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September 15, 2021

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

Dear Dr. Nicklow:

On August 26, 2021, the Board of Supervisors for the University of Louisiana System approved the following requests from University of New Orleans:

- G.10. Request to approve 2021-22 Promotions in Faculty Rank and Recommendations for Tenure.
- H.18. Request to approve a contract with Amy Grabiec, Head Beach Volleyball Coach.
- H.19. Request to approve a contract with Ashley Preston, Head Volleyball Coach.
- H.20. Request to approve a contract with Jeff Lorio, Head Men's Golf Coach.
- H.21. Request to approve a contract with Burzis Kanga, Head Men's and Women's Tennis Coach.
- H.22. Request to approve a contract with Brian Johnson, Head Men's and Women's Track & Field/Cross Country Coach.
- I.7. Request to name a space "The Stewart Family Learning Commons."
- I.8. Request to enter into a Lease Agreement with the R&T Foundation.
- I.9. Request to approve the University's Fiscal Year 2022-23 Capital Outlay Budget Request and Five-Year Capital Outlay Plan.
- J.3. Request to enter into a Cooperative Endeavor Agreement with Golden Leaf Energy.
- J.4. Request to enter into a Cooperative Endeavor Agreement with Cell Free Systems.
- J.5. Request to enter into a Cooperative Endeavor Agreement with TMS BioScience Labs, LLC.
- J.6. Request to accept Fiscal Year 2020-21 Financial and Compliance and Federal Award Programs Representation Letters.
- J.7. Request to approve Fiscal Year 2021-22 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,

A handwritten signature in black ink, appearing to read "Jeannine Kahn", followed by a horizontal line.

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

Approved 8/26/21 by the Board of Supervisors for the University of Louisiana System

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

ACADEMIC AND STUDENT AFFAIRS COMMITTEE

August 26, 2021

Item G.10. University of Louisiana System's request for approval of System Universities' 2021-22 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, 88 faculty members were recommended for promotion in rank, with 64 faculty members recommended for tenure.

With respect to promotion in rank, 35 faculty members across the UL System were recommended for promotion to the rank of Professor and 53 to the rank of Associate Professor. Our review suggests that the recommended faculty met all respective guidelines.

A total of 64 faculty members across the System were recommended for tenure and rationales were provided for the 9 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' 2021-22 Promotions in Faculty Rank and Recommendations for Tenure.*

G.10.

UNIVERSITY OF LOUISIANA SYSTEM

**Promotions and Tenure
2021-22**

Institutions	Promotions				Tenure	
	To Associate % at No.	To Professor % at rank	No.	rank	No.	Tenure Rate
Grambling State University	1	20.8%	2	19.9%	1	44.6%
Louisiana Tech University	5	27.1%	5	20.9%	6	47.5%
McNeese State University	2	18.3%	0	19.9%	5	48.0%
Nicholls State University	3	18.8%	2	15.1%	3	39.5%
Northwestern State University	8	28.0%	3	20.0%	15	47.0%
Southeastern Louisiana University	2	16.0%	4	22.0%	1	35.0%
University of Louisiana at Lafayette	22	23.3%	7	27.5%	22	50.6%
University of Louisiana at Monroe	6	20.4%	8	20.9%	5	46.0%
University of New Orleans	4	24.0%	4	31.0%	6	56.0%
UL System Totals	53		35		64	

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

STATE OF LOUISIANA

PARISH OF ORLEANS

This agreement is made and entered into on this 31 day of May 2021, 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 (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 Director of Athletics.

1.2 COACH shall be responsible, and shall report, directly to University's Director of Athletics (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 1st day of July, 2021, and terminating without further notice to COACH on the 30th day of June, 2022, 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 Regular Season Championship \$1,000
- Conference Tournament Championship \$1,500
- NCAA First Round & Any Subsequent Round Win \$1,000
- NCAA National Championship \$5,000

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 Director of Athletics 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 Athletic Director 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 Athletic Director 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 Director of Athletics 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 Director of Athletics. 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 Director of Athletics 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 Director of Athletics 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 Director of Athletics, or his/her designee, to ensure that such activities are in compliance with University policies. Director of Athletics 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



DIRECTOR OF ATHLETICS, 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 26th day of August, 2021.



PRESIDENT - ULS

**CONTRACT OF EMPLOYMENT
HEAD COACH, VOLLEYBALL**

STATE OF LOUISIANA

PARISH OF ORLEANS

This agreement is made and entered into on this 23 day of June 2021, 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 Ashley Preston (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, 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 Director of Athletics.

1.2 COACH shall be responsible, and shall report, directly to University's Director of Athletics (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 four (4) years, commencing on the 19th day of July, 2021, and terminating without further notice to COACH on the 18th day of July, 2025, 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 \$80,000, payable on a biweekly basis.

