shall not under any circumstances exceed the actual proceeds of insurance for the applicable claim subject to the limits set forth in Article XII of this Agreement that Lessee receives on the applicable claim (including the deductible portion). In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect or punitive damages.

## **ARTICLE XIX INDEPENDENT CONTRACTOR STATUS**

### **19.0 Independent Contractor Status.**

Lessee acknowledges that under this Agreement it is an independent contractor and is not operating in any fashion as the agent of the University.

## **ARTICLE XX WARRANTIES AND REPRESENTATIONS**

### **20.0 Warranties and Representations.**

(a) Lessee acknowledges that the Lessor has not made and does not hereby make any warranty as to the condition of the Premises or as to the fitness or security of the Premises for any specific use or any use to which Lessee shall put the Premises.

(b) By execution of this Lease, Lessee and Lessor each represent to each other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Lease have been taken and performed; and that the person signing this Lease on their behalf has due authorization to do so.

## **ARTICLE XXI NOTICES**

**21.0 Notices.** Any notice required or permitted under this Lease shall be deemed to be delivered as of the date delivered in person, when received by telecopy using the telecopy numbers shown herein, if any, or as of the fifth (5th) day following the date of the certified or registered mail

receipt, when deposited in the United States mail, postage prepaid, return receipt requested, addressed to the parties shown below, and refusal to accept delivery of said notice shall be deemed delivery of said notice.

To the Lessor:

Board of Supervisors of Louisiana State University  
and Agricultural and Mechanical College  
3810 West Lakeshore Drive  
Baton Rouge, Louisiana 70808  
Attention: President  
Telephone: (225) 388-2264  
Telecopy: (225) 388-5524

With a copy to:

Director of Auxiliary Services  
University of New Orleans  
New Orleans, Louisiana 70148  
Telephone: (504) 280-6376  
Telecopy: (504) 280-6440

To Lessee:

ARAMARK Educational Services, LLC  
1101 Market Street  
Philadelphia, Pennsylvania 19107  
Attention: President – Higher Education  
Telephone: 972-462-6011  
Telecopy: 972-462-6053

With a copy to:

Regional Vice President – Higher Education  
ARAMARK Educational Services, LLC  
3403 E. Carpenter Freeway  
Irving, Texas 75062  
Telephone: 972-721-2646  
Telecopy: 972-438-0919

## ARTICLE XXII ATTORNEY'S FEES

**22.0 Attorney's Fees.** To the extent allowed by law, either party who fails to comply with its obligations under this Lease shall be bound to pay the reasonable attorney's fees of the other party in enforcing such other party's rights, which fees shall not exceed ten percent (10%) of the amount involved.

**ARTICLE XXIII  
HOLDING OVER**

**23.0 Holding Over.** At the expiration or cancellation of the Lease, should Lessee hold over for any reason, it is hereby agreed that, in the absence a written agreement to the contrary, such tenancy shall be from month to month only, and subject to all the other terms, conditions and provisions in effect with respect to this Lease.

**ARTICLE XXIV  
AMENDMENTS**

**24.0 Certain Assumptions.** Both parties acknowledge that this Lease is entered into on the basis of certain assumptions about the future based upon information provided by University in the RFP and based upon Lessee's analysis of the RFP and other factors. Although University has used its best efforts in obtaining and presenting information in the RFP, it cannot and does not guarantee the accuracy of such data. Both parties acknowledge and accept that the information upon which assumptions by Lessee have been made may become partially or wholly invalid over time resulting in a business environment for Lessee that may be more favorable or less favorable than that under which this Lease was made. These include but are not necessarily limited to the following:

- \*University's student enrollment,
- \*residence hall populations,
- \*educational mission of University,
- \*requirement for mandatory participation in a meal plan for all residents of Pontchartrain Halls,
- \*acts of God resulting in the reduction or suspension of University activities, either partially or wholly,
- \*fewer than 600 participants enrolled in the Meal Programs.
- \*costs of services provided to Lessee by University on a cost reimbursement basis,
- \*other events affecting revenues and expenditures of Lessee in carrying out activities under the Lease,
- \*a significant decrease in Interdepartmental Sales (defined as Day Care Center and Scholarship Meal Plan Sales, but not including Interdepartmental Catering Sales).

Both parties further recognize that the aforementioned factors could result in a need for remedial changes in the Lease conditions including but not limited to:

- \*increased or decreased retail and catering prices.

- \*increased or decreased meal plan prices.
- \*revised meal plan options.
- \*closure of unprofitable retail operations or opening of new retail operations.
- \*revision of operating hours and/or hours of service.
- \*adjustments to cost reimbursements paid by Lessee to UNO such as utilities and trash, equipment reimbursement, pest control, hood steam cleaning, replacement of  
minor equipment and supplies, etc.
- \*increasing or decreasing Percentage Rental of Gross Sales.
- \*adjustments to branded concepts.
- \*such other changes are reasonably necessary and mutually agreed.

Accordingly, each party acknowledges and accepts an affirmative obligation, when so notified in writing by the other, to use best efforts to seek mutually beneficial solutions when changes are indicated, provided, however, that in no event shall failure to reach mutually beneficial solutions constitute a default of this Agreement if both parties have used best efforts to seek mutually beneficial solutions when changes are indicated. To the extent that any such change requires an amendment to the Lease, such amendment shall be in writing executed by the appropriate representative of each party hereto.

#### ARTICLE XXV MEMORANDUM OF LEASE

**25.0 Memorandum of Lease.** The parties agree to enter into a Memorandum of Lease in the form attached hereto as Exhibit "T" for recordation in the records of Orleans Parish.

#### ARTICLE XXVI ENTIRE AGREEMENT

**26.0 Entire Agreement.** This Lease represents the entire understanding between the parties and no agreement or representation, verbal or otherwise, made by University or Lessee regarding this transaction shall be binding on either party unless incorporated in this Lease. This Lease shall be construed in accordance with the laws of the State of Louisiana; shall inure to the benefit of and shall be binding upon each of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and assigns; and shall not be modified in any manner except by an instrument in writing executed by the parties hereto.

**ARTICLE XXVII  
SEVERABILITY OF PROVISIONS AND VENUE**

**27.0 Severability of Provisions and Venue.** To the extent that any provision hereof is determined by a court of competent jurisdiction to be inconsistent with or in violation of any applicable law, rule, or regulation, such provision shall be deemed modified so as to comply with such applicable law, rule, or regulation, and shall not otherwise affect any other provision of this Lease. Any court (federal or state) having jurisdiction in the State of Louisiana, Parish of East Baton Rouge shall be venue for any litigation, special proceeding, or other proceeding between the parties that may be brought or arise out of or in connection with or by reason of this Lease.

**ARTICLE XXVIII  
EXHIBITS TO LEASE**

The following exhibits are made a part of this Lease:

- A. Campus Map
- B. Floor Plan of The Cove
- C. Floor Plan of The University Center Dining Areas and Kitchens
- D. Floor Plan of the Recreation and Fitness Center Concession Counter
- E. Floor Plan of the Library Coffee Concession
- F. Floor Plan of Pontchartrain Halls Convenience Store
- G. Initial Capital Improvements
- H. Food Service Operating Plan
- I. Memorandum of Lease
- J. Equipment Maintenance Schedule

THUS DONE AND SIGNED by Lessor in Baton Rouge, Louisiana, in triplicate originals as of the \_\_\_ day of \_\_\_\_\_, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES AS TO LESSOR:

LESSOR  
**BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE**

\_\_\_\_\_  
  
\_\_\_\_\_

BY: \_\_\_\_\_  
John V. Lombardi, President,  
Louisiana State University System

THUS DONE AND SIGNED by Lessee in \_\_\_\_\_, in triplicate originals as of the \_\_\_ day of \_\_\_\_\_, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES AS TO LESSEE:

LESSEE  
**ARAMARK EDUCATIONAL SERVICES, LLC**

\_\_\_\_\_  
  
\_\_\_\_\_

BY: \_\_\_\_\_  
Angel Herrera  
Vice President

BY: \_\_\_\_\_  
Jeffrey Tushar  
Vice President

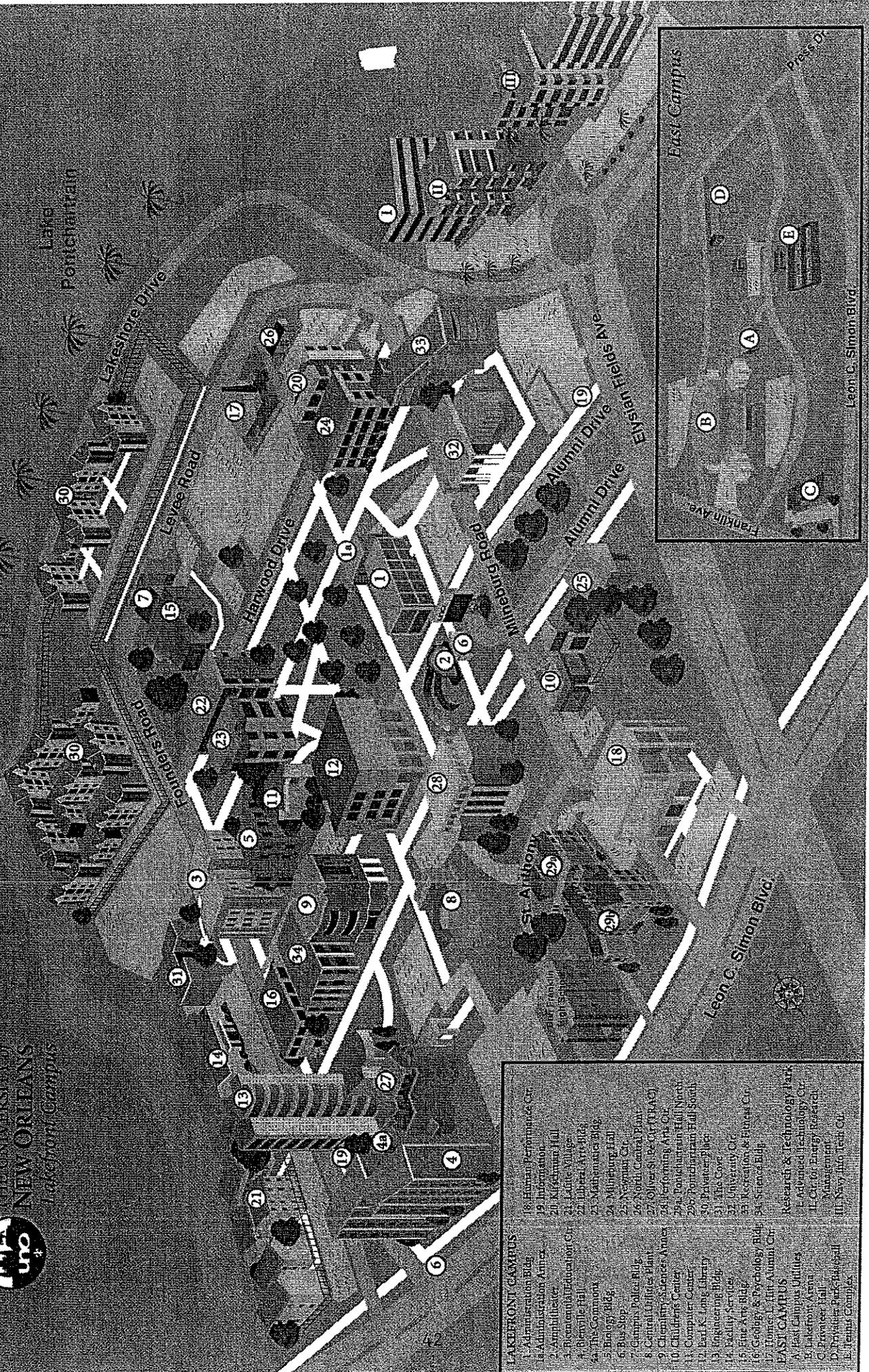
In accordance with the provisions of La. R.S. 39:13, I acknowledge a receipt of a copy of this Lease for inventory purposes.

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_

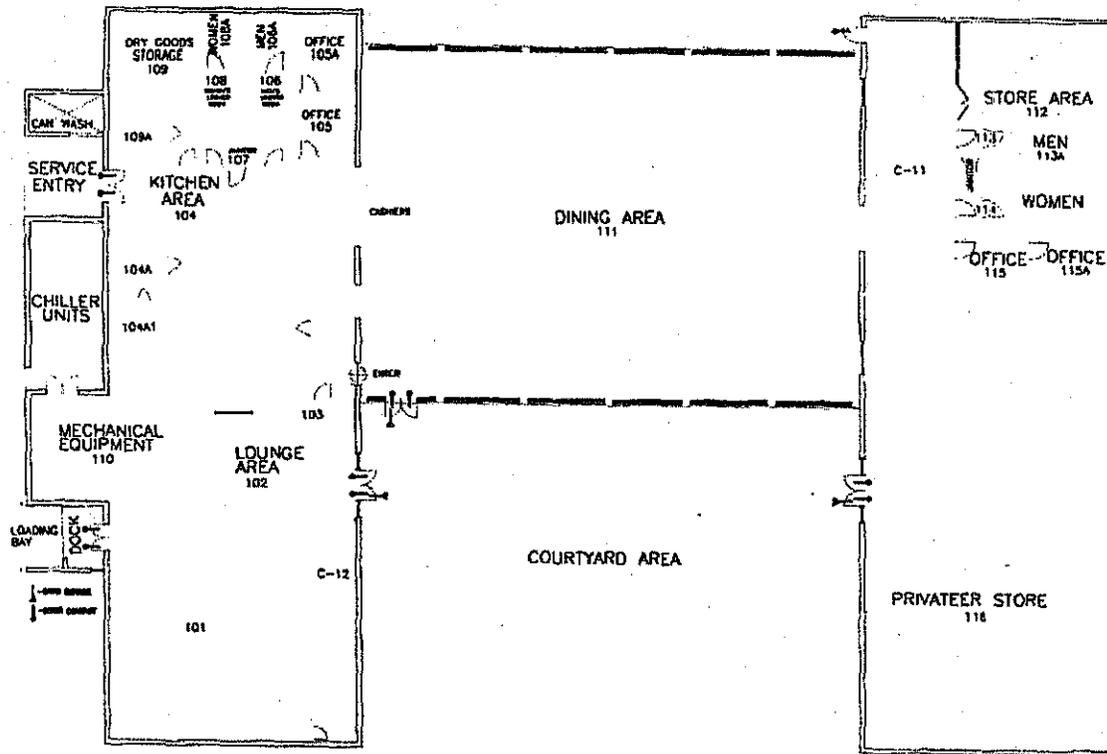
**EXHIBIT A  
CAMPUS MAP**

EXHIBIT "A"



- LAKEFRONT CAMPUS**
- 1 Administration Bldg.
  - 2 Administration Annex
  - 3 Amphitheater
  - 4 Bicentennial Pedestrian Cor.
  - 5 Berneville Hall
  - 6 The Commons
  - 7 Biology Bldg.
  - 8 Bus Stop
  - 9 Campus Police Bldg.
  - 10 Central Offices Bldg.
  - 11 Chemistry Science Annex
  - 12 Children's Center
  - 13 Computer Center
  - 14 Earl K. Long Library
  - 15 Engineering Bldg.
  - 16 Faculty Services
  - 17 Fine Arts Bldg.
  - 18 Geology & Psychology Bldg.
  - 19 Hume L. Pitt Alumni Ctr.
- EAST CAMPUS**
- A East Campus Offices
  - B Intertronic Arena
  - C Privateer Hall
  - D Privateer Park Pavilion
  - E Tennis Complex
- 16 Human Performance Ctr.
  - 17 Information
  - 20 Kitchman Hall
  - 21 LeFite, Miller
  - 22 Lopez Arts Bldg.
  - 23 Maintenance Bldg.
  - 24 Milneburg Hall
  - 25 Newman Ctr.
  - 26 North Central Plaza
  - 27 Oliver S. R. Ctr. (TRAC)
  - 28 Performing Arts Ctr.
  - 29 Tom Albreton Hall North
  - 30 Pontchartrain Hall South
  - 31 Privateer Plaza
  - 32 The Cove
  - 33 University Ctr.
  - 34 Creativity & Business Ctr.
  - 35 Science Bldg.
- Research & Technology Park  
 I. Advanced Technology Ctr.  
 II. Ctr. for Energy Research  
 III. Navy Jato Test Ctr.

