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September 8, 2022

Dr. John Nicklow, President  
University of New Orleans  
2000 Lakeshore Drive  
New Orleans, LA 70148

Dear Dr. Nicklow:

On August 25, 2022, the Board of Supervisors for the University of Louisiana System approved the following requests from University of New Orleans:

- E.2. Approve a Memorandum of Understanding with The International School of Louisiana.
- E.3. Approve the University's 2022-23 Promotions in Faculty Rank and Recommendations for Tenure.
- F.15. Approve a contract with Amy Grabiec-Blanke, Head Coach, Beach Volleyball.
- F.16. Approve a contract with Brock Moreaux, Head Coach, Men's and Women's Track & Field/Cross Country.
- F.17. Approve a contract with Burzis Kanga, Head Men's and Women's Tennis Coach.
- F.18. Approve a contract with Jeff Lorio, Head Coach, Men's Golf.
- G.12. Request to enter into a Grounds and Facilities Lease Agreement with UNO Research & Technology Foundation to make space improvements.
- G.13. Request to enter into a Grounds and Facilities Lease Agreement with UNO Foundation to remove existing and install new scoreboards at two locations.
- G.14. Approve the University's Fiscal Year 2023-24 Capital Outlay Budget Request and Five-Year Capital Outlay Plan.
- H.5. Amend the food service lease agreement with Compass Group USA, "Chartwells."
- H.6. Request to formally authorize the System President to initiate the approval process of the necessary documents to allow the University to opt-in to the Cooperative Endeavor Agreement between the State of Louisiana and Louisiana Energy Partners.
- H.7. Accept the University's Financial and Compliance and Federal Award Programs Representation Letters.
- H.8. Approve the University's Fiscal Year 2022-23 Operating Budget, including organizational chart, undergraduate/graduate mandatory attendance fees, scholarships, and System Shared Costs.

Enclosed for your records are the Executive Summaries with the resolutions that were approved by the Board along with the approved personnel actions. If you have any questions, please do not hesitate to contact me.

Sincerely,

*J Kahn*

Jeannine Kahn, Ph.D.  
Provost and Vice President for Academic Affairs

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

**ACADEMIC AND STUDENT AFFAIRS COMMITTEE**

**August 25, 2022**

**Item E.2.** University of New Orleans' request for approval of a Memorandum of Understanding (MOU) with The International School of Louisiana.

**EXECUTIVE SUMMARY**

The University of New Orleans (UNO) would like approval to enter into a Memorandum of Understanding (MOU) with The International School of Louisiana (ISL). Founded in 2000, ISL is a public charter school open to any child in the State of Louisiana and, as the only school of its kind in the state, embraces the culture of New Orleans through a language immersion program that values the ethnic diversity of this historically significant region by blending traditions of both the French and the Spanish to create an incomparable educational experience. The proposed partnership will allow for the following to happen:

1. UNO students pursuing the Bachelor of Arts in International Studies are required to complete internships at an organization with an international emphasis. ISL's emphasis on international awareness and foreign language immersion makes it an appropriate host for internship placement;
2. Identification of where ISL teachers and staff and UNO faculty can work together; and
3. Creation of cultural and academic activities to support UNO and ISL faculty and students.

The proposed MOU, if approved, will last for a period of five (5) years from the effective date. Renewal of the partnership will occur six (6) months prior to expiration of the MOU. Termination may occur at any time upon the written notice of either party with a six- (6) month notice; with the understanding that any existing commitments to students will be honored.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval of a Memorandum of Understanding (MOU) with The International School of Louisiana.***

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

**ACADEMIC AND STUDENT AFFAIRS COMMITTEE**

**August 25, 2022**

**Item E.3.** University of Louisiana System's request for approval of System Universities' 2022-23 Promotions in Faculty Rank and Recommendations for Tenure.

**EXECUTIVE SUMMARY**

Annually each UL System campus submits recommendations for promotions in faculty rank and tenure. This year, 105 faculty members were recommended for promotion in rank, with 94 faculty members recommended for tenure.

With respect to promotion in rank, 29 faculty members across the UL System were recommended for promotion to the rank of Professor and 76 to the rank of Associate Professor. Our review suggests that the recommended faculty met all respective guidelines.

A total of 94 faculty members across the System were recommended for tenure and rationales were provided for the 13 faculty members to whom "early" tenure was recommended (i.e., before the six-year probationary term). In these cases, exceptions were considered on the basis of outstanding performance and/or early tenure review was a condition of acceptance of employment. Board policy provides for such exceptions.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves System Universities' 2022-23 Promotions in Faculty Rank and Recommendations for Tenure.***

**E.3.****UNIVERSITY OF LOUISIANA SYSTEM****Promotions and Tenure  
2022-23**

<b>Institutions</b>	<b>Promotions</b>				<b>Tenure</b>	
	<b>To Associate % at No.</b>	<b>To Professor % at No.</b>	<b>To Associate % at No.</b>	<b>To Professor % at No.</b>	<b>No.</b>	<b>Tenure Rate</b>
Grambling State University	1	20.6%	1	18.3%	2	41.3%
Louisiana Tech University	16	29.7%	8	23.3%	19	52.8%
McNeese State University	3	19.5%	0	23.9%	7	44.0%
Nicholls State University	2	17.0%	2	14.5%	4	38.0%
Northwestern State University	15	23.2%	2	16.8%	15	49.0%
Southeastern Louisiana University	4	14.0%	2	18.0%	6	33.0%
University of Louisiana at Lafayette	19	25.1%	8	28.8%	20	55.7%
University of Louisiana at Monroe	11	21.0%	4	21.0%	15	45.0%
University of New Orleans	5	23.0%	2	32.0%	6	51.0%
<b>UL System Totals</b>	<b>76</b>		<b>29</b>		<b>94</b>	



F.15.

THE UNIVERSITY *of*  
**NEW ORLEANS**  
OFFICE OF THE PRESIDENT

August 3, 2022

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

Re: University of New Orleans

Dear Dr. Henderson,

On behalf of the University of New Orleans, I am requesting approval of an employment contract for the Head Coach, Beach Volleyball.

Thank you for your consideration.

Sincerely,

John W. Nicklow  
President

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

**ATHLETIC COMMITTEE**

**August 25, 2022**

**Item F.15.** University of New Orleans' request for approval of a contract with Ms. Amy Grabiec-Blanke, Head Coach, Beach Volleyball, effective July 1, 2022.

**EXECUTIVE SUMMARY**

Under this agreement, through June 30, 2023, Coach will earn \$42,500 annually. In addition to the salary, Coach will also receive use of a courtesy vehicle as provided by the University or a University partner; should the University not provide a courtesy vehicle, Coach will receive an annual vehicle allowance of \$3,000. In addition, Coach shall also be entitled to the following incentive compensation, funded by the Foundation:

- When the beach volleyball program achieves a one-year APR (Academic Progress Rate) score of 990 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to Coach. This is applicable to each year of the agreement. Should the beach volleyball program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.
- Conference Freshman of the Year - \$500
- Conference Newcomer of the Year - \$500
- Conference Pair of the Year - \$1,000
- Conference Regular Season Championship - \$1,000
- Conference Tournament Championship - \$2,500
- NCAA First Round & Any Subsequent Round Win - \$1,500
- NCAA National Championship - \$10,000
- When the Coach is recognized as Conference Coach of the Year by the Conference itself, Coach will earn one-time performance incentive of \$2,500. This is applicable to each year of the agreement.

If the University terminates the agreement without cause, Coach shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term and any performance incentives earned as of the date of termination. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Foundation. In the event Coach terminates this agreement without cause, UNO will be entitled to liquidated damages paid by Coach or new employer of \$5,000.

The University and the Foundation have combined this agreement into one joint employment agreement.

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval of a contract with Ms. Amy Grabiec-Blanke, Head Coach, Beach Volleyball, effective July 1, 2022.*

**CONTRACT OF EMPLOYMENT  
HEAD COACH, BEACH VOLLEYBALL**

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

This agreement is made and entered into on this \_\_\_ day of July 2022, between the University of New Orleans through its President, Dr. John Nicklow, the University of New Orleans Foundation (hereinafter referred to as the "Foundation") and Amy Grabiec-Blanke (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

1.1 The University of New Orleans (the "University") does hereby employ COACH as Head Coach, Beach Volleyball and COACH does hereby accept employment and agrees to perform all of the services pertaining to University of New Orleans Athletics which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Vice President, Athletics and Recreation.

1.2 COACH shall be responsible, and shall report, directly to University's Vice President, Athletics and Recreation (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of University's President.

1.3 COACH shall manage and supervise the team and shall perform such other duties in University's athletic program as the Director may assign.

1.4 COACH agrees to represent University positively in public and private forums and shall not engage in conduct that reflects adversely on University or its athletic programs.

**2.0 Term**

2.1 The term of this agreement is for a fixed period of one (1) year, commencing on the 1<sup>st</sup> day of July, 2022, and terminating without further notice to COACH on the 30th day of June, 2023, unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from University and acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this agreement count in any way toward tenure at University.

2.3 This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of both parties and approved by the Board.

### **3.0 Compensation**

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, University shall pay COACH an annual salary of \$42,500, payable on a biweekly basis.

3.2 COACH shall have an assistant coach pool of \$15,000 for a period of appointment or graduate assistant.

3.3 The COACH is subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.

3.4 The University does not guarantee amounts due under this agreement beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with section 14 below.

### **4.0 Supplements/Performance Incentives**

4.1 During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. The annual supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. Annual salary supplements will be paid in one lump sum within sixty (60) days of the conclusion of each season during the term of the agreement. The potential annual supplements are as follows:

4.1.1 Vehicle: COACH will receive use of a courtesy vehicle as provided by the University or a University partner. Should the University not provide a courtesy vehicle, COACH will receive an annual vehicle allowance of \$3,000 dispensed monthly.

4.2 During the time of employment as head coach, COACH will have the opportunity to earn the following annual performance incentives. The annual earned performance incentives shall be subject to all mandatory withholdings and are not inclusive of employer matches for retirement and Medicare payments. If earned, the annual performance incentives shall be funded by the Foundation solely from funds donated for the support of the athletic department and held by the Foundation and paid through University payroll. The annual performance incentives are as follows:

#### **4.2.1 Academic Progress**

4.2.1.1 When the beach volleyball program achieves a one-year APR (Academic Progress Rate) score of 990 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to COACH. This is applicable to each year of the agreement. Should the beach volleyball program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.

#### **4.2.2 Athletic Success**

4.2.2.1 COACH will earn performance incentive(s) in the amount stated when the below incentive(s) are reached. This is applicable to each year of the agreement.

- Conference Freshman of the Year \$500
- Conference Newcomer of the Year \$500
- Conference Pair of the Year \$1,000
- Conference Regular Season Championship \$1,000
- Conference Tournament Championship \$2,500
- NCAA First Round & Any Subsequent Round Win \$1,500
- NCAA National Championship \$10,000

#### 4.2.3 Professional Recognition

4.2.3.1 When the COACH is recognized as Conference Coach of the Year by the Conference itself, COACH will earn one-time performance incentive of \$2,500. This is applicable to each year of the agreement.

### 5.0 Contracts for Broadcasts and/or Endorsements

5.1 The University retains all endorsement and multi-media rights, including television, radio, internet, print, etc., on behalf of COACH and the beach volleyball program. Coach may not enter into any agreement for professional or personal endorsement of a product, business or charitable organization without approval of the Vice President, Athletics and Recreation or the University President.

### 6.0 Camps and Clinics

6.1 COACH will operate an instructional camp/clinic for the teaching of athletic pursuits for a minimum of 1 (one) week annually. COACH shall notify the Vice President, Athletics and Recreation or designee of his/her camp/clinic plan, including specific dates, budget, personnel, etc., annually by March 1 for summer camps/clinics and 90 days prior for academic year camps/clinics. The use of University facilities will be determined by the availability of those facilities as established by the Athletics Department and University policy.

COACH may operate camps/clinics at the University as either a University sponsored camp/clinic for the primary benefit of COACH's sport program or a private camp/clinic where COACH utilizes a legal structure. To execute a University sponsored camp/clinic, the following shall apply:

6.1.1 All revenues from Athletic Department camps/clinics will be deposited into COACH's program Foundation account. After all expenses are met, COACH may use the profits to supplement the head coach's pay (up to 20%), pay assistant coaches (30%) and/or supplement their sports program (remaining balance).

6.1.2 Athletics Department camps/clinics will not be assessed a facility fee or a per camper administration fee.

6.1.3 Conducting camps and clinics is considered a part of COACH's job description related to promoting the University and the athletics department; thus, neither COACH

nor assistant coaches will be required to take leave while conducting Athletic Department camps/clinics.

6.1.4 Personal injury insurance will be paid from COACH's program Foundation account as a camp expense and approved by the University for camp/clinic participants.

6.1.5 Complete records will be maintained by Athletic Department personnel regarding income and expenditures and available for verification by University auditors.

6.1.6 All camp/clinic personnel will have to undergo a background check to be paid from COACH's program Foundation account as a camp/clinic expense.

6.2 If camps/clinics are operated as a private event, it is specifically agreed that in the operation of such camps/clinics, COACH acts for themselves in their private capacity and not as an agent or employee of the University. COACH shall create a legal structure (limited liability corporation, S-Corporation, etc.) and provide a copy of those documents to the Vice President, Athletics and Recreation or designee annually by March 1 for summer camps/clinics or 90 days prior for academic year camps/clinics. The University and the COACH shall enter an agreement that constitutes a license to use the property and facilities subject to the conditions hereafter stated.

6.2.1 The coordination of facility set-up will be the sole responsibility of COACH. Set-ups may incur a fee paid to the Athletic Department per the facility rental agreement.

6.2.2 The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps/clinics.

6.1.2 Camps/clinics will be subject to the #NOLAsTEAM facility rental fee rate and assessed a \$5 per camper administration fee by the Athletics Department.

6.2.3 The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:

6.2.4 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

6.2.5 Annual leave must be requested to cover the dates of the camp/clinic operation for all coaches involved.

6.2.6 Complete records will be maintained regarding income and expenditures associated with said camp/clinic and available for verification by University auditors.

6.2.7 The COACH agrees to protect, indemnify and hold harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected

with any claim or action for property loss, personal injury or death during the operation of said camp/clinic activities.

6.2.8 The COACH is an independent contractor during said camp/clinic activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

6.2.9 The University's name will not be in the name of the camp/clinic, except to describe the location of said camp/clinic. Restricted camp/clinic names are as follows:

- #NOLAsteam
- New Orleans Privateers
- UNO Privateers

6.2.10 All camp/clinic personnel will have to undergo a background check at the expense of the COACH.

6.3 The Vice President, Athletics and Recreation or his/her designee will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of camps/clinics.

## **7.0 Employee Benefits**

7.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee. Such benefit will be based upon COACH's base annual salary as provided by University.