3.2 COACH shall have an assistant coach pool of \$55,000 for an assistant and graduate assistant.

3.3 COACH shall be eligible for yearly 2% increases as listed: 2022-23 (\$81,600), 2023-24 (\$83,232) and 2024-25 (\$84,897). 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 \$6,000 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 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 \$1,000 performance incentive will be provided to COACH. This is applicable to each year of the agreement. Should the 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 Regular Season Championship \$1,000
- Conference Tournament Championship \$1,500
- NCAA First Round & Any Subsequent Round Win \$1,000
- NCAA National Championship \$5,000

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 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 Director of Athletics 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 Athletic Director 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 Athletic Director 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 Director of Athletics 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 Director of Athletics. 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 Director of Athletics 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 Director of Athletics 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 \$25,000. 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 Director of Athletics, or his/her designee, to ensure that such activities are in compliance with University policies. Director of Athletics 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

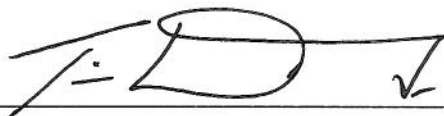
No party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by 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

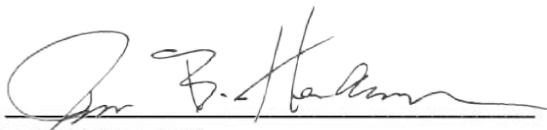


DIRECTOR OF ATHLETICS, UNIVERSITY OF NEW ORLEANS



HEAD COACH, UNIVERSITY OF NEW ORLEANS

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the 26th day of August, 2021.



PRESIDENT - ULS

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

STATE OF LOUISIANA

PARISH OF ORLEANS

This agreement is made and entered into on this 31 day of May 2021, 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 Director of Athletics.

1.2 COACH shall be responsible, and shall report, directly to University's Director of Athletics (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 1st day of July, 2021, and terminating without further notice to COACH on the 30th day of June, 2022, 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.

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

- NCAA National Championship \$5,000

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 Director of Athletics 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 golf 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 golf 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 golf 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 Director of Athletics 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 Director of Athletics. 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 Director of Athletics 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 Director of Athletics 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 Director of Athletics, or his/her designee, to ensure that such activities are in compliance with University policies. Director of Athletics may require COACH to participate in department fundraising initiatives and/or maintain a fundraising goal specific to his sport.

16.0 Severability

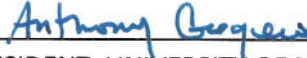
If any provision of this agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

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

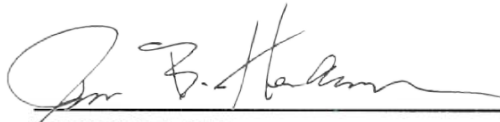


DIRECTOR OF ATHLETICS, UNIVERSITY OF NEW ORLEANS



HEAD COACH, UNIVERSITY OF NEW ORLEANS

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the
26th day of August, 2021.



PRESIDENT - ULS

**CONTRACT OF EMPLOYMENT
HEAD COACH, MEN'S & WOMEN'S TENNIS**

STATE OF LOUISIANA

PARISH OF ORLEANS

This agreement is made and entered into on this ___ day of May 2021, 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.

1.0 Employment

1.1 The University of New Orleans (the "University") does hereby employ COACH as Head Coach, Men's & Women's Tennis 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 Director of Athletics.

1.2 COACH shall be responsible, and shall report, directly to University's Director of Athletics (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 1st day of July, 2021, 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 \$76,277, payable on a biweekly basis.

3.2 COACH shall have a full time assistant coach pool of \$41,514 and a period of appointment (part time) assistant coach pool of \$15,000.

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 tennis 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 and a \$250 performance incentive will be provided to each full time assistant coach. This is applicable to each year of the agreement. Should the tennis 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 Team Regular-Season Championship \$1,000
- Conference Team Tournament Championship (Men's or Women's) \$1,500
- NCAA First Round Singles or Doubles Winner \$500
- NCAA Second Round Singles or Doubles Winner \$1,000
- NCAA Singles or Doubles National Championship \$2,500
- ITA Singles or Doubles National Championship \$1,500
- NCAA Team Championship (MTE, WTE) \$5,000 and a one year contract extension

4.2.2.2 Each full time assistant 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 \$500
- Conference Team Tournament Championship (Men's or Women's) \$750
- NCAA First Round Singles or Doubles Winner \$250
- NCAA Second Round Singles or Doubles Winner \$500
- NCAA Singles, Doubles National Championship \$1250
- ITA Singles or Doubles National Championship \$750
- NCAA Team Championship (Men's or Women's) \$2,500

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 tennis program. Coach may not enter into any agreement for professional or personal endorsement of a product, business or charitable organization without approval of the Director of Athletics 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 Athletic Director 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 Athletic Director 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 Director of Athletics 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 Director of Athletics. 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 Director of Athletics 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 Director of Athletics 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 \$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 Director of Athletics, or his/her designee, to ensure that such activities are in compliance with University policies. Director of Athletics 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

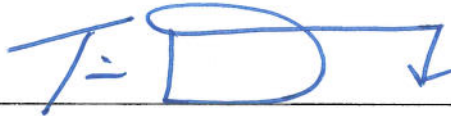
No party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by 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

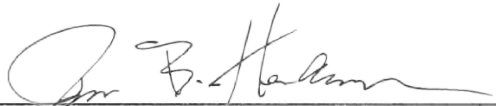


DIRECTOR OF ATHLETICS, UNIVERSITY OF NEW ORLEANS



HEAD COACH, UNIVERSITY OF NEW ORLEANS

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the
26th day of August, 2021.



PRESIDENT - ULS

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

STATE OF LOUISIANA

PARISH OF ORLEANS

This agreement is made and entered into on this ___ day of May 2021, 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 Brian Johnson (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 and Women's Track & Field / Cross Country 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 Director of Athletics.

1.2 COACH shall be responsible, and shall report, directly to University's Director of Athletics (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 1st day of July, 2021, 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 \$61,710, payable on a biweekly basis.

3.2 COACH's fulltime assistant coaches shall be eligible for up to a 10% increase for each at approximately a \$7,200 increase.