**EXHIBIT B**  
**FLOOR PLAN OF THE COVE**

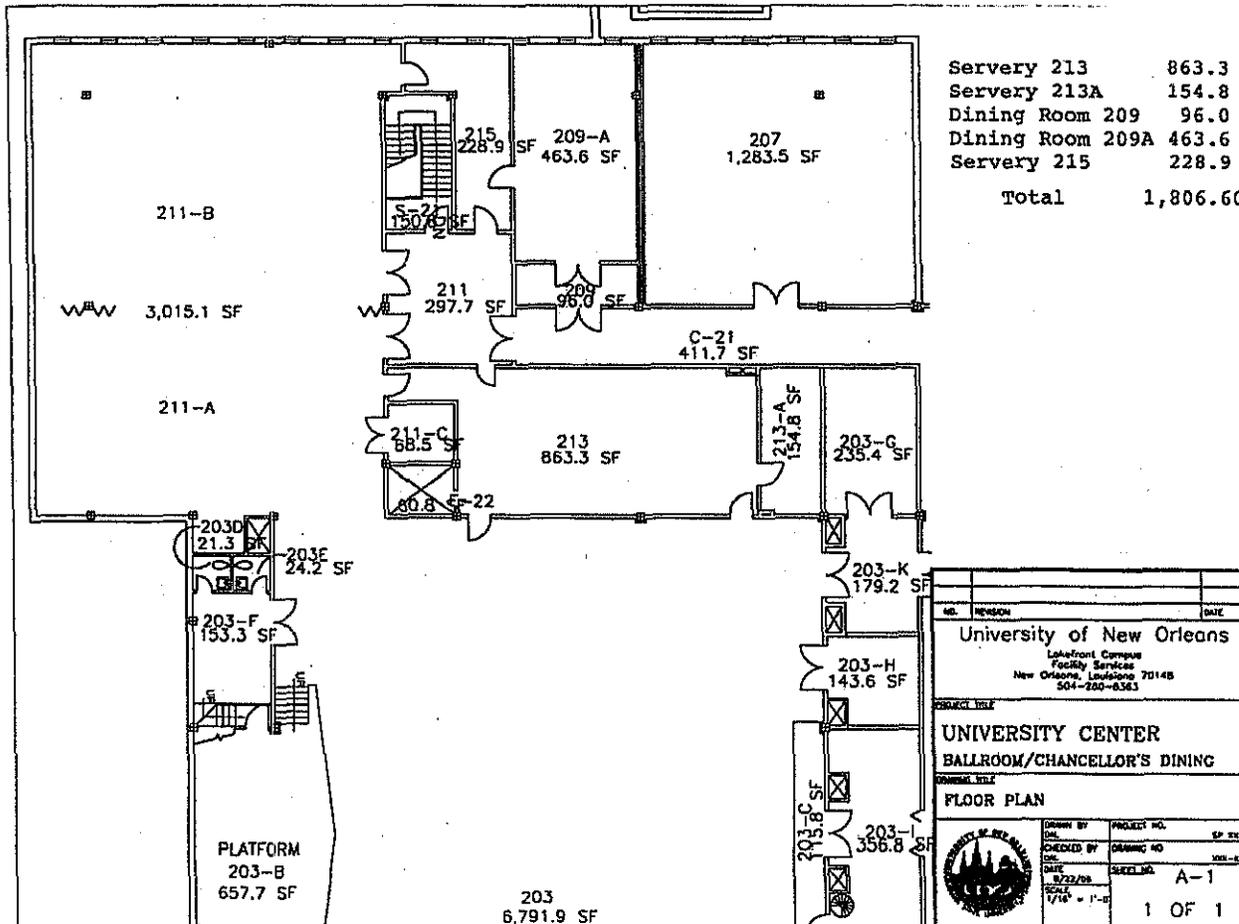


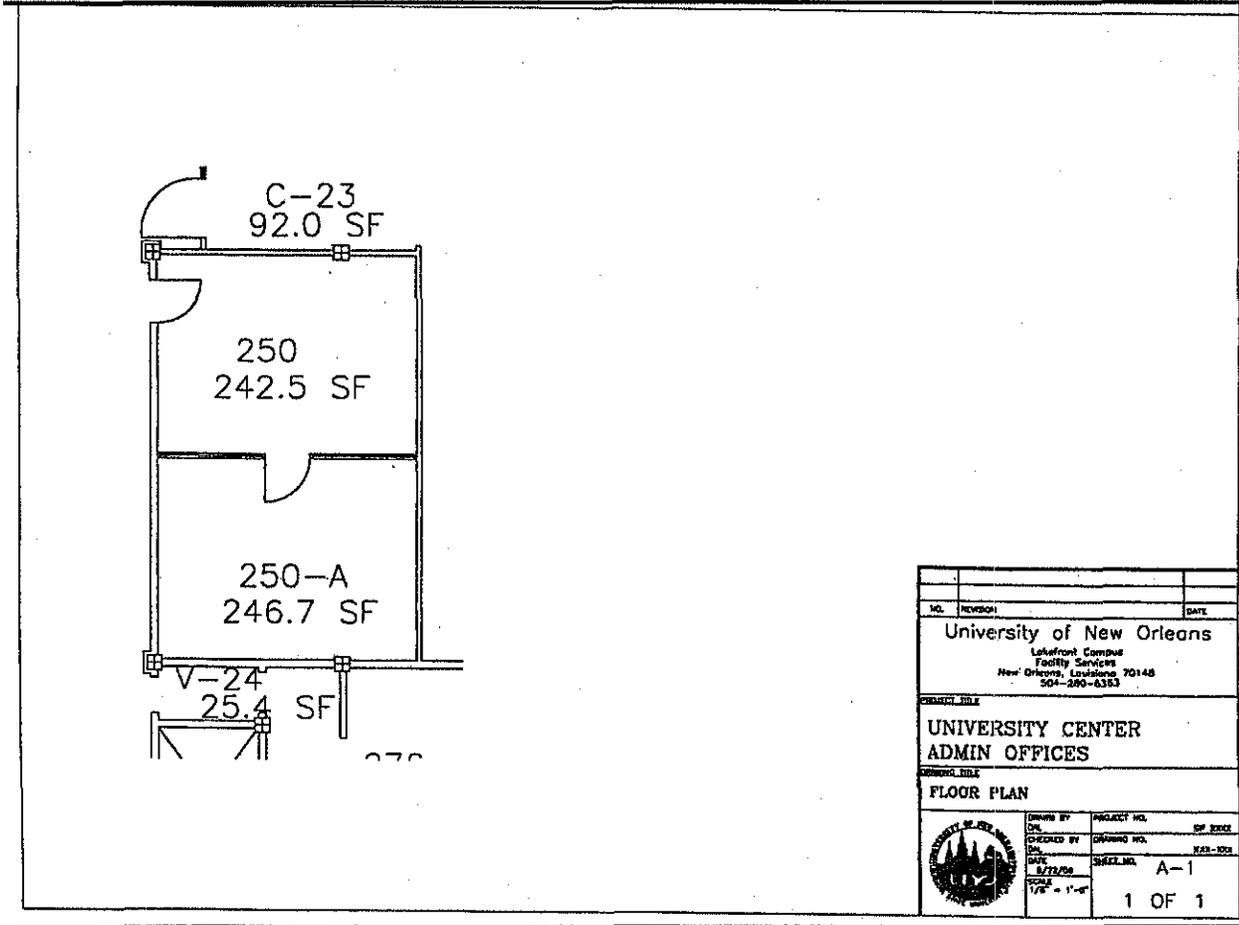
16,644 - existing indoor square footage

Scale: 1" = 20'-0"

**EXHIBIT C**  
**FLOOR PLAN OF THE UNIVERSITY CENTER DINING AND KITCHEN AREAS**

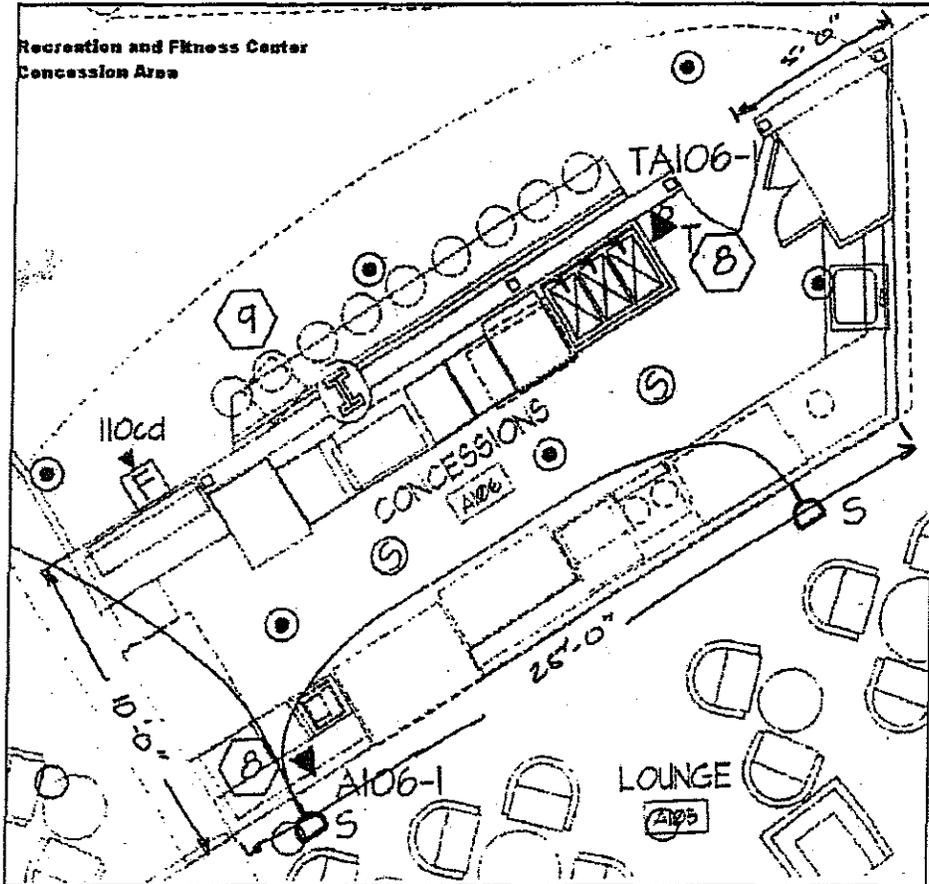




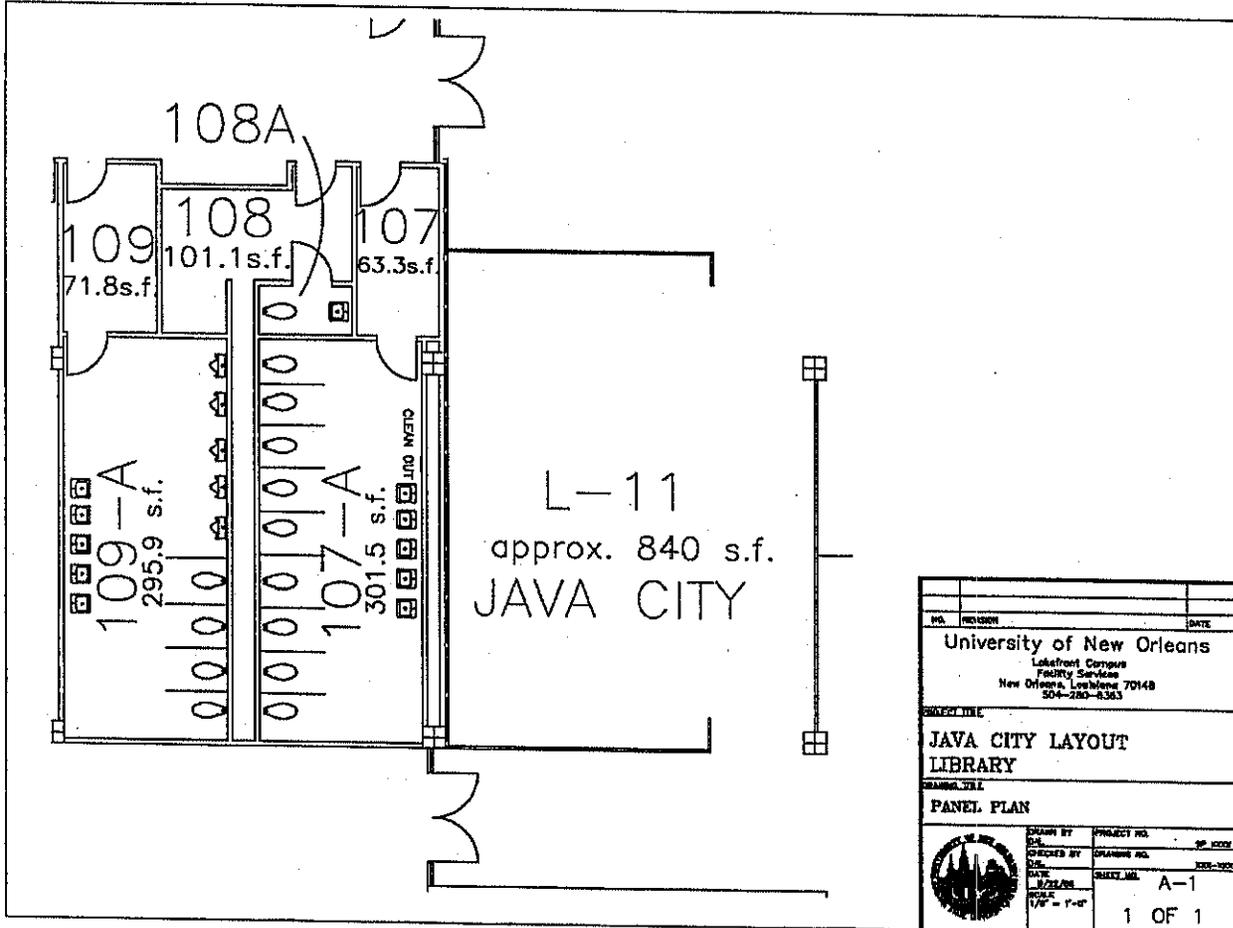


NO.	REVISION	DATE
<b>University of New Orleans</b> Lakefront Campus Facility Services New Orleans, Louisiana 70148 504-280-5353		
PRINTED TITLE <b>UNIVERSITY CENTER            ADMIN OFFICES</b>		
DRAWING TITLE <b>FLOOR PLAN</b>		
	DRAWN BY DS	PROJECT NO. 070
CHECKED BY DS	DRAWING NO.	SHEET NO. A-1
DATE 8/22/09	SCALE 1/8" = 1'-0"	SHEET NO. 1 OF 1

**EXHIBIT D**  
**FLOOR PLAN OF THE RECREATION AND FITNESS CENTER CONCESSION**  
**COUNTER**



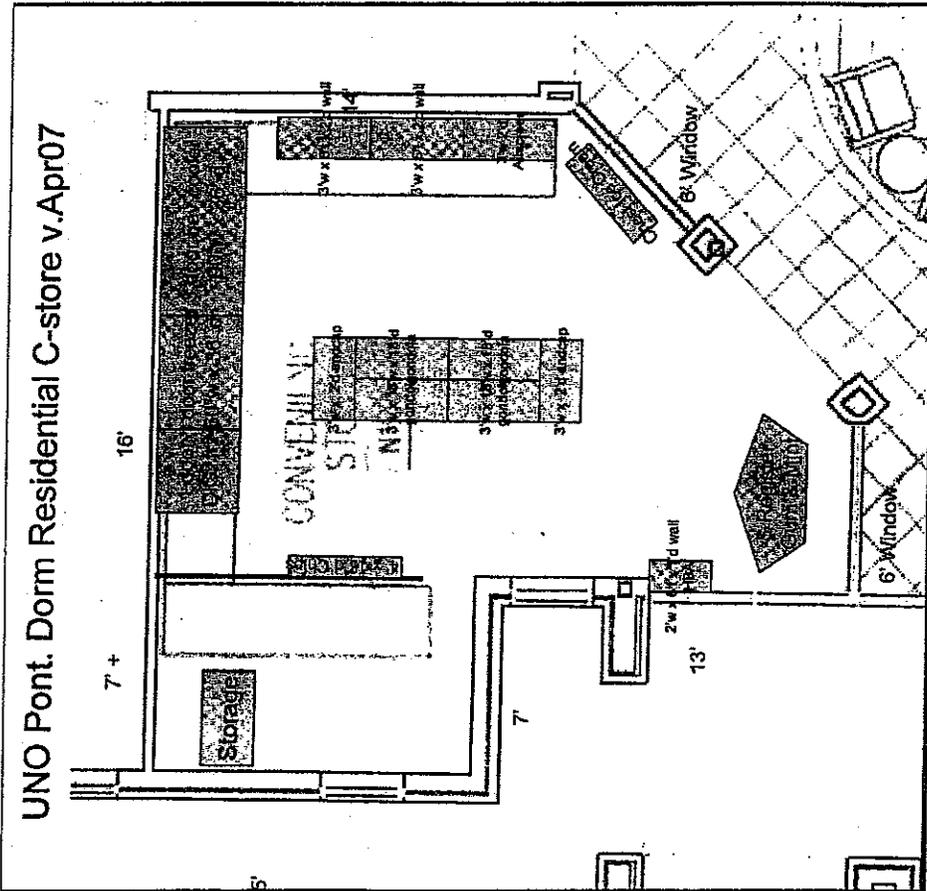
**EXHIBIT E**  
**FLOOR PLAN OF THE LIBRARY COFFEE CONCESSION**



NO. REVISION		DATE
University of New Orleans Lakeshore Campus Faculty Services New Orleans, Louisiana 70148 504-283-6363		
PROJECT TITLE <b>JAVA CITY LAYOUT          LIBRARY</b>		
DRAWING TITLE <b>PANEL PLAN</b>		
	DRAWN BY ESK	PROJECT NO. 00
CHECKED BY ESK	DRAWING NO. 00	SHEET NO. 00
DATE 8/22/08	PROJECT NO. A-1	SHEET NO. 00
SCALE 1/8" = 1'-0"	1 OF 1	

**EXHIBIT F**  
**FLOOR PLAN OF PONTCHARTRAIN HALLS CONVENIENCE STORE**

UNO Pont. Dorm Residential C-store v. Apr07



**EXHIBIT G  
CAPITAL IMPROVEMENTS  
FOR  
STRAIGHT TEN (10) YEAR TERM**

## **Exhibit G**

### **Breakdown by Area of Capital Investment Expenditures for University of New Orleans (\$2,200,000)**

#### **UC Galley -\$750,000**

Architectural drawings and fees, demolition, painting, cabinetry, menu boards, signage and equipment to convert existing Galley cafeteria to an RFOC (Real Food on Campus) Residential Dining Facility.

#### **Chick-Fil-A - \$100,000**

Architectural drawings and fees, demolition and construction to separate Chick-Fil-A from new RFOC Residential Dining Facility.

#### **Deck/PrivateerMart - \$50,000**

Architectural drawings and fees, demolition and construction to convert Miso to Food on the Go Concept including equipment, menu boards and signage. Refresh PrivateerMart including new equipment and signage and cabinetry.

#### **Starbucks- \$125,000**

Architectural drawings and fees, demolition, construction, painting, cabinetry, menu boards, signage and equipment to relocate Starbucks to the University Center lobby.

#### **Cove - \$1,100,000**

Architectural drawings and fees build out and finish of Popeye's Chicken and Biscuits, Food on the Run Concept, Grille Works, and Sandbar including equipment, menu boards and signage.

#### **Contingency Fund- \$75,000**

Reserve for contingency



**EXHIBIT H**  
**FOOD SERVICE OPERATING PLAN**

## EXHIBIT H

### Campus Dining Services University of New Orleans Operating Plan

#### *Home Zone*

Everyone loves comfort food because it reminds us of being home. However, we have taken it up a notch at the Home Zone. Our new twist on old classics features succulent roast loin of pork with sweet toasted pecan sauce or the luscious four-cheese macaroni and cheese that melts in your mouth. Home-Zone – a whole new level of comfort.

Location: University Center

Hours of Operation:

Monday – Friday	7:00 AM – 7:00 PM
Saturday – Sunday	10:00 AM – 7:00 PM

#### *The Flambeau Room*

Starbucks is the leading retailer, roaster, and brand of specialty coffee in the world, with more than 8,000 retail locations in North America, Latin America, Europe, the Middle East, and then Pacific Rim. The company is committed to offering the highest-quality coffee and the Starbucks experience while conducting its business in ways that produce social, environmental, and economic benefits for communities in which it does business.

Location: University Center

Hours of Operation:

Monday – Friday	7:00 AM – 4:00 PM
-----------------	-------------------

#### *Subway*

The SUBWAY chain has been named the number one franchise in Entrepreneur magazine's Franchise 500 listing, a prestigious honor the chain has earned 13 times in the past 20 years.

This brand's popularity has a great deal to do with its perception as a healthier alternative to traditional fast food, with Jared Fogle as the brand's principal spokesperson for SUBWAY's 6 Under 7 grams of fat menu selection and its new F.R.E.S.H Steps healthy lifestyle program. Today's university students know that SUBWAY stands for wholesome, fresh food that fits into any healthy lifestyle. With the importance and priority of health and wellness at University of New Orleans, SUBWAY is a perfect fit.

Location: University Center

Hours of operation:

Monday –Thursday	10 AM – 7 PM
Friday	10 AM – 4 PM

### ***Chick-Fil-A***

Good Health. Good Food. At Chick-fil-A nutritious and tasty are one and the same. That's because we believe in using fresh ingredients to make nutritious food that also tastes great. The proof is in our lean, whole-breast chicken; freshly cut fruits and vegetables; and freshly squeezed Lemonade. Only the most wholesome ingredients prepared fresh daily.

Committed to freshness. Every day, at every Chick-fil-A Restaurant, we prepare all our chicken products by hand, chop fresh Cole Slaw and Carrot & Raisin Salad, Handcraft every salad and Cool Wrap and freshly brew our own special blend of Iced Tea. We even hand-slice fresh strawberries for each and every Fruit Cup.

Nutritious choices. Since the invention of our signature Chick-fil-A Chicken Sandwich in 1964, we've always cooked our breaded chicken products (and more recently, our Chick-fil-A Waffle Potato Fries, too) in 100% fully refined peanut oil that's cholesterol and trans fat free. Nowadays, whether you're tracking calories, carbs or fat, the delicious taste of Chick-fil-A can fit into almost any healthy diet through moderation and balanced food choices.

Location: University Center

Hours of operation:

Monday –Thursday	10 AM – 7 PM
Friday	10 AM – 4 PM

### ***Bene Pizza and Pasta***

Take a trip to Naples without ever leaving campus. Bene is the place to go for hot-from-the-oven slices bubbling with zesty marinara, mozzarella, and veggies and meats. For something a little

more hearty try a sausage and peppers calzone or one of our Old World-style pizzas, topped with chicken, cheeses, and pesto. And if pasta is what you are craving, dig into a plate of our specialty five-cheese lasagna or baked manicotti – no passport required.