## **8.0 Outside Income-Subject to Compliance with Board Rules**

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his University employment and the University shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of camps and/or clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

8.2 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than Employer, COACH must report all such income or benefits to the President in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

## **9.0 Apparel, Equipment Endorsements**

9.1 The University shall retain all endorsements rights on behalf of COACH. COACH shall not endorse or serve as a spokesperson for a business, product, service, charitable organization without prior approval from the Vice President, Athletics and Recreation. Should the COACH be authorized by the University, the University shall receive and then pay to COACH any funds for which he is responsible in obtaining for the University through endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes.

#### **10.0 Coaching Staff**

10.1 COACH shall have the authority to select a coaching staff comprised of unclassified personnel upon authorization by the Vice President, Athletics and Recreation and approval by the Board of Supervisors for the University of Louisiana System.

#### **11.0 Compliance with NCAA, Conference and University Rules**

11.1 COACH shall abide by the rules and regulations of the NCAA, Conference & University rules. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

11.2 COACH and Employer acknowledge and agree that COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

#### **12.0 Title IX Sexual Misconduct Policy Reporting and Compliance**

12.1 COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a University sponsored activity or event. Any emergency situation shall be immediately reported to 911 and/or law enforcement. For purposes of this paragraph, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

#### **13.0 Morality**

13.1 COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs; AND

13.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances, he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

#### **14.0 Termination**

14.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, University will obtain approval from the University of Louisiana System President.

14.2 COACH may be terminated by the Vice President, Athletics and Recreation at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages shall be due if termination is for just cause.

14.3 The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by COACH for failure to report a Known Violation of:

- (1) Title IX of the Education Amendments of 1972;
- (2) the University's Sexual Misconduct Policy; or
- (3) the University of Louisiana System's Sexual Misconduct Policy.

14.4 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the Contract, without cause, the COACH shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term and any performance incentives earned as of the date of termination.

Amounts due for the year which come due during the University's current fiscal year ending June 30 shall be paid by the University. The remaining amounts for liquidated damages due from the Foundation, which come due beyond the current University fiscal year, shall be funded solely from funds donated for the support of the athletic department and held by the Foundation. COACH will be paid in regular semi-monthly installments through the completion of the contract. COACH will make every effort to mitigate these damages through the pursuit of employment. Should the COACH secure employment prior to the completion of the payments required under this agreement, University and UNOF are only obligated to pay the difference between COACH's new salary and contracted annual salary at the University of New Orleans.

In the event COACH terminates this agreement without cause, UNO will be entitled to liquidated damages paid by COACH or new employer equal to \$5,000. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

14.5 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has made a declaration of financial exigency.

Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular salary in lieu of such notice. All compensation, including salary, benefits, supplemental compensation and other remuneration incidental to employment, cease upon termination of employment.

**15.0 Fundraising**

All fundraising activities by COACH must be pre-approved by the Vice President, Athletics and Recreation, or his/her designee, to ensure that such activities are in compliance with University policies. Vice President, Athletics and Recreation may require COACH to participate in department fundraising initiatives and/or maintain a fundraising goal specific to his sport.

**16.0 Severability**

If any provision of this agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

**17.0 Force Majeure**

No party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.



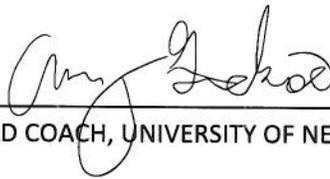
PRESIDENT, UNIVERSITY OF NEW ORLEANS



PRESIDENT, UNIVERSITY OF NEW ORLEANS FOUNDATION

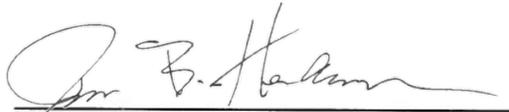


VICE PRESIDENT, ATHLETICS & RECREATION, UNIVERSITY OF NEW ORLEANS



HEAD COACH, UNIVERSITY OF NEW ORLEANS

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the 25th day of August, 2022.



PRESIDENT - ULS



F.16.

THE UNIVERSITY *of*  
**NEW ORLEANS**  
OFFICE OF THE PRESIDENT

August 3, 2022

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

Re: University of New Orleans

Dear Dr. Henderson,

On behalf of the University of New Orleans, I am requesting approval of an employment contract for the Head Coach, Men's & Women's Cross Country/Track & Field.

Thank you for your consideration.

Sincerely,

John W. Nicklow  
President

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

**ATHLETIC COMMITTEE**

**August 25, 2022**

- Item F.16.** University of New Orleans' request for approval of a contract with Mr. Brock Moreaux, Head Coach, Men's and Women's Track & Field/Cross Country, effective July 1, 2022.

**EXECUTIVE SUMMARY**

Under this agreement, through June 30, 2024, Coach will earn \$60,000 annually. In addition, Coach shall also be entitled to the following incentive compensation, funded by the Foundation:

- When either the Men's Track & Field program or Women's Track & Field program achieves a one-year APR (Academic Progress Rate) score of 985 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to Coach. This is applicable to each year of the agreement. Should either Track & Field program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.
- When either the Men's Cross Country program or Women's Cross Country program achieves a one-year APR (Academic Progress Rate) score of 1000 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to Coach. This is applicable to each year of the agreement. Should either Cross Country program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.
- When a member of the Men's Cross Country or Women's Cross Country team wins a conference individual championship, Coach will earn a one-time performance incentive of \$500 per individual championship.
- When a member of the Men's Track & Field or Women's Track & Field team wins a conference individual or relay championship, Coach will earn a one-time performance incentive of \$500 per individual championship.
- When either the Men's Cross Country team or Women's Cross Country team wins the conference championship, Coach will earn a one-time performance incentive of \$2,000 per team championship.

- When either the Men's Track & Field team or Women's Track & Field team wins the conference championship, Coach will earn a one-time performance incentive of \$1,000 per team championship.
- When either the Men's Cross Country team or Women's Cross Country team qualifies four total men and women for NCAA Regional competition, Coach will earn a one-time performance incentive of \$150. For each additional Cross Country NCAA Regional Qualifier, Coach will earn an additional \$100 performance incentive.
- When either the Men's Track & Field team or Women's Track & Field team qualifies four total men and women individuals or relay teams for NCAA Regional competition, Coach will earn a one-time performance incentive of \$150. For each additional Track & Field individual or relay team NCAA Regional Qualifier, Coach will earn an additional \$100 performance incentive.
- When a member of the Men's Cross Country or Women's Cross Country team finishes among the Top 6 at a NCAA Regional, Coach will earn a one-time performance incentive of \$500 per individual.
- When a member of the Men's Track & Field or Women's Track & Field team finishes among the Top 6 at a NCAA Regional, or when a relay team finishes among the Top 6 at a NCAA Regional, Coach will earn a one-time performance incentive of \$500 per individual or team.
- When a member of the Men's Cross Country or Women's Cross Country team qualifies for the NCAA National competition, Coach will earn a one-time performance incentive of \$500 per individual.
- When a member of the Men's Track & Field or Women's Track & Field team qualifies for the NCAA National competition, or a relay team qualifies for the NCAA National competition, Coach will earn a one-time performance incentive of \$500 per individual or relay team.
- When a member of the Men's Cross Country or Women's Cross Country team wins an NCAA Individual Championship, Coach will earn a one-time performance incentive of \$2,500 per individual.
- When a member of the Men's Track & Field or Women's Track & Field team wins an NCAA Individual Championship or a relay team wins a NCAA Championship, Coach will earn a one-time performance incentive of \$2,500 per individual or relay team.

- When either the Men's Track & Field team, Women's Track & Field team, Men's Cross Country team or Women's Cross Country team wins the NCAA Team Championship, Coach will earn a one-time performance incentive of \$5,000 per team championship and will receive a one-year extension to this contract.
- When the Coach is recognized as Conference Coach of the Year by the Conference itself, Coach will earn one-time performance incentive of \$2,500. This is applicable to each year of the agreement.

If the University terminates the agreement without cause, Coach shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term and any performance incentives earned as of the date of termination. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Foundation. In the event Coach terminates this agreement without cause, UNO will be entitled to liquidated damages paid by Coach or new employer of \$10,000.

The University and the Foundation have combined this agreement into one joint employment agreement.

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval of a contract with Mr. Brock Moreaux, Head Coach, Men's and Women's Track & Field/Cross Country, effective July 1, 2022.***

**CONTRACT OF EMPLOYMENT  
HEAD COACH, MEN'S & WOMEN'S CROSS COUNTRY / TRACK & FIELD**

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

This agreement is made and entered into on this 31<sup>st</sup> day of July 2022, between the University of New Orleans through its President, Dr. John Nicklow, the University of New Orleans Foundation (hereinafter referred to as the "Foundation") and Brock Moreaux (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

1.1 The University of New Orleans (the "University") does hereby employ COACH as Head Coach, Men's & Women's Cross Country / Track & Field and COACH does hereby accept employment and agrees to perform all of the services pertaining to University of New Orleans Athletics which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Vice President, Athletics and Recreation.

1.2 COACH shall be responsible, and shall report, directly to University's Vice President, Athletics and Recreation (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of University's President.

1.3 COACH shall manage and supervise the team and shall perform such other duties in University's athletic program as the Director may assign.

1.4 COACH agrees to represent University positively in public and private forums and shall not engage in conduct that reflects adversely on University or its athletic programs.

**2.0 Term**

2.1 The term of this agreement is for a fixed period of two (2) years, commencing on the 3<sup>rd</sup> day of August, 2022, and terminating without further notice to COACH on the 30<sup>th</sup> day of June, 2024, unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from University and acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this agreement count in any way toward tenure at University.

2.3 This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of both parties and approved by the Board.

### **3.0 Compensation**

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, University shall pay COACH an annual salary of \$60,000, payable on a biweekly basis

3.2 COACH shall have an assistant coach salary pool of up to \$90,000 total.

3.3 The COACH is subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.

3.4 The University does not guarantee amounts due under this agreement beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with section 14 below.

### **4.0 Supplements/Performance Incentives**

4.1 During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. The annual supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. Annual salary supplements will be paid in one lump sum within sixty (60) days of the conclusion of each season during the term of the agreement. The potential annual supplements are as follows:

4.2 During the time of employment as head coach, COACH will have the opportunity to earn the following annual performance incentives. The annual earned performance incentives shall be subject to all mandatory withholdings and are not inclusive of employer matches for retirement and Medicare payments. If earned, the annual performance incentives shall be funded by the Foundation solely from funds donated for the support of the athletic department and held by the Foundation and paid through University payroll. The annual performance incentives are as follows:

#### **4.2.1 Academic Progress**

4.2.1.1 When either the Men's Cross Country team or Women's Cross Country team achieves a one-year APR (Academic Progress Rate) score of 1000 in any academic year of this agreement and is not subject to penalties due to the four-year average score, a Five Hundred Dollar (\$500) in performance incentive will be provided to COACH and a \$250 performance incentive will be provided to each full-time track and field assistant coach. This is applicable to each year of the agreement. Should either the Men's Cross Country team or Women's Cross Country team receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.

4.2.1.2 When either the Men's Track & Field team or Women's Track & Field team achieves a one-year APR (Academic Progress Rate) score of 985 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a Five Hundred Dollar (\$500) in performance

incentive will be provided to COACH and a \$250 performance incentive will be provided to each full-time track and field assistant coach. This is applicable to each year of the agreement. Should either the Men's Track and Field or Women's Track and Field team receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.

#### **4.2.2 Athletic Success**

**4.2.2.1** When a member of the Men's Cross Country or Women's Cross Country team wins a conference individual championship, COACH will earn a one-time performance incentive of \$500 per individual championship and a \$250 performance incentive will be provided to each full-time track and field assistant coach per individual championship. This is applicable to each year of the agreement.

**4.2.2.2** When a member of the Men's Track and Field or Women's Track and Field team wins a conference individual or relay championship, COACH will earn a one-time performance incentive of \$500 per individual championship and a \$250 performance incentive will be provided to each full-time track and field assistant coach per individual championship. This is applicable to each year of the agreement.

**4.2.2.3** When a member of the Men's Cross Country or Women's Cross Country team finishes among the Top 6 at a NCAA Regional, COACH will earn a one-time performance incentive of \$500 per individual. This is applicable to each year of the agreement.

**4.2.2.4** When a member of the Men's Track and Field or Women's Track and Field team finishes among the Top 6 at a NCAA Regional, or when a relay team finishes among the Top 6 at a NCAA Regional, COACH will earn a one-time performance incentive of \$500 per individual or team and each full-time assistant coach will earn a one-time performance incentive of \$250 per individual or team. This is applicable to each year of the agreement.

**4.2.2.5** When a member of the Men's Cross Country or Women's Cross Country team qualifies for the NCAA National competition, COACH will earn a one-time performance incentive of \$500 per individual. This is applicable to each year of the agreement.

**4.2.2.6** When a member of the Men's Track and Field or Women's Track and Field team qualifies for the NCAA National competition, or a relay team qualifies for the NCAA National competition, COACH will earn a one-time performance incentive of \$500 per individual or relay team and each full-time assistant coach will earn a one-time performance incentive of \$250 per individual or relay team. This is applicable to each year of the agreement.

4.2.2.7 When a member of the Men's Cross Country or Women's Cross Country team wins a NCAA Individual Championship, COACH will earn a one-time performance incentive of \$2,500 per individual. This is applicable to each year of the agreement.

4.2.2.6 When a member of the Men's Track and Field or Women's Track and Field team wins a NCAA Individual Championship or a relay team wins a NCAA Championship, COACH will earn a one-time performance incentive of \$2,500 per individual or relay team and each full-time assistant coach will earn a one-time performance incentive of \$1,000 per individual or relay team. This is applicable to each year of the agreement.

4.2.2.7 When either the Men's Cross Country team or Women's Cross Country team win the conference championship, COACH will earn a one-time performance incentive of \$2,000 per team championship and each full-time assistant coach will earn a one-time performance incentive of \$750 per team championship. This is applicable to each year of the agreement.

4.2.2.8 When either the Men's Track and Field team or Women's Track and Field team win the conference championship, COACH will earn a one-time performance incentive of \$1,000 per team championship and each full-time assistant coach will earn a one-time performance incentive of \$750 per team championship. This is applicable to each year of the agreement.

4.2.2.9 When either the Men's Track and Field team, Women's Track and Field, Men's Cross Country team or Women's Cross Country team win the NCAA Team Championship, COACH will earn a one-time performance incentive of \$5,000 per team championship and will receive a one-year extension to this contract. Each full-time assistant coach will earn a one-time performance incentive of \$2,500 per team championship. This is applicable to each year of the agreement.

4.2.2.10 When either the Men's Cross Country team or Women's Cross Country team qualify four total men and women for NCAA Regional competition, COACH will earn a one-time performance incentive of \$150. For each additional Cross Country NCAA Regional Qualifier, COACH will earn an additional \$100 performance incentive.

4.2.2.11 When either the Men's Track and Field team or Women's Track and Field team qualify four total men and women individuals or relay teams for NCAA Regional competition, COACH will earn a one-time performance incentive of \$150 and each full-time assistant coach will earn a one-time performance incentive of \$150. For each additional Track and Field individual or relay team NCAA Regional Qualifier, COACH will earn an additional \$100 performance incentive.