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 \$6,000 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 track and 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, a \$500 incentive will be provided to the Associate Head 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 the track and 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.

4.2.2.2 When the 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, a \$250 incentive will be provided to the Associate Head Coach and a \$250 performance incentive will be provided to each full-time cross country assistant coach. This is applicable to each year of the agreement. Should the 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.

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 Individual Championship (M/W Cross Country) \$500
- Conference Individual or Relay Championship (M/W Track) \$500
- Conference Team Championship (M/W Cross Country) \$2,000
- Conference Team Championship (M/W Track) \$1,000
- Four NCAA Regional Qualifiers (M/W Cross Country) \$150
 - Additional NCAA Regional Qualifiers beyond four \$100
- Four NCAA Regional Individual or Relay Qualifiers (M/W Track) \$150
 - Additional NCAA Regionals Qualifiers beyond four \$100
- NCAA Regional Top 6 Finisher (M/W Cross Country) \$500
- NCAA Regional Individual or Relay Top 6 Finisher (M/W Track) \$500
- NCAA National Individual Qualifiers (M/W Cross Country) \$500
- NCAA National Individual or Relay Qualifiers (M/W Track) \$500
- NCAA Individual Championship (M/W Cross Country) \$2,500
- NCAA Individual or Relay Championship (M/W Track) \$2,500
- NCAA Team Championship (M/W Cross Country or Track) \$5,000 and a one year contract extension

4.2.2.2 The associate head 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 Individual Championship (M/W Cross Country) \$500
- Conference Individual or Relay Championship (M/W Track) \$250
- Conference Team Championship (M/W Cross Country) \$2,000
- Conference Team Championship (M/W Track) \$750
- Four NCAA Regional Qualifiers (M/W Cross Country) \$150
 - Additional NCAA Regional Qualifiers beyond four \$100
- Four NCAA Regional Individual or Relay Qualifiers (M/W Track) \$150
- NCAA Regional Top 6 Finisher (M/W Cross Country) \$500
- NCAA Regional Individual or Relay Top 6 Finisher (M/W Track) \$250
- NCAA National Individual Qualifiers (M/W Cross Country) \$500
- NCAA National Individual or Relay Qualifiers (M/W Track) \$250
- NCAA Individual Championship (M/W Cross Country) \$2,500

- NCAA Individual or Relay Championship (M/W Track) \$1,000
- NCAA Team Championship (M/W Cross Country) \$5,000
- NCAA Team Championship (M/W Track) \$1,500

4.2.2.3 Each full time assistant 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 Individual or Relay Championship (M/W Track) \$250
- Conference Team Championship (M/W Track) \$750
- Four NCAA Regional Individual or Relay Qualifiers (M/W Track) \$150
- NCAA Regional Individual or Relay Top 6 Finisher (M/W Track) \$250
- NCAA National Individual or Relay Qualifiers (M/W Track) \$250
- NCAA Individual or Relay Championship (M/W Track) \$1,000
- NCAA Team Championship (M/W Track) \$1,500

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 track and field / cross country program. Coach may not enter into any agreement for professional or personal endorsement of a product, business or charitable organization without approval of the Director of Athletics 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 Athletic Director 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 Athletic Director 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 Director of Athletics 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 Director of Athletics. 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 Director of Athletics 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 Director of Athletics 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 \$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 Director of Athletics, or his/her designee, to ensure that such activities are in compliance with University policies. Director of Athletics 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.



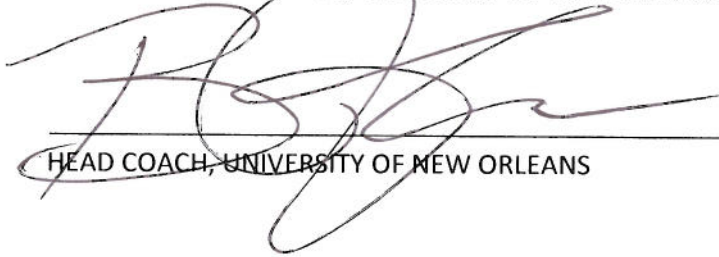
PRESIDENT, UNIVERSITY OF NEW ORLEANS



PRESIDENT, UNIVERSITY OF NEW ORLEANS FOUNDATION

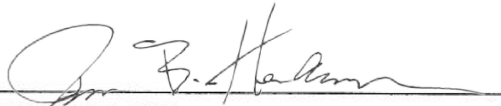


DIRECTOR OF ATHLETICS, UNIVERSITY OF NEW ORLEANS



HEAD COACH, UNIVERSITY OF NEW ORLEANS

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the 26th day of August, 2021.



PRESIDENT - ULS

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

FACILITIES PLANNING COMMITTEE

August 26, 2021

Item I.7. **University of New Orleans’** request for approval to name a space inside the Earl K. Long Library the “Stewart Family Learning Commons.”

EXECUTIVE SUMMARY

The University is requesting approval to name a space inside the Earl K. Long Library as the “*Stewart Family Learning Commons*” in recognition of the significant economic, financial, and charitable contributions of Frank and Paulette Stewart to the State of Louisiana, the City of New Orleans and the University of New Orleans.

Frank B. Stewart Jr., former chairman of the board for Stewart Enterprises, Inc., has been a leader in the death care industry throughout his career and was honored in 2010 with a lifetime achievement award by the International Cemetery Cremation and Funeral Association. His family founded the business in 1910, and Stewart joined the company in 1959, becoming president and CEO in 1966. He was appointed the board chairman in 1984, overseeing Stewart Enterprises’ initial public offering in 1991 and an expansion that has resulted in its current position as the second-largest provider of products and services in the death care industry in the U.S. today.