Location: University Center

Hours of Operation:

Monday – Thursday            10:30 AM – 2:30 PM

### ***Convenience Stores***

Our branded store is known as Convenience to the Third Power or C3. We have more than 333 stores on 250 campuses and are proposing a total of three within this proposal. These stores are flexible with their design and are an important part of the Campus Dining Program at the University of New Orleans. Having the products students want is a matter of pride for our convenience retailing team.

Matthew Bianchin, general manager of convenience retailing and specialty coffee for the Southwest Region, will use the information collected by our MarketVIEW process to produce a plan-o-gram (store layout) to enhance the consumer choices. Our strategy will be customer-centric by focusing on offering the right products, the best brands, the correct sizes, and the right prices in the C3 location.

The specific mix within this C3 store will be driven by the needs of cash customers, some by residential communities and others by off campus communities. Not only will the mix be reflective of the initial community needs, but it will also have elements of change that will continually introduce new products based on our ongoing opportunity analysis.

The C3 is an impressive accompaniment to your Dining Program if properly established. It is due to the specialized nature of these services that ARAMARK provides a regional convenience and specialty coffee manager. This manager will maintain the highest level program possible through continued training on and off site. To ensure the success of the program, Matthew Bianchin will make regular visits to offer support and conduct product audits on a continuous basis. Future solutions identified through MarketVIEW for the University of New Orleans campus may include modular convenience C3 Express. These C3 walls or Express are extremely effective in high traffic areas without a lot of seating or utilities.

### **Locations and Hours of Operation**

#### **University Center**

Hours of Operation:

Monday – Thursday            10:00 AM – 4:00 PM

Pontchartrain Hall

Monday – Friday            10:00 AM – 10:00 PM  
Saturday – Sunday            5:00 PM – 10:00 PM

***C3 Express***

Additional solutions at The University of New Orleans campus includes ARAMARK's modular convenience C3 Express. This C3 walls or Express are extremely convenient and effective in high-traffic areas without a lot of seating or utilities.

**Location:** Math Building

Hours of Operation:

Monday – Friday            8:00 AM – 3:30 PM

***Java City***

Java City provides a full line of delicious gourmet hot and cold drinks, including teas, mochas, espressos, lattes, cappuccinos, and more. Java City Bakery offers freshly baked pastry and a cup of freshly brewed Java city coffee – a pleasant, eye-opening treat for students, staff and faculty.

**Location:** Earl K. Long Library

Hours of Operation:

Monday – Thursday            7:45 AM – 8:00 PM

Friday                            7:45 AM – 3:00 PM

***Freshens Smoothie Company***

The smoothie product line includes fat-free dairy, tropical fruit juice, orange, and low-calorie smoothies. Smoothies are vitamin fortified and kosher certified.

**Location:** Recreation and Fitness Center

**Hours of Operation:**

Monday – Thursday                    10:30 AM – 6:00 PM

## **Popeye's**

Popeyes® was founded in New Orleans, Louisiana in 1972 and is the world's second largest quick-service chicken concept based on the number of units. Within the QSR industry, Popeyes distinguishes itself with a unique "New Orleans" style menu that features spicy chicken, chicken sandwiches, chicken tenders, fried shrimp and other seafood, Red Beans and Rice and other regional items. Popeyes is a highly differentiated QSR brand with a passion for its New Orleans heritage and flavorful authentic food.

Popeyes serves food the world craves and is continuing to expand its global reach. As of December 28, 2008, the Company operated and franchised 1,922 Popeyes restaurants in 44 states, the District of Columbia, Puerto Rico, Guam and 25 foreign countries. Of the 1,527 domestic franchised restaurants, approximately 70% were concentrated in Texas, California, Louisiana, Florida, Illinois, Maryland, New York, Georgia, Virginia and Mississippi. Of the 340 international franchised restaurants, approximately 59% were located in Korea, Indonesia, Canada and Turkey. Of the 55 company-operated restaurants, more than 90% were concentrated in Georgia, Louisiana and Tennessee.

**Location:** Cove

**Hours of Operation:**

**Location:** Recreation and Fitness Center

**Hours of Operation:**

Monday – Thursday                    10 AM – 7 PM

Friday                                      10 AM – 3 PM

## **Sandbar/Grilleworks**

Our new sports bar type environment with special events and later hours for the campus community.

**Hours of Operation:**

**Location:** Cove

**Hours of Operation:**

Monday –Friday

10 AM – 10 PM

Saturday/Sunday

4 PM – 10 PM

**EXHIBIT I**  
**MEMORANDUM OF LEASE**

**MEMORANDUM OF LEASE**

This Memorandum of Lease is by and between **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE** (herein "Lessor"), having an address of 3810 West Lakeshore Drive, Baton Rouge, LA 70808, and **ARAMARK EDUCATIONAL SERVICES, LLC**, a Delaware limited liability company, (herein "Lessee"), having an address of ARAMARK Tower, 1101 Market Street, Philadelphia, PA. Lessor and Lessee hereby declare that Lessor has leased the Premises, as described below, to Lessee, and Lessee hereby declares that it has leased the Premises from Lessor, pursuant to a Lease Agreement (the "Lease") dated as set out below.

**Date of Lease:** The Lease was executed on \_\_\_\_\_, and has an effective date of \_\_\_\_\_, 2009 (the "Effective Date").

**Description of Leased Property:** Certain premises on the campus of the University of New Orleans, 2000 Lakeshore Drive, New Orleans, Louisiana, more fully detailed in Exhibit "A," which is attached hereto and made a part hereof, together with the right of uninterrupted nonexclusive access, ingress, egress and passage during the Term to and from all streets and roads now or hereafter adjoining this property for vehicular and pedestrian ingress and egress.

**Term of Lease:** The term of the Lease shall be ten (10) years commencing on the Effective Date set out above.

**Option to Renew:**

**Right of First Refusal:**

**Lessor Certifying Official:** John V. Lombardi, President, LSU System

**Lessee Certifying Official:** Angel Herrera, Vice President

This Memorandum of Lease is executed to give record notice of the Lease in accordance with La. R.S. Section 44:104. This Memorandum of Lease may be executed by the parties hereto in multiple counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the Date of Lease set out above.

WITNESSES:

**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL  
COLLEGE**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

BY: \_\_\_\_\_  
Name: John V. Lombardi  
Title: President, Louisiana State University  
System  
Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

WITNESSES:

**ARAMARK EDUCATIONAL SERVICES,  
LLC**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

BY: \_\_\_\_\_  
Name: Angel Herrera  
Title: Vice President  
Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

## EXHIBIT "J"

### EQUIPMENT MAINTENANCE SCHEDULE



## Preventative Maintenance Checklist

Scheduled cleaning and preventative maintenance on critical kitchen equipment will minimize utility consumption, prolong equipment life and give optimum performance.

### General Things to Avoid:

- ✓ Hosing down equipment
- ✓ Neglecting filter changes
- ✓ Improper application or use
- ✓ Operating equipment with frayed, burnt power cords or exposed wiring
- ✓ Operating any equipment without knowing proper operation & use as outlined in owner's manual

### General Things to Look For:

- ✓ Are hinges, handles, knobs, grates, etc. all in good condition?
- ✓ Does the gas fired equipment burn a steady blue flame?
- ✓ Are motors noisy or don't turn at all?
- ✓ Are temperatures within  $\pm 5$  degrees of the desired setting?
- ✓ Are door gaskets worn or torn?
- ✓ Is water feed equipment de-limed on a periodic basis?
- ✓ Is hood system operating?
- ✓ Are hood filters clean?
- ✓ Is fire suppression system operational?
- ✓ Has fire suppression system been inspected recently?
- ✓ Are all utilities confirmed on and resets checked?
- ✓ When a technician diagnoses your equipment, take the time to be shown the problem and cause.

## SPECIFIC EQUIPMENT CHECKLIST

### Garbage Disposal

- ✓ Check to see if hoses and neck pieces are in place
- ✓ Check for tight belts
- ✓ Check for water leakage
- ✓ Check for excessive wear
- ✓ Check operation of controls
- ✓ Check for proper amperage draw
- ✓ Check for proper water flow when on
- ✓ Check for vibration or noise

### Mixer

- ✓ Check power cord and plug
- ✓ Check for excessive wear
- ✓ Check for tight belts
- ✓ Check for vibration or noise
- ✓ Check lubrication per manufacturer's specifications

### Griddle

- ✓ Check power cord and plug
- ✓ Check for excessive wear
- ✓ Check for proper pilot light burning
- ✓ Check that burners have blue flame
- ✓ Check that thermostats across griddle measures 350 degrees with thermostat
- ✓ Empty troughs on a daily basis
- ✓ Clean griddles at or about 150 degrees F to 175 degrees F.

### Dishwasher

- ✓ Check for lime buildup inside
- ✓ Check that doors open easily
- ✓ Check for leaks
- ✓ Check that scrap tray is in place and clean
- ✓ Check that pump intake screen is in place
- ✓ Check that drain opens and closes easily
- ✓ Check that auto fill works and shuts off
- ✓ Check that incoming temperature of water is at least 180 degrees F
- ✓ Check the wash and rinse arms and nozzles for cleanliness
- ✓ When on automatic, check that dishwasher starts when door is closed
- ✓ Check for proper chemical performance
- ✓ Check that timed/manual operation is working properly
- ✓ Check for automatic shutdown after \_\_\_\_\_ seconds

### Ranges

- ✓ Check that rear flue is on the range
- ✓ Clean with soap and water using a cloth, sponge or fiber brush
- ✓ Inspect burners for cracks
- ✓ Keep burner valves greased
- ✓ Keep burner ports clear and open
- ✓ Do not stand on oven doors
- ✓ Check that oven racks are level
- ✓ Check that oven door closes tightly
- ✓ Check that gas cocks turn smoothly

### Convection Ovens

- ✓ Do not overload oven
- ✓ Check that snorkel tube is not blocked
- ✓ Inspect blower wheel for any obstructions
- ✓ Check door openings and closing for proper alignment and seal
- ✓ Check that temperature is within 15 degrees of 350
- ✓ Verify cool down is operational with the door open and closed
- ✓ Do not use scouring powder/pad on glass
- ✓ Clean door gaskets and oven interior daily using warm soapy water
- ✓ Check to make sure flue is free of all obstructions when oven is in operation
- ✓ Gas units on casters must have a restraining device to prevent gas line breaks

### Combi Ovens

- ✓ Flush steam generator once per day
- ✓ Keep door gaskets clean and wash with warm soapy water
- ✓ De-lime broiler monthly according to manufacturer guidelines and water conditions
- ✓ Check for leaks on a quarterly basis

### Fryers

- ✓ Do not start fryer without oil
- ✓ Check all areas for gas leaks
- ✓ Check all areas for grease leaks
- ✓ Keep water away from frying unit
- ✓ Perform weekly boil out of fry tank according to manufacturer's guidelines
- ✓ Keep control compartment clean and free of grease build up
- ✓ Check that pilot light is lit and holds
- ✓ Check operation and condition of burners
- ✓ Check castors
- ✓ Check thermostat and hi-limit probes for leaks
- ✓ Check that flue is open and clean

### Steamer

- ✓ Check filtration system is clear
- ✓ Check door gaskets and latches for tight fit
- ✓ Check that water is running out of drain at all times if applicable
- ✓ Check that timer turns on and off properly
- ✓ Drain broiler, or reservoir after each day's use to prevent scale buildup
- ✓ Clean with soapy water only
- ✓ De-lime as directed by manufacturer's directions and water conditions and change anodes with each delime
- ✓ Check for leaks on a quarterly basis

### Microwaves

- ✓ Do not run without anything in it
- ✓ Use only microwave cookware
- ✓ Check absorbers and seals on doors to avoid leaks

### Char Broilers

- ✓ Replace elements and grates twice annually
- ✓ Check for proper ventilation
- ✓ Clean grease troughs daily
- ✓ Clean exterior surfaces daily
- ✓ Burn-off grates by placing on broiler face down
- ✓ Keep air shutters clean
- ✓ Keep pilots clean

### Refrigeration

- ✓ Maintain temperature logs, "open-shut change-close" daily, unusual patterns observed allow scheduling service prior to product loss emergencies.
- ✓ Keep evaporator coils (cold air) and condenser coils (warm air) clean. Never obstruct airflow of fans.
- ✓ Never place un-refrigerated or heated product in "designed for storage" equipment, use ice baths or blast chill/freezing equipment.
- ✓ Do not overstock storage units with product, air should move freely around all items, especially sides and bottom. Cold pans should never be greater than 2/3 full (no mounding), keep pans in place constantly (1 out/1 in).
- ✓ Prior to placing a service call, check that power is on and observe temperature pattern for one hour to avoid false alarms (check resets).
- ✓ All evaporator coils should be free of ice by visual inspection at all times.
- ✓ All door gaskets should seal from outside air completely. Gaps will have a big impact on performance. Cold pans should sit flush in place, no bent corners.



## EXHIBIT C

### Student Impact Considerations for Campus Dining Responses

<b>Retail Variety (Choices!)</b>					
<b>Partnered Branded Operations</b>					
	<b>Aramark</b>	<b><u>Popeye's</u></b> <i>Chicken and limited seafood</i>	<b><u>Chick-fil-a</u></b> <i>Chicken sandwiches, wraps, salads</i>	<b><u>Starbucks</u></b> <i>Coffee, baked goods Sushi, salads sandwiches</i>	<b><u>Subway</u></b> <i>Sandwiches Wraps Salads, cookies</i>
	<b>Sodexo</b>	<b><u>Wow! Café and Wingery</u></b> <i>Chicken, salads, burgers, etc. expanded menu</i>	<b><u>AFC Sushi</u></b> <i>Full Sushi offering</i>	<b><u>P.J.s</u></b> <i>Coffee, baked goods</i>	<b><u>Subway</u></b> <i>Sandwiches Wraps Salads, cookies</i>
<b>Proprietary Branded Operations</b>					
	<b>Aramark</b>	<b><u>Freshens</u></b> <i>Smoothies, yogurts snacks, salads</i>	<b><u>Java City</u></b> <i>Coffee, smoothies, Baked goods, salads sandwiches</i>	<b><u>Grille Works</u></b> <i>Burgers, wings quesadillas chili, fries salads</i>	<b><u>Bene Pizza</u></b> <i>Pasta, Pizza</i>
	<b>Sodexo</b>	<b><u>Cafeteria menu's offer</u></b> <i>Burgers, sandwiches salads, desserts, pasta, etc.</i>	<b><u>Jazzman's</u></b> <i>Coffee, Baked goods salads, sandwiches</i>	<b><u>Freshens</u></b> <i>Smoothies, yogurts snacks, salads</i>	
<b>Board Plan</b>					
	<b>Aramark</b>	<b><u>Full Resident Dining Area:</u></b> <b><u>Real Food on Campus™</u></b> <i>\$1.1-million capital enhancements; Marché' dining Pontchartrain Halls Residents' Dining Services Committee, composed of students, lists a residents all-you-care-to-eat dining area as their No.1 wish list item</i>			
	<b>Sodexo</b>	<i>Resident meals served in general dining area; \$347,000 capital enhancements; some Marché' dining; no all-you-care-to-eat concept offered</i>			
<b>Control of student costs</b>					
	<b>Aramark</b>	<i>Price increases to be recommended and approved by UNO contract administrator</i>			
	<b>Sodexo</b>	<i>Price increases to include Annual adjustment to . . .to reflect, at a minimum, increase in the U.S. Department of Labor Consumer Price Index for Finished Consumer Foods ("CPI").</i>			
<b>Added Student Benefits</b>					
	<b>Aramark</b>	<i>\$10,000 annual student catering fund student worker opportunities</i>			
	<b>Sodexo</b>	<i>\$5,000 annual student catering fund student worker opportunities</i>			
<b>Nutrition</b>					
	<b>Aramark</b>	<i>Offers vegetarian and healthier options and a nutrition education concept</i>			
	<b>Sodexo</b>	<i>Offers vegetarian and healthier options and a nutrition education concept</i>			

## EXHIBIT D

### UNO Student Enrollment – 2003-2011

#### UNDERGRADUATE

Item	Fall 2003	Fall 2004	Fall 2005, Pre Katr	Fall 2006	Fall 2007	Fall 2008	Fall 2009	Fall 2010	Fall 2011
Freshmen	2,284	2,079	2,082	983	1,030	1,270	1,400	1,502	1,592
Transfer	1,152	1,156	971	600	751	739	800	848	899
Re-Entry	746	763	711	544	665	573	600	630	662
Continuing	9,156	9,227	9,311	7,068	6,207	6,052	6,200	6,448	6,706
<b>TOTAL</b>	<b>13,338</b>	<b>13,225</b>	<b>13,075</b>	<b>9,195</b>	<b>8,653</b>	<b>8,634</b>	<b>9,000</b>	<b>9,428</b>	<b>9,858</b>

#### GRADUATE

Item	Fall 2003	Fall 2004	Fall 2005, Pre Katr	Fall 2006	Fall 2007	Fall 2008	Fall 2009	Fall 2010	Fall 2011
New Grad	922	1,010	1,036	503	731	742	800	840	882
Re-Entry	160	137	155	99	152	119	135	142	149
Continuing	2,940	2,978	2,876	1,989	1,827	1,941	2,000	2,060	2,122
<b>TOTAL</b>	<b>4,022</b>	<b>4,125</b>	<b>4,067</b>	<b>2,591</b>	<b>2,710</b>	<b>2,802</b>	<b>2,935</b>	<b>3,042</b>	<b>3,153</b>

#### ALL UNIVERSITY

Item	Fall 2003	Fall 2004	Fall 2005, Pre Katr	Fall 2006	Fall 2007	Fall 2008	Fall 2009	Fall 2010	Fall 2011
Undergraduate	13,338	13,225	13,075	9,195	8,653	8,634	9,000	9,428	9,858
Graduate	4,022	4,125	4,067	2,591	2,710	2,802	2,935	3,042	3,153
<b>TOTAL</b>	<b>17,360</b>	<b>17,350</b>	<b>17,142</b>	<b>11,786</b>	<b>11,363</b>	<b>11,436</b>	<b>11,935</b>	<b>12,570</b>	<b>13,011</b>

**EXHIBIT E**

**Food Services RFP Review Committee**

**John A. Williams**

Director, Lester E. Kabacoff School of Hotel, Restaurant & Tourism

**Darlene Berggren**

Director, Auxiliary Services

**Deborah Leitz Hadaway**

Facility Services – Facility Construction & Design

**Pam V. Rault**

Campus Activities Administration

**Mike Dauenhauer**

Bursar

**Will Peneguy**

Associate Vice Chancellor/Campus Services

**Andy Benoit**

Director/Admissions

**Justin Cottrell,**

President, Student Government, Resident, Privateer Place

**Jean Cranmer**

Foreign Languages/Student Persistence Group

**Lorena Sisniega**

Resident Assistant, Pontchartrain Halls, UNO Ambassador

New Orleans BioInnovation Center, Inc.  
 Profit and Loss Statement  
 (Fiscal Year ends June 30)

