

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

FINANCE COMMITTEE

June 13, 2024

Item I.1. Louisiana Tech University's request for approval to replace the existing Affiliation Agreement with Innovative Student Facilities, Inc.

EXECUTIVE SUMMARY

Louisiana Tech University requests permission to replace the Affiliation Agreement with Innovative Student Facilities, Inc. ("ISF"), subject to review and approval of Board Staff and counsel. ISF is a separate 501(c)(3) nonprofit corporation with a separate governing board. The Affiliation Agreement will allow ISF to fulfill its mission of supporting the University.

RECOMMENDATION

It is recommended that the following resolution adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request to replace the existing Affiliation Agreement with Innovative Student Facilities, Inc.*



I.1.

LOUISIANA TECH
UNIVERSITY

Office of the President

May 17, 2024

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Innovative Student Facilities, Inc., ("ISF") is a separate 501(c)(3) entity established solely for the support and benefit of Louisiana Tech University. ISF and the University have worked closely together on numerous student housing projects on the University's campus and will continue to do so in the years to come. To that end, the parties wish to replace their existing affiliation agreement.

The University requests approval to replace the affiliation agreement, subject to approval of Board Staff and Legal Counsel.

Sincerely,

A handwritten signature in blue ink, reading "James B. Henderson".

Dr. James B. Henderson
President



LOUISIANA TECH UNIVERSITY

Office of the President

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

May 17, 2024

Item Louisiana Tech University requests approval to replace the Affiliation Agreement with Innovative Student Facilities, Inc.

EXECUTIVE SUMMARY

Louisiana Tech University is requesting permission to replace the Affiliation Agreement with Innovative Student Facilities, Inc., ("ISF") subject to review and approval of Board staff and counsel. ISF is a separate 501(c)(3) nonprofit corporation with a separate governing board. The Affiliation Agreement will allow ISF to fulfill its mission of supporting the University.

RECOMMENDATION

The staff recommends approval of this item and adoption of the following resolution:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request to replace the Affiliation Agreement with Innovative Student Facilities, Inc., subject to review and approval of Board Staff and Counsel.

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 20__,
by and between

LOUISIANA TECH UNIVERSITY
(herein called "University")

and the

INNOVATIVE STUDENT FACILITIES, INC.
(herein called "Affiliate");

WHEREAS, as stated in its articles of incorporation, the Affiliate is a separately incorporated 501(c)(3) organization and is responsible for identifying and nurturing relationships with potential donors and other friends of the University; soliciting cash, securities, real and intellectual property, and other private resources for the support of the University; and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities; and

WHEREAS, this Affiliate is often closely identified with the University, if not in fact, at least in the perception of citizens, alumni, and contributors to the support and development of the University; and

WHEREAS, the University recognizes that gifts coming to the Affiliate are made with thoughtful care and with great affection for and devotion to the University for the purpose of supporting the University's institutional goals, including its instruction, research and public service missions and its students, faculty and staff; and

WHEREAS, the Affiliate renders invaluable support to and works very closely with the University; and

WHEREAS, the Affiliate and the University recognize their mutual interest in guarding against even the appearance of impropriety in their activities; and

Affiliation Agreement

WHEREAS, it is, therefore, prudent and beneficial for the University and this Affiliate to document clearly their relationship and their respective responsibilities and authority.

NOW, THEREFORE, recognizing the importance of an agreement between the parties on acceptable standards and procedures for the accounting and auditing of accounts of the Affiliate, while at the same time preserving the private and independent status of the Affiliate, the University and the Affiliate agree as follows:

The Affiliate's Relationship to the University

1. The Affiliate is a separately incorporated 501(c)(3) non-profit organization created to raise, manage, distribute, and steward private resources to support, advance, and promote the various missions of the University.
2. The Affiliate's board of directors is responsible for the control and management of all assets of the affiliate, including the prudent management of all gifts consistent with donor intent.
3. The Affiliate is responsible for the performance and oversight of all aspects of its operations based on a comprehensive set of bylaws that clearly address the board's fiduciary responsibilities, including expectations of individual board members based upon ethical guidelines and policies.
4. The Affiliate shall not engage in activities contrary to the objective of providing support to the University. Nothing herein is intended to limit the ability of the Affiliate to expend funds on its behalf to achieve the mutual goals of the Affiliate and the University.

Affiliation Agreement

The University's Relationship to the Affiliate

1. The University President or his/her designee should communicate the university's priorities and long-term plans to the Affiliate. The chief executive of the Affiliate should have regular, reasonable access to the University President or his/her designee and to other members of the President's senior administrative team for the purpose of being an active and prominent participant in strategic planning for the University.
2. The University recognizes that the Affiliate is a private corporation with the authority to keep all records and data confidential consistent with state and federal law, University policy or as mutually agreed-upon within this document.