In addition to his business activities, Stewart has a strong commitment to community service, demonstrated by his support of numerous charitable, religious, and civic organizations such as the Boy Scouts of America, the National World War II Museum, and the Business Council of New Orleans. He has served on many nonprofit boards, including the Better Business Bureau, Crimestoppers, World Trade Center, and Navy League, and formerly served for many years on the Tulane University Board of Administrators and the Ochsner Medical Foundation Board, as well as the Boards of the Rotary Club of New Orleans and the Salvation Army. In 2010, Mr. Stewart was recognized by the Center for Spiritual Capital at Loyola University New Orleans for his ethics in business and dedication and service to his faith.

In 1996, Paulette and Frank B. Stewart, Jr. made a significant gift to the University of New Orleans to establish the “The Paulette and Frank B. Stewart, Jr. Endowed Sustainable Wildlife Program Support Fund” for the University of New Orleans’ and Audubon Nature Institute’s Sustainable Wildlife Program.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans’ request for approval to name a space inside the Earl K. Long Library the “*Stewart Family Learning Commons*.”

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

FACILITIES PLANNING COMMITTEE

August 26, 2021

- Item I.8.** **University of New Orleans'** request for approval to enter into a Lease Agreement with University of New Orleans Research and Technology Foundation (R&T Foundation), both not-for-profit corporations, pursuant to the authority vested in La. R.S. 41:137.

EXECUTIVE SUMMARY

UNO requests approval to enter into a Lease Agreement with University of New Orleans Research and Technology Foundation, Inc. for a certain building in the research park known as the "Center for Energy Resources Management (CERM)" for a period of 35 years with four additional ten-year options of renewal in return for certain benefits.

UNO and R&T Foundation lease agreement will commence on September 1, 2021. As consideration and rental for the lease of the CERM building (leased premises), the R&T Foundation in furtherance of its nonprofit mission to support UNO, shall pay UNO \$10 a year payable in advance on the first day of September of each year of this lease.

UNO will receive certain benefits in return for the lease to include the R&T Foundation establishing and setting aside a maintenance reserve fund of \$1.5M upon approval of the lease agreement with additional payments into the reserve fund at \$1.50 per square foot per month from tenants' leased space, annually. The maintenance reserve fund will be used for maintenance and improvements including construction to the CERM building. The R&T Foundation will assume all responsibilities for operating and maintaining the CERM building and surrounding grounds of the property.

UNO will receive certain benefits in return for the lease to include the R&T Foundation funding an annual incentive fund of up to \$100,000 to support collaborative projects between tenants and UNO faculty and students, which will be managed by the R&T Foundation.

UNO will receive certain benefits in return for the lease to include the R&T Foundation being responsible for reimbursing UNO for payments for annual property insurance premium to ensure the CERM building continues to have property insurance coverage.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request for approval to enter into a Lease Agreement with the University of New Orleans Research and Technology Foundation, Inc., both not-for-profit corporations, to proceed with execution of a lease agreement pursuant to the authority vested in La. R.S. 41:137.*

***BE IT FURTHER RESOLVED,** that University of New Orleans has obtained 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.*

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

Campus Priority	System Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2024-25 (Year 3)	FY 2025-26 (Year 4)	FY 2026-27 (Year 5)	Total
1	1	E	NiSU	ADA Upgrades, Multi-Building	GOB		\$4,862,623	\$4,862,623				\$9,725,246
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	\$2,738,170	\$34,570,000					\$37,308,170
1	4	C	MSU	Contraband Bayou Erosion Retaining Wall - Phase II	GOB	\$7,516,997	\$1,000,000	\$2,000,000				\$10,516,997
1	5	C	SELU	D Vickers Hall Renovation and Addition, Planning and Construction	GOB,S/G	\$11,000,000	\$15,134,799	\$2,100,000				\$28,234,799
1	6	C	ULL	DeClouet Hall Renovation	GOB		\$500,000	\$3,850,000				\$4,350,000
1	7	E	UNO	Miscellaneous Roof Replacements	GOB		\$350,000	\$3,150,000				\$3,500,000
1	8	C	ULM	Health Sciences Campus Renovations - Sugar Hall & Caldwell Hall	GOB	\$1,000,000	\$15,750,000					\$16,750,000
1	9	N	LTU	Madison Hall Renovation - Speech & Audiology	GOB		\$4,000,000	\$31,000,000	\$3,000,000			\$38,000,000
2	10	E	ULM	Strauss Hall HVAC Renovation	GOB		\$100,000	\$1,100,000				\$1,200,000
2	11	E	NiSU	Fire Alarm Integration, Multi-Building	GOB		\$2,107,906					\$2,107,906
2	12	E	LTU	Comprehensive ADA - Remediation	GOB	\$500,000	\$2,500,000	\$5,000,000	\$2,500,000			\$10,500,000
2	13	C	UNO	Bicentennial Education Roof Replacement	GOB		\$75,600	\$680,400				\$756,000
2	14	C	MSU	Shearman Fine Arts Building	GOB		\$7,725,000					\$7,725,000
2	15	C	ULL	Foster Hall Renovation	GOB		\$500,000	\$3,622,100				\$4,122,100
2	16	N	NSU	Athletic Fieldhouse Improvements	GOB/SG		\$1,000,000	\$5,000,000				\$6,000,000
2	17	N	SELU	Baton Rouge Nursing Center Renovation	GOB		\$6,742,757	\$2,742,758	\$600,000			\$10,085,515
2	18	N	GSU	Criminal Justice Building (Alma J Brown School)	GOB		\$4,500,000	\$4,000,000	\$2,800,000			\$11,300,000
3	19	E	ULM	ADA Accessibility - Campus Wide	GOB		\$700,000	\$7,000,000	\$700,000			\$8,400,000
3	20	C	MSU	McNeese Disaster Recovery	GOB		\$20,000,000					\$20,000,000
3	21	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
3	22	C	UNO	Central Utilities Plant Chiller Replacement	GOB		\$216,000	\$1,620,000	\$324,000			\$2,160,000
3	23	E	NiSU	Guidry Stadium Structural Repairs/Waterproofing	GOB		\$4,375,960					\$4,375,960
3	24	C	ULL	Madison Hall Renovation	GOB	\$2,000,000	\$18,000,000					\$20,000,000
3	25	E	LTU	Roofing / Waterproofing	GOB		\$3,250,000	\$3,500,000	\$3,000,000			\$9,750,000
3	26	N	SELU	Academic Athletic Training and Ancillary Athletic Facility	GOB		\$3,742,202	\$2,942,201	\$2,942,201	\$375,000		\$10,001,604
3	27	N	NSU	Renovation of AA Fredericks Fine Art Center	GOB		\$2,185,495	\$12,316,478	\$12,316,478			\$26,818,451
4	28	E	ULM	Library Cooling Tower and HVAC Upgrades	GOB		\$1,500,000					\$1,500,000
4	29	E	NiSU	Campus Street Lighting Replacement	GOB		\$4,907,620					\$4,907,620