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
<b>Revenues</b>																					
<b>Rental Income</b>																					
Wet-Lab Suites	15,150	55,440	194,040	360,360	533,520	533,520	533,520	533,520	533,520	533,520	533,520	533,520	533,520	533,520	533,520	533,520	533,520	533,520	533,520	533,520	533,520
Stand-Alone Offices	12,000	6,000	24,000	36,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000
Warm Shell Offices	-	-	-	127,600	127,600	127,600	127,600	127,600	127,600	127,600	127,600	127,600	127,600	127,600	127,600	127,600	127,600	127,600	127,600	127,600	127,600
Warm Shell Labs	-	-	105,840	317,520	317,520	317,520	317,520	317,520	317,520	317,520	317,520	317,520	317,520	317,520	317,520	317,520	317,520	317,520	317,520	317,520	317,520
Retail Space	-	25,300	50,600	57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500
Conferencing Facilities	-	-	3,000	6,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
Parking	-	12,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
<b>Gross Operating Revenues</b>	<b>27,150</b>	<b>98,740</b>	<b>401,480</b>	<b>928,980</b>	<b>1,130,140</b>																
Collection Loss	-	(4,937)	(20,074)	(46,449)	(56,507)	(56,507)	(56,507)	(56,507)	(56,507)	(56,507)	(56,507)	(56,507)	(56,507)	(56,507)	(56,507)	(56,507)	(56,507)	(56,507)	(56,507)	(56,507)	(56,507)
<b>Net Operating Revenues</b>	<b>27,150</b>	<b>93,803</b>	<b>381,406</b>	<b>882,531</b>	<b>1,073,633</b>																
<b>Programming Income</b>																					
Sponsorship Income	-	-	82,500	185,000	197,500	210,000	212,500	212,500	212,500	212,500	212,500	212,500	212,500	212,500	212,500	212,500	212,500	212,500	212,500	212,500	212,500
Management Income	12,000	62,000	62,000	62,000	62,000	62,000	62,000	62,000	62,000	62,000	62,000	62,000	62,000	62,000	62,000	62,000	62,000	62,000	62,000	62,000	62,000
LED Support	471,840	993,064	681,701	53,076	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grant Support/Other Income	50,000	50,000	75,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
<b>Net Revenues</b>	<b>560,790</b>	<b>1,198,867</b>	<b>1,282,607</b>	<b>1,282,607</b>	<b>1,433,133</b>	<b>1,445,633</b>	<b>1,448,133</b>														
<b>Expenses</b>																					
<b>Salaries &amp; Benefits</b>																					
Salaries & Benefits	308,067	365,300	365,300	365,300	365,300	365,300	365,300	365,300	365,300	365,300	365,300	365,300	365,300	365,300	365,300	365,300	365,300	365,300	365,300	365,300	365,300
<b>Consulting</b>																					
Accounting	20,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Legal	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Other Consulting	15,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
<b>Other Costs</b>																					
Occupancy	60,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Insurance	15,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000
Marketing	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Memberships	5,000	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Parking	3,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	1,000	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400
Travel & Conferences	25,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Utilities(Electric, Gas & Water)	-	301,667	301,667	301,667	301,667	301,667	301,667	301,667	301,667	301,667	301,667	301,667	301,667	301,667	301,667	301,667	301,667	301,667	301,667	301,667	301,667
Communications	12,000	14,500	14,500	14,500	14,500	14,500	14,500	14,500	14,500	14,500	14,500	14,500	14,500	14,500	14,500	14,500	14,500	14,500	14,500	14,500	14,500
Janitorial/Trash Removal	10,740	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000
Prof. Services to Tenants	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Security	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Initial "Opening" Expenses	-	50,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Building Maintenance Reserve	-	-	93,341	93,341	93,341	93,341	93,341	93,341	93,341	93,341	93,341	93,341	93,341	93,341	93,341	93,341	93,341	93,341	93,341	93,341	93,341
Misc. expenses	33,983	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
<b>Supplies</b>																					
Office Supplies	12,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Maintenance Supplies	-	7,500	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
<b>Equipment</b>																					
Common Equipment	15,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Reserve for Replacement	-	-	32,899	32,899	32,899	32,899	32,899	32,899	32,899	32,899	32,899	32,899	32,899	32,899	32,899	32,899	32,899	32,899	32,899	32,899	32,899
<b>Total Expenses</b>	<b>560,790</b>	<b>1,198,867</b>	<b>1,282,607</b>																		
<b>Net Earnings</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>150,526</b>	<b>163,026</b>	<b>165,526</b>														

Attachment 2



## REPORT OF SYSTEM STAFF ON A SIGNIFICANT BOARD MATTER

### **UNO – Finding of Acceptable University Purpose for Onerous Donation of Immovable Property to UNO R&T Foundation for Coastal and Environmental Research**

To: Members of the Board of Supervisors

Date: August 27, 2009

Pursuant to paragraph E of Article VII, Section 8 of the Board Bylaws, the following is provided:

#### **1. Significant Board Matter**

This matter requires Board action pursuant to the following sections of the Uniform Affiliation Agreement between LSU and the UNO Research & Technology Foundation:

- 6.3.1 Accepting any onerous donation of immovable property.
- 6.3.4 Leasing any property or facility expected to be occupied by LSU for a period of one year or longer.

#### **2. Summary of the Matter**

A non-profit entity, the Foundation for Coastal and Habitat Enhancement Studies (the Coastal Foundation), seeks to donate a lease-hold interest in land and a building located on that land to the UNO Research & Technology Foundation for use by UNO to support its Pontchartrain Institute for Environmental Science and other UNO research and educational activities related to coastal Louisiana. The facility will be named "The University of New Orleans Shea Penland Coastal Education and Research Facility" (CERF). Dr. Penland was the Director of the UNO Pontchartrain Institute for Environmental Science before he passed away unexpectedly last year.

The property is a boat house located at Chef Menteur Pass. The 4,100 sq. ft. building, which includes 4 boat slips, is owned separately from the underlying land. The land is owned by the original developer, Marques Island Harbor, Inc. and is subject to a long-term lease. The Coastal Foundation has obtained both the leasehold interest in the land and ownership of the building, and will donate both to the UNO R&T Foundation.

Significant improvements to the building have been made in anticipation of the donation and in coordination with UNO.

Board approval is required because this is considered an “onerous donation,” as defined in section 6.4 of the Uniform Affiliation Agreement, because it involves immovable property which is intended to be retained by the UNO R&T Foundation and is intended to be leased or otherwise occupied by a component of LSU.

### **3. Review of Business Plan and Documents Related to Referenced Matter**

The building and leasehold interest was purchased by the Coastal Foundation for \$480,000 in June 2008. It also invested another \$256,200 to upgrade the structure for use as a coastal science educational facility. The UNO R&T Foundation has pledged \$170,000 to assist in further modifying the building in order to meet university standards for use as an educational facility. Private companies have also donated about \$89,000 in goods and services to improve the facility.

As renovated, according to the campus, the structure contains lab space and a computer lab with 10 terminals. It has wireless internet access throughout. It has 4 offices plus transient office space and can house 20 students and faculty for overnight visits, with 5 ADA-compliant bathrooms. The appraised value of the leasehold interest and the improvements was \$520,000 in January, 2008. A Phase I Environmental Site Assessment raised no concerns.

According to UNO, it currently spends about \$6,000 per year in storage costs for research and instructional vessels, which it will be able to save by housing the vessels in this facility.

The leasehold for the land expires in 2013. The lease provides the lessee with the option to renew for additional 5 year periods, at the then-current fair market value for such a lease (without including the value of the improvements).

UNO will enter into a standard-form state lease with the Foundation for use of the facility.

### **6. Statement by campus head re. compliance with Article VII, Section 8.E.**

This statement has been provided.

#### **ATTACHMENTS:**

1. Summary of project from Chancellor Ryan
2. Draft Act of Donation
3. Budget and Management Plan

#### **RECOMMENDATION(s)**

It is recommended that the following resolution be adopted.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College determines that the proposed donation by the Foundation for Coastal and Habitat Enhancement Studies to the UNO Research and Technology Foundation is for an acceptable university purpose as provided for in section 6.3 of the Uniform Affiliation Agreement; and

**BE IT FURTHER RESOLVED** that the Board authorizes its President, Dr. John V. Lombardi, to execute any related agreements between LSU and the UNO R&T Foundation for use of such property by UNO, and to include in such agreements such terms and conditions as he deems to be in the best interests of LSU, provided that any such agreements shall limit the use of the facility for educational and research purposes only and shall require that all books and records of the UNO R&T Foundation relating to the use of this facility shall be subject to audit by LSU System Internal Audit and the Louisiana Legislative Auditor.



# UNIVERSITY of NEW ORLEANS

## OFFICE OF THE CHANCELLOR

To: President John V. Lombardi and to the Members of the Executive Staff of the LSU Board of Supervisors

Date: May 27, 2009

### **I. Significant Board Matter**

Pursuant to Article VII, Section 8(D)(1) of the Board's Bylaws, UNO, with the assistance of the UNO Research and Technology Foundation, Inc. (R&T Foundation) seeks authorization to proceed with the donation of immovable property to the R&T Foundation and to enter into the attached Usage Agreement which delineates the obligations of the parties with respect to the management and operation of the facility.

### **II. Summary of the Matter**

In collaboration with NOAA and the City of New Orleans, and in consultation with the University, the Foundation for Coastal and Habitat Enhancement Studies ("Coastal Foundation"), a non-profit environmental advocacy group, purchased and renovated property on Chef Menteur Pass for use as a wetlands education and research facility. The Coastal Foundation undertook the renovation with the intention of donating the facility to support the Pontchartrain Institute for Environmental Science ("PIES") and other UNO research and educational activities related to coastal Louisiana.

The renovation of the property, carried out in consultation with UNO College of Sciences researchers and UNO facilities staff, is nearing completion. Final inspections have been scheduled and representatives of the Coastal Foundation anticipate receiving approval for occupancy from the City of New Orleans in the next few weeks. The Coastal Foundation has prepared draft donation documents, which have been reviewed and approved by the UNO R&T Foundation. (See Exhibit "A" – Draft Donation – including title insurance policy issued to Coastal Foundation). Representatives of UNO and the R&T Foundation have further prepared a draft use agreement, setting forth the obligations of the parties with respect to the management and operation of the facility. (See Exhibit "B" – Use Agreement). Finally, a faculty advisory committee has developed a detailed budget and management plan for the facility. (See Exhibit "C").

The R&T Foundation Board approved the acceptance of the gift, and the contribution of \$170,000 toward the project, to be recouped from project revenues to the extent possible, contingent upon the leasing of the facility to UNO at nominal or no cost with UNO assuming responsibility for operating and maintaining the facility. In addition, at the request of UNO, the R&T Board authorized naming the facility after the late Director of the UNO Pontchartrain Institute for Environmental Science ("PIES"), Dr. Shea Penland, a world-renowned expert in coastal science, who died unexpectedly last year.

The proposed name for the facility is *The University of New Orleans Shea Penland Coastal Education and Research Facility*. ("CERF").

As detailed below, UNO proposes to operate the facility as a PIES field station. UNO faculty and staff working at CERF will conduct research and educational programs on issues of direct relevance to the economic and social sustainability of coastal Louisiana. A major goal of the CERF and PIES is to foster connections among all levels of education and research, from research scientists to educators to students at all stages of learning. The CERF will serve as a central point where stakeholders can interact, learn, and work towards conserving coastal Louisiana.

**A. Description of the Donation**

The donation consists of a leasehold interest in four boat slips and improvements, located in Marques Island Harbor on Chef Menteur Pass, twenty minutes from the UNO campus. Improvements consist of a 4,100 square foot structure -- originally built as a recreational/residential boathouse -- now renovated to an institutional level educational facility. (See Exhibit "A"). The structure was not damaged in Hurricane Katrina, but sustained some water damage from roof leaks as a result of Hurricane Rita. The appraised value of the leasehold interest and improvements -- renovated to pre-hurricane condition for use as a general purpose marina boathouse was \$520,000 in January, 2008. (See Exhibit "D" -- Appraisal Report -- including underlying lease agreements). The Coastal Foundation obtained a Phase I Environmental Site Assessment which did not raise any environmental concerns. A copy of the report is attached as Exhibit "E".

The Coastal Foundation purchased a leasehold interest in the four boat slips and boathouse for \$480,000 in June, 2008, and entered into a construction contract, in the amount of \$256,200 to upgrade the structure for use as a coastal science educational facility. (See Exhibit "F" -- Renovation Plans). As noted above, the R&T Foundation Board pledged \$170,000 to assist in modifying the building to University standards for use as an educational facility. Additionally, Shell Oil Company donated a 12,000 gallon water tank for the sprinkler system and furniture for the facility. The total value of the Shell donations is approximately \$25,000. Landrieu Bros. Construction Co. donated services including site preparation, dredging, equipment loading and wreck salvage valued at approximately \$64,000.

***The total dollar value of this educational and research asset to the University will be in excess of \$800,000. The programmatic value will be immeasurable.***

As renovated, the structure now contains two wet-labs and a computer lab with 10 terminals. The entire building is networked and will have wireless internet access. There are full kitchen and laundry facilities and four offices plus transient office space for visiting faculty and students. Overnight accommodations for 20 students and faculty include five ADA approved bathrooms. The facility includes four internal boat slips with hoists that can be used to store UNO research boats. Use of the facility will save UNO approximately \$6,000 per year in storage costs for its research and instructional vessels.

The renovated structure is fully ADA compliant and meets all City and State building codes and State Fire Marshall regulations for educational facilities. The building includes a three-story elevator, new plumbing and electrical, extensive wiring for computers, air conditioning upgrades, a sprinkler system served by a 12,000 gallon tank (donated by Shell), commercial exhaust hood with Ansul fire suppression, and laboratory finishes with plumbing, electrical and exhaust components. (Exhibit "G" – photographs taken during construction and near completion).

#### **B. CERF Support of UNO Research and Educational Programs**

The CERF is located adjacent, and with direct access to, the Chef Menteur Pass between Lake Borgne and Lake Pontchartrain. (Exhibit "H"). The location provides an excellent opportunity for educating students about important coastal issues such as loss of wetlands, sea level rise, climate change, and the challenges of living in a dynamic ecosystem. The CERF is also located less than a quarter mile from the nation's largest wildlife refuge, the 23,000 acre Bayou Sauvage National Wildlife Refuge.

Educators will use CERF to offer field trips and workshops as well as the water access provided at the facility. The CERF will also serve as the base for on-going coastal research conducted by UNO researchers and collaborators. These activities include fishery research in Lake Pontchartrain, Lake Borgne, and the Chandeleur Islands; coastal restoration research in the eastern Pontchartrain Basin, and studies of long-term impacts of proposed changes to coastal systems (e.g., hurricane protection levees and floodgates, marsh creation, and river diversions). By combining education and research in one facility, younger students will benefit from watching and learning from coastal researchers while they participate in classes, field trips, and seminars at the CERF.

Initially, CERF will provide a main base of operations for the PIES Coastal Education Program and the Nekton Research Laboratory field operations. Other near term applications include using the facility as a field operations base for research studies of framework geology (e.g., core collection), coastal dynamics (e.g., instrument deployments, equipment maintenance and data downloads), vegetative productivity and marsh soil development (e.g., preliminary sample processing), oyster surveys and water quality assessments. Exhibit "I" is a list of proposed research projects which could be conducted from the CERF. Several of these projects have already been submitted for funding. CERF will also be used as a base for UNO class field trips for Earth and Environmental Science ("EES"), Biological Sciences, and Sociology classes (e.g., use of classroom, meeting rooms, basic laboratory analysis, use of boats).

As the facility becomes operational, procedures are established and space utilization clarified, it is anticipated that use can be expanded to include:

1. Base for water-dependent research activities for other UNO groups/collaborators;
2. The Coastal Exploration and the Summer Minority Awareness Programs of the EES will conduct a residential summer program for high school students;
3. Expanded K-12 educational visits from local schools based on a fee schedule (in addition to grant supported WEP programs);

4. Base for field trips from other universities and professional societies (e.g., NO Geological Society), including visitors from out of state, as coordinated with UNO faculty and based on a fee schedule;
5. Working meetings of agency and NGO groups concerning coastal restoration, e.g., Regional Planning Teams for CWPPRA; and
6. Purpose-specific workshops hosted by UNO faculty and/or other professionals working collaboratively with UNO.

Other possible functions are likely to develop as the facility becomes more widely known among the coastal research and educational community in Louisiana and beyond. Non-UNO users will have access based on availability and according to a fee schedule currently being developed.

**C. Proposed Management Plan**

The governing body of the CERF will be an Advisory Committee consisting of:

1. The Director of PIES;
2. The Chair of the Department of Earth and Environmental Sciences (EES);
3. The Director of the Nekton Research Laboratory (NRL);
4. A representative from the Foundation for Coastal and Habitat Enhancement Studies (Coastal Foundation);
5. Two additional UNO faculty (appointed by the Vice Chancellor of Research and Sponsored Programs) with interests in coastal research.
6. One additional UNO faculty (appointed by the Dean of the College of Education and Human Development) with interests in coastal education.

The Advisory Committee will report to the Dean of the College of Sciences. The Committee will be advised by and will coordinate with the Vice Chancellor for Research and Sponsored Programs and the Vice Chancellor of Campus Services on appropriate matters concerning the operation and maintenance of the facility. The Committee will advise the PIES Director. The PIES Director will oversee the management of the CERF and make decisions regarding the overall operation of the facility. The day-to-day management of the CERF will be coordinated by personnel appointed by the Advisory Committee to the following positions: Facility Manager, Education Coordinator, and Research Coordinator. These positions will report to the Director of PIES on day-to-day CERF activities.

**IV. Related Documents**

See referenced exhibits.

**V. Other**

N/A

**VI. Certification of Campus**

Attached

ACT OF DONATION

BY:

FOUNDATION FOR COASTAL AND  
HABITAT ENHANCEMENT STUDIES

TO:

UNIVERSITY OF NEW ORLEANS  
RESEARCH AND TECHNOLOGY  
FOUNDATION, INC.

\*  
 \*  
 \* UNITED STATES OF AMERICA  
 \*  
 \*  
 \*  
 \* STATE OF LOUISIANA  
 \*  
 \*  
 \*  
 \* PARISH OF ORLEANS  
 \*  
 \*  
 \* \* \* \* \*

BE IT KNOWN, that on this \_\_\_\_\_ day of the month of  
March, in the year of our Lord two thousand and nine (2009);

BEFORE ME, EWELL C. POTTS, III, a Notary Public, duly  
commissioned and qualified, in and for the Parish of Orleans, State  
of Louisiana, therein residing, and in the presence of the  
witnesses hereinafter named and undersigned,

**PERSONALLY CAME AND APPEARED:**

FOUNDATION FOR COASTAL AND HABITAT ENHANCEMENT STUDIES,  
(FEDERAL TAXPAYER IDENTIFICATION NUMBER XX-XXX3323) a  
Louisiana corporation authorized to do and doing business  
in the Parish of Orleans, State of Louisiana, appearing  
herein through its duly authorized officer, William H.  
Kappel, Secretary, in accordance with a Resolution of its  
Board of Directors, a copy of which is attached hereto,  
and whose mailing address is 2025 Lakeshore Drive, Room  
443, New Orleans, Louisiana 70122;

who declared that because of the interest of donor in preserving  
and enhancing the natural resources in the State of Louisiana and  
fostering research efforts necessary to accomplish such interest,  
it does, by these presents, grant, convey, transfer, assign and  
donate with full warranty and with full subrogation and  
substitution in and to all the rights and actions of warranty which

" A "

it has or may have against all preceding owners, vendors and possessors, unto:

UNIVERSITY OF NEW ORLEANS RESEARCH AND TECHNOLOGY FOUNDATION, INC., (FEDERAL TAXPAYER IDENTIFICATION NUMBER XX-XXX ) a Louisiana corporation authorized to do and doing business in the Parish of Orleans, State of Louisiana, appearing herein through its duly authorized officer, Patrick M. Gibbs, Chief Executive Officer, in accordance with a Resolution of its Board of Directors, a copy of which is attached hereto, and whose mailing address is 2021 Lakeshore Drive, Room 307, New Orleans, Louisiana 70122;

all of its undivided right, title and interest in and to the following described property, to-wit:

I. ALL OF DONORS'S RIGHT, TITLE AND INTEREST AS LESSEE IN AND TO THOSE CERTAIN AGREEMENTS OF LEASE BY AND BETWEEN MARQUES ISLAND HARBOR, INC. AND HELD BY THE ORIGINAL LESSES AS FOLLOWS:

1. SLIP 32 HELD BY MELVA COOK HELWIG AND THE SUCCESSION OF FREDERICK C. HELWIG, JR., DATED OCTOBER 1, 1983, RECORDED IN COB 803A, FOLIO 339, UNDER NOTARIAL ARCHIVE INSTRUMENT 597236, ON APRIL 18, 1985, PARISH OF ORLEANS.
2. SLIP 33 HELD BY JANET TUDURY, WIFE OF/AND FREDERICK C. HELWIG, III, DATED OCTOBER 1, 1983, RECORDED IN COB 803A, FOLIO 331, UNDER NOTARIAL ARCHIVE NO. 597237, ON APRIL 18, 1985, PARISH OF ORLEANS.
3. SLIP 34 HELD BY JANET TUDURY, WIFE OF/AND FREDERICK C. HELWIG, III, DATED OCTOBER 1, 1983, RECORDED IN COB 803A, FOLIO 337, UNDER NOTARIAL ARCHIVE NO. 597235, ON APRIL 18, 1985, PARISH OF ORLEANS.
4. SLIP 35 HELD BY ERIN SILVERMAN, WIFE OF/AND DAVID F. HELWIG AND ANDREA ORGERON, WIFE OF/AND FREDERICK C. HELWIG, IV, DATED SEPTEMBER 9, 1983, RECORDED IN COB 788D, FOLIO 679, UNDER NOTARIAL ARCHIVE NO. 519597, ON OCTOBER 24, 1983, PARISH OF ORLEANS, WHICH WAS ACQUIRED BY CURRENT VENDORS THROUGH VARIOUS ASSIGNMENTS RECORDED IN CONVEYANCE OFFICE INSTRUMENT NO. 313733, UNDER NOTARIAL ARCHIVE NO. 2005-41147, ON AUGUST 8, 2005, PARISH OF ORLEANS; CONVEYANCE OFFICE INSTRUMENT NO. 292871, UNDER INSTRUMENT NO. 2004-50303, ON OCTOBER 1, 2004, PARISH OF ORLEANS; AND CONVEYANCE OFFICE INSTRUMENT NO. 292870, UNDER NOTARIAL ARCHIVE NO. 04-50302, ON OCTOBER 1, 2004, PARISH OF ORLEANS.