#### 4.2.3 Professional Recognition

4.2.3.1 When the COACH is recognized as Conference Coach of the Year by the Conference itself, COACH will earn one-time performance incentive of \$2,500. This is applicable to each year of the agreement.

**5.0 Contracts for Broadcasts and/or Endorsements**

5.1 The University retains all endorsement and multi-media rights, including television, radio, internet, print, etc., on behalf of COACH and the Men's & Women's Cross Country / Track & Field team. COACH may not enter into any agreement for professional or personal endorsement of a product, business or charitable organization without approval of the Vice President, Athletics and Recreation or the University President.

**6.0 Camps and Clinics**

6.1 COACH may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities unless camps are operated with the primary purpose of generating revenue for the University Men's & Women's Cross Country / Track & Field program. The use of University facilities will be determined by the availability of those facilities as established by University policy. COACH may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics. Should COACH operate a University-sponsored camp for the primary benefit of the University Men's & Women's Cross Country / Track & Field program, the following shall apply

6.1.1 All revenues from university camps/clinics will be deposited into COACH's University camp budget. After all expenses are met, COACH may be compensated up to the amount of surplus remaining in the account, or use the profits to pay assistant coaches, supplement his University Men's & Women's Cross Country / Track & Field operating budget, or a combination of the three, at coach's discretion.

6.1.2 Camps operated through the University camp budget will not be subject to facility fees; however, all camps will be assessed a per camper administration fee by Department of Athletics through the UNO Foundation.

6.1.3 Conducting camps and clinics is considered a part of COACH's job description related to promoting the University and the athletics department; thus, neither COACH nor assistant coaches will not be required to take leave while conducting camps run through the University camp budget.

6.1.4 COACH's camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.

6.2 If camps are operated as a private event, it is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

6.2.1 Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.

6.2.2 The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.

6.2.3 The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:

6.2.4 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

6.2.5 Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.

6.2.6 Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.

6.2.7 The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.

6.2.8 The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

6.3 The Vice President, Athletics and Recreation will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of camps.

## **7.0 Employee Benefits**

7.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee. Such benefit will be based upon COACH's base annual salary as provided by University.

## **8.0 Outside Income-Subject to Compliance with Board Rules**

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his University employment and the University shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of camps and/or clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

8.2 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than Employer, COACH must report all such income or benefits to the President in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

#### **9.0 Apparel, Equipment Endorsements**

9.1 The University shall retain all endorsements rights on behalf of COACH. COACH shall not endorse or serve as a spokesperson for a business, product, service, charitable organization without prior approval from the Vice President, Athletics and Recreation. Should the COACH be authorized by the University, the University shall receive and then pay to COACH any funds for which he is responsible in obtaining for the University through endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes.

#### **10.0 Coaching Staff**

10.1 COACH shall have the authority to select a coaching staff comprised of unclassified personnel upon authorization by the Vice President, Athletics and Recreation and approval by the Board of Supervisors for the University of Louisiana System.

#### **11.0 Compliance with NCAA, Conference and University Rules**

11.1 COACH shall abide by the rules and regulations of the NCAA, Conference & University rules. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

11.2 COACH and Employer acknowledge and agree that COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

#### **12.0 Title IX Sexual Misconduct Policy Reporting and Compliance**

12.1 COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a University sponsored activity or event. Any emergency situation shall be immediately reported to 911 and/or law enforcement. For purposes of this paragraph, a "Known

Violation" shall mean a violation or an allegation of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

### **13.0 Morality**

13.1 COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs; AND

13.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances, he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

### **14.0 Termination**

14.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, University will obtain approval from the University of Louisiana System President.

14.2 COACH may be terminated by the Vice President, Athletics and Recreation at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. In the event of such termination, COACH will receive thirty (30) calendar days' notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages shall be due if termination is for just cause.

14.3 The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by COACH for failure to report a Known Violation of:

- (1) Title IX of the Education Amendments of 1972;
- (2) the University's Sexual Misconduct Policy; or
- (3) the University of Louisiana System's Sexual Misconduct Policy.

14.4 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the Contract, without cause, the COACH shall be entitled to liquidated damages equal to 50% of the base salary which would have been earned through the end of the contract term. This amount will be offset by compensation received by COACH from another NCAA university or university Foundation.

Amounts due for the year which come due during the University's current fiscal year ending June 30 shall be paid by the University. The remaining amounts for liquidated damages due from the Foundation, which come due beyond the current University fiscal year, shall be funded

solely from funds donated for the support of the athletic department and held by the Foundation. COACH will be paid in regular semi-monthly installments through the completion of the contract. COACH will make every effort to mitigate these damages through the pursuit of employment. Should the COACH secure employment prior to the completion of the payments required under this agreement, University and UNOF are only obligated to pay the difference between COACH's new salary and contracted annual salary at the University of New Orleans.

In the event COACH terminates this agreement without cause, UNO will be entitled to liquidated damages paid by COACH or new employer of \$10,000. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

14.5 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has made a declaration of financial exigency.

Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular salary in lieu of such notice. All compensation, including salary, benefits, supplemental compensation and other remuneration incidental to employment, cease upon termination of employment.

**15.0 Fundraising**

All fundraising activities by COACH must be pre-approved by the Vice President, Athletics and Recreation, or his/her designee, to ensure that such activities are in compliance with University policies. DIRECTOR may require COACH to participate in department fundraising initiatives and/or maintain a fundraising goal specific to his sport.

**16.0 Severability**

If any provision of this agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

**17.0 Force Majeure**

No party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.



PRESIDENT, UNIVERSITY OF NEW ORLEANS



PRESIDENT, UNIVERSITY OF NEW ORLEANS FOUNDATION

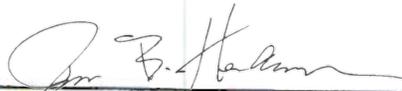


VICE PRESIDENT, ATHLETICS & RECREATION,  
UNIVERSITY OF NEW ORLEANS



HEAD COACH, UNIVERSITY OF NEW ORLEANS

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the  
25th day of August, 20 22.



PRESIDENT - ULS



F.17.

THE UNIVERSITY *of*  
**NEW ORLEANS**  

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**OFFICE OF THE PRESIDENT**

August 3, 2022

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

Re: University of New Orleans

Dear Dr. Henderson,

On behalf of the University of New Orleans, I am requesting approval of an amended employment contract for the Head Tennis Coach, Men and Women's.

Thank you for your consideration.

Sincerely,

John W. Nicklow  
President

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

**ATHLETIC COMMITTEE**

**August 25, 2022**

**Item F.17.** University of New Orleans' request for approval of amendments to the contract with Mr. Burzis Kanga, Head Men's and Women's Tennis Coach, effective July 1, 2022.

**EXECUTIVE SUMMARY**

Under these amendments, through June 30, 2024, Coach will earn \$76,277 annually. Coach shall also receive a 3% increase on July 1, 2023. In addition, Coach shall also be entitled to the following incentive compensation, funded by the Foundation:

- Conference Team Regular-Season Championship \$1,000
- Conference Team Tournament Championship (Men's or Women's) \$2,500
- NCAA First Round Singles or Doubles Winner \$1,500
- NCAA Second Round Singles or Doubles Winner \$1,500
- NCAA Singles or Doubles National Championship \$2,500
- ITA Singles or Doubles National Championship \$1,500
- NCAA Team Championship (MTE, WTE) \$10,000 and a one-year contract extension

All other terms and conditions contained in the original contract effective July 1, 2021 shall remain unchanged and in full force and effect, except by necessary implication.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval of amendments to the contract with Mr. Burzis Kanga, Head Men's and Women's Tennis Coach, effective July 1, 2022.*

**EMPLOYMENT AMENDMENT  
HEAD COACH, MEN'S & WOMEN'S TENNIS**

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

This Amendment is made and entered into on this \_\_\_ day of July 2022, between the University of New Orleans through its President, Dr. John Nicklow, the University of New Orleans Foundation (hereinafter referred to as the "Foundation") and Burzis Kanga (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

Whereas, UNO and COACH entered into an original agreement effective July 1, 2021, and whereby UNO agreed to employ and COACH accepted employment as Head Coach, Men's & Women's Tennis of UNO under such terms and conditions as set forth within.

Whereas, the parties now desire to amend the aforesaid Agreement:

Now, therefore, in consideration of the promises herein contained and for other good and valuable consideration, the parties agree as follows:

1. **TERM:** Section 2.1 shall be amended to read:

The term of this amended agreement is for a period of two (2) years commencing on the 1<sup>st</sup> day of July, 2022 and extending through the 30<sup>th</sup> day of June, 2024.

2. **COMPENSATION:** Section 3.1 shall be amended to read:

In consideration of COACH'S services and satisfactory performance of this agreement, University shall pay COACH an annual salary of \$76,277, payable on a biweekly basis. COACH shall receive a 3% increase on July 1, 2023.

3. **SUPPLEMENTS / PERFORMANCE INCENTIVES:** Section 4.2.2.1 shall be amended to read:

COACH will earn performance incentive(s) in the amount stated when the below incentive(s) are reached. This is applicable to each year of the agreement.

- Conference Team Regular-Season Championship \$1,000
- Conference Team Tournament Championship (Men's or Women's) \$2,500
- NCAA First Round Singles or Doubles Winner \$1,500
- NCAA Second Round Singles or Doubles Winner \$1,500
- NCAA Singles or Doubles National Championship \$2,500
- ITA Singles or Doubles National Championship \$1,500
- NCAA Team Championship (MTE, WTE) \$10,000 and a one year contract extension

This Amendment is effective July 1, 2022 and thereafter, unless amended. All other terms and conditions contained in the Agreements shall remain unchanged and in full force and effect, except by necessary implication.

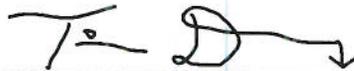
IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and UNO Foundation have executed this Agreement as of the date first written above.



\_\_\_\_\_  
PRESIDENT, UNIVERSITY OF NEW ORLEANS



\_\_\_\_\_  
PRESIDENT, UNIVERSITY OF NEW ORLEANS FOUNDATION

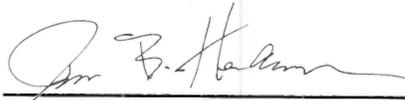


\_\_\_\_\_  
VICE PRESIDENT, ATHLETICS & RECREATION, UNIVERSITY OF  
NEW ORLEANS



\_\_\_\_\_  
HEAD COACH, UNIVERSITY OF NEW ORLEANS

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the  
25th day of August, 20 22.



\_\_\_\_\_  
PRESIDENT - ULS



F.18.

THE UNIVERSITY *of*  
**NEW ORLEANS**  

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**OFFICE OF THE PRESIDENT**

August 3, 2022

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

Re: University of New Orleans

Dear Dr. Henderson,

On behalf of the University of New Orleans, I am requesting approval of an employment contract for the Men's Golf Head Coach.

Thank you for your consideration.

Sincerely,

John W. Nicklow  
President

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

**ATHLETIC COMMITTEE**

**August 25, 2022**

**Item F.18.** University of New Orleans' request for approval of a contract with Mr. Jeff Lorio, Head Coach, Men's Golf, effective July 1, 2022.

**EXECUTIVE SUMMARY**

Under this agreement, through June 30, 2024, Coach will earn \$47,430 annually. Coach shall also receive a 5% increase on July 1, 2023. In addition to the salary, Coach will also receive use of a courtesy vehicle as provided by the University or a University partner; should the University not provide a courtesy vehicle, Coach will receive an annual vehicle allowance of \$3,000. In addition, Coach shall also be entitled to the following incentive compensation, funded by the Foundation:

- When the men's golf program achieves a one-year APR (Academic Progress Rate) score of 980 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to Coach. This is applicable to each year of the agreement. Should the men's golf program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.
- Conference Tournament Championship - \$2,500
- NCAA First Round and Any Subsequent Round Win - \$1,500
- NCAA National Championship - \$10,000
- When the Coach is recognized as Conference Coach of the Year by the Conference itself, Coach will earn one-time performance incentive of \$2,500. This is applicable to each year of the agreement.

If the University terminates the agreement without cause, Coach shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term and any performance incentives earned as of the date of termination. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Foundation. In the event Coach terminates this agreement without cause, UNO will be entitled to liquidated damages paid by Coach or new employer of \$5,000.

The University and the Foundation have combined this agreement into one joint employment agreement.

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval of a contract with Mr. Jeff Lorio, Head Coach, Men's Golf, effective July 1, 2022.*

**CONTRACT OF EMPLOYMENT  
HEAD COACH, MEN'S GOLF**

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

This agreement is made and entered into on this \_\_\_ day of July 2022, between the University of New Orleans through its President, Dr. John Nicklow, the University of New Orleans Foundation (hereinafter referred to as the "Foundation") and Jeff Lorio (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

1.1 The University of New Orleans (the "University") does hereby employ COACH as Head Coach, Men's Golf and COACH does hereby accept employment and agrees to perform all of the services pertaining to University of New Orleans Athletics which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Vice President, Athletics and Recreation.

1.2 COACH shall be responsible, and shall report, directly to University's Vice President, Athletics and Recreation (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of University's President.

1.3 COACH shall manage and supervise the team and shall perform such other duties in University's athletic program as the Director may assign.

1.4 COACH agrees to represent University positively in public and private forums and shall not engage in conduct that reflects adversely on University or its athletic programs.

**2.0 Term**

2.1 The term of this agreement is for a fixed period of two (2) years, commencing on the 1<sup>st</sup> day of July, 2022, and terminating without further notice to COACH on the 30th day of June, 2024, unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from University and acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this agreement count in any way toward tenure at University.

2.3 This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of both parties and approved by the Board.

### **3.0 Compensation**

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, University shall pay COACH an annual salary of \$47,430, payable on a biweekly basis. COACH will receive a 5% annual raise on July 1, 2023.

3.2 The COACH is subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.

3.3 The University does not guarantee amounts due under this agreement beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with section 14 below.

### **4.0 Supplements/Performance Incentives**

4.1 During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. The annual supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. Annual salary supplements will be paid in one lump sum within sixty (60) days of the conclusion of each season during the term of the agreement. The potential annual supplements are as follows:

4.1.1 Vehicle: COACH will receive use of a courtesy vehicle as provided by the University or a University partner. Should the University not provide a courtesy vehicle, COACH will receive an annual vehicle allowance of \$3,000 dispensed monthly.

4.2 During the time of employment as head coach, COACH will have the opportunity to earn the following annual performance incentives. The annual earned performance incentives shall be subject to all mandatory withholdings and are not inclusive of employer matches for retirement and Medicare payments. If earned, the annual performance incentives shall be funded by the Foundation solely from funds donated for the support of the athletic department and held by the Foundation and paid through University payroll. The annual performance incentives are as follows:

#### **4.2.1 Academic Progress**

4.2.1.1 When the golf program achieves a one-year APR (Academic Progress Rate) score of 980 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to COACH. This is applicable to each year of the agreement. Should the golf program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.