UNIVERSITY OF LOUISIANA SYSTEM
Capital Outlay Plan
FY 2022-23 thru 2026-2027

Campus Priority	System Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2024-25 (Year 3)	FY 2025-26 (Year 4)	FY 2026-27 (Year 5)	Total
4	30	C	ULL	Engineering Office and Classroom Facility	GOB	\$1,300,000	\$14,002,600					\$15,302,600
4	31	C	ULL	Engineering Office and Classroom Facility	SG			\$10,000,000				\$10,000,000
4	32	N	LTU	Carson-Taylor Hall Renovation	GOB		\$3,000,000	\$21,000,000	\$3,000,000			\$27,000,000
4	33	N	SELU	Anzalone Hall Renovation	GOB, S/G	\$1,000,000	\$1,972,012	\$1,599,395	\$200,000			\$4,771,407
4	34	N	NSU	Renovation of Roy Hall	GOB		\$5,369,826	\$4,393,494				\$9,763,320
4	35	C	UNO	Liberal Arts Building Renovation	GOB		\$1,465,314	\$10,989,853	\$2,197,971			\$14,653,138
4	36	N	MSU	Gayle Hall Renovations	GOB		\$546,463	\$6,011,088				\$6,557,551
4	37	E	GSU	Campus Utility Infrastructure Assessment and Emergency Repairs	GOB		\$2,921,600	\$6,500,000	\$2,500,000	\$950,000		\$12,871,600
5	38	E	GSU	Elevator Deficiencies	GOB		\$750,000	\$750,000	\$500,000			\$2,000,000
5	39	E	ULM	Emergency Repairs and Replacement for Underground Electrical Distribution System	GOB		\$308,333	\$3,083,334	\$308,333			\$3,700,000
5	40	C	NiSU	Renovation & Addition to Athletic Facility, Phase II	GOB, S/G		\$4,204,500					\$4,204,500
5	41	C	ULL	Health Care Education and Training Facility	GOB	\$750,000	\$40,380,000					\$41,130,000
5	42	C	ULL	Health Care Education and Training Facility	SG			\$10,000,000				\$10,000,000
5	43	N	MSU	Drew Hall & ETL Renovation	GOB		\$754,837	\$8,303,212				\$9,058,049
5	44	N	LTU	Wyly Tower Replacement	GOB		\$5,500,000	\$40,500,000	\$2,000,000			\$48,000,000
5	45	C	UNO	Bicentennial Education Center Renovations	GOB		\$661,608	\$4,962,060	\$992,412			\$6,616,080
5	46	N	SELU	University Center Equipment Replacement and Repairs	GOB		\$2,545,200					\$2,545,200
6	47	N	GSU	Long Jones Hall - Renovation	GOB		\$3,500,000	\$13,800,000	\$5,350,000			\$22,650,000
6	48	C	NiSU	Coastal Center Facility	GOB, S/G		\$9,250,000	\$10,750,000				\$20,000,000
6	49	N	ULM	Brown Auditorium Renovation	GOB		\$850,000	\$10,805,000				\$11,655,000
6	50	N	MSU	Kirkman Hall Renovation	GOB		\$834,150	\$9,175,650				\$10,009,800
6	51	N	ULL	Blanco Center	GOB		\$1,000,000					\$1,000,000
6	52	C	UNO	Central Utilities Plant Improvements	GOB		\$371,990	\$2,789,928	\$557,986			\$3,719,904
7	53	N	MSU	Renovations to Classrooms & Labs Campus-wide	GOB		\$3,600,000	\$3,600,000				\$7,200,000
7	54	N	ULL	Montgomery Hall Renovation	GOB		\$2,000,000	\$15,536,000				\$17,536,000
7	55	C	NiSU	Stopher Hall Restroom ADA Upgrade	GOB	\$133,544	\$1,516,456					\$1,650,000
7	56	C	UNO	Lafitte Village Renovations	GOB		\$738,068	\$5,535,513	\$1,107,103			\$7,380,684
7	57	N	ULM	Activity Center Generator Project	GOB		\$468,500					\$468,500
8	58	N	ULM	Digital Library Renovation & Library Carpet Replacement	GOB		\$634,000	\$8,315,400				\$8,949,400
8	59	C	UNO	Milneburg Hall Renovations	GOB		\$1,407,346	\$10,555,097	\$2,111,019			\$14,073,462
8	60	N	NiSU	Gouaux Hall Demolition, Replacement, Planning & Construction	GOB		\$3,150,000	\$15,750,000	\$21,100,000			\$40,000,000