WHICH LEASE AREAS ARE LOCATED ON AND FORM A PART OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

SEVEN CERTAIN LOTS OF GROUND, together with all of the improvements, rights, ways, and privileges thereunto belonging or in anywise appertaining, situated in the THIRD DISTRICT of the City of New Orleans, in that part which is known as "CHEF MENTEUR" and also being situated in Township 11 South, Range 14 East, designated as lots 1, 2, 3, 4, 5, 44 and 45 on plan of F. T. Payne, C. E. & S.,

dated October 6, 1908 and also shown on sketch by S.P. Lafaye, Draftsman, dated October 19, 1920 and which lots or portions of ground are designated the same on survey by J. J. Krebs & Sons, Inc., dated November 29, 1977 and according to which the said lots are located and measure as follows, to-wit:

Lot 1 measures 100 feet front on Pass Chef Menteur, 257.5 feet depth and front on Michel Canal, a width in the rear of 100 feet and a depth on the opposite side line of 255 feet.

Lot 2 lies adjacent to and immediately to the North of Lot 1 and measures 300 feet front on Michel Canal to the East, 100 feet in depth along Michel Canal on the North by a depth on the side line separating it from Lot 3 of 300 feet, by a depth of 100 feet separating it from Lot 1.

Lots 3, 4, and 5 lie adjacent to Lot 2 and are adjacent to each other and measure each 100 feet front on Michel Canal, same width in the rear, by depths of 300 feet each between equal and parallel lines.

Lot 44 lies adjacent to Lot 1 and has frontage on Pass Chef Menteur of 100 feet, the same width in the rear, by a depth on the sideline separating it from Lot 1 of 255 feet, by a depth on the opposite side line of 252.5 feet.

Lot 45 lies adjacent to Lot 44 and measures 100 feet front on Pass Chef Menteur, the same width in the rear, by a depth on the side line separating it from Lot 46 of 250 feet by a depth on the opposite side line of 252.5 feet.

Together with that strip of land lying between said lots and Pass Chef Menteur measuring 19.82 feet at the intersection of Pass Chef Menteur and Michel Canal and widening to a distance of 21.5 feet along the boat slip entering Pass Chef Menteur.

THE HEREINABOVE DESCRIBED PROPERTY IS SUBJECT TO THE FOLLOWING:

1. Servitude in favor of New Orleans Public Service, Inc. Concerning Lots 1, 2 and 44, dated January 9, 1968, registered in COB 679, folio 296.
2. Servitude in favor of New Orleans Public Service, Inc., dated July 7, 1969, registered in COB 691, folio 426.
3. Apparent servitude of shell roadway and bridge across Lots 2, 3, 4 and 5, as shown on survey of J. J. Krebs & Sons, Inc., dated November 29, 1977, and as modified or changed subsequent to that date and existing upon the property which would be shown on a current survey.
4. Rights of the public to the use of the shoreline of Pass Chef Menteur.

5. Any portion of such property which may have been covered by water subsequent to November 29, 1977.
6. Servitude in favor of Seaboard System Railroad, Inc. recorded in COB 787, folio 546, granting right of passage to cross portions of the property upon which the leasehold improvements are located.
7. Servitude in favor of New Orleans Public Service, Inc., recorded in COB 788B, folio 884, on July 12, 1983, Parish of Orleans, State of Louisiana, for electric utilities servicing the property upon which the leasehold improvements are located.
8. Those structures consisting of camps, docks and boats hoists situated over the water bottom of Michel Canal, as shown on survey of J. J. Krebs & Sons., Inc., dated November 29, 1977, along with all other encumbrances or improvements shown on such survey and as modified or changed subsequent to that date and existing upon the property which would be shown on a current survey.
9. Title to the beds and bottoms of any navigable waters now or formerly traversing any portion of the property or bordering the same.
10. Mortgage in the amount of \$20,542.63, dated June 13, 1980, recorded in MOB 2383, folio 600, Parish of Orleans on December 23, 1981.
11. Bond Indenture in favor of Louisiana Public Facilities Authority and recorded under Mortgage Instrument No. 437410, MOB 2388, folio 74.

II. All buildings and improvements located on the leased slips referenced above consisting of contiguous boathouses constructed atop the slips made the subject of such leases;

Being the same property acquired by Foundation for Coastal and Habitat Enhancement Studies from Melva Cook Helwig, et al, by act before Ewell C. Potts, III, Notary Public, dated June 27, 2008, and recorded in Conveyance Office Instrument No. 413296, under Notarial Archive No. 2008-42450, Parish of Orleans on July 18, 2008.

The parties take cognizance of the fact that a current survey has not been obtained on the herein described property, and relieve and release me, Notary, from any and all liability in connection therewith.

AND NOW INTO THESE PRESENTS COMES:

UNIVERSITY OF NEW ORLEANS RESEARCH AND TECHNOLOGY FOUNDATION, INC., (FEDERAL TAXPAYER IDENTIFICATION NUMBER XX-XXX) a Louisiana corporation authorized to do and doing business in the Parish of Orleans, State of Louisiana, appearing herein through its duly authorized officer, Patrick M. Gibbs, Chief Executive Officer, in accordance with a Resolution of its Board of Directors, a copy of which is attached hereto, and whose mailing address is 2021 Lakeshore Drive, Room 307, New Orleans, Louisiana 70122;

which declares that it does, by these presents, with gratitude, accept the within donation given to it by the said donor.

THUS DONE AND PASSED, in duplicate original, at New Orleans, Louisiana, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers, and me Notary, after reading of the whole.

WITNESSES:

FOUNDATION FOR COASTAL AND HABITAT  
ENHANCEMENT STUDIES

BY: \_\_\_\_\_

WILLIAM H. KAPPEL,  
SECRETARY

UNIVERSITY OF NEW ORLEANS RESEARCH  
AND TECHNOLOGY FOUNDATION, INC.

BY: \_\_\_\_\_

PATRICK M. GIBBS,  
CEO

\_\_\_\_\_  
EWELL C. POTTS, III  
NOTARY PUBLIC  
BAR NO. 10637

## Coastal Education and Research Facility

### Estimated Start- Up Costs – 13 May 2009

Initial furnishing and appliance needs are being met with a combination of PIES FEMA funds, PRP funding to the PIES Coastal Education program, donations from Shell and UNO property surplus. These costs only include minimal site clean up and do not include any work on the dock, with unused light poles, wiring boxes, etc. This cost assumes no initial hook-up fee for electrical service from Entergy.

Item	Cost	Source
<b>Fire extinguishers</b> UNO Safety Office has inspected CERF and advised on the number and type of extinguishers	\$ 448	State contract
<b>Grounds clean up</b> Includes initial service (\$720) and scraping/leveling (\$1775)	\$2,495	Garden Gate Inc – UNO contractor
<b>Alarm System</b> Installation of control panels and outdoor motion sensors. The control panels etc have already been installed (\$1965). The outdoor motion sensors are considered 'optional' (\$598). Not clear if they have been installed. Tricia Adams has requested UNO Fd to pay the invoice.	\$2,563	TOCA Alarm Serice Inc
<b>Interior Cleaning/Floor waxing</b> Complete interior cleaning prior to occupancy (not windows) - \$420 Four layers of wax on the floors - \$867	\$1,287	Aztec – UNO contractor
<b>DSL hookup and router box (estimate)</b> Chris Williams from UCC is investigating the availability of DSL service, and inspecting the facility for hardware needs.	\$1,500- \$2,000	
<b>Supplies (estimate)</b> Padlocks, chains, floor mats, buckets, etc not included in PRP CEP funding. Also blinds, towel rails, shower curtains/rods, plungers, etc.	\$2,000	
<b>TOTAL</b>	<b>\$10,793</b>	

5/13/2009

## Estimated Routine Costs – 13 May 2009

CATEGORY	Monthly Rate	Annual Rate
<b>Projected electrical utility</b>	\$1,000	\$12,000
<b>Phone line and DSL internet service (estimate)</b> - Two lines (one for phone service) and DSL/networking	\$150	\$ 1,800
<b>Dumpster service</b> - UNO contract \$624/yr min – 4 yd <sup>3</sup> , 2 week pickup	\$52	\$ 624
<b>Grounds keeping</b> - UNO contractor - cut grass, weedeat, trimming - ~ weekly (46 /yr).	\$670	\$ 8,040
<b>Housekeeping</b> - UNO contractor – weekly clean all restrooms, high&low dust, sweep and mop all floors, empty all trash and replace liners	\$420	\$ 5,040
<b>Security alarm monitoring</b> - TOCA alarms for monthly monitoring	\$50	\$ 600
<b>Fire extinguishers</b> - Mtce/annual inspection (estimate – recharge needs unknown) - \$70 - Mtce of kitchen hood system 6 month inspection - \$300 - Sprinkler system annual inspection - \$350 - Fire alarm annual inspection - \$1,200		\$ 1,920
<b>Supplies</b> Tissue, paper towels, light bulbs, cleaning supplies, paper, ink, laundry soap, etc	\$250	\$ 3,000
<b>Part-time Security Guard (estimate)</b>		\$20,000
<b>Contingency (equipment failures, etc.)</b>		\$10,000
<b>Total</b>		<b>\$63,024</b>



**RECOMMENDATION TO APPROVE LEASE AGREEMENT WITH THE TIGER ATHLETIC FOUNDATION FOR CONSTRUCTION OF IMPROVEMENTS TO THE PETE MARAVICH ASSEMBLY CENTER AT LOUISIANA STATE UNIVERSITY**

**To: Members of the Board of Supervisors**

**Date: August 27, 2009**

Pursuant to Article VII, Section 8, D.2(a) and (b) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights-of-way, servitudes, or other immovable property owned or controlled by LSU.

D.2(b) Any contract or series of related contracts for the design, construction, repair, or renovation of any building or other structures involving a total of \$500,000 or more.

**1. Summary of the Matter**

The Tiger Athletic Foundation (TAF) request approval to enter into a Lease Agreement with LSU to lease the interior event floor of the Pete Maravich Assembly Center (PMAC) in order to provide design services, to purchase, install, and perform all work required to replace a portion of the retractable bleacher seating in the PMAC. Approximately 662 new seats, decking, stairs and related improvements (Improvements) will be installed in accordance with plans and specifications approved by the President of the LSU System or his designee and at the sole expense of TAF.

The lease proposes that the work shall commence on or before October 15, 2009 and be completed on or before November 15, 2009, unless delayed by Force Majeure.

**2. Review of Business Plan**

The improvements to the Pete Maravich Assembly Center pursuant to the terms of the proposed Lease by the Tiger Athletic Foundation will be donated to the LSU Board of Supervisors upon completion of construction and acceptance by LSU. LSU will grant to TAF and its contractors the right of access and use of the property in order to facilitate the construction and said Improvements.

**3. Fiscal impact**

Tiger Athletic Foundation shall pay to LSU the sum of \$100 for leased premises.

The estimated cost of design, construction, removal and replacement of seating is \$550,000. All costs incurred for design, construction, removal and disposal of existing seating and installation of new telescopic bleacher seating will be at the expense of TAF. The Tiger Athletic Foundation will donate said Improvements to the Board of Supervisors of Louisiana State University upon completion of construction.

**4. Description of Competitive Process**

Contract(s) negotiated between Tiger Athletic Foundation and contractor(s).

**5. Review of Legal Documents**

Attached is the proposed Lease Agreement between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and the Tiger Athletic Foundation for the construction of said Improvements in the Pete Maravich Assembly Center.

**6. Parties of Interest**

None.

**7. Related Transactions**

TAF shall enter into written contract(s) between TAF and contractor(s). TAF shall not enter into any contract without prior written approval of the LSU representative or his designee.

**8. Conflicts of Interest**

None.

**Attachments**

- Letter from Chancellor Martin
- Proposed Lease Agreement with Tiger Athletic Foundation for Construction of Improvements to the Pete Maravich Assembly Center

**Recommendation**

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**“NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize John V. Lombardi, President of the Louisiana State University System, to approve a Lease Agreement with Tiger Athletic Foundation for the removal and replacement of retractable bleachers at the Pete Maravich Assembly Center; said lease to contain such terms and conditions as Dr. Lombardi deems to be in the best interest of the Board of Supervisors.

**BE IT FURTHER RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize John V. Lombardi, President of the Louisiana State University System, to execute all such approvals, documents and consents and to do all things necessary and proper to implement the purposes and provisions of the lease.”

J. Howell ✓

OFFICE OF THE  
PRESIDENT

AUG 07 2009

LSU SYSTEM



LOUISIANA STATE UNIVERSITY

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**CAMPUS CORRESPONDENCE**

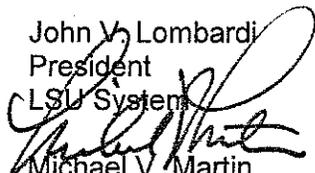
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To: John V. Lombardi  
President  
LSU System

Date: August 6, 2009

**RECEIVED**

AUG 07 2009

From:   
Michael V. Martin  
Chancellor

PROPERTY & FACILITIES

**Subject: Proposed Lease Agreement with the Tiger Athletic Foundation for  
Construction of Improvements to the Pete Maravich Assembly Center at  
Louisiana State University**

Attached for your review is a resolution to approve a proposed Lease Agreement between LSU and Tiger Athletic Foundation for construction of improvements to the Pete Maravich Assembly Center. I respectfully request that the resolution and the proposed Lease Agreement be forwarded to the Board of Supervisors for placement on the agenda for the August 2009 Board of Supervisors' meeting.

Thank you.

Attachments

## **LEASE FOR CONSTRUCTION OF IMPROVEMENTS TO THE PETE MARAVICH ASSEMBLY CENTER**

### **EXECUTIVE SUMMARY**

Pursuant to the proposed Agreement, Tiger Athletic Foundation agrees to design, purchase, install and perform all related work required to remove a portion of the existing floor seating in the PMAC, and provide new retractable seating consisting of approximately 662 seats all in accordance with approved plans and specifications and at TAF's expense. To facilitate construction of the Improvements, the LSU Board agrees to lease the event floor of the PMAC to TAF. The proposed lease provides that work shall commence on or before October 15, 2009, and be completed on or before November 15, 2009. The proposed lease includes standard provisions providing for payment and performance bonds, insurance and approval of change orders by LSU. Upon completion and acceptance of the work, TAF agrees to donate the Improvements to LSU.

**LEASE AGREEMENT FOR CONSTRUCTION OF IMPROVEMENTS TO**  
**THE PETE MARAVICH ASSEMBLY CENTER**

**THIS LEASE AGREEMENT FOR CONSTRUCTION OF IMPROVEMENTS TO THE PETE MARAVICH ASSEMBLY CENTER** (herein "Agreement") is entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2009 (the "Effective Date"), by and between

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**, a public constitutional corporation organized and existing under the Constitution and laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, said State, appearing herein through John V. Lombardi, President of the Louisiana State University System, duly authorized and empowered by said Board of Supervisors (hereinafter referred to as "Board"),

and

**TIGER ATHLETIC FOUNDATION**, a Louisiana non-profit corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, herein appearing through and represented by Ronald G. Richard, its duly authorized representative (hereinafter referred to as "Foundation"),

provides as follows:

**WHEREAS**, Board is the owner of that certain building known as the Pete Maravich Assembly Center (the "Building") located on North Stadium Drive on the campus of Louisiana State University and Agricultural and Mechanical College in the Parish of East Baton Rouge Louisiana;

**WHEREAS**, Foundation desires, at Foundation's expense, to provide architectural design services for, and to purchase, install and perform all related work (the "Work") required to replace a portion of the retractable bleacher seating currently located in the Building with new seating (the "Improvements"), all in accordance with plans and specifications approved by the President of the LSU System or his designee (hereinafter the "LSU Representative") and pursuant to Board/LSU's design standards, which Improvements Foundation will donate to Board upon completion of construction;

**WHEREAS**, Board desires to grant to Foundation certain rights of use and access in order to facilitate construction of the Improvements by Foundation; and

**WHEREAS**, the Foundation is a nonprofit corporation whose tax exempt purpose is to support the mission and programs at LSU, and Foundation will promote that mission by designing and constructing the Improvements as described herein and donating said Improvements to Board after completion of construction;

**NOW THEREFORE**, in consideration of the mutual covenants, conditions and agreements which follow, the parties hereby agree:

## **ARTICLE I**

### **PROPERTY DESCRIPTION**

Board is the owner of the Building, which is depicted on the Site Plan attached as Exhibit "A." Board desires to lease to Foundation the interior event floor of the Building (the "Property") for construction of the Improvements and related purposes as specifically authorized herein.

## **ARTICLE II**

### **LEASE OF PROPERTY**

For and in consideration of One Hundred and 00/100 Dollars (\$100.00) and other good and valuable consideration set forth herein, Board hereby leases the Property to Foundation and hereby grants to Foundation such rights of use and access as are necessary to perform the Work as hereinafter defined. Said lease and rights of access and use for construction purposes shall terminate upon the earlier of (a) termination of this Agreement or (b) donation of the Improvements and the Work to Board as provided herein.

## **ARTICLE III**

### **AGREEMENT TO CONSTRUCT IMPROVEMENTS AND USE OF PROPERTY**

Foundation does hereby agree to design, construct, furnish and equip the Improvements, consisting of removal and disposal of existing seating and installation of a new telescopic

bleacher seating system including 662 seats, decking, stairs and related improvements, on the Property all in accordance with plans and specifications approved by the LSU Representative and pursuant to Board's design standards applicable to LSU, and Foundation hereby agrees to donate the Improvements to Board after completion of the construction. It is estimated that the total cost of the Improvements, including both construction and design, will be approximately Five Hundred Fifty Thousand and NO/100 Dollars (\$550,000.00), all of which cost and expense shall be paid by Foundation. Said amount may be increased with the written consent of Foundation and the LSU Representative, subject to the requirements of Section 4.11 hereof. Foundation may use the Property only for construction of the Improvements.