#### **4.2.2 Athletic Success**

4.2.2.1 COACH will earn performance incentive(s) in the amount stated when the below incentive(s) are reached. This is applicable to each year of the agreement.

- Conference Tournament Championship \$2,500

- NCAA First Round & Any Subsequent Round Win \$1,500
- NCAA National Championship \$10,000

#### 4.2.3 Professional Recognition

4.2.3.1 When the COACH is recognized as Conference Coach of the Year by the Conference itself, COACH will earn one-time performance incentive of \$2,500. This is applicable to each year of the agreement.

### 5.0 Contracts for Broadcasts and/or Endorsements

5.1 The University retains all endorsement and multi-media rights, including television, radio, internet, print, etc., on behalf of COACH and the golf program. Coach may not enter into any agreement for professional or personal endorsement of a product, business or charitable organization without approval of the Vice President, Athletics and Recreation or the University President.

### 6.0 Camps and Clinics

6.1 COACH will operate an instructional camp/clinic for the teaching of athletic pursuits for a minimum of 1 (one) week annually. COACH shall notify the Vice President, Athletics and Recreation or designee of his/her camp/clinic plan, including specific dates, budget, personnel, etc., annually by March 1 for summer camps/clinics and 90 days prior for academic year camps/clinics. The use of University facilities will be determined by the availability of those facilities as established by the Athletics Department and University policy.

COACH may operate camps/clinics at the University as either a University sponsored camp/clinic for the primary benefit of COACH's sport program or a private camp/clinic where COACH utilizes a legal structure. To execute a University sponsored camp/clinic, the following shall apply:

6.1.1 All revenues from Athletic Department camps/clinics will be deposited into COACH's program Foundation account. After all expenses are met, COACH may use the profits to supplement the head coach's pay (up to 20%), pay assistant coaches (30%) and/or supplement their sports program (remaining balance).

6.1.2 Athletics Department camps/clinics will not be assessed a facility fee or a per camper administration fee.

6.1.3 Conducting camps and clinics is considered a part of COACH's job description related to promoting the University and the athletics department; thus, neither COACH nor assistant coaches will be required to take leave while conducting Athletic Department camps/clinics.

6.1.4 Personal injury insurance will be paid from COACH's program Foundation account as a camp expense and approved by the University for camp/clinic participants.

6.1.5 Complete records will be maintained by Athletic Department personnel regarding income and expenditures and available for verification by University auditors.

6.1.6 All camp/clinic personnel will have to undergo a background check to be paid from COACH's program Foundation account as a camp/clinic expense.

6.2 If camps/clinics are operated as a private event, it is specifically agreed that in the operation of such camps/clinics, COACH acts for themselves in their private capacity and not as an agent or employee of the University. COACH shall create a legal structure (limited liability corporation, S-Corporation, etc.) and provide a copy of those documents to the Vice President, Athletics and Recreation or designee annually by March 1 for summer camps/clinics or 90 days prior for academic year camps/clinics. The University and the COACH shall enter an agreement that constitutes a license to use the property and facilities subject to the conditions hereafter stated.

6.2.1 The coordination of facility set-up will be the sole responsibility of COACH. Set-ups may incur a fee paid to the Athletic Department per the facility rental agreement.

6.2.2 The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps/clinics.

6.1.2 Camps/clinics will be subject to the #NOLAsTEAM facility rental fee rate and assessed a \$5 per camper administration fee by the Athletics Department.

6.2.3 The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:

6.2.4 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

6.2.5 Annual leave must be requested to cover the dates of the camp/clinic operation for all coaches involved.

6.2.6 Complete records will be maintained regarding income and expenditures associated with said camp/clinic and available for verification by University auditors.

6.2.7 The COACH agrees to protect, indemnify and hold harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp/clinic activities.

6.2.8 The COACH is an independent contractor during said camp/clinic activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

6.2.9 The University's name will not be in the name of the camp/clinic, except to describe the location of said camp/clinic. Restricted camp/clinic names are as follows:

- #NOLAsteam
- New Orleans Privateers
- UNO Privateers

6.2.10 All camp/clinic personnel will have to undergo a background check at the expense of the COACH.

6.3 The Vice President, Athletics and Recreation or his/her designee will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of camps/clinics.

## **7.0 Employee Benefits**

7.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee. Such benefit will be based upon COACH's base annual salary as provided by University.

## **8.0 Outside Income-Subject to Compliance with Board Rules**

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his University employment and the University shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of camps and/or clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

8.2 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than Employer, COACH must report all such income or benefits to the President in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

## **9.0 Apparel, Equipment Endorsements**

9.1 The University shall retain all endorsements rights on behalf of COACH. COACH shall not endorse or serve as a spokesperson for a business, product, service, charitable organization without prior approval from the Vice President, Athletics and Recreation. Should the COACH be authorized by the University, the University shall receive and then pay to COACH any funds for which he is responsible in obtaining for the University through endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes.

## **10.0 Coaching Staff**

10.1 COACH shall have the authority to select a coaching staff comprised of unclassified personnel upon authorization by the Vice President, Athletics and Recreation and approval by the Board of Supervisors for the University of Louisiana System.

#### **11.0 Compliance with NCAA, Conference and University Rules**

11.1 COACH shall abide by the rules and regulations of the NCAA, Conference & University rules. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

11.2 COACH and Employer acknowledge and agree that COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

#### **12.0 Title IX Sexual Misconduct Policy Reporting and Compliance**

12.1 COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a University sponsored activity or event. Any emergency situation shall be immediately reported to 911 and/or law enforcement. For purposes of this paragraph, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

#### **13.0 Morality**

13.1 COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs; AND

13.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances, he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

#### **14.0 Termination**

14.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, University will obtain approval from the University of Louisiana System President.

14.2 COACH may be terminated by the Vice President, Athletics and Recreation at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages shall be due if termination is for just cause.

14.3 The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by COACH for failure to report a Known Violation of:

- (1) Title IX of the Education Amendments of 1972;
- (2) the University's Sexual Misconduct Policy; or
- (3) the University of Louisiana System's Sexual Misconduct Policy.

14.4 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the Contract, without cause, the COACH shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term and any performance incentives earned as of the date of termination.

Amounts due for the year which come due during the University's current fiscal year ending June 30 shall be paid by the University. The remaining amounts for liquidated damages due from the Foundation, which come due beyond the current University fiscal year, shall be funded solely from funds donated for the support of the athletic department and held by the Foundation. COACH will be paid in regular semi-monthly installments through the completion of the contract. COACH will make every effort to mitigate these damages through the pursuit of employment. Should the COACH secure employment prior to the completion of the payments required under this agreement, University and UNOF are only obligated to pay the difference between COACH's new salary and contracted annual salary at the University of New Orleans.

In the event COACH terminates this agreement without cause, UNO will be entitled to liquidated damages paid by COACH or new employer equal to \$5,000. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

14.5 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has made a declaration of financial exigency.

Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular salary in lieu of such notice. All compensation, including salary, benefits, supplemental compensation and other remuneration incidental to employment, cease upon termination of employment.

## **15.0 Fundraising**

All fundraising activities by COACH must be pre-approved by the Vice President, Athletics and Recreation, or his/her designee, to ensure that such activities are in compliance with University policies. Vice President, Athletics and Recreation may require COACH to participate in department fundraising initiatives and/or maintain a fundraising goal specific to his sport.

**16.0 Severability**

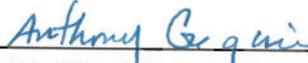
If any provision of this agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

**17.0 Force Majeure**

No party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.



PRESIDENT, UNIVERSITY OF NEW ORLEANS



PRESIDENT, UNIVERSITY OF NEW ORLEANS FOUNDATION

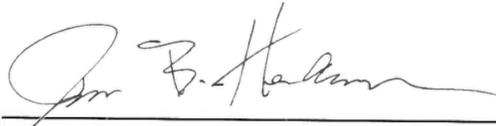


VICE PRESIDENT, ATHLETICS & RECREATION, UNIVERSITY OF NEW ORLEANS



HEAD COACH, UNIVERSITY OF NEW ORLEANS

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the 25th day of August, 2022.



PRESIDENT - ULS

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

**FACILITIES PLANNING COMMITTEE**

**August 25, 2022**

- Item G.12.** University of New Orleans' request for approval to enter into a Grounds and Facilities Lease Agreement with University of New Orleans Research & Technology Foundation, to make space improvements via the construction of athletic facilities, hotel facilities, retail shopping, entertainment, dining, and housing on the east campus of the University, pursuant to La. R.S. 17:3361.

**EXECUTIVE SUMMARY**

The University is requesting approval to enter into a Grounds and Facilities Lease Agreement with the University of New Orleans Research & Technology Foundation, to construct new athletic facilities, hotel facilities, retail shopping, entertainment, dining, and housing. The University will lease the land, as defined in the attached plat, to University of New Orleans Research & Technology Foundation. Located in New Orleans, Louisiana, the property is bound by Franklin Avenue to the west, Press Drive to the east, Leon C. Simon Drive to the south, and Lakeshore Drive to the north. This land and facilities will be leased to University of New Orleans Research & Technology Foundation for \$1.00 per year.

This project will include development of the property for educational, commercial, and residential uses. The project will be anchored by existing athletic facilities as well as newly constructed athletic facilities that include dining and entertainment options. Housing will include hotels and apartments, including student-focused housing. This project will greatly increase the visibility of the University, provide for an improved student experience, and create dynamic new revenue streams for the University.

The University of New Orleans Research & Technology Foundation anticipates total funding available for the project via commercial developer(s). This will include all construction, design, testing/surveying, and contingency funding. The University will not incur any debt as a result of this project. The University's land/property will not be used as security for this project. This project will be funded entirely by private funds.

The Grounds and Facilities Lease Agreements will expire on the 31<sup>st</sup> day of December, 2072, or at such time as donation of improvements is executed, whichever occurs first.

## RECOMMENDATION

It is requested that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request for approval to enter into a Grounds and Facilities Lease Agreement with University of New Orleans Research & Technology Foundation, Inc., to lease campus space for improvement via the construction of athletic facilities, hotel facilities, retail shopping, entertainment, dining, and housing, pursuant to La. R.S. 17:3361.

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

***BE IT FURTHER RESOLVED***, that the President of University of New Orleans or his or her designee is hereby designated and authorized to execute any and all documents associated with said lease by the University of Louisiana System on behalf of and for the use of University of New Orleans.

***AND FURTHER***, that University of New Orleans will provide the System office with copies of all final executed documents for Board files.

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

**FACILITIES PLANNING COMMITTEE**

**August 25, 2022**

- Item G.13.** **University of New Orleans'** request for approval to enter into a Grounds and Facilities Lease Agreement with University of New Orleans Foundation for eleven years to remove existing and install new scoreboards at The Senator Nat G. Kiefer University of New Orleans Lakefront Arena and Maestri Field and Baseball Stadium, pursuant to La. R.S. 17:3361.

**EXECUTIVE SUMMARY**

The University is requesting approval to enter into a Grounds and Facilities Lease Agreement with the University of New Orleans Foundation, to remove existing and install new scoreboards at The Senator Nat G. Kiefer University of New Orleans Lakefront Arena ("Arena") and Maestri Field and Baseball Stadium ("Stadium").

Arena is located on the University of New Orleans campus at 6801 Franklin Avenue, New Orleans, LA 70122. Proposed location of Arena Leased Property for new scoreboards includes upper level to include portions of seating sections I, J, and K as well as up to nine vomitory displays spread throughout the arena, located above entry portal. Stadium is located on the University of New Orleans campus, directly to the east of Arena. Proposed location of Baseball Stadium Leased Property is the current location of existing scoreboard, located just beyond the outfield wall in left-center field. These spaces will be leased to University of New Orleans Foundation for \$10 per year.

This project will include removal of existing scoreboards and installation of new digital scoreboards. This project will greatly enhance the appeal to both fans and recruits at each venue. New scoreboards will be used at athletic events, graduations, concerts, and special events. This project will provide for an improved student experience at each venue as well as improve the quantity and quality of advertising options at each venue, creating additional revenue streams for the University.

The University of New Orleans Foundation anticipates total funding available for the project will be approximately \$2,000,000. This will include all construction, design, testing/surveying, and contingency funding. The University will not incur any debt as a result of this project. The University's land/property will not be used as security for this project. This project will be funded entirely by private funds.

The Grounds and Facilities Lease Agreement will expire on the last day of August 2033, or at such time as donation of improvements is executed, whichever occurs first.

### **RECOMMENDATION**

It is requested that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request for approval to enter into a Grounds and Facilities Lease Agreement with University of New Orleans Foundation for eleven years to remove existing and install new scoreboards at The Senator Nat G. Kiefer University of New Orleans Lakefront Arena and Maestri Field and Baseball Stadium, pursuant to La. R.S. 17:3361.

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

***BE IT FURTHER RESOLVED***, that the President of University of New Orleans or his or her designee is hereby designated and authorized to execute any and all documents associated with said lease by the University of Louisiana System on behalf of and for the use of University of New Orleans.

***AND FURTHER***, that University of New Orleans will provide the System office with copies of all final executed documents for Board files.

Approved by the Board of Supervisors for the University of Louisiana System on 8/25/22

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

**FACILITIES PLANNING COMMITTEE**

**August 25, 2022**

**Item G.14.** University of Louisiana System's request for approval of the Fiscal Year 2023-24 Capital Outlay Budget Request and Institutions' Five-Year Capital Outlay Plans.

**EXECUTIVE SUMMARY**

UL System requests approval of the Fiscal Year 2023-24 Capital Outlay Budget Request and Institutions' Five-Year Plans for FY 2023-24 through FY 2027-28.

The Capital Outlay Budget Request contains a prioritized list of System and Campus projects noting four categories: Emergency, Self-Generated Revenue, Continuing, and New.