UNIVERSITY OF LOUISIANA SYSTEM
Capital Outlay Plan
FY 2022-23 thru 2026-2027

Campus Priority	System Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2024-25 (Year 3)	FY 2025-26 (Year 4)	FY 2026-27 (Year 5)	Total
8	61	E	GSU	Campus Wide Major Repairs	GOB		\$750,000	\$700,000	\$800,000			\$2,250,000
9	62	N	NiSU	Welcome Center - Alumni House, Planning & Construction	GOB		\$200,000	\$2,300,000				\$2,500,000
9	63	N	ULM	School of Construction Practice Lab	GOB		\$420,000	\$5,197,000				\$5,617,000
9	64	N	UNO	Hotel, Restaurant, & Tourism Building Renovations	GOB		\$367,421	\$2,480,092	\$826,697			\$3,674,210
10	65	N	NiSU	Ellender Library Modernization, Phase I	GOB		\$474,666	\$4,570,412				\$5,045,078
10	66	N	ULM	Walker Hall Chiller and Cooling Tower	GOB		\$1,215,200					\$1,215,200
10	67	N	UNO	Fine Arts Building Renovations	GOB		\$581,621	\$4,362,158	\$872,432			\$5,816,211
11	68	N	UNO	Science Building Renovations	GOB		\$1,999,591	\$14,996,933	\$2,999,387			\$19,995,911
12	69	N	UNO	Biology Building Renovations	GOB		\$767,312	\$5,754,840	\$1,150,968			\$7,673,120
13	70	N	NiSU	Drainage Improvements & Raising Level of Streets, Planning & Construction, Campus Wide	GOB		\$5,000,000	\$5,000,000				\$10,000,000
13	71	N	UNO	Geology & Psychology Building Renovations	GOB		\$1,431,570	\$10,736,775	\$2,147,355			\$14,315,700
13	72	N	GSU	McCall Dining Hall - Cooling Tower piping, MCC Panel & Underground Piping.	GOB		\$800,000					\$800,000
14	73	N	NiSU	Conference Center	GOB		\$7,150,000	\$7,850,000				\$15,000,000
14	74	E	GSU	Favrot Student Union - Underground Piping	GOB		\$700,000					\$700,000
15	75	N	NiSU	Roof Replacements, Planning & Construction, Multi-Building	GOB		\$6,188,187					\$6,188,187
16	76	N	NiSU	New Residence Hall Building, Planning & Construction	GOB		\$1,464,000	\$16,804,000				\$18,268,000
17	77	N	NiSU	Student Life Center, Planning & Construction	GOB		\$1,650,000	\$1,850,000				\$3,500,000
18	78	N	NiSU	Fieldhouse, Planning & Construction	GOB, SG		\$790,405	\$2,794,455				\$3,584,860
19	79	N	NiSU	Peltier Hall Air Handlers Replacement	GOB		\$3,611,710					\$3,611,710
20	80	N	NiSU	Air Handlers Replacement, Planning & Construction, Multi-Building	GOB		\$2,626,454	\$2,657,909				\$5,284,363
21	81	N	NiSU	Chiller/Cooling Tower Replacement, Campus Main Chilled Water System	GOB		\$424,384	\$4,668,219				\$5,092,603
22	82	N	NiSU	Information Technology Center Renovation, Planning & Construction	GOB		\$897,212	\$4,045,275				\$4,942,487
23	83	N	NiSU	Polk Hall Renovation, Planning & Construction	GOB		\$2,259,960	\$2,382,463				\$4,642,423
24	84	N	NiSU	Electrical Upgrade Phase III	GOB		\$2,713,348					\$2,713,348
25	85	N	NiSU	Operations and Maintenance Building, Planning & Construction	GOB		\$2,482,500	\$3,517,500				\$6,000,000
		L	LTU	Property Acquisitions	GOB		\$1,000,000	\$1,000,000				\$2,000,000
		L	SLU	Property Acquisitions	GOB		\$1,600,000	\$3,500,000				\$5,100,000

UNIVERSITY OF LOUISIANA SYSTEM
 Capital Outlay Plan
 FY 2022-23 thru 2026-2027

Campus Priority	System Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2024-25 (Year 3)	FY 2025-26 (Year 4)	FY 2026-27 (Year 5)	Total
		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
					Total	\$29,938,711	\$335,564,306	\$451,409,615	\$85,604,342	\$3,825,000		\$906,341,974