3.1 Foundation shall not use the Property for the sale, distribution, storage, transportation or handling of petroleum or synthetic products. Foundation shall not make any use of the Property in violation of any applicable statutes, ordinances, regulations or laws and shall not permit any contamination or pollution on or about the Property or increase the fire or insurance hazard by any use thereof. Before beginning any work on the Property, Foundation shall obtain any permits required by the State of Louisiana, the Parish of East Baton Rouge, the United States of America or any of their subdivisions, agencies or departments. Foundation shall not install or otherwise place storage tanks in or on the Property without the LSU Representative's prior written consent which, in addition to any other conditions required by Board, shall be subject to the condition that any such tank shall be located on a concrete slab and shall be surrounded by a retaining wall that shall retain the products stored in the tanks in the event of any spill, discharge, leak, overflow or other release.

#### **ARTICLE IV**

#### **CONSTRUCTION**

At its sole cost and expense, Foundation shall design and construct the Improvements in a good and workmanlike manner, in accordance with the following provisions:

4.1 Plans and Specifications/Change Orders. Plans and specifications for construction of the Improvements shall be delivered to the LSU Representative for review at least thirty (30) days prior to the anticipated commencement of the Work. The LSU Representative shall approve or disapprove such plans and specifications within thirty (30) days of receipt thereof. No change order to the contract or to the plans and specifications which increases the total contract amount by more than Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) or which materially alters either the available event floor space or the number of available seats on the Property shall be implemented without the prior written consent of the LSU Representative. Changes which do not increase the total contract amount by more than Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) or materially alter either the available event floor space or the number of available seats on the Property shall be approved by the Director of Facility Development for LSU prior to implementation. Any request for change orders to the plans and specifications or to the construction contract should be made to the LSU Representative or the Director of Facility Development for LSU as applicable. The LSU Representative or the Director of Facility Development for LSU as applicable shall approve or disapprove such request within fourteen (14) business days of having received the request for the change order from the Foundation. Failure by the LSU Board Representative or the Director of Facility Development for LSU to approve or disapprove a request for change order within the time specified herein shall be deemed approval.

To the extent required by law or by applicable LSU policies and procedures, before commencement of construction, the Office of Facility Planning and Control ("OFPC") shall review the plans and specifications for the Improvements for the purpose of determining compliance with applicable building codes, space standards where appropriate, and standards assuring quality of construction. The approval of the plans and specifications by OFPC for such purpose shall be required prior to the commencement of construction.

4.2 Commencement and Completion of Work. Unless delayed by Force Majeure, at its own expense, Foundation agrees to commence construction of the Improvements (said construction to be referred to herein as the "Work") on or before October 15, 2009 and shall make best efforts to complete the Work on or before November 15, 2009, unless delayed by Force Majeure as hereinafter defined. The location of the Work is set forth on Exhibit "A" hereto. Said Work shall not commence until the LSU Representative has given his written notice to commence and his written approval to the plans and specifications. The commencement and completion dates set forth herein may be extended by a written change order issued by the Foundation and approved in writing by the LSU Representative.

"Force Majeure" for purposes of this Agreement shall mean, any (a) act of God, lightning, hurricane, tornado, and other adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, insurrection, riot or civil disturbance; (b) labor dispute, strike, work slow down or work stopped; or (c) any other similar cause or similar event beyond the reasonable control of the Foundation.

4.3 Contract with Contractor. The Work shall be performed on behalf of Foundation, pursuant to written contracts between Foundation and a contractor or contractors. Where appropriate, the contract(s) and bond(s) shall be recorded properly with the Clerk of Court of East Baton Rouge Parish prior to commencement of the Work. Foundation shall include a liquidated damages clause acceptable to the LSU Representative in its construction contract. Foundation shall not enter into any construction contract without the prior written approval of the LSU Representative. The LSU Representative shall approve or disapprove such contract within ten (10) days of receipt of a copy of the contract from Foundation. Board and Foundation hereby acknowledge the following, and, to the extent practically and legally possible, the contract between Foundation and any contractor or contractors and all subcontracts entered into by the general contractor shall acknowledge expressly that they have been informed of the following:

- (a) The Work will be performed solely and exclusively for Foundation.
- (b) Foundation is a separate legal entity from Board and LSU. It is not acting as agent for Board or LSU, and Foundation has no authority to obligate Board or LSU to any extent whatsoever.
- (c) Neither Board, LSU nor the State of Louisiana shall be liable, directly or indirectly, for the payment of any sums whatsoever or for the performance of any other obligation whatsoever arising out of the Work performed pursuant to this Agreement; provided, however, that this provision shall not be deemed to limit the liability of the State Office of Risk Management under any policy or policies of insurance issued to LSU, Foundation or any other entity..
- (d) Foundation has no ownership interest in the Property upon which the Work will be performed. Any improvements placed on property of Board shall become property of Board upon completion of the Work. The Work shall not give rise to any rights against the Property, Board or LSU.

4.4 Performance Bond. Foundation shall require that the contractor provide a performance and labor and materials payment bond with a corporate surety authorized to do business in the State of Louisiana. Said bond shall be for the greater of the full amount of the contract price or the amount of the guaranteed maximum price of the Work. Both Foundation and Board shall be obligees under the bond.

4.5 Rights Concerning the Property during Construction. To the extent necessary, Foundation and its contractors shall have the right to occupy and use the Property, with reasonable ingress to and egress from the Property, during the term of this Agreement and with the prior written consent of the LSU Representative shall fence or block off that area of the Property necessary to perform the Work at a location and in a safe and secure manner acceptable to the LSU Representative. Foundation assumes all responsibility for the condition of all

property, including but not limited to the Property, used by it during the term of this Agreement. Foundation and its contractors shall maintain the Property and any improvement or construction thereon in a reasonably prudent manner at all times until the Work is accepted by Board. The LSU Representative and any other Board employees or agents designated by him shall at all times have access to the Property and the exercise of all rights as owner, even those not specifically acknowledged herein, except as otherwise provided herein. Foundation will take prudent care of the Property and return same to Board at the termination or expiration of this Agreement, with the Improvements thereon, in as good a condition as when received, ordinary wear and tear excepted. Board shall not be responsible for any maintenance or repairs to the Property during the term of this Agreement. Foundation accepts the Property for the purposes herein outlined without any warranty of title or recourse whatsoever against Board or LSU.

4.6 Access over Adjoining Property during Construction. Board hereby grants to Foundation a servitude of access over and across such other property owned by Board as is necessary in order for the Foundation to fulfill its obligations hereunder, provided, however, Foundation will not unreasonably interfere with Board's use of such other property.

4.7 Board/LSU Rules and Regulations; Code Compliance; Board Access During Construction. Foundation agrees that it will comply with all Board and LSU regulations and policies with regard to all contractors and personnel entering the Property for purposes of construction, and with all state and local laws and ordinances regulating its operations on the Property, and that it will secure, at its own expense, all necessary permits and licenses from all regulatory agencies or bodies, which rules and regulations will be addressed at the pre-construction conference. Foundation shall make these same requirements of its contractor or contractors for the Work. Foundation and its contractors shall design and construct the Work in accordance with all current and applicable codes, rules, regulations, applicable laws and applicable amendments thereto, including but not limited to the International Building Code,

NCANSI-A117.1 1986 or the edition current as of the Effective Date hereof, the most recent edition of the NFPA 101 Life Safety Code (2003 edition), the Americans with Disabilities Act, and all local and state uniform building codes in effect as of the Effective Date hereof. The Work and the Property shall be subject to inspection by the LSU Representative, and the LSU Representative shall have access at all times to the Work and the Property during construction for all purposes including but not limited to the right to review the Work to determine that it is being performed in compliance with the approved plans and specifications and in a good and workmanlike manner.

4.8 Approvals. Board may not unreasonably deny or delay any approval required pursuant to this Agreement. Failure by Board to approve or disapprove within a time limit set forth herein shall be deemed disapproval by Board, unless otherwise set forth herein.

4.9 Signage. Before erecting or placing any sign upon the Property or the Building, Foundation shall submit the design specifications of such sign to the LSU Representative for approval, which approval shall not be withheld if such signage is consistent with Board or LSU's current signage policy or such signage was included in the plans and specifications, which have been approved by the LSU Representative.

4.10 Acceptance of Construction. Foundation and Board agree to work together to complete all warranty and punch list items within the first year following acceptance of the Work. Foundation will not accept the Work without the written approval of the LSU Representative. Board reserves the right to refuse to approve the acceptance of the Work unless monies equal to the value of the punch list deficiencies are held by the Foundation in an escrow account for payment to the contractor for completion of the punch list items. All governmental reviews, acceptance letters and associated appeals, including but not limited to the Office of the State Fire Marshall and the Department of Public Health, if applicable, shall be delivered to the LSU Representative prior to final acceptance of the Work. Upon acceptance of the Work by

Foundation, Foundation hereby agrees that, to the extent allowed by law, Foundation will assign or transfer to Board its right to enforce actions against the contractor and/or the architect arising out of the Work; provided, however, Foundation shall continue to be obligated to complete the punch list items. Final payment shall not be made to the contractor until the LSU Representative agrees in writing that the punch list items have been completed.

4.11 Funds for Construction. Prior to the commencement of Work, Foundation shall satisfy the LSU Representative that the total amount of money needed to complete the Work has been collected or acquired by the Foundation and is dedicated to that use. At Board's option, Foundation may be required to provide a dedicated escrow account to guarantee its performance.

4.12 Clerk of the Works. If in Board's sole discretion it becomes necessary, Foundation at Foundation's expense shall hire a Clerk of the Works for full time supervision of the Work.

4.13 Inspection and Survey. Foundation shall inspect the Property and arrange for boundary surveys, topographical surveys, soil borings and other site investigations at its expense. Foundation accepts the Property in its present condition.

4.14 Utilities. Board shall provide for water, heat, gas, electricity, sewerage and other utilities necessary for the construction of the Work to the boundary of the Property. Foundation shall be responsible for paying or shall cause to be paid any and all charges for all utilities used on the Property and attributable to the Work during construction of the Work.

4.15 No Liens; Release of Recorded Liens. Foundation shall not suffer or permit any liens to be enforced against the Property, the Work, the Building, Board or LSU by reason of a failure to pay for any work, labor, services or materials supplied or claimed to have been supplied to Foundation or to anyone through or under the Foundation. If any such liens shall be recorded against the Property, Foundation shall cause the same to be released of record, or in the alternative, if the Foundation in good faith desires to contest the same, Foundation shall be

privileged to do so, but in such case, Foundation hereby agrees to indemnify and save Board and LSU harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said lien, cause the same to be discharged and released prior to the execution of such judgment. Furthermore, at the LSU Representative's request Foundation shall promptly deposit with the Recorder of Mortgages for East Baton Rouge Parish a bond guaranteeing payment of any such liens.

4.16 Site Prior to Construction. Foundation or its contractors will not remove or trim any trees located on or adjacent to the Property without prior written consent of the LSU Representative, which consent shall not be unreasonably withheld. During construction the Foundation and its contractors will protect and guard all trees standing within 100 yards of the construction site for a distance of 10 feet from the drip line of each tree against vehicular traffic and other reasonably foreseeable hazards, and not store any construction materials within the protected area.

## ARTICLE V

### INSURANCE

5.1 During the Work and prior to the donation to Board of the Improvements, Foundation shall maintain or require its contractor to maintain the following:

- (a) Builder's Risk Insurance. Contractor shall provide an "All Risk" builder's risk insurance policy, including but not limited to fire and extended coverage insurance, vandalism and malicious mischief, for not less than one hundred (100%) percent of the full replacement value of the Improvements, Work, Property and all structures located on the Property to protect against any damage or loss during the Work and until final donation of the Work and Improvements to Board and acceptance thereof. This policy shall be taken out prior to commencement of construction and discontinued upon final acceptance by Board

of the Work. It shall run in favor of contractor, Foundation and Board, as their interests may appear. The coverage shall include the architect's fee for work required and reconstruction following a loss during construction. Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of the Work.

- (b) General Liability and Property Damage Insurance. Foundation and its contractors, before commencing any construction, shall procure such comprehensive liability and property damage insurance, including insurance for the operation of motor vehicles, which will cover Foundation's, Board's, LSU's and the architect's legal liability arising out of the construction performed by Foundation or any of its contractors or subcontractors and by anyone directly or indirectly employed by either of them, for claims for damages for personal injury, including accidental death, as well as claims for property damage, including but not limited to damage to surrounding structures and buildings, which may arise from operations for the construction of the Work, with limits of liability of Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence and Five Million and 00/100 Dollars (\$5,000,000.00) general aggregate. Foundation shall also require its contractors and subcontractors to have in full force and effect a policy of workers' compensation and employer's liability insurance before proceeding with the construction under this Agreement. Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of the Work.
- (c) Architect's Design, Errors and Omissions. Upon execution of this Agreement, Foundation shall provide to Board evidence that the architect for the work has procured architect's design, errors and omissions insurance coverage for the Work

in an amount acceptable to the LSU Representative, and Board shall be named as an additional insured on said policy.

- (d) All insurance shall be obtained through insurance companies duly licensed to do business in the State of Louisiana and bearing a rating of A+:XV in the latest A. M. Best Co.

5.2 Additional Insureds. Foundation, Board and LSU shall each be named as an additional insured on all policies required hereby. Certificates of all policies of insurance and upon request by the LSU Representative copies of all insurance policies shall be delivered to Board, and said certificates and policies shall provide a thirty (30) day written notification to the LSU Representative prior to the cancellation thereof.

## ARTICLE VI

### DONATION OF IMPROVEMENTS AND TITLE TO IMPROVEMENTS

6.1 Foundation agrees to donate the Improvements and Work to Board after (a) final acceptance of the Work by Foundation and written approval by the LSU Representative of said final acceptance and (b) the delivery to the LSU Representative of (i) either a clear lien certificate as to the Work which certificate has been obtained from the proper parish clerk's office or (ii) evidence that any liens against the Improvements and Work have been adequately bonded. Said Improvements and Work shall not be considered donated to Board until the events in both (a) and (b) of this paragraph have occurred.

6.2 Upon fulfillment of the conditions set forth in paragraph 6.1 (a) and 6.1 (b) hereof, the Improvements and Work shall be donated to and title and ownership to said Improvements and Work shall be transferred to and shall become owned by Board. Said donation shall occur concurrently with final fulfillment of the conditions set forth in paragraph 6.1 (a) and 6.1 (b), and, upon said donation, Foundation shall have no further responsibilities, obligations or liabilities with regard to the Improvements, the Property or the Work, except as

otherwise specifically set forth herein, including but not limited to final payment for all punch list items remaining on the Work, which obligation shall survive the termination of this Agreement. Foundation shall bear the risk of loss with respect to the Improvements and Work until final acceptance of the donation by Board. Furthermore, prior to such donation, Foundation shall obtain guarantees and warranties acceptable to the LSU Representative from the contractor or contractors and suppliers of equipment, which guarantees and warranties shall be assigned to and shall run in favor of Board upon the donation of the Improvements and Work.

6.3 Upon fulfillment of the conditions set forth in Paragraph 6.1 hereof the parties agree to execute any and all documents necessary to effectuate the donation and the acceptance by Board thereof. The parties will record the donation and acceptance in the records of East Baton Rouge Parish.

6.4 Notwithstanding anything contained in this Agreement, Board at all times will have the absolute right to terminate this Agreement on thirty (30) days' written notice to Foundation. Upon such termination either Board shall take title to the Work and Improvements, or Board, at its option, may require Foundation to transfer all of its right, title and interest in this Agreement, in any funds dedicated to complete the construction of the Work and Improvements, and in the Work and Improvements already constructed to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390, which is acceptable to Board, and which accepts the obligations of the Foundation hereunder.

## **ARTICLE VII**

### **INDEMNIFICATION**

7.1 Foundation, for itself and for its successors, assigns, agents, contractors, employees, invitees, customers and licensees, agrees to indemnify, defend and to hold Board and LSU harmless against any loss for damages or injuries that may be suffered by any person, including but not limited to Foundation's agents, contractors, employees, invitees and licensees,

to the extent such loss arises out of or is related to the Work, and Foundation agrees to defend Board and LSU in any legal action against it and pay in full and satisfy any claims, demands or judgments made or rendered against Board and LSU, and to reimburse Board and LSU for any legal expenses, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder, but Foundation's costs, expenses and indemnity payments incurred in fulfilling this indemnity and defense shall be limited to insurance proceeds which are available for this purpose, but only if Foundation has procured and kept in force the insurance required by this Agreement.

7.2 To the extent allowed by law, Board, for itself and for its successors, assigns, board members, officers, and employees, agrees to indemnify, defend and hold Foundation harmless against any loss for damages or injuries that may be suffered by any person including but not limited to Board's board members, officers, and employees, to the extent that such loss, damage or injuries arise out of the fault or negligence of Board or anyone for whom Board is legally liable, and Board agrees to defend Foundation in any such legal actions against it and, to the extent allowed by law, pay in full and satisfy any claims, demands or judgments made or rendered against Foundation, and to reimburse Foundation for any legal expenses, including attorneys fees and court costs, which may be incurred by it in defense of any such claim or legal action arising thereunder; provided, however, that Board's costs, expenses and indemnity payments incurred in fulfilling this indemnity and defense shall be limited to proceeds from the Office of Risk Management which are available for this purpose.

## **ARTICLE VIII**

### **TERMINATION**

This Agreement shall terminate upon donation of the Improvements and Work to Board and acceptance by Board of said donation as set forth in paragraph 6 hereof or at the latest on December 31, 2009. This Agreement may be extended by written consent of both parties, which

consent may be granted by the President of the LSU System and the Chairman of the Board of the Foundation.

## ARTICLE IX

### NOTICES

All notices, demands and correspondence made necessary by the provisions of this Agreement shall be deemed to be properly given, served and addressed, if and when sent by certified mail, return receipt requested, directed as follows:

Board: Board of Supervisors of  
Louisiana State University and  
Agricultural and Mechanical College  
Attention: President  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808

With a copy to: Associate Vice Chancellor for Facility Services  
Louisiana State University  
Facility Services Bldg., CEBA Lane  
Baton Rouge, LA 70803

FOUNDATION Tiger Athletic Foundation  
Attention: Ronald G. Richard  
P.O. Box 711  
Baton Rouge, LA 70821

With a copy to: Roedel, Parsons, Koch, Blache, Balhoff & McCollister  
Attention: David H. Hardy  
8440 Jefferson Highway, Suite 301  
Baton Rouge, LA 70809

## ARTICLE X

### FOUNDATION DEFAULT

10.1 Board may declare Foundation in default upon one or more of the following events:

- (a) Failure of Foundation to commence and/or complete the Work as set forth in this Agreement, within the time frame allowed, unless such time period has been mutually extended in writing by the LSU Representative and Foundation, and

which failure has continued for a period of thirty (30) days after receipt of written notice from the LSU Representative specifying such failure and requesting that it be remedied; or

- (b) A deviation, unauthorized in writing by the LSU Representative, from the plans and specifications for the Work approved by the LSU Representative, which deviation materially increases the total contract amount or which materially alters either the available event floor space of or the number of available seats on the Property has continued for a period of thirty (30) days after receipt of written notice from LSU specifying such failure and requesting that it be remedied; or
- (c) Failure of Foundation to observe or perform any other covenant, condition or agreement upon its part to be observed or performed under this Agreement for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied; or
- (d) The taking by execution of the Building or the Work for the benefit of any person or entity other than Board; or
- (e) A court having jurisdiction shall enter an order for relief in any involuntary case commenced against Foundation, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction in the premises appointing a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for Foundation or any substantial part of the properties of Foundation or ordering the winding up or liquidation of the affairs of Foundation, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days; or
- (f) The commencement by Foundation of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence

by Foundation to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for Foundation or any substantial part of the properties of the Foundation; or

- (g) Foundation, after commencement of construction but prior to substantially completing construction of the Work and/or the Improvements, abandons (with no intent to continue) construction for a period of fifteen (15) consecutive days, excluding delays caused by Force Majeure.