Once approved by the Board, the Capital Outlay Budget Request for FY 2023-24 will be forwarded to the Board of Regents for approval and submittal to the Division of Administration (Facility Planning and Control) for consideration in next year's state capital outlay budget.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the Fiscal Year 2023-24 Capital Outlay Budget Request and Institutions' Five-Year Capital Outlay Plans.*

**UNIVERSITY OF LOUISIANA SYSTEM**

**FY 2023-24 thru 2027-28**

**Capital Outlay**

Campus Priority	System Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2023-24 (Year 1)	FY 2024-25 (Year 2)	FY 2025-26 (Year 3)	FY 2026-27 (Year 4)	FY 2027-28 (Year 5)	Total
1	1	E	NiSU	ADA Upgrades, Multi-Building	GOB		\$7,050,803	\$7,050,803				\$14,101,606
1	2	E	GSU	Reroof Various Buildings - Campus Wide	GOB		\$2,500,000	\$2,500,000	\$1,700,000			\$6,700,000
1	3	C	NSU	Kyser Hall Replacement	GOB	\$10,645,850	\$29,195,000					\$39,840,850
1	4	E	MSU	Burton Business Center Exterior Mitigation	GOB		\$8,400,000					\$8,400,000
1	5	C/SG	SELU	D Vickers Hall Renovation and Addition, Planning and Construction	GOB/SG	\$23,000,000	\$9,100,000					\$32,100,000
1	6	C	ULL	Declouet Hall Renovation, Planning and Construction	GOB	\$500,000	\$4,500,000					\$5,000,000
1	7	N	UNO	Hotel, Restaurant, & Tourism Program Relocation Buildout to North Central Plant Bldg. - Phase I	GOB/SG		\$642,157	\$5,779,416				\$6,421,573
1	8	C	ULM	Health Sciences Campus Renovations - Sugar Hall & Caldwell Hall	GOB	\$9,722,729	\$6,600,000					\$16,322,729
1	9	C	LTU	Madison Hall Renovation - Speech & Audiology	GOB	\$2,000,000	\$33,000,000	\$3,000,000				\$38,000,000
2	10	N	ULM	Human Development and Well-Being Multi-Purpose Center	GOB		\$4,000,000	\$36,133,333	\$18,066,667			\$58,200,000
2	11	E	NiSU	Fire Alarm Integration, Multi-Building	GOB		\$3,056,464					\$3,056,464
2	12	E	LTU	Comprehensive ADA - Remediation	GOB	\$500,000	\$2,500,000	\$5,000,000	\$2,500,000			\$10,500,000
2	13	N	UNO	New Track & Field Stadium Planning & Construction	GOB/SG		\$1,332,484	\$11,132,360	\$850,000			\$13,314,844
2	14	C	MSU	Contraband Bayou Erosion Retaining Wall - Phase II	GOB	\$7,516,997	\$4,000,000					\$11,516,997
2	15	C	ULL	Foster Hall Renovation, Planning and Construction	GOB	\$500,000	\$4,000,000					\$4,500,000
2	16	C	NSU	Athletic Fieldhouse Improvements	GOB/SG	\$4,000,000	\$5,000,000					\$9,000,000
2	17	C	SELU	Baton Rouge Nursing Center Renovations, Planning and Construction	GOB	\$780,000	\$6,000,000	\$3,305,515				\$10,085,515
2	18	N	GSU	Campus Access, Control, Planning and Construction	GOB		\$1,800,000	\$12,000,000	\$4,200,000			\$18,000,000
3	19	N	ULM	Brown Auditorium Renovation	GOB		\$900,000	\$12,100,000				\$13,000,000
3	20	C	MSU	McNeese Disaster Recovery Funding	GOB		\$10,000,000					\$10,000,000
3	21	C	GSU	Criminal Justice Building (Alma J Brown School)	GOB	\$800,000	\$4,500,000	\$4,000,000	\$2,000,000			\$11,300,000
3	22	E	UNO	Miscellaneous Roof Replacements	GOB		\$535,334	\$4,818,009				\$5,353,343
3	23	E	NiSU	Drainage Improvements & Raising Level of Streets, Planning & Construction, Campus Wide	GOB		\$7,250,000	\$7,250,000				\$14,500,000
3	24	C	ULL	Madison Hall Renovation, Planning and Construction	GOB	\$6,000,000	\$12,000,000					\$18,000,000
3	25	E	LTU	Central Steam Generator - Switch Gear	GOB	\$300,000	\$3,200,000					\$3,500,000
3	26	C/SG	SELU	Academic Athletic Training and Ancillary Athletic Facility, Renovation and Addition	GOB/SG	\$2,800,000	\$8,000,000	\$4,498,248				\$15,298,248
3	27	N	NSU	Renovation of Roy Hall	GOB		\$5,908,657	\$4,393,494				\$10,302,151
4	28	N	ULM	School of Construction Practice Lab	GOB		\$420,000	\$5,197,000				\$5,617,000

**UNIVERSITY OF LOUISIANA SYSTEM**

**FY 2023-24 thru 2027-28**

**Capital Outlay**

Campus Priority	System Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2023-24 (Year 1)	FY 2024-25 (Year 2)	FY 2025-26 (Year 3)	FY 2026-27 (Year 4)	FY 2027-28 (Year 5)	Total
4	29	E	NiSU	Guidry Stadium Structural Repairs/Waterproofing	GOB		\$4,375,960					\$4,375,960
4	30	C	ULL	Health Care Education and Training Facility and UL/LSU Health Science Education Collaboration Building, Planning and Construction	GOB,S/G	\$15,749,968	\$40,000,000	\$20,000,000				\$75,749,968
4	31	E	LTU	Roofing / Waterproofing	GOB		\$3,250,000	\$3,500,000	\$3,000,000			\$9,750,000
4	32	C	SELU	Nursing and Health Sciences Building, Planning and Construction	GOB/Surplus	\$600,000	\$31,300,000					\$31,900,000
4	33	C	UNO	Lafitte Village Renovations	GOB		\$797,114	\$5,978,354	\$1,195,670			\$7,971,138
4	34	C	MSU	McNeese Disaster Recovery Funding	S/G		\$5,000,000					\$5,000,000
4	35	N	GSU	Computer Science and Cyber Security Building	GOB		\$3,800,000	\$38,000,000				\$41,800,000
5	36	N	GSU	Enrollment Services and Student Support Services Building	S/G		\$1,500,000	\$23,000,000	\$2,000,000			\$26,500,000
5	37	E	ULM	ADA Accessibility - Campus Wide	GOB		\$700,000	\$7,000,000	\$700,000			\$8,400,000
5	38	C	NiSU	Campus Street Lighting Replacement	GOB		\$7,116,049					\$7,116,049
5	39	C	ULL	Engineering Classroom Building, Planning and Construction	GOB,S/G	\$19,233,427	\$10,000,000					\$29,233,427
5	40	C	MSU	Shearman Fine Arts Building	GOB		\$7,725,000	\$3,000,000				\$10,725,000
5	41	C	LTU	Agriculture & Forestry Wood Products	GOB	\$1,000,000	\$7,000,000	\$1,000,000				\$9,000,000
5	42	C	LTU	Agriculture & Forestry Wood Products	SG	\$500,000	\$1,500,000	\$2,500,000	\$500,000			\$5,000,000
5	43	C	UNO	Bicentennial Education Roof Replacement	GOB		\$130,687	\$1,176,184				\$1,306,871
5	44	N	SELU	Anzalone Hall Renovation	GOB/SG	\$1,000,000	\$1,972,012	\$1,599,395	\$200,000			\$4,771,407
5	45	N	NSU	Renovation of AA Fredericks Fine Art Center	GOB		\$2,404,045	\$12,316,478	\$12,316,478			\$27,037,001
6	46	N	GSU	Chemistry, Physics, Biology, and Crime Lab Building	GOB		\$2,900,000	\$22,100,000	\$4,000,000			\$29,000,000
6	47	C	NiSU	Renovation & Addition to Athletic Facility, Phase II	GOB/SG		\$4,204,500	\$0				\$4,204,500
6	48	N	ULM	Digital Library Renovation	GOB		\$634,000	\$8,315,400				\$8,949,400
6	49	C	ULL	Kinesiology, Hospitality Management, and Athletic Administration Complex, Engineering, Stabilization, Equipment, Planning and Construction	GOB,S/G		\$16,500,000					\$16,500,000
6	50	E	UNO	Engineering Bldg. 1st Floor Roof Replacement	GOB		\$170,352	\$1,533,168				\$1,703,520
6	51	C	LTU	Athletic Academic Center	GOB	\$500,000	\$6,000,000	\$1,000,000				\$7,500,000
6	52	C	LTU	Athletic Academic Center	SG	\$500,000	\$1,000,000	\$2,500,000				\$4,000,000
6	53	N	SELU	University Center Equipment Replacement and Repairs	GOB		\$2,484,600	\$2,484,600				\$4,969,200
7	54	N	ULL	Sciences Lab / Classroom Building	GOB		\$5,000,000	\$26,000,000	\$17,000,000			\$48,000,000
7	55	C	NiSU	Coastal Center Facility	GOB/SG		\$14,300,000	\$11,700,000				\$26,000,000
7	56	C	UNO	Central Utilities Plant Chiller Replacement	GOB		\$233,280	\$1,749,600	\$349,920			\$2,332,800
7	57	N	ULM	Student Union Building Renovations	GOB		\$250,000	\$2,250,000				\$2,500,000

**UNIVERSITY OF LOUISIANA SYSTEM**

**FY 2023-24 thru 2027-28**

**Capital Outlay**

Campus Priority	System Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2023-24 (Year 1)	FY 2024-25 (Year 2)	FY 2025-26 (Year 3)	FY 2026-27 (Year 4)	FY 2027-28 (Year 5)	Total
7	58	N	LTU	Carson-Taylor Hall Renovation	GOB		\$3,000,000	\$21,000,000	\$3,000,000			\$27,000,000
7	59	N	GSU	Improvements to Athletic Facilities - Eddie Robinson Stadium, Stadium Support, Track & Field Complex	GOB		\$6,000,000	\$5,050,000	\$5,000,000	\$2,500,000		\$18,550,000
8	60	E	ULM	Emergency Repairs and Replacement for Underground Electrical Distribution System	GOB		\$308,333	\$3,083,334	\$308,333			\$3,700,000
8	61	N	UNO	Liberal Arts Elevator Replacement - ADA & Life Safety	GOB		\$130,000	\$1,300,000				\$1,430,000
8	62	N	NiSU	Stopher Hall Restroom ADA Upgrade	GOB	\$133,544	\$1,516,456	\$15,750,000	\$21,100,000			\$38,500,000
8	63	E	GSU	Campus Utility Infrastructure Assessment and Emergency Repairs	GOB	\$1,000,000	\$2,921,600	\$6,500,000	\$2,500,000	\$950,000		\$13,871,600
8	64	N	LTU	Wyly Tower Replacement	GOB		\$5,500,000	\$40,500,000	\$2,000,000			\$48,000,000
8	65	N	ULL	NIRC Renovations & Animal Housing Expansion	GOB		\$1,000,000	\$9,000,000				\$10,000,000
9	66	N	NiSU	New Nursing Building, Planning & Construction	GOB		\$1,541,667	\$18,458,333				\$20,000,000
9	67	N	ULM	School of Construction Practice Lab	GOB		\$420,000	\$5,197,000				\$5,617,000
9	68	C	UNO	Bicentennial Education Center Renovations	GOB		\$714,537	\$5,359,025	\$1,071,805			\$7,145,367
9	69	E	GSU	Elevator Deficiencies	GOB		\$750,000	\$750,000	\$500,000			\$2,000,000
9	70	N	ULL	UL Lafayette Learning Lab	GOB/S/G		\$4,000,000	\$20,500,000	\$13,500,000			\$38,000,000
10	71	N	NiSU	New College of Business Building	GOB/SG		\$1,916,667	\$22,083,333				\$24,000,000
10	72	N	ULM	Walker Hall Chiller and Cooling Tower	GOB		\$1,215,200					\$1,215,200
10	73	C	UNO	Central Utilities Plant Improvements - Life Safety Upgrades & Hurricane Protection	GOB		\$401,750	\$3,013,122	\$602,624			\$4,017,496
10	74	N	GSU	Long Jones Hall - Renovation	GOB		\$3,500,000	\$13,800,000	\$5,350,000			\$22,650,000
10	75	N	ULL	Angelle Hall Renovation	GOB		\$2,000,000	\$9,000,000	\$5,900,000			\$16,900,000
11	76	N	NiSU	Fieldhouse, Planning & Construction	GOB/SG		\$790,405	\$2,794,455				\$3,584,860
11	77	C	UNO	Milneburg Hall Renovations	GOB		\$1,519,934	\$11,399,504	\$2,279,901			\$15,199,339
11	78	N	ULL	Griffin Hall	GOB		\$6,000,000	\$32,500,000	\$21,500,000			\$60,000,000
12	79	N	NiSU	Student Life Center, Planning & Construction	GOB		\$398,750	\$4,676,250				\$5,075,000
12	80	C	UNO	Fine Arts Building Renovations	GOB		\$628,151	\$4,711,130	\$942,226			\$6,281,507
12	81	E	GSU	Campus Wide Major Repairs	GOB		\$750,000	\$700,000	\$800,000			\$2,250,000
12	82	N	ULL	Declouet Hall Elevator and 3rd floor buildout	GOB		\$1,500,000					\$1,500,000
13	83	N	NiSU	Welcome Center - Alumni House, Planning & Construction	GOB		\$290,000	\$3,335,000				\$3,625,000
13	84	C	UNO	Science Building Renovations	GOB		\$2,159,558	\$16,196,687	\$3,239,337			\$21,595,582
13	85	N	GSU	McCall Dining Hall - Cooling Tower piping, MCC Panel & Underground Piping.	GOB		\$800,000					\$800,000
13	86	N	ULL	Stephens Hall Renovation	GOB		\$900,000	\$5,000,000	\$3,000,000			\$8,900,000
14	87	N	NiSU	Ellender Library Modernization, Phase I	GOB		\$688,266	\$6,627,097				\$7,315,363
14	88	E	GSU	Favrot Student Union - Underground Piping	GOB		\$700,000					\$700,000