E = Emergency Project

**University of New Orleans
Five Year Capital Outlay Plan
FY 2022-23 thru 2026-27**

Campus Priority	Project Type (E, C, N, SG)	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2024-25 (Year 3)	FY 2025-26 (Year 4)	FY 2026-27 (Year 5)	Total
1	E	Miscellaneous Roof Replacements	GOB		\$350,000	\$3,150,000				\$3,500,000
2	C	Bicentennial Education Roof Replacement	GOB		\$75,600	\$680,400				\$756,000
3	C	Central Utilities Plant Chiller Replacement	GOB		\$216,000	\$1,620,000	\$324,000			\$2,160,000
4	C	Liberal Arts Building Renovation	GOB		\$1,465,314	\$10,989,853	\$2,197,971			\$14,653,138
5	C	Bicentennial Education Center Renovations	GOB		\$661,608	\$4,962,060	\$992,412			\$6,616,080
6	C	Central Utilities Plant Improvements	GOB		\$371,990	\$2,789,928	\$557,986			\$3,719,904
7	C	Lafitte Village Renovations	GOB		\$738,068	\$5,535,513	\$1,107,103			\$7,380,684
8	C	Milneburg Hall Renovations	GOB		\$1,407,346	\$10,555,097	\$2,111,019			\$14,073,462
9	N	Hotel, Restaurant, & Tourism Building Renovations	GOB		\$367,421	\$2,480,092	\$826,697			\$3,674,210
10	N	Fine Arts Building Renovations	GOB		\$581,621	\$4,362,158	\$872,432			\$5,816,211
11	N	Science Building Renovations	GOB		\$1,999,591	\$14,996,933	\$2,999,387			\$19,995,911
12	N	Biology Building Renovations	GOB		\$767,312	\$5,754,840	\$1,150,968			\$7,673,120
13	N	Geology & Psychology Building Renovations	GOB		\$1,431,570	\$10,736,775	\$2,147,355			\$14,315,700
14	C	Electrical, Communications, and Fire Alarm Systems Upgrade Campus Wide	GOB			\$614,015	\$4,605,109	\$921,022		\$6,140,146
15	C	University Center Renovations	GOB				\$603,575	\$4,526,811	\$905,362	\$6,035,748
16	C	Administration Building Renovations	GOB				\$244,040	\$1,830,299	\$366,060	\$2,440,399
17	C	Administration Annex Building Renovations	GOB				\$216,535	\$1,624,010	\$324,802	\$2,165,347
			Total		\$10,433,441	\$79,227,664	\$20,956,589	\$8,902,142	\$1,596,224	\$121,116,060

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

FACILITIES PLANNING COMMITTEE

August 26, 2021

Item I.9. **University of Louisiana System's** request for approval of the Fiscal Year 2022-23 Capital Outlay Budget Request and Institutions' Five-Year Capital Outlay Plans.

EXECUTIVE SUMMARY

UL System requests approval of the Fiscal Year 2022-23 Capital Outlay Budget Request and Institutions' Five-Year Plans for FY 2022-23 through FY 2026-27.

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 2022-23 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 2022-23 Capital Outlay Budget Request and Institutions' Five-Year Capital Outlay Plans.*

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

FINANCE COMMITTEE

August 26, 2021

- Item J.3.** **University of New Orleans'** request for approval to enter into a Cooperative Endeavor Agreement with Golden Leaf Energy to team up with University's Advanced Materials Research Institute (AMRI) to study biofoams.

EXECUTIVE SUMMARY

Golden Leaf Energy is a Louisiana biotechnology company working to develop biofuels and biofoams from natural, renewable sustainable sources, such as vegetable oils, and the University's Advanced Materials Research Institute (AMRI) is a recognized world leader in nanomaterials research. Golden Leaf Energy and AMRI will team up on the study of biofoams. Initial projects will investigate the structure and composition of synthesized biofoams.

Golden Leaf Energy will occupy space in UNO's Science Building, and the immediate proximity of Golden Leaf Energy to AMRI will readily allow for the exchange of ideas, the development of new technologies involving Golden Leaf Energy and AMRI researchers, characterization of materials prepared through this collaboration using AMRI state of the art instrumentation, the training of undergraduate and graduate students in biomaterials, and the development of State and Federal research proposals in basic and applied research. The proximity of Golden Leaf Energy to AMRI researchers will serve as a model for the development of other small businesses based on existing or new AMRI technologies involving various biomaterials.

This cooperative endeavor collaboration will:

1. Serve the public through the development of a small business in biotechnology - Golden Leaf Energy will employ Louisiana workers including students and graduates from UNO;
2. Serve to elevate the research programs of UNO faculty through the development of new collaborative projects;
3. Will bring in additional State and Federal funding through applied research programs (NSF, DOE, etc.) and small business development grants (SBIR);
4. Will serve to train undergraduate students through internships and graduate students through collaborative projects between AMRI faculty and Golden Leaf Energy.

This Cooperative Endeavor Agreement will begin on September 1, 2021 and terminate on August 31, 2022. The agreement may be extended for additional periods by mutual agreement of the parties.

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 to enter into a Cooperative Endeavor Agreement with Golden Leaf Energy for the study of biofoams.*

***BE IT FURTHER RESOLVED,** that Dr. John W. Nicklow, President of University of New Orleans, is hereby designated and authorized to execute any and all documents necessary to execute this Cooperative Endeavor agreement.*

***AND FURTHER,** that UL System staff and legal counsel ensure that all documents conform to statutory and administrative requirements.*

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

FINANCE COMMITTEE

August 26, 2021

- Item J.4.** **University of New Orleans'** request for approval to enter into a Cooperative Endeavor Agreement with Cell Free Systems, Inc. for the development of nanoscale inorganic-biomaterial composites.