10.2 Whenever any event of default referred to in this section shall have occurred and be continuing and Foundation refuses or fails to take the reasonable and necessary remedial action to cure such default in the time period specified therefor, in addition to any other remedies herein or by law provided, Board shall have the right, without any further demand or notice, to declare this Agreement terminated. In the event of the termination of this Agreement, Foundation expressly waives any notice to vacate. Furthermore, in the event of the termination of this Agreement during the Work due to the default of contractor, Board may call on the surety under the performance bond to complete the Work and shall be the owner of all improvements made on or to the Property, provided, however, at Board's sole option, Foundation shall transfer its rights and obligations under this Agreement and any funds Foundation has dedicated to complete the construction of the Improvements to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390 and which is acceptable to Board.

## **ARTICLE XI**

### **LSU DEFAULT**

Foundation may declare Board in default upon the failure of Board to observe or perform any covenant, condition or agreement upon its part to be observed or performed under this Agreement for a period of thirty (30) days after receipt of written notice specifying such failure

and requesting that it be remedied. If the default be continuing and Board has not taken any action reasonably anticipated to cure such default, in addition to any other remedies herein or by law provided, Foundation shall have the right, without any further demand or notice to declare this Agreement terminated and shall have no further obligation to perform any of the obligations of Foundation under this Agreement.

## ARTICLE XII

### MISCELLANEOUS

12.1 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto.

12.2 Attorneys' Fees. If either party is required to commence legal proceedings relating to this Agreement, the prevailing party to the extent allowed by law shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

12.3 Louisiana Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in East Baton Rouge Parish, Louisiana.

12.4 Nonwaiver. No waiver by Board or Foundation of a breach of any of the covenants, conditions, or restrictions of this Agreement shall constitute a waiver of any subsequent breach of any of the covenants, conditions, or restrictions of this Agreement. The failure of Board or Foundation to insist in any one or more cases upon the strict performance of any of the covenants of the Agreement, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. No waiver, change, modification or discharge by Board or Foundation of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the parties hereto.

12.5 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

12.6 Authorization. By execution of this Agreement, Foundation and Board each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Agreement have been taken and performed; and that the persons signing this Agreement on their behalf have due authorization to do so.

12.7 Name, Logo or Marks. Neither party shall make use of the other party's name, logo or marks without its prior written consent.

12.8 Amendments. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated on or subsequent to the date hereof and duly executed by the parties hereto.

12.9 Assignment and Mortgage. Foundation shall not assign this Agreement or any part hereof without the prior written consent of the President of the Louisiana State University System, and any attempt of assignment without the prior written consent of the President of the Louisiana State University System shall be null and void as to Board. Furthermore, Foundation may not mortgage or encumber its rights in or arising out of this Agreement or any rights it has or might have in the Improvements, the Building or the Work without the prior written consent of the President of the Louisiana State University System, and any attempt to mortgage or encumber without the prior written consent of the President of the Louisiana State University System shall be null and void as to Board.

12.10 Books and Records and Audit. The books, accounts and records of Foundation which pertain directly to the Work and construction of the Improvements shall be maintained at the principal office of Foundation. Board may at its option and at its own expense during customary business hours conduct internal audits of the books, bank accounts, records and accounts of Foundation and its contractor(s) to the extent necessary to verify compliance with this Agreement or insofar as said books, bank accounts, records and accounts directly relate to Foundation's performance of its obligations under this Agreement. Audits may be made on either a continuous or periodic basis or both and may be conducted by employees of Board, by independent auditors retained by Board to conduct such audit, by the Louisiana Legislative Auditor or by the Office of the Governor, Division of Administration, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs of the Foundation.

12.11 Successors and Assigns. All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of Board into another educational institution.

12.12 Memorandum of Lease. Foundation agrees not to record this Agreement. At the Foundation's request, the parties will execute a Memorandum of Lease for recording in the records of East Baton Rouge Parish, and the cost of recording will be borne by Foundation.

12.13 Entire Agreement. This Agreement, together with the exhibits attached hereto, contains the final and entire agreement between the parties hereto with respect to the Property and the Improvements and contains all of the terms and conditions agreed upon with respect to the Property and the Improvements, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto; it being

the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

**[Remainder of page intentionally left blank.]**

**[Signature page for Lease Agreement for Construction]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day, month and year hereinabove first written.

WITNESSES:

**BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
John V. Lombardi, President  
Louisiana State University System

**TIGER ATHLETIC FOUNDATION**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Ronald G. Richard, CEO

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGMENT

BE IT KNOWN that on this \_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared John V. Lombardi, appearing herein in his capacity as the President of the Louisiana State University System, and appearing on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation organized and existing under the laws of the State of Louisiana, who, being by me first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Supervisors and that said instrument is the free act and deed of said corporation and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
John V. Lombardi, President  
LSU System

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Name: \_\_\_\_\_  
Bar Roll No. \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGMENT

BE IT KNOWN that on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared \_\_\_\_\_, appearing herein in his capacity as \_\_\_\_\_ of the LSU Property Foundation, a charitable organization, who, being by me and first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Directors and that said instrument is the free act and deed of said Foundation and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Ronald G. Richard, CEO  
Tiger Athletic Foundation

Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Name: \_\_\_\_\_  
Bar Roll No. \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**Resolution by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College Relating to the Financing Plan for the Construction of the E.J. Ourso College of Business at LSU**

**WHEREAS**, the State of Louisiana has committed capital outlay funding of \$30 million for the construction of a new complex to house the LSU E.J. Ourso College of Business, conditioned on LSU providing matching funds from fees and self-generated revenues;

**WHEREAS**, as described in the attached plan, the LSU Foundation has raised or committed to raise in cash and pledges approximately \$21.9 million towards LSU's match; and

**WHEREAS**, Chancellor Michael V. Martin has recommended the attached plan to finance the remaining \$8.1 million from fees and self-generated revenues of LSU, and the President concurs in such recommendation;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College that John V. Lombardi, its President, is hereby authorized to approve the financing plan recommended by Chancellor Martin and to execute any agreements or other documents necessary to implement the plan, with all such plans, documents, and agreements to contain any terms and conditions that the President deems to be consistent with System policy and in the best interests of LSU.

**BE IT FURTHER RESOLVED** that the President shall, upon their execution, provide a copy of such agreements or other documents to the members of the Board.



**RECEIVED**

AUG 24 2009

LSU SYSTEM  
ROOM 124

OFFICE OF THE  
PRESIDENT

AUG 21 2009

LSU SYSTEM

**MEMORANDUM**  
*Office of the Chancellor*

**To:** John Lombardi  
President, LSU System

**Date:** August 21, 2009

**From:** Michael Martin  
Chancellor

**Re:** Board Resolution  
Recommendation to Approve Financing Plan for the Construction of the E.J. Ourso  
College of Business at Louisiana State University

Attached for your review and approval is a proposed Board of Supervisors' resolution to approve the financing plan for the construction of the E.J. Ourso College of Business at Louisiana State University. I respectfully request the item to be placed on the agenda of the August 27, 2009 meeting of the Board of Supervisors. Please let me know if you have any questions or if there are issues that require clarification.

Thank you for your assistance.

Enclosure

**RECEIVED**

AUG 24 2009

PROPERTY & FACILITIES

**Recommendation to Approve Financing Plan for the Construction of the E.J. Ourso College of Business at Louisiana State University**

**To:** Members of the Board of Supervisors

**Date:** August 21, 2009

***Provided by campus  
on Aug. 21. Out-of-  
time Agenda item.***

Pursuant to Article VII, Section 8. D. 5.c., this matter is a Significant Board Matter.

D. 5.c. Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a chancellor or equivalent and which reasonably should be considered to require Board approval as generally defined above and as construed in light of the illustrative listings.

**1. Summary of Matter**

The planned and designed Business Education Complex is a \$60 million, 156,364 gross square feet facility that will be the home of the LSU E.J. Ourso College of Business. The Complex has been approved through the Capital Outlay Process and will be funded equally by the State of Louisiana (General Obligation Bonds) and the University (Fees and Self-Generated Revenues). The University's \$30 million match will be funded through the commitment of \$21.9 million of self-generated revenues from the LSU Foundation and \$8.1 million from non-appropriated self-generated auxiliary revenues. The self-generated auxiliary revenues of \$8.1 million will be committed to the Complex in the form of an internal bridge loan that would be paid back through the use of new self-generated revenues from the SEC TV rights contract.

**2. Review of Business Plan**

In order to secure the maximum State match, LSU will internally reallocate existing non-appropriated self-generated auxiliary revenues of an amount not to exceed \$8.1 million as a bridge loan to the Complex. The LSU Foundation has committed the remaining amount of \$21.9 million to achieve the University's \$30 million match. The State of Louisiana has agreed to match the University funding yielding total available funds of \$60 million.

The internal bridge loan of up to \$8.1 million will be funded through the use of new self-generated revenues generated from the SEC TV rights contract. The SEC TV rights contract provides new self-generated revenue of approximately \$5 - \$6 million per year to the University. Additionally, the University received a \$1 million payment from the SEC when the rights contract was finalized. The University will reduce the \$8.1 million internal bridge loan to \$7.1 million by utilizing the \$1 million payment and then pay back the remaining \$7.1 million with \$600,000 per year from the new TV rights contract self-generated revenue. The University will assess an interest rate of 4.38 percent on the bridge loan and the maximum payout period will be 18 years.

The University expects that the final internal bridge loan will be substantially less than the \$7.1 million and of a much shorter duration than 18 years because: (1) donors and the Dean of the E.J. Ourso College of Business are committed to continued fundraising so as to bring donor support to 50 percent of total project costs and (2) it is reasonable to expect that the competitive bid process for the Complex will produce a construction bid price that is substantially below the original estimate.

Additionally, the University expects that the funding of this Complex will lead to many significant opportunities for the University including the renovation of Taylor Hall, the facility that the E.J. Ourso College of Business will vacate, the acceleration of fundraising for a new Chemical Engineering Building, and satisfy existing donor commitments for the Complex.

### **3. Fiscal Impact**

The University has sufficient non-appropriated self-generated auxiliary revenues to provide an internal bridge loan of \$7.1 million to the Complex. The internal bridge loan will carry an interest rate equal to the average interest rate earned over the last five years on auxiliary revenues and therefore the interest earnings will be similar to those generated on invested funds. The University will allocate \$600,000 per year as the debt payment and the maximum payout period is 18 years.

The risks associated with the internal bridge loan include the University encountering an unknown and prolonged impact on its ability to maintain operations. Such occurrence may require the University to reallocate more funds towards debt service, delay auxiliary capital projects, and or utilize other funding mechanisms such as adjusting fees or charges to generate more funds.

Although this transaction is significant and includes risks, LSU believes that the benefits of this project outweigh the risks. The internal bridge loan will expedite construction and permit the project to be bid in the favorable construction climate that currently exists and will provide economic development through local and regional construction activity. The commencement of construction will lead to additional funding opportunities for the Complex as well as several other University initiatives.

### **4. Description of Competitive Process**

Not applicable.

### **5. Review of Legal Documents**

The LSU Foundation sent a letter to Chancellor Martin on July 30, 2009 describing the \$21.9 million commitment to the Business Education Complex (attached).

**6. Parties of Interest**

LSU, LSU Foundation, and State of Louisiana.

**7. Related Transactions**

Not applicable.

**8. Conflict of Interest**

No conflict of interest.

**Attachments**

- Letter from LSU Foundation Describing Financial Commitment
- Amortization of \$7.1 million bridge loan
- 2009 HB NO. 2



July 30, 2009

Chancellor Michael Martin  
LSU  
156 T. Boyd  
Baton Rouge, LA 70803

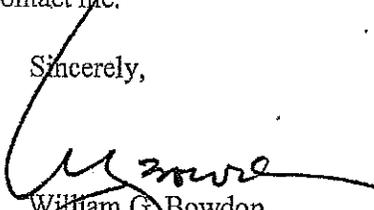
Re: College of Business New Education Complex

Dear Chancellor Martin:

The LSU Foundation Board of Directors has approved the attached resolution in support of assisting LSU with funding to accomplish construction of the College of Business New Education Complex. Details of the Foundation's commitment are stated in the resolution.

If you have any questions, please contact me.

Sincerely,



William G. Bowdon  
Major General USMC (Ret.)  
President/CEO

Attachment

cc: Jerry Baudin, Vice Chancellor for Finance and Administrative Services

## LSU FOUNDATION

### Executive Summary

The on-going capital campaign to fund the College of Business New Education Complex Project has extended over several years in efforts to raise sufficient private funds, which when combined with matching funds of up to \$30 million committed by the State, to complete the capital project. To date, cash of \$13,827,349 has been realized, and this is the total of cash-on-hand in the Foundation beneficiary account and funds which have been expended via transfer to the State Office of Facilities and Planning for project design costs. In addition, there are documented outstanding pledges, for which cash is yet to be realized, of \$4,142,572. Combining the cash-on-hand, cash already expended via a transfer to the State and the current balance of pledges receivable, results in a total fund raising effort of \$17,969,921 to date.

In order to secure the maximum State matching funds of \$30 million for the project, additional funding of \$12,030,079 must be obtained, and the existing pledges in the amount of \$4,142,572 must be converted to cash.

The LSU Foundation can assist in bridging the gap in funding and cash shortfalls which will occur between the start of construction and the ultimate receipt of cash payments anticipated. It is proposed that the Foundation commit additional funding to the project in the form of a bridge loan. Under the proposal, external financing would be sought for a loan of \$4,142,572, which represents the current pledges outstanding, which extend out five years. In addition, it is proposed that the Foundation front the project \$4,000,000 from unrestricted Board operating funds to bridge the gap between the start of construction and the expected receipt of a \$4,000,000 unrestricted bequest to the LSU Foundation. The bequest is in probate currently and is expected to be realized in approximately twenty-four months.

The bridge loans described above, to be obtained through external financing and the front of Board operating funds, total \$8,142,572, which is approximately half of the cash shortfall anticipated currently. The total of these bridge loans and cash-on-hand brings total funding to be provided by the LSU Foundation at \$21,969,921. Revised construction estimates are currently in process, and the additional funding between the \$21,969,921 and the revised construction estimate may be provided by the University from self-generated sources.

The following resolution confirms the Foundation's commitment of funding availability as outlined above. It also authorizes the President and CEO to seek external financing of \$4,142,572 as described and to execute documents as required to secure such financing. The resolution also authorizes the use of Board operating funds to front an expected bequest of \$4,000,000 to benefit the project.

### Resolution

It is recommended that the Board of Directors of the LSU Foundation adopt the following motion:

NOW, THEREFORE, BE IT RESOLVED that the President and CEO is authorized to seek external financing for a bridge loan of an approximate \$4.1 million to fund the College of Business New Education Complex Project and to execute any and all documents and grant collateral security interests in Foundation assets as are necessary to secure such financing; and

FURTHER, that the use of unrestricted operating funds of \$4 million is authorized for purposes of fronting cash expected to be received as an unrestricted bequest to the LSU Foundation, with such funds to be refunded to unrestricted operating funds when the cash is received; and

FURTHER, that these authorizations are made with the University's acknowledgment that fund raising for the Project will continue, with the priority of funds raised to apply as follows: (1) estimated interest costs associated with external financing, (2) reserve for defaulted pledges at an estimate of 15 percent of pledges outstanding, (3) reimbursement to University for any project funding provided by the University from self-generated sources, and (4) refund of unrestricted operating funds fronted in anticipation of the unrestricted bequest to the LSU Foundation.

Financing Plan for the Construction of the E.J. Ourso College of Business at LSU  
 Amortization of \$7.1 million bridge loan

Amount Borrowed        \$7,100,000  
 Annual Payment         \$600,000  
 Final Payment Amt     \$23,994  
 Interest Rate:         4.38%  
 No. of Years:           18

PAYMENT DUE		INTEREST	PRINCIPAL	PRINCIPAL BALANCE OUTSTANDING
NUMBER	DATE			
				\$7,100,000.00
1	12/31	\$155,490.00		7,100,000.00
2	6/30	155,490.00	\$289,020.00	6,810,980.00
3	12/31	149,160.46		6,810,980.00
4	6/30	149,160.46	301,679.08	6,509,300.92
5	12/31	142,553.69		6,509,300.92
6	6/30	142,553.69	314,892.62	6,194,408.30
7	12/31	135,657.54		6,194,408.30
8	6/30	135,657.54	328,684.92	5,865,723.39
9	12/31	128,459.34		5,865,723.39
10	6/30	128,459.34	343,081.32	5,522,642.07
11	12/31	120,945.86		5,522,642.07
12	6/30	120,945.86	358,108.28	5,164,533.80
13	12/31	113,103.29		5,164,533.80
14	6/30	113,103.29	373,793.42	4,790,740.38
15	12/31	104,917.21		4,790,740.38
16	6/30	104,917.21	390,165.57	4,400,574.80
17	12/31	96,372.59		4,400,574.80
18	6/30	96,372.59	407,254.82	3,993,319.98
19	12/31	87,453.71		3,993,319.98
20	6/30	87,453.71	425,092.58	3,568,227.40
21	12/31	78,144.18		3,568,227.40
22	6/30	78,144.18	443,711.64	3,124,515.76
23	12/31	68,426.90		3,124,515.76
24	6/30	68,426.90	463,146.21	2,661,369.55
25	12/31	58,283.99		2,661,369.55
26	6/30	58,283.99	483,432.01	2,177,937.53
27	12/31	47,696.83		2,177,937.53
28	6/30	47,696.83	504,606.34	1,673,331.20
29	12/31	36,645.95		1,673,331.20
30	6/30	36,645.95	526,708.09	1,146,623.10
31	12/31	25,111.05		1,146,623.10
32	6/30	25,111.05	549,777.91	596,845.19
33	12/31	13,070.91		596,845.19
34	6/30	13,070.91	573,858.18	22,987.01
35	12/31	503.42		22,987.01
36	6/30	503.42	22,987.01	0.00

1		LOUISIANA WORKFORCE COMMISSION	
2	14/474	OFFICE OF WORKFORCE DEVELOPMENT	
3	(803)	Renovations to Louisiana Workforce Commission's	
4		Administrative Headquarters, Planning and Construction	
5		(East Baton Rouge)	
6		Payable from the Penalty and Interest Account	\$ 430,000
7		Payable from Federal Funds	\$ 570,000
8		Total	\$ 1,000,000
9		DEPARTMENT OF WILDLIFE & FISHERIES	
10	16/513	OFFICE OF WILDLIFE	
11	00008	Supp 16-51399-02	
12	(174)	New Minden Office	
13		(Webster)	
14		Payable from General Obligation Bonds	
		Priority 1	\$ 2,950,000
15	(804)	16-513-09-01	
16		Rockefeller East End Boat Launch and Bulkhead	
17		(Cameron)	
18		Payable from Rockefeller Wildlife Refuge & Game	
		Reserve Fund	\$ 2,880,000
19	16/514	OFFICE OF FISHERIES	
20	(805)	16-514-09-01	
21		Rosedale Warehouse - Land Purchase	
22		(Iberville)	
		Payable from Aquatic Plant Control Fund	\$ 150,000
23		DEPARTMENT OF EDUCATION	
24	19/600	LSU BOARD OF SUPERVISORS	
25	00165	Supp 19-600-00-01	
26	(6)	Major Repairs and Reroofing, ADA Compliance	
27		and Life Safety Code Corrections to Campus Buildings,	
28		Planning and Construction	
29		(Acadia, Caddo, East Baton Rouge, Orleans, Rapides)	
30		Payable from General Obligation Bonds	
		Priority 1	\$ 4,100,000
31	19/601	LSU BATON ROUGE	
32	07009	Supp 19-601-06-18	
33	(175)	Business Education Complex	
34		(East Baton Rouge)	
35		Payable from General Obligation Bonds	
		Priority 5	\$ 30,000,000
36	08076	Supp 19-601-07B-14	
37	(176)	Band Hall, Planning and Construction	
38		(\$5,000,000 Cash and/or In-Kind Match)	
39		(East Baton Rouge)	
40		Payable from State General Fund (Direct)	
41		Non-Recurring Revenues	\$ 3,000,000
42		Payable from General Obligation Bonds	
43		Priority 1	\$ 250,000
44		Priority 5	\$ 1,750,000
		Total	\$ 5,000,000

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MINUTES  
REGULAR BOARD MEETING

July 16, 2009

1. Call to Order and Roll Call

Mr. James P. Roy, Chairman, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College in the System Building, Baton Rouge, Louisiana on July 16, 2009, at 1:50 p.m.