**UNIVERSITY OF LOUISIANA SYSTEM**

**FY 2023-24 thru 2027-28**

**Capital Outlay**

Campus Priority	System Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2023-24 (Year 1)	FY 2024-25 (Year 2)	FY 2025-26 (Year 3)	FY 2026-27 (Year 4)	FY 2027-28 (Year 5)	Total
14	89	E	NSU	Elevator Upgrades	GOB		\$750,000					\$750,000
14	90	C	UNO	Biology Building Renovations	GOB		\$828,697	\$6,215,227	\$1,243,045			\$8,286,969
14	91	N	ULL	Broussard Hall Renovation	GOB		\$600,000	\$3,000,000	\$2,120,000			\$5,720,000
15	92	N	NSU	NSU Freidman Union Alley	GOB		\$450,000	\$450,000				\$900,000
15	93	C	UNO	Geology & Psychology Building Renovations	GOB		\$1,546,096	\$11,595,717	\$2,319,143			\$15,460,956
15	94	N	ULL	Billeaud Hall Renovation	GOB		\$2,300,000	\$12,500,000	\$8,120,000			\$22,920,000
16	95	E	GSU	Favrot Student Union - Underground Piping	GOB		\$700,000					\$700,000
16	96	N	ULL	Montgomery Hall Renovation	GOB		\$2,500,000	\$12,000,000	\$7,500,000			\$22,000,000
17	97	N	NiSU	Gouaux Hall Demolition, Replacement, Planning & Construction	GOB		\$3,150,000	\$15,750,000	\$21,100,000			\$40,000,000
17	98	N	GSU	Abatement and Demolition of Various Buildings	GOB, S/G		\$522,000					\$522,000
17	99	N	ULL	Research Infrastructure Enhancements	GOB		\$2,000,000	\$11,000,000	\$7,000,000			\$20,000,000
18	100	N	NiSU	Softball Fieldhouse, Planning & Construction			\$196,250	\$2,303,750				\$2,500,000
18	101	C	UNO	Liberal Arts Building Renovation	GOB		\$1,582,539	\$11,869,042	\$2,373,808			\$15,825,389
18	102	N	GSU	McCall Dining Hall - Cooling Tower Piping, MCC Panel & Underground Piping.	GOB		\$800,000	\$500,000				\$1,300,000
18	103	N	ULL	Abdalla Hall Renovations	GOB		\$500,000	\$3,000,000	\$1,500,000			\$5,000,000
19	104	N	NiSU	Conference Center	GOB		\$1,727,917	\$20,022,083				\$21,750,000
19	105	N	ULL	Coastal & Waterway Research Institute	GOB		\$500,000	\$3,000,000	\$1,500,000			\$5,000,000
20	106	N	NiSU	New Residence Hall Building, Planning & Construction	GOB		\$2,122,800	\$24,365,800				\$26,488,600
20	107	N	ULL	Student Entrepreneurship & Innovation Hub	GOB		\$800,000	\$4,500,000	\$2,700,000			\$8,000,000
21	108	N	NiSU	Peltier Hall Air Handlers Replacement	GOB		\$5,236,980					\$5,236,980
21	109	C	UNO	Property Control Bldg. Renovation	GOB		\$396,815	\$2,976,110	\$595,222			\$3,968,147
21	110	N	ULL	Blackham Renovations	GOB		\$3,000,000	\$16,000,000	\$11,000,000			\$30,000,000
22	111	N	NiSU	Air Handlers Replacement, Planning & Construction, Multi-Building	GOB		\$3,831,163	\$3,831,163				\$7,662,326
23	112	N	NiSU	Chiller/Cooling Tower Replacement, Campus Main Chilled Water System	GOB		\$615,356	\$6,768,919				\$7,384,275
24	113	N	NiSU	Information Technology Center Renovation, Planning & Construction	GOB		\$495,259	\$6,671,347				\$7,166,606
25	114	N	NiSU	College of Education (Polk Hall) Renovation, Planning & Construction	GOB		\$694,185	\$6,037,328				\$6,731,513
26	115	N	NiSU	Electrical Upgrade Phase III	GOB		\$2,713,348					\$2,713,348
27	116	N	NiSU	Operations and Maintenance Building, Planning & Construction	GOB		\$1,700,369	\$4,299,631				\$6,000,000
28	117	N	UNO	Mechanical AHU Upgrades - Misc. Bldgs.	GOB		\$1,117,000	\$10,053,000				\$11,170,000
29	118	N	UNO	ADA Sidewalk Upgrades	GOB		\$13,000	\$1,287,000				\$1,300,000

**UNIVERSITY OF LOUISIANA SYSTEM**

**FY 2023-24 thru 2027-28**

**Capital Outlay**

Campus Priority	System Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2023-24 (Year 1)	FY 2024-25 (Year 2)	FY 2025-26 (Year 3)	FY 2026-27 (Year 4)	FY 2027-28 (Year 5)	Total
30	119	N	UNO	Repairs to Campus Roads & Parking Lots	GOB		\$42,500	\$3,217,500				\$3,260,000
31	120	N	UNO	Add Security Call Stations - Campus Wide	GOB		\$300,000					\$300,000
33	121	N	UNO	New Chillers - East Central Plant	GOB		\$171,200	\$1,540,800				\$1,712,000
34	122	N	UNO	New Boiler Roof Encasement & Boiler at Pontchartrain Hall	GOB		\$450,000					\$450,000
39	123	N	UNO	Emergency Power Generator Whole Building - Computer Center	GOB		\$178,423	\$178,423	\$1,924,813			\$2,281,659
40	124	N	UNO	Emergency Power Generator Whole Building - University Center	GOB/SG		\$117,440	\$1,056,956				\$1,174,396
		L	LTU	Property Acquisitions	GOB		\$1,000,000	\$1,000,000				\$2,000,000
		L	SLU	Property Acquisitions	GOB		\$3,000,000	\$3,000,000				\$6,000,000
		L	ULL	Property Acquisitions	GOB		\$2,000,000	\$2,500,000	\$5,500,000			\$10,000,000
		L	ULM	Property Acquisitions	GOB		\$1,000,000					\$1,000,000
<b>Total</b>						<b>\$109,282,515</b>	<b>\$473,249,109</b>	<b>\$827,635,423</b>	<b>\$239,668,992</b>	<b>\$3,450,000</b>		<b>\$1,653,286,039</b>

E = Emergency Project  
 C = Continuing Project  
 N = New Project  
 L = Land Acquisition

GOB = Government Obligation Bonds  
 S/G = Self-Generated Funds

**Grambling State University  
Five Year Capital Outlay Plan  
FY 2023-24 thru 2027-28**

Campus Priority	Project Type (E, C, N, SG)	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2023-24 (Year 1)	FY 2024-25 (Year 2)	FY 2025-26 (Year 3)	FY 2026-27 (Year 4)	FY 2027-28 (Year 5)	Total
1	E	Reroof various buildings - Campus Wide	GOB		\$2,500,000	\$2,500,000	\$1,700,000			\$6,700,000
2	N	Campus Access, Control, Planning and Construction	GOB		\$1,800,000	\$12,000,000	\$4,200,000			\$18,000,000
3	C	Criminal Justice Building (Alma J Brown School)	GOB	\$800,000	\$4,500,000	\$4,000,000	\$2,000,000			\$11,300,000
4	N	Computer Science and Cyber Security Building	GOB		\$3,800,000	\$38,000,000				\$41,800,000
5	N	Enrollment Services and Student Support Services Building	S/G		\$1,500,000	\$23,000,000	\$2,000,000			\$26,500,000
6	N	Chemistry, Physics, Biology, and Crime Lab Building	GOB		\$2,900,000	\$22,100,000	\$4,000,000			\$29,000,000
7	N	Improvements to Athletic Facilities - Eddie Robinson Stadium, Stadium Support, Track & Field Complex	GOB		\$6,000,000	\$5,050,000	\$5,000,000	\$2,500,000		\$18,550,000
8	E	Campus Utility Infrastructure Assessment and Emergency Repairs	GOB	\$1,000,000	\$2,921,600	\$6,500,000	\$2,500,000	\$950,000		\$13,871,600
9	E	Elevator Deficiencies	GOB		\$750,000	\$750,000	\$500,000			\$2,000,000
10	N	Long Jones Hall - Renovation	GOB		\$3,500,000	\$13,800,000	\$5,350,000			\$22,650,000
11	N	T H Harris - Renovation	GOB			\$6,500,000	\$6,000,000	\$3,000,000		\$15,500,000
12	E	Campus Wide Major Repairs	GOB		\$750,000	\$700,000	\$800,000			\$2,250,000
13	E	West Campus - Roofing Various buildings	GOB			\$400,000	\$350,000			\$750,000
14	N	Men's Gym - Renovations	GOB			\$4,650,000	\$3,500,000			\$8,150,000
15	N	Comprehensive ADA - Remediation	GOB			\$2,000,000	\$3,600,000	\$2,700,000	\$2,200,000	\$10,500,000
16	E	Favrot Student Union - Underground Piping	GOB		\$700,000					\$700,000
17	N	Abatement and demolition of various buildings	GOB, S/G		\$522,000					\$522,000
18	N	McCall Dining Hall - Cooling Tower piping, MCC Panel & Underground Piping.	GOB		\$800,000	\$500,000				\$1,300,000
<b>Total</b>				<b>\$1,800,000</b>	<b>\$32,943,600</b>	<b>\$142,450,000</b>	<b>\$41,500,000</b>	<b>\$9,150,000</b>	<b>\$2,200,000</b>	<b>\$230,043,600</b>

**Louisiana Tech University  
Five Year Capital Outlay Plan  
FY 2023-24 thru 2027-28**

<b>Campus Priority</b>	<b>Project Type (E, C, N, SG)</b>	<b>Project Request Title</b>	<b>Funding Source (GOB, Rev Bond, S/G)</b>	<b>Previous Funding</b>	<b>FY 2023-24 (Year 1)</b>	<b>FY 2024-25 (Year 2)</b>	<b>FY 2025-26 (Year 3)</b>	<b>FY 2026-27 (Year 4)</b>	<b>FY 2027-28 (Year 5)</b>	<b>Total</b>
1	C	Madison Hall Renovation - Speech & Audiology	GOB	\$2,000,000	\$33,000,000	\$3,000,000				\$38,000,000
2	E	Comprehensive ADA - Remediation	GOB	\$500,000	\$2,500,000	\$5,000,000	\$2,500,000			\$10,500,000
3	E	Central Steam Generator - Switch Gear	GOB	\$300,000	\$3,200,000					\$3,500,000
4	E	Roofing / Waterproofing	GOB		\$3,250,000	\$3,500,000	\$3,000,000			\$9,750,000
5	C	Agriculture & Forestry Wood Products	GOB	\$1,000,000	\$7,000,000	\$1,000,000				\$9,000,000
5	C	Agriculture & Forestry Wood Products	SG	\$500,000	\$1,500,000	\$2,500,000	\$500,000			\$5,000,000
6	C	Athletic Academic Center	GOB	\$500,000	\$6,000,000	\$1,000,000				\$7,500,000
6	C	Athletic Academic Center	SG	\$500,000	\$1,000,000	\$2,500,000				\$4,000,000
7	N	Carson-Taylor Hall Renovation	GOB		\$3,000,000	\$21,000,000	\$3,000,000			\$27,000,000
8	N	Wyly Tower Replacement	GOB		\$5,500,000	\$40,500,000	\$2,000,000			\$48,000,000
9	N	Street and Drainage Repair	GOB			\$2,500,000	\$2,500,000	\$1,000,000		\$6,000,000
10	N	Applied and Natural Sciences Building	GOB			\$3,000,000	\$20,400,000	\$3,000,000		\$26,400,000
11	N	Woodard Hall Renovation	GOB				\$2,000,000	\$18,000,000	\$2,000,000	\$22,000,000
12	N	Nethken Hall Renovation	GOB				\$1,500,000	\$12,000,000	\$2,000,000	\$15,500,000
13	N	Band Building	GOB					\$1,500,000	\$9,000,000	\$10,500,000
14	N	Howard Renovation	GOB						\$17,000,000	\$17,000,000
15	N	Utility System Improvements	GOB						\$10,000,000	\$10,000,000
16	N	Land Acquisition	GOB		\$1,000,000	\$1,000,000				\$2,000,000
			<b>Total</b>	<b>\$5,300,000</b>	<b>\$66,950,000</b>	<b>\$86,500,000</b>	<b>\$37,400,000</b>	<b>\$35,500,000</b>	<b>\$40,000,000</b>	<b>\$271,650,000</b>

**McNeese State University  
Five Year Capital Outlay Plan  
FY 2023-24 thru 2027-28**

Campus Priority	Project Type (E, C, N, SG)	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2023-24 (Year 1)	FY 2024-25 (Year 2)	FY 2025-26 (Year 3)	FY 2026-27 (Year 4)	FY 2027-28 (Year 5)	Total
1	E	Burton Business Center Exterior Mitigation	GOB		\$8,400,000					\$8,400,000
2	C	Contraband Bayou Erosion Retaining Wall - Phase II	GOB	\$7,516,997	\$4,000,000					\$11,516,997
3	C	McNeese Disaster Recovery Funding	GOB		\$10,000,000					\$10,000,000
4	C	McNeese Disaster Recovery Funding	S/G		\$5,000,000					\$5,000,000
5	C	Shearman Fine Arts Building	GOB		\$7,725,000	\$3,000,000				\$10,725,000
6	N	Cowboy Stadium Repairs and Code Upgrade	GOB			\$4,500,000	\$4,000,000			\$8,500,000
7	N	Burton Business Center Interior Renovation	GOB			\$4,650,000	\$5,500,000			\$10,150,000
8	N	Agriculture Building at Farm	GOB			\$6,150,000	\$8,000,000	\$3,000,000		\$17,150,000
9	N	Gayle Hall Renovations	GOB			\$4,546,463	\$3,011,088	\$2,000,000		\$9,557,551
10	N	Drew Hall & ETL Renovation	GOB			\$2,754,837	\$6,303,212			\$9,058,049
11	N	Kirkman Hall Renovation	GOB				\$834,150	\$9,175,650		\$10,009,800
12	N	Renovations to Classrooms & Labs Campus-wide	GOB				\$1,600,000	\$4,600,000		\$6,200,000
13	N	All-Purpose Covered Training Facility	GOB				\$3,000,000	\$4,000,000	\$5,000,000	\$12,000,000
14	N	Holbrook Student Union Abatement and Demolition	GOB					\$2,000,000		\$2,000,000
15	N	Parking Garage 4th Level Addition	GOB					\$1,500,000	\$3,500,000	\$5,000,000
16	N	Repairs to Streets and Drainage Campus-wide	GOB					\$1,290,000	\$3,190,000	\$4,480,000
17	L	Land Acquisitions	GOB					\$2,152,500	\$1,575,000	\$3,727,500
			<b>Total</b>	<b>\$7,516,997</b>	<b>\$35,125,000</b>	<b>\$25,601,300</b>	<b>\$32,248,450</b>	<b>\$29,718,150</b>	<b>\$13,265,000</b>	<b>\$143,474,897</b>