EXECUTIVE SUMMARY

Cell Free Systems is a Louisiana biotechnology startup company working to develop methods for producing cell-free protein expression extract as well as testing the activity of the extract, and the University's Advanced Materials Research Institute (AMRI) is a recognized world leader in nanomaterials research. Cell Free Systems and AMRI will explore electrochemical methods to aid protein production and the development of nanoscale inorganic-biomaterial composites for potential application in biosensors, molecular interaction studies, energy harvesting, or water purification.

Cell Free Systems will occupy space in UNO's Science Building and the immediate proximity of Cell Free Systems to AMRI will readily allow for the exchange of ideas, the development of new technologies involving Cell Free Systems and AMRI researchers, characterization of materials using AMRI state of the art instrumentation, the training of undergraduate and graduate students in manufacturing of bulk materials, and the development of State and Federal research proposals in basic and applied research. The proximity of Cell Free Systems to AMRI researchers will serve as a model for the development of other small businesses based on existing AMRI technologies in nanomaterials.

This cooperative endeavor collaboration will:

1. Serve the public through the development of a small business in biotechnology – Cell Free Systems will employ Louisiana workers including student and graduates from UNO;
2. Serve to elevate the research programs of UNO faculty through the development of new collaborative projects;
3. Will bring in additional State and Federal funding through applied research programs (BOR, NSF, etc.) and small business development grants (SBIR);
4. Will serve to train undergraduate students through internships and graduate students through collaborative projects between AMRI faculty and Cell Free Systems.

This Cooperative Endeavor Agreement will begin on September 1, 2021 and terminate on August 31, 2022. The agreement may be extended for additional periods by mutual agreement of the parties.

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 to enter into a Cooperative Endeavor Agreement with Cell Free Systems, Inc. for the development of nanoscale inorganic-biomaterial composites.*

***BE IT FURTHER RESOLVED,** that Dr. John W. Nicklow, President of University of New Orleans, is hereby designated and authorized to execute any and all documents necessary to execute this Cooperative Endeavor Agreement.*

***AND FURTHER,** that UL System staff and legal counsel ensure that all documents conform to statutory and administrative requirements.*

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

FINANCE COMMITTEE

August 26, 2021

- Item J.5.** **University of New Orleans'** request for approval to enter into a Cooperative Endeavor Agreement with TMS BioScience to provide support for the University's Advanced Materials Research Institute (AMRI)

EXECUTIVE SUMMARY

TMS BioScience is a Louisiana clinical laboratory with an expertise in mass spectroscopy that provides specialty testing for a variety of patients and companies, and the University's Advanced Materials Research Institute (AMRI) is a recognized world leader in nanomaterials research. TMS BioScience will provide support for AMRI researchers in terms of characterization of organic components in nanomaterial composites and simple organic and biomolecules. Initial projects will investigate the structure and composition of synthesized materials.

TMS BioScience will occupy space in UNO's Science Building, and the immediate proximity of TMS BioScience to AMRI will readily allow for the exchange of ideas, the immediate characterization of new materials developed by AMRI members researchers, the training of undergraduate and graduate students in mass spectral techniques, and the support of State and Federal research proposals in basic and applied research. Further, TMS BioScience will serve as a model for AMRI researchers in the development of other small businesses based on existing or new AMRI technologies or new analytical methods.

This collaboration will:

1. Serve the public through the development of a small business clinical laboratory – TMS BioScience will employ Louisiana workers including students and graduates from UNO;
2. Serve to elevate the research programs of UNO faculty through the development of new collaborative projects;
3. Will bring in additional State and Federal funding through applied research programs (ITRS, NSF, DOE, etc.) and small business development grants (SBIR);
4. Will serve to train undergraduate students through internships and graduate students through collaborative projects between AMRI faculty and TMS BioScience.

This Cooperative Endeavor Agreement will begin on September 1, 2021 and terminate on August 31, 2022. The agreement may be extended for additional periods by mutual agreement of the parties.

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 to enter into a Cooperative Endeavor Agreement with TMS BioScience for the development of nanoscale inorganic-biomaterial composites.*

***BE IT FURTHER RESOLVED,** that Dr. John W. Nicklow, President of University of New Orleans, is hereby designated and authorized to execute any and all documents necessary to execute this Cooperative Endeavor Agreement.*

***AND FURTHER,** that UL System staff and legal counsel ensure that all documents conform to statutory and administrative requirements.*

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

FINANCE COMMITTEE

August 26, 2021

- Item J.6.** **University of Louisiana System's** request for acceptance of Fiscal Year 2020-21 Financial and Compliance and Federal Award Programs Representation Letters for (a) Grambling State University, (b) Louisiana Tech University, (c) Nicholls State University, (d) Northwestern State University, (e) Southeastern Louisiana University, (f) University of Louisiana at Lafayette, (g) University of New Orleans, and (h) University of Louisiana System.

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 2020-21 Financial and Compliance and Federal Award Programs Representation Letters for (a) Grambling State University, (b) Louisiana Tech University, (c) Nicholls State University, (d) Northwestern State University, (e) Southeastern Louisiana University, (f) University of Louisiana at Lafayette, (g) University of New Orleans, and (h) University of Louisiana System.

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

FINANCE COMMITTEE

August 26, 2021

- Item J.7.** **University of Louisiana System’s** request for approval of Fiscal Year 2021-22 Operating Budgets, including organizational charts, undergraduate/graduate mandatory attendance fees, and scholarships.

EXECUTIVE SUMMARY

The 2021-22 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 2021-22 Operating Budgets, including organizational charts, undergraduate/graduate mandatory attendance fees, scholarships.*