The secretary called the roll.

PRESENT

Mr. James P. Roy Chairman	Mr. Blake Chatelain Chairman-Elect
Mr. Ronald R. Anderson	Mrs. Laura A. Leach
Dr. Jack A. Andonie	Mr. James W. Moore
Mr. Anthony "Tony" Falterman	Mr. Jerry E. Shea, Jr.
Dr. John F. George	Mr. Scott L. Sternberg
Mr. Francis M. "Hank" Gowen	Mr. Roderick K. West
Mr. Alvin E. Kimble	Mr. Stanley J. Jacobs
Mr. Ben W. Mount	

ABSENT

Mrs. Dorothy "Dottie" Reese

Also present for the meeting were the following: President John V. Lombardi; Mr. P. Raymond Lamonica, General Counsel, LSU System; system officers and administrators from their respective campuses; faculty representatives; interested citizens and representatives of the news media.

2. Invocation and Pledge of Allegiance

Ms. Robin Barnes gave the Invocation. Ms. Shannon Zorn led the Pledge of Allegiance. Both students attend University of New Orleans.

Chairman Roy recognized Chancellor Tim Ryan, University of New Orleans. He introduced:

Robin Marie Barnes graduated from the University of New Orleans with a B.S. in Business Administration. She received honors from Sigma Iota Epsilon Business Society, Golden Key Honor Society, Omnicron Delta Kappa Leadership Society, and the 2008 Alpha Phi Alpha Fraternity Woman of Distinction Award. Robin is currently pursuing a Masters in Business Administration.

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Shannon Marie Zorn is a senior majoring in psychology, and after graduating, she plans to receive her doctorate degree in Clinical Child Psychology. She is the Orientation Leader and Coordinator for UNO Ambassadors, the Executive Vice President for Sigma Kappa Sorority, and a member of the Psi Chi Honor Society and Latin American Student Association.

Dr. Yvette Green is an Associate Professor in the Lester E. Kabacoff School of Hotel, Restaurant and Tourism Administration at the University of New Orleans. She specializes in restaurant management. She serves as Vice Chairperson for the Louisiana Restaurant Association Education Foundation and a member of the Board of Directors for the Greater New Orleans Chapter of the Louisiana Restaurant Association.

3. Introduction of Faculty and Staff Representatives

The faculty and staff representatives from the respective campuses were acknowledged.

4. Approval of the Minutes of the Board Meeting held on June 4, 2009 and the Special Board Meeting held on June 22, 2009

Upon motion of Mr. Jacobs, seconded by Mr. Kimble, the Board voted unanimously to approve the Minutes of the Regular Board Meeting of June 4, 2009 and Special Board Meeting of June 22, 2009.

5. Personnel Actions Requiring Board Approval

Mr. Lamonica, General Counsel, LSU System, advised that the Board is requested to approve in addition to the regular personnel actions the corrected personnel actions. He noted that the executive staff has reviewed these actions and recommends Board approval.

Upon motion of Mrs. Leach, seconded by Mr. Falterman the Board voted unanimously to approve the regular personnel actions and corrected personnel actions as presented.

6. President's Report

President Lombardi recognized:

Mr. Scott L. Sternberg, student Board member, Paul M. Hebert Law Center, reported on the activities of the Council of Student Body Presidents;

\* \* \*

President Lombardi announced that Ronnie Anderson was recently re-elected to his 21<sup>st</sup> consecutive term as President, Louisiana Farm Bureau; and

Governor Jindal has appointed Blake Chatelain to the Postsecondary Education Review Commission.

7. Report on Activities of the Board of Regents

Dr. Mike Gargano, Vice-President, Student and Academic Support; Mr. John Antolik, Vice-President, Administration and Finance; and Mr. Jim Howell, Assistant Vice-President, Property and Facilities, LSU System; provided these informational reports.

8. Reports to the Board

- A. Health Plan Status Report (Written Report Only)
- B. Third Quarter Audit Summary (Written Report Only)
- C. Internal Audit Plan FY 2009-2010 (Written Report Only)

9. Approval of Consent Agenda Items

Chairman Roy offered the following recommendation:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the Consent Agenda items as submitted

Upon motion of Mr. Kimble, seconded by Mr. Chatelain, the Board voted unanimously to approve the following Consent Agenda resolutions:

9A. Recommendation to approve Act of Donation and Acceptance of modular building at LSU's Health Care Services Division, Earl K. Long Medical Center in Baton Rouge, Louisiana for a Mental Health Emergency Room Extension

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that John V. Lombardi, President of the Louisiana State University System, or his designee, be and he is hereby authorized to enter into an agreement with the Capitol Area Human Services District to accept the donation of a modular building identified as Exhibit "A" to be used as "Mental Health Emergency Room", located at Earl K. Long Medical Center, Baton Rouge, Louisiana. **(Copy on file in the Board of Supervisors Office).**

**BE IT FURTHER RESOLVED** that said John V. Lombardi, President of the Louisiana State University System, or his designee, be and he is hereby authorized and empowered for and on behalf of and in the name of the Board of Supervisors to include in the agreement such terms and conditions as he may deem in the best interest of the Board of Supervisors.

9B. Recommendation to name a conference room in F. Hugh Coughlin Hall on the Louisiana State University at Alexandria campus the "A.C. Buchanan III Room".

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the naming of Conference Room 101 in F. Hugh Coughlin Hall on the Louisiana State University at Alexandria campus the "A.C. Buchanan III Room" in honor of Mr. A.C. Buchanan III."

Minutes-Regular Board Meeting  
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9C. Approval of degrees to be conferred at the Summer commencement exercises (August 7, 8, 2009).

LSU  
August 7, 2009

8:30 a.m.  
Pete Maravich Assembly  
Center

LSU at Alexandria

No Commencement

LSU at Eunice

No Commencement

LSU Health Sciences Center in New Orleans

No Commencement

LSU Health Sciences Center in Shreveport

August 8, 2009  
10:00 a.m.  
Shreveport Convention  
Center

LSU in Shreveport

No Commencement

LSU School of Veterinary Medicine

No Commencement

Paul M. Hebert Law Center

No Commencement

University of New Orleans

No Commencement

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation at commencement exercises on campuses of the LSU System (August 7, 8, 2009).

9D. Request for Extension of Provisional Approval of the Cyber Operations Security Institute (COSI) at LSU in Shreveport

**NOW, THEREFORE BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves the request for extension for one year of the provisional approval of the Cyber Operations Security Institute at LSU Shreveport, subject to approval by the Board of Regents.

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July 16, 2009

- 9E. Request to ratify a cooperative endeavor agreement between LSUHSC-NO and Children's Hospital

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ratifies Chancellor Hollier's execution of the Cooperative Endeavor Agreement with Children's Hospital and authorizes its President, John V. Lombardi, to take any additional action necessary to perfect such agreement.

10. Committee Reports

- 10A. Health Care and Medical Education Committee

Dr. Andonie, Chairman, Health and Medical Education Committee, reported that the Committee met and received the following informational report:

- 10A1. Status Report on Activities at the LSU Health Sciences Centers and the Health Care Services Division

Dr. Fred Cerise, Vice President for Health Care and Medical Education, Dr. Larry Hollier, Chancellor, LSUHSC-New Orleans; Dr. Barish, Chancellor, LSUHSC-Shreveport; presented these reports. No official Board action is required.

- 10B. Academic and Student Affairs, Achievement and Distinction Committee

Dr. Andonie, Vice-Chair, Academic and Student Affairs, Achievement and Distinction Committee, reported that the Committee recommends that the following resolutions receive Board approval:

Upon motion of Dr. Andonie, seconded by Mrs. Leach, the Board voted unanimously to approve the following resolution:

- 10B1. Request for full approval of the Institute for Dementia Research and Prevention at the Pennington Biomedical Research Center

**NOW, THEREFORE BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves the request for 4-year approval of the Institute for Dementia Research and Prevention at the Pennington Biomedical Research Center, subject to approval by the Board of Regents.

- 10B2. Report on the authority for the LSU A&M campus to waive the admission application fee for selected non-residents (written report only)

- 10B3. Report on the 9-year campus enrollment trends (written report only)

- 10B4. Report on the preliminary Fall 2009 campus enrollments (written report only)

- 10B5. Tops Scholarship Report (written report only)

10C. Finance, Infrastructure, and Core Development Committee

Mr. Kimble, Chairman, Finance, Infrastructure, and Core Development Committee, reported that the Committee received a report/review on the 2009-2010 budget. It is the Committee's recommendation that the following recommendations receive Board approval.

10C1. Update on the 2009-2010 budget and review of campus budget reduction plans

John Antolik, Assistant Vice-President, Comptroller, Finance Administration, LSU System, presented this report for Board information. No Board action required.

10C2. Request to increase graduate and professional program tuition in accordance with the provisions of Act 313 of 2009

Upon motion of Mr. Kimble, seconded by Mr. Chatelain, the Board voted unanimously to approve the following resolution:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize an increase in tuition for a full-time graduate student of \$30 per credit hour per semester at LSU, LSU Shreveport, UNO, and the LSU HSC Shreveport;

**BE IT FURTHER RESOLVED** that tuition for a full-time student seeking a Masters of Business Administration degree at LSU be increased by \$1,000 per semester, inclusive of the \$30 per credit hour per semester increase above;

**BE IT FURTHER RESOLVED** that tuition for a full-time student at the LSU School of Veterinary Medicine be increased by \$750 per semester;

**BE IT FURTHER RESOLVED** that the tuition for full-time students in the School of Medicine and seeking a Doctor of Medicine degree at the LSU Health Sciences Center in Shreveport be increased by \$500 per semester, and that the tuition for full-time students in the Master's Degree in Occupational Therapy, Communication Disorders, or Health Sciences also be increased by \$500 per semester;

**BE IT FURTHER RESOLVED** that proportional amounts of the above shall be imposed on part-time students and for summer sessions;

**BE IT FURTHER RESOLVED** that the Board ratifies and readopts the Criteria for Financial Hardship Waiver of the Tuition Increases previously adopted by this Board for campuses, and authorizes the President to make any modifications he determines to be appropriate in the interests of the University. For purposes of this paragraph the waiver criteria of the LSU HSC New Orleans shall be applicable to LSU HSC-S, which was a component of HSC New Orleans at the time of the adoption.

**BE IT FURTHER RESOLVED** that each campus shall take reasonable steps to make known to prospective students affected by the increases the criteria and procedures for obtaining a waiver so that the prospective student can be aware of the increase and the availability of waivers prior to making a final decision concerning attendance at the campus.

**BE IT FURTHER RESOLVED** that this resolution be effective with the 2009 fall semester for LSU, UNO, LSU Shreveport, and effective with the 2010 spring semester for the LSU Health Sciences Center Shreveport.

10C3. Request from the Paul M. Hebert Law Center to assess an Academic Excellence fee in accordance with statutory provisions

Upon motion of Mr. Kimble, seconded by Mr. Chatelain, the Board voted unanimously to approve the following resolution:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize an academic excellence fee at the Paul M. Hebert Law Center in an amount of the lesser of \$10 per academic credit or \$120 per semester beginning in the 2009 fall semester,

**BE IT FURTHER RESOLVED** that the Board ratifies and readopts the Criteria for Financial Hardship Waiver of the Tuition Increases previously adopted by this Board for campuses, and authorizes the President to make any modifications he determines to be appropriate in the interests of the University.

**BE IT FURTHER RESOLVED** that the Paul M. Hebert Law Center shall take reasonable steps to make known to prospective students affected by the increases the criteria and procedures for obtaining a waiver so that the prospective student can be aware of the increase and the availability of waivers prior to making a final decision concerning attendance at the campus.

10C4. Request from the University of New Orleans to increase its non-resident fee by an additional five percent

Upon motion of Mr. Kimble, seconded by Mr. Chatelain, the Board voted unanimously to approve the following resolution:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize a 5% increase in the non-resident fee assessed to full-time students at the University of New Orleans effective with the 2009 fall semester,

**BE IT FURTHER RESOLVED** that the non-resident fee increase be applied proportionately to part-time students and to summer terms.

**BE IT FURTHER RESOLVED** that the University of New Orleans shall take reasonable steps to make known to prospective students affected by the increases the criteria and procedures for obtaining a waiver so that the prospective student can be aware of the increase and the availability of waivers prior to making a final decision concerning attendance at the campus.

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10C5. Request by the administrative officers of the campuses and hospitals to write off uncollectible receivable accounts as of June 30, 2009

Upon motion of Mr. Kimble, seconded by Mr. Chatelain, the Board voted unanimously to approve the following resolution:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize the write-off of accounts receivable for fiscal year 2008-09 which are deemed to be uncollectible and chargeable against the respective funds.

**BE IT FURTHER RESOLVED** that this resolution be effective as of June 30, 2009.

10C6. Request for authorization for the LSU Agricultural Center to implement a Retirement Incentive Plan

Upon motion of Mr. Kimble, seconded by Mr. Chatelain, the Board voted unanimously to approve the following resolution:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College adopts the Authorization for Retirement Incentive Plan for LSU Agricultural Center. **(Copy is on file in the Board of Supervisors office).**

10D. Property and Facilities Committee

Mr. Mount, Chairman, Property and Facilities Committee, reported that the Committee receive the following report; no Board action required.

10D1. Report on 2009-2010 Legislative Session's Capital Outlay Bill

Mr. Jim Howell, Assistant Vice-President, Property and Facilities, LSU System, provided this informational report.

10E. Athletic Committee

10E1. A Special visit from the 2009 NCAA College World Series Champions

Mrs. Leach, Chairman, Athletic Committee, welcomed Head Baseball Coach Paul Mainieri, LSU, for winning the 2009 NCAA College World Series. .

10F. Audit Committee

Chairman Roy announced that the Audit Committee would reconvene in the President's Conference Room immediately upon adjournment.

11. Chairman's Report

No report.

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12. Adjournment

There being no further business to come before the Board, the meeting was adjourned at 2:35 p.m.

Carleen N. Smith  
Administrative Secretary



Exhibit A

CONTRACTOR  
MECHANICAL

ELECTRICAL

PAPER TITLE

**PMAC BASKETBALL SEATING**  
Louisiana State University  
Baton Rouge, LA 70803

OWNER  
Louisiana State University

REVISIONS

DATE

Bleacher Plan

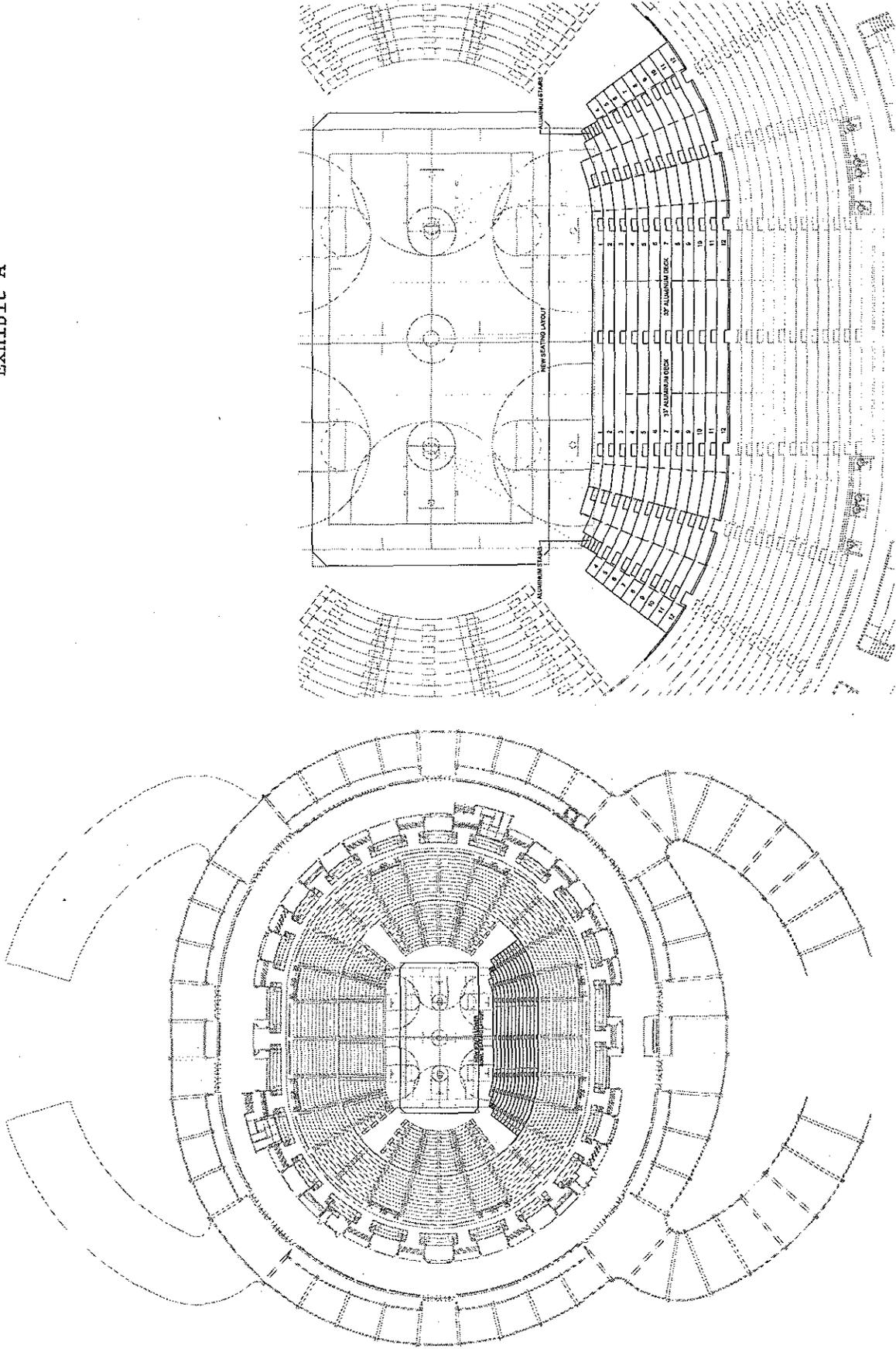
PROJECT NUMBER

Construction Documents

524

DATE  
July 14, 2005

A1.1



1/32" = 1'-0"

ENLARGED BLEACHER PLAN

2/32" = 1'-0"

BLEACHER PLAN