**Nicholls State University Five  
Year Capital Outlay Plan FY  
2023-24 thru 2027-28**

Campus Priority	Project Type (E, C, N, SG)	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2023-24 (Year 1)	FY 2024-25 (Year 2)	FY 2025-26 (Year 3)	FY 2026-27 (Year 4)	FY 2027-28 (Year 5)	Total
1	E	ADA Upgrades, Multi-Building	GOB		\$7,050,803	\$7,050,803				\$14,101,606
2	E	Fire Alarm Integration, Multi-Building	GOB		\$3,056,464	\$0				\$3,056,464
3	E	Drainage Improvements & Raising Level of Streets, Planning & Construction, Campus Wide	GOB		\$7,250,000	\$7,250,000				\$14,500,000
4	E	Guidry Stadium Structural Repairs/Waterproofing	GOB		\$4,375,960	\$0				\$4,375,960
5	E	Campus Street Lighting Replacement	GOB		\$7,116,049	\$0				\$7,116,049
6	C	Renovation & Addition to Athletic Facility, Phase II	GOB, S/G		\$4,204,500	\$0				\$4,204,500
7	C	Coastal Center Facility	GOB, S/G		\$14,300,000	\$11,700,000				\$26,000,000
8	C	Stopher Hall Restroom ADA Upgrade	GOB	\$133,544	\$1,516,456					\$1,650,000
9	N	New Nursing Building, Planning & Construction	GOB		\$1,541,667	\$18,458,333				\$20,000,000
10	N	New College of Business Building	GOB, S/G		\$1,916,667	\$22,083,333				\$24,000,000
11	N	Fieldhouse, Planning & Construction	GOB/SG		\$790,405	\$2,794,455				\$3,584,860
12	N	Student Life Center, Planning & Construction	GOB		\$398,750	\$4,676,250				\$5,075,000
13	N	Welcome Center - Alumni House, Planning & Construction	GOB		\$290,000	\$3,335,000				\$3,625,000
14	N	Ellender Library Modernization, Phase I	GOB		\$688,266	\$6,627,097				\$7,315,363
15	N	Ellender Library Modernization, Phase II	GOB			\$571,903	\$6,627,097			\$7,199,000
16	N	Ellender Library Modernization, Phase III	GOB				\$738,868	\$8,458,482		\$9,197,350
17	N	Gouaux Hall Demolition, Replacement, Planning & Construction	GOB		\$3,150,000	\$15,750,000	\$21,100,000			\$40,000,000
18	N	Softball Fieldhouse, Planning & Construction	GOB		\$196,250	\$2,303,750				\$2,500,000
19	N	Conference Center	GOB		\$1,727,917	\$20,022,083				\$21,750,000
20	N	New Residence Hall Building, Planning & Construction	GOB		\$2,122,800	\$24,365,800				\$26,488,600
21	N	Peltier Hall Air Handlers Replacement	GOB		\$5,236,980					\$5,236,980
22	N	Air Handlers Replacement, Planning & Construction, Multi-Building	GOB		\$3,831,163	\$3,831,163				\$7,662,326
23	N	Chiller/Cooling Tower Replacement, Campus Main Chilled Water System	GOB		\$615,356	\$6,768,919				\$7,384,275
24	N	Information Technology Center Renovation, Planning & Construction	GOB		\$495,259	\$6,671,347				\$7,166,606
25	N	College of Education (Polk Hall) Renovation, Planning & Construction	GOB		\$694,185	\$6,037,328				\$6,731,513
26	N	Electrical Upgrade Phase III	GOB		\$2,713,348					\$2,713,348
27	N	Operations and Maintenance Building, Planning & Construction	GOB		\$1,700,369	\$4,299,631				\$6,000,000
<b>Total</b>				<b>\$133,544</b>	<b>\$76,979,614</b>	<b>\$174,597,195</b>	<b>\$28,465,965</b>	<b>\$8,458,482</b>		<b>\$288,634,800</b>

**Northwestern State University  
Five Year Capital Outlay Plan  
FY 2023-24 thru 2027-28**

<b>Campus Priority</b>	<b>Project Type (E, C, N, SG)</b>	<b>Project Request Title</b>	<b>Funding Source (GOB, Rev Bond, S/G)</b>	<b>Previous Funding</b>	<b>FY 2023-24 (Year 1)</b>	<b>FY 2024-25 (Year 2)</b>	<b>FY 2025-26 (Year 3)</b>	<b>FY 2026-27 (Year 4)</b>	<b>FY 2027-28 (Year 5)</b>	<b>Total</b>
1	C	Kyser Hall Replacement	GOB	\$10,645,850	\$29,195,000					\$39,840,850
2	C	Athletic Fieldhouse Improvements	GOB/SG	\$4,000,000	\$5,000,000					\$9,000,000
3	N	Renovation of Roy Hall	GOB		\$5,908,657	\$4,393,494				\$10,302,151
4	N	Renovation of Warrington Nursing Building	GOB			\$7,145,797	\$6,203,046			\$13,348,843
5	N	Renovation of AA Fredericks Fine Art Center	GOB		\$2,404,045	\$12,316,478	\$12,316,478			\$27,037,001
6	N	Renovation of Watson Library	GOB			\$2,463,967	\$13,679,220	\$13,679,220		\$29,822,407
7	C	ADA Compliance - All Campuses	GOB			\$1,134,540	\$12,531,510			\$13,666,050
8	N	Replacement of Leesville Ed. Center Bldg. Roof	GOB				\$448,514			\$448,514
9	N	Renovation of Teacher Ed/HH&P Academic	GOB				\$4,849,933	\$19,840,275	\$19,840,275	\$44,530,483
10	N	Renovation of Bienvenu/Fournet Academic Science	GOB				\$3,070,354	\$12,560,515	\$12,560,515	\$28,191,384
11	C	Public Safety/Streets/Parking Upgrades	GOB				\$1,586,640	\$7,933,200	\$7,933,200	\$17,453,040
12	C	South Jefferson Extension	GOB	\$59,000				\$4,281,016		\$4,340,016
13	C	Multi-Purpose Center	GOB	\$72,000			\$4,687,515	\$19,176,731	\$19,176,731	\$43,112,977
14	E	Elevator Upgrades	GOB		\$750,000					\$750,000
15	N	NSU Freidman Union Alley	GOB		\$450,000	\$450,000				\$900,000
			<b>Total</b>	<b>\$14,776,850</b>	<b>\$43,707,702</b>	<b>\$27,904,276</b>	<b>\$59,373,210</b>	<b>\$77,470,957</b>	<b>\$59,510,721</b>	<b>\$282,743,716</b>

**Southeastern Louisiana University  
Five Year Capital Outlay Plan  
FY 2023-24 thru 2027-28**

Campus Priority	Project Type (E, C, N, SG)	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2023-24 (Year 1)	FY 2024-25 (Year 2)	FY 2024-25 (Year 3)	FY 2026-27 (Year 4)	FY 2027-28 (Year 5)	Total
1	C / SG	D Vickers Hall Renovation and Addition, Planning and Construction	GOB/SG	\$23,000,000	\$9,100,000					\$32,100,000
2	C	Baton Rouge Nursing Center Renovations, Planning and Construction	GOB	\$780,000	\$6,000,000	\$3,305,515				\$10,085,515
3	C / SG	Academic Athletic Training and Ancillary Athletic Facility, Renovation and Addition	GOB/SG	\$2,800,000	\$8,000,000	\$4,498,248				\$15,298,248
4	C	Nursing and Health Sciences Building, Planning and Construction	GOB/Surplus	\$600,000	\$31,300,000					\$31,900,000
5	N	Anzalone Hall Renovation	GOB/SG	\$1,000,000	\$1,972,012	\$1,599,395	\$200,000			\$4,771,407
6	N	University Center Equipment Replacement and Repairs	GOB		\$2,484,600	\$2,484,600				\$4,969,200
7	N	Land Acquisition	GOB		\$3,000,000	\$3,000,000				\$6,000,000
8	N	Academic and Laboratory Facility, Planning, Construction, and Equipment	GOB			\$2,602,883	\$14,315,856	\$14,315,857	\$1,500,000	\$32,734,596
9	N	North Campus Main/Student Service Center Renovation & Addition and Space Utilization/Partnership	GOB			\$1,883,100	\$10,357,050	\$10,357,050	\$600,000	\$23,197,200
10	N	White Hall & Mims Hall Renovation, Planning, Construction and Equipment	GOB				\$1,223,740	\$6,730,570	\$6,730,570	\$14,684,880
11	N	Information Commons at Sims Library, Planning, Construction, and Equipment	GOB				\$1,438,563	\$7,912,098	\$7,912,098	\$17,262,759
12	N	McGehee Hall Renovation, Planning, Construction, and Equipment	GOB					\$455,000	\$2,502,500	\$2,957,500
13	N	Utility Infrastructure	GOB					\$2,000,000	\$12,000,000	\$14,000,000
14	N	General Academic Building Planning, Construction and Equipment	GOB						\$2,915,788	\$2,915,788
15	N	Renovation for the Department of Fine and Performing Arts, Renovation, Planning, Construction, and Equipment	GOB						\$662,674	\$662,674
		<b>Total</b>		<b>\$28,180,000</b>	<b>\$61,856,612</b>	<b>\$19,373,741</b>	<b>\$27,535,209</b>	<b>\$41,770,575</b>	<b>\$34,823,630</b>	<b>\$213,539,767</b>

**University of Louisiana at Lafayette  
Five Year Capital Outlay Plan  
FY 2023-24 thru 2027-28**

Campus Priority	Project Type (E, C, N, SG)	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2023-24 (Year 1)	FY 2024-25 (Year 2)	FY 2025-26 (Year 3)	FY 2026-27 (Year 4)	FY 2027-28 (Year 5)	Total
1	C	Declouet Hall Renovation, Planning and Construction	GOB	\$500,000	\$4,500,000					\$5,000,000
2	C	Foster Hall Renovation, Planning and Construction	GOB	\$500,000	\$4,000,000					\$4,500,000
3	C	Madison Hall Renovation, Planning and Construction	GOB	\$6,000,000	\$12,000,000					\$18,000,000
4	C	Health Care Education and Training Facility and UL/LSU Health Science Education Collaboration Building, Planning and Construction	GOB,S/G	\$15,749,968	\$40,000,000	\$20,000,000				\$75,749,968
5	C	Engineering Classroom Building, Planning and Construction	GOB,S/G	\$19,233,427	\$10,000,000					\$29,233,427
6	C	Kinesiology, Hospitality Management, and Athletic Administration Complex, Engineering, Stabilization, Equipment, Planning and Construction	GOB,S/G		\$16,500,000					\$16,500,000
7	N	Sciences Lab / Classroom Building	GOB		\$5,000,000	\$26,000,000	\$17,000,000			\$48,000,000
8	N	NIRC Renovations & Animal Housing Expansion	GOB		\$1,000,000	\$9,000,000				\$10,000,000
9	N	UL Lafayette Learning Lab	GOB,S/G		\$4,000,000	\$20,500,000	\$13,500,000			\$38,000,000
10	N	Angelle Hall Renovation	GOB		\$2,000,000	\$9,000,000	\$5,900,000			\$16,900,000
11	N	Griffin Hall	GOB		\$6,000,000	\$32,500,000	\$21,500,000			\$60,000,000
12	N	Declouet Hall Elevator and 3rd floor buildout	GOB		\$1,500,000					\$1,500,000
13	N	Stephens Hall Renovation	GOB		\$900,000	\$5,000,000	\$3,000,000			\$8,900,000
14	N	Broussard Hall Renovation	GOB		\$600,000	\$3,000,000	\$2,120,000			\$5,720,000
15	N	Billeaud Hall Renovation	GOB		\$2,300,000	\$12,500,000	\$8,120,000			\$22,920,000
16	N	Montgomery Hall Renovation	GOB		\$2,500,000	\$12,000,000	\$7,500,000			\$22,000,000
17	N	Research Infrastructure Enhancements	GOB		\$2,000,000	\$11,000,000	\$7,000,000			\$20,000,000
18	N	Abdalla Hall Renovations	GOB		\$500,000	\$3,000,000	\$1,500,000			\$5,000,000
19	N	Coastal & Waterway Research Institute	GOB		\$500,000	\$3,000,000	\$1,500,000			\$5,000,000
20	N	Student Entrepreneurship & Innovation Hub	GOB		\$800,000	\$4,500,000	\$2,700,000			\$8,000,000
21	N	Blackham Renovations	GOB		\$3,000,000	\$16,000,000	\$11,000,000			\$30,000,000
22	N	Land Acquisitions	GOB		\$2,000,000	\$2,500,000	\$5,500,000			\$10,000,000
<b>Total</b>				<b>\$41,983,395</b>	<b>\$121,600,000</b>	<b>\$189,500,000</b>	<b>\$107,840,000</b>			<b>\$460,923,395</b>

**University of Louisiana Monroe  
Five Year Capital Outlay Plan FY  
2023-24 thru 2027-28**

<b>Campus Priority</b>	<b>Project Type (E, C, N, SG)</b>	<b>Project Request Title</b>	<b>Funding Source (GOB, Rev Bond, S/G)</b>	<b>Previous Funding</b>	<b>FY 2023-24 (Year 1)</b>	<b>FY 2024-25 (Year 2)</b>	<b>FY 2025-26 (Year 3)</b>	<b>FY 2026-27 (Year 4)</b>	<b>FY 2027-28 (Year 5)</b>	<b>Total</b>
1	C	Health Sciences Campus Renovations - Sugar Hall & Caldwell Hall	GOB	\$9,722,729	\$6,600,000					\$16,322,729
2	N	Human Development and Well-Being Multi-Purpose Center	GOB		\$4,000,000	\$36,133,333	\$18,066,667			\$58,200,000
3	N	Brown Auditorium Renovation	GOB		\$900,000	\$12,100,000				\$13,000,000
4	N	School of Construction Practice Lab	GOB		\$420,000	\$5,197,000				\$5,617,000
5	E	ADA Accessibility - Campus Wide	GOB		\$700,000	\$7,000,000	\$700,000			\$8,400,000
6	N	Digital Library Renovation	GOB		\$634,000	\$8,315,400				\$8,949,400
7	N	Student Union Building Renovations	GOB		\$250,000	\$2,250,000				\$2,500,000
8	E	Emergency Repairs and Replacement for Underground Electrical Distribution System	GOB		\$308,333	\$3,083,334	\$308,333			\$3,700,000
9	L	LandAcquisition	GOB		\$1,000,000					\$1,000,000
			<b>Total</b>	<b>\$9,722,729</b>	<b>\$14,812,333</b>	<b>\$74,079,067</b>	<b>\$19,075,000</b>			<b>\$117,689,129</b>

University of New Orleans  
Five Year Capital Outlay Plan  
FY 2023-24 thru 2027-28

Campus Priority	Project Type (E, C, N, SG)	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2023-24 (Year 1)	FY 2024-25 (Year 2)	FY 2025-26 (Year 3)	FY 2026-27 (Year 4)	FY 2027-28 (Year 5)	Total
1	N	Hotel, Restaurant, & Tourism Program Relocation Buildout to North Central Plant Bldg. - Phase I	S/G & GOB		\$642,157	\$5,779,416				\$6,421,573
2	N	New Track & Field Stadium Planning & Construction	S/G & GOB		\$1,332,484	\$11,132,360	\$850,000			\$13,314,844
3	E	Miscellaneous Roof Replacements	GOB		\$535,334	\$4,818,009				\$5,353,343
4	C	Lafitte Village Renovations	GOB		\$797,114	\$5,978,354	\$1,195,670			\$7,971,138
5	C	Bicentennial Education Roof Replacement	GOB		\$130,687	\$1,176,184				\$1,306,871
6	E	Engineering Bldg. 1st Floor Roof Replacement	GOB		\$170,352	\$1,533,168				\$1,703,520
7	C	Central Utilities Plant Chiller Replacement	GOB		\$233,280	\$1,749,600	\$349,920			\$2,332,800
8	N	Liberal Arts Elevator Replacement - ADA & Life Safety	GOB		\$130,000	\$1,300,000				\$1,430,000
9	C	Bicentennial Education Center Renovations	GOB		\$714,537	\$5,359,025	\$1,071,805			\$7,145,367
10	C	Central Utilities Plant Improvements - Life Safety Upgrades & Hurricane Protection	GOB		\$401,750	\$3,013,122	\$602,624			\$4,017,496
11	C	Milneburg Hall Renovations	GOB		\$1,519,934	\$11,399,504	\$2,279,901			\$15,199,339
12	C	Fine Arts Building Renovations	GOB		\$628,151	\$4,711,130	\$942,226			\$6,281,507
13	C	Science Building Renovations	GOB		\$2,159,558	\$16,196,687	\$3,239,337			\$21,595,582
14	C	Biology Building Renovations	GOB		\$828,697	\$6,215,227	\$1,243,045			\$8,286,969
15	C	Geology & Psychology Building Renovations	GOB		\$1,546,096	\$11,595,717	\$2,319,143			\$15,460,956
16	C	Electrical, Communications, and Fire Alarm Systems Upgrade Campus Wide	GOB			\$663,136	\$4,973,518	\$994,704		\$6,631,358
17	C	University Center Renovations	GOB			\$651,861	\$4,888,956	\$977,791		\$6,518,608
18	C	Liberal Arts Building Renovation	GOB		\$1,582,539	\$11,869,042	\$2,373,808			\$15,825,389
19	C	Administration Building Renovations	GOB				\$263,563	\$1,976,723	\$395,345	\$2,635,631
20	C	Administration Annex Building Renovations	GOB				\$233,857	\$1,753,931	\$350,786	\$2,338,574
21	C	Property Control Bldg. Renovation	GOB		\$396,815	\$2,976,110	\$595,222			\$3,968,147
22	N	Performing Arts Center Renovations	GOB					\$1,613,920	\$14,525,280	\$16,139,200
23	N	Human Performance Center 2nd Floor & Restroom Renovations & Mechanical Upgrades	GOB			\$219,500	\$1,975,500			\$2,195,000
24	N	New Tennis Center Complex	SG					\$200,000	\$18,000,000	\$18,200,000
25	N	Maestri Field Athletic Office Addition & Renovations	GOB			\$206,702	\$1,860,323			\$2,067,025
26	N	New STEM & Health Science Complex	GOB					\$4,000,000	\$60,000,000	\$64,000,000
27	N	Math Building Renovations	GOB				\$144,540	\$10,300,860		\$10,445,400
28	N	Mechanical AHU Upgrades - Misc. Bldgs.	GOB		\$1,117,000	\$10,053,000				\$11,170,000
29	N	ADA Sidewalk Upgrades	GOB		\$13,000	\$1,287,000				\$1,300,000
30	N	Repairs to Campus Roads & Parking Lots	GOB		\$42,500	\$3,217,500				\$3,260,000
31	N	Add Security Call Stations - Campus Wide	GOB		\$300,000					\$300,000
32	N	Hotel, Restaurant, & Tourism Program Relocation Buildout - Phase II	GOB					\$1,181,300	\$10,631,700	\$11,813,000
33	N	New Chillers - East Central Plant	GOB		\$171,200	\$1,540,800				\$1,712,000
34	N	New Boiler Roof Encasement & Boiler at Pontchartrain Hall	GOB		\$450,000					\$450,000
35	N	Lakefront Arena - Bldg. Upgrades	GOB						\$25,000,000	\$25,000,000
36	N	Chemical Science Bldg. Finish Upgrades	GOB			\$1,370,300	\$12,333,700			\$13,704,000
37	N	Rec Center - Locker Room Renovations	GOB			\$400,000	\$3,600,000			\$4,000,000
38	N	Emergency Power Generator for Complex - Lafitte Village Bldgs.	GOB			\$118,973	\$1,154,888			\$1,273,861
39	N	Emergency Power Generator Whole Building - Computer Center	GOB		\$178,423	\$178,423	\$1,924,813			\$2,281,659
40	N	Emergency Power Generator Whole Building - University Center	S/G & GOB		\$117,440	\$1,056,956				\$1,174,396
41	N	Pontchartrain Hall - South & North - Finish Upgrades	GOB				\$5,000,000			\$5,000,000
		<b>Total</b>			<b>\$16,139,048</b>	<b>\$127,766,806</b>	<b>\$55,416,359</b>	<b>\$22,999,229</b>	<b>\$128,903,111</b>	<b>\$351,224,553</b>

Approved by the Board of Supervisors for the University of Louisiana System on 8/25/22

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

**FACILITIES PLANNING COMMITTEE**

**August 25, 2022**

**Item G.14.** University of Louisiana System's request for approval of the Fiscal Year 2023-24 Capital Outlay Budget Request and Institutions' Five-Year Capital Outlay Plans.

**EXECUTIVE SUMMARY**

UL System requests approval of the Fiscal Year 2023-24 Capital Outlay Budget Request and Institutions' Five-Year Plans for FY 2023-24 through FY 2027-28.

The Capital Outlay Budget Request contains a prioritized list of System and Campus projects noting four categories: Emergency, Self-Generated Revenue, Continuing, and New.

Once approved by the Board, the Capital Outlay Budget Request for FY 2023-24 will be forwarded to the Board of Regents for approval and submittal to the Division of Administration (Facility Planning and Control) for consideration in next year's state capital outlay budget.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the Fiscal Year 2023-24 Capital Outlay Budget Request and Institutions' Five-Year Capital Outlay Plans.*

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

**FINANCE COMMITTEE**

**August 25, 2022**

**Item H.5.**     **University of New Orleans’** request for approval to amend its food service lease agreement with Compass Group USA, Inc. “Chartwells.”

**EXECUTIVE SUMMARY**

On July 1, 2019, UNO entered into a 10-year lease agreement with Chartwells for Chartwells to provide meal services for the University. The terms of the agreement require Chartwells to make lease payments to UNO, reimburse UNO for utility costs, and provide funding for facility improvements, equipment maintenance, meal scholarships, internships, catering, and other financial consideration in exchange for the University providing the 10-year facility lease to Chartwells.

UNO now requests approval to amend the original agreement. The amendment would extend the original agreement by five years and, in exchange, Chartwells would expend \$1.5 million in additional facility improvements. The financial consideration of the original agreement would continue through the five-year extended period. The amendment effective date would be September 1, 2022, and the extended agreement would expire on June 30, 2034.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans’ request to amend its agreement with Compass Group, USA, Inc. to extend its original agreement by five years through June 30, 2034.*

***BE IT FURTHER RESOLVED,** that the President of University of New Orleans is hereby authorized to execute the amendment described herein and any and all documents necessary.*

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

**FINANCE COMMITTEE**

**August 25, 2022**

- Item H.6.**     **University of New Orleans'** request to formally authorize the System President to initiate the approval process of the necessary documents to allow the University to opt-in the Cooperative Endeavor Agreement between the State of Louisiana and Louisiana Energy Partners.

**EXECUTIVE SUMMARY**

The University of New Orleans needs to upgrade its energy management infrastructure. The University, with the assistance of its financial advisor Sisung Securities, along with technical and legal advisors, has developed a strategy that will provide the University with a more energy efficient infrastructure and without increasing the University's annual overall cost. This strategy would include a public-private partnership with Louisiana Energy Partners (LAEP), a joint venture created by Bernhard LLC and Johnson Controls, Inc., corporations with extensive experience in energy management. This initiative would require the University to opt-in to an existing Cooperative Endeavor Agreement between the State and LAEP, which was competitively procured by the State of Louisiana. The Cooperative Endeavor Agreement was reviewed by the Division of Administration, Attorney General, JLCB, Legislative Auditor, and other State Offices.

The recommendation today is that the Board formally authorize the System President to initiate the approval process through the Division of Administration and the Joint Legislative Committee on the Budget. Final approval of the transaction will be recommended to the Board at the October meeting and no obligation will be incurred until final approval.

Details of the initiative are provided by the below outline:

- a. Louisiana Energy Partners (LAEP):
  - i. LAEP is a joint venture between Bernhard LLC and Johnson Controls, Inc.
  - ii. LAEP proposes to enter into a Public Private Partnership (P3) with the University of New Orleans (UNO) and the UNO Research & Technology Foundation (Foundation) for an Energy-As-A-Service (EAAS) transaction to modernize and privatize certain UNO energy assets
  - iii. UNO transaction will be an opt-in to an existing State Cooperative Endeavor Agreement (CEA)

- b. Lease of Central Plants:
  - i. LAEP will lease assets in UNO's three Central Plants for a term of 25 Years
  - ii. LAEP will have tax ownership of the plant assets, but UNO/ULS retains book ownership
  
- c. Capital Improvements:
  - i. LAEP will finance, design, and install \$27 million of total capital improvements in UNO's Plants (\$10M) and Campus Buildings (\$17M) to increase energy efficiency, improve the learning environment, and address deferred maintenance
  
- d. Energy Savings:
  - i. The capital improvements will generate approximately \$2 million ANNUAL utility cost savings
  - ii. LAEP will guarantee that unit energy savings (kwh) will be sufficient to cover UNO's payments to LAEP, resulting in a net zero impact to UNO's operating budget (given assumed utility rates)
  
- e. Operation and Maintenance (O&M):
  - i. LAEP will take over O&M of UNO's Central Plant and Campus Buildings from the current third-party O&M provider
  
- f. Scholarship Fund:
  - i. LAEP will also pay UNO approximately \$10M at closing, which UNO will put in a scholarship fund
  - ii. The upfront payment amount will depend upon interest rates when the transaction is closed
  
- g. Transaction Is Budget Neutral:
  - i. UNO realizes reduced utility bills due to unit energy savings (approximately \$2M annually)
  - ii. UNO realizes operating and maintenance cost savings (approximately \$3.5M annually)
  - iii. UNO pays a new charge to LAEP net of annual lease rent (approximately \$5.5M annually)
  - iv. Net result is a projected zero operating budget impact for UNO

## **2. SCOPE OF WORK**

- a. Plant improvements:
  - i. Upgrades to campus chilled water system including new cooling towers
  - ii. Upgrades to campus tower water system
  - iii. Upgrades to campus heating water system

- b. Building improvements:
  - i. Comprehensive upgrades to campus lighting
  - ii. Comprehensive upgrades to campus domestic water system (plumbing assets)
  - iii. Comprehensive upgrades to campus building automation system
- c. Measurement and Verification:
  - i. LAEP to install metering to measure savings and improve system performance
  - ii. LAEP/UNO gain real-time system monitoring capability and fault detection
  - iii. UNO gains real-time usage reporting to reconcile utility invoices/payment.
- d. Operations and Maintenance:
  - i. LAEP performs campus-wide O&M functions to ensure system reliability and performance
  - ii. UNO will have contractual remedies if stipulated performance metrics are not achieved

### 3. DUE DILIGENCE

- a. Financial, Technical, and Legal Advisors:
  - i. UNO and the Foundation have engaged advisors to evaluate the proposed transaction
  - ii. Financial Advisor (The Sisung Group)
  - iii. Technical Advisor (M&E Consulting Engineers)
  - iv. Legal Advisors (DeCuir, Clark & Adams; Jones Walker; and Baker Donelson)
- b. Due Diligence and Negotiation:
  - i. UNO received LAEP's preliminary proposal and began due diligence in June 2021
  - ii. LAEP has presented several different technical solutions to UNO since that date
  - iii. **UNO and its advisors have established transaction requirements, in particular that the transaction be operating budget neutral, provide a robust technical solution that saves energy, contain sufficient legal protections, and materially shift risk to LAEP without creating undue risk to UNO**
  - iv. UNO's advisors have completed the majority of due diligence
  - v. Negotiation of final commercial terms and documentation is proceeding

#### **4. TIMING AND APPROVALS**

- a. Louisiana Division of Administration Approval:
  - i. DOA must review the transaction to ensure it meets the State's CEA requirements
  - ii. DOA places the project on the agenda for the Joint Legislative Committee on the Budget (JLCB)
  
- b. JLCB Review:
  - i. JLCB reviews the proposed project
  
- c. UL System Approval:
  - i. UL System Board approval is required for UNO to execute the transaction
  - ii. UL System Board approval will allow UNO to lock the financial terms of the transaction
  
- d. Closing and Implementation:
  - i. Once reviews/approvals are complete, UNO and LAEP execute the final transaction agreements
  - ii. LAEP will begin providing O&M services immediately
  - iii. LAEP will complete design and installation of capital improvements within 2 years

#### **5. TRANSACTION DOCUMENTS**

- a. Adoption Agreement:
  - i. UNO agrees to adopt the LAEP/State of Louisiana CEA framework
  - ii. This agreement establishes general transaction framework and payment terms
  
- b. Lease/Sublease Agreement:
  - i. UNO will lease its Central Plants to the UNO Research & Technology Foundation
  - ii. The Foundation will sublease the Central Plants to LAEP
  - iii. LAEP will fund upon transaction closing proceeds to be placed in the scholarship fund
  - iv. LAEP will make capital improvements to the Central Plants
  - v. LAEP will provide O&M services
  
- c. Facility Optimization Services Agreement (FOSA):
  - i. LAEP will make capital improvements to the Campus Buildings
  - ii. UNO will pay FOSA charges over the term of the transaction

- d. Thermal Services Agreement (TSA):
  - i. LAEP will provide chilled water from the leased Central Plants to UNO
  - ii. UNO agrees to pay TSA charges over the term of the transaction
  
- e. Miscellaneous Agreements:
  - i. Transactional provisions relating to financing, collateral, servitudes, etc.

### **RECOMMENDATION**

It is requested that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request for approval to formally authorize the System President to initiate the approval process of the necessary documents to allow the University to opt-in to the Cooperative Endeavor Agreement between the State of Louisiana and Louisiana Energy Partners.*

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

**FINANCE COMMITTEE**

**August 25, 2022**

- Item H.7.**     **University of Louisiana System’s** request for acceptance of Fiscal Year 2021-22 Financial and Compliance and Federal Award Programs Representation Letters for (a) Louisiana Tech University, (b) McNeese State University, (c) Southeastern Louisiana University, (d) University of Louisiana at Lafayette, (e) University of Louisiana at Monroe, and (f) University of New Orleans.

**EXECUTIVE SUMMARY**

In connection with its financial and compliance audits of colleges and universities, the Legislative Auditor’s Office requires the President and Chief Fiscal Officer to review certain representations and certify that those representations are true and correct. The officers answer and sign a financial and compliance and federal award programs questionnaire at the beginning of the audit and then sign an update upon conclusion of the audit certifying that: (1) there were no material changes to the original certification; or (2) any such changes have been disclosed to the Legislative Auditor. Office of Legislative Auditor policy further requires that the appropriate management board accept the university’s questionnaire in a public meeting. The documentation is available in the System Office.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,*** *that the Board of Supervisors for the University of Louisiana System hereby accepts Fiscal Year 2021-22 Financial and Compliance and Federal Award Programs Representation Letters for (a) Louisiana Tech University, (b) McNeese State University, (c) Southeastern Louisiana University, (d) University of Louisiana at Lafayette, (e) University of Louisiana at Monroe, and (f) University of New Orleans.*

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

**FINANCE COMMITTEE**

**August 25, 2022**

**Item H.8.** University of Louisiana System's request for approval of Fiscal Year 2022-23 Operating Budgets, including organizational charts, undergraduate/graduate mandatory attendance fees, and scholarships.

**EXECUTIVE SUMMARY**

The 2022-23 Operating Budgets were prepared in accordance with instructions received from the System Office, the Division of Administration Office of Planning and Budget, and the Louisiana Board of Regents.

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

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

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Fiscal Year 2022-23 Operating Budgets, including organizational charts, undergraduate/graduate mandatory attendance fees, and scholarships.*