Affiliate Responsibilities

Fund Raising

1. The Affiliate shall create an environment conducive to increasing levels of private support for the mission and priorities of the University.
2. The Affiliate, in consultation with the University President or his/her designee, is responsible for planning and executing comprehensive fund-raising and donor-acquisition programs in support of the institution's mission. These programs include annual giving, major gifts, planned gifts, special projects, and campaigns as appropriate. The Affiliate will also assist and coordinate with the University's development office for the operation, development, accounting, management, and marketing activities of these programs.

Asset Management

1. The Affiliate will receive, hold, manage, invest, and disperse contributions of cash, securities, and things of economic value of all kinds, including property, both real and intellectual, whether principal or income, tangible or intangible, including immediately

Affiliation Agreement

vesting gifts and deferred gifts that are contributed in the form of planned and deferred-gift instruments.

2. The Affiliate may serve as an instrument for entrepreneurial activities for the university and engage in such activities as purchasing, developing, or managing real estate for university expansion, student housing, or retirement communities. It also may hold licensing agreements and other forms of intellectual property, borrow or guarantee debt issued by third parties, or engage in other activities to increase foundation revenue with no direct connection to a university purpose.
3. The books and records of the Affiliate shall be kept in accordance with generally accepted accounting principles.
4. When the Affiliate has funds in excess of \$250,000 not needed for current year's operations, capital projects, or debt service of the Affiliate and its subsidiaries, the Affiliate's board of directors will establish asset investment policies that adhere to applicable federal and state laws, including the Uniform Prudent Investor Act (UPIA).
 - a. Donations that have specific directions or investment restrictions shall be invested by the Affiliate in its sole discretion, subject only to the specific directions or restrictions of the particular donation.
 - b. In accordance with Article 7, Section 14 of the Louisiana Constitution, no funds or property of the university may be donated, loaned, or pledged to any Affiliate, unless the parties agree to a cooperative endeavor for a specific, defined project. In such an instance, the parties will enter into a cooperative endeavor agreement, which must be approved by the UL Board of Supervisors and, if applicable, the Division of Administration.

Affiliation Agreement

- c. The University may choose to use the Affiliate's management expertise regarding the maintenance of investment portfolios to assist the University with its Endowed Chair and Endowed Professorships Program. Should the University and the Affiliate agree to this arrangement, they will enter into a Funds Management Agreement. In accordance with the Funds Management Agreement, the Affiliate shall comply with the Board of Regents' Statement of Investment Policy and Objectives, which also includes specific audit requirements.

Affiliate Funding and Administration

1. The Affiliate has the right to use a reasonable percentage of the annual unrestricted funds and assess fees for services to support its operations.
2. The Affiliate shall reimburse, either directly or through in-kind services, the cost of housing, personnel, which personnel shall remain public servants for all purposes, and other support furnished to the Affiliate by the University, if any, pursuant to R.S. 17:3390(B)(3). Reimbursement of any amounts due to the University shall be remitted within 90 days of the date of purchase or services rendered. Amounts payable to the University at June 30th shall be remitted within 30 days to allow the University to accomplish timely fiscal year-end accounting close-outs.
3. Under no circumstances shall any of the net earnings or assets of the Affiliate inure to or be distributed to the benefit of its directors, officers, or other private persons, except that the Affiliate shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the overall purpose of the Affiliate.
4. The Affiliate shall be responsible for establishing and implementing a system of controls that ensure compliance with all applicable laws and regulations, specifically including state and federal laws regarding the non-profit, tax-exempt status of the entity.

Affiliation Agreement

a. Approved Expenses

- 1) All disbursements by Affiliate for administrative and operating expenses shall be in accordance with policies adopted by its governing board previously or within 120 days of this agreement (if no such written policy exists). Such policies shall provide for sound and prudent business practices, the payment or reimbursement of ordinary, necessary and reasonable business expenses, and the avoidance of conflicts-of-interests.
- 2) Any supplemental compensation and/or benefits for a University employee must be approved by the Board of Supervisors, upon recommendation of the University and System Presidents, before they are paid. Absent exceptional circumstances and approval by the System President, such compensation or benefits shall be paid through the University, not directly to the employee by the Affiliate. For purposes of this paragraph, supplemental compensation or benefits shall mean all compensation or benefits in addition to the base University compensation and benefits approved by the Board of Supervisors for duties performed for the University.
- 3) Reasonable travel, entertainment, educational benefits or reimbursements may be paid to a University employee (or authorized traveler, if applicable) in accordance with University policies and procedures. Payments may be made for such expenses within and above state limits when specifically approved by appropriate University administrators in accordance with University policy. Pending further specification of University policy, such expenses require approval of the employee's dean, vice president or other equivalent administrative official.
- 4) Reasonable moving or relocation expenses of a University employee may be paid only upon recommendation of the University President.
- 5) Any single payment of \$1,000 or more made to or on behalf of a university employee must be reported to the university on a quarterly basis. Supporting documentation must be made available to the university upon request.

b. Prohibited Expenses

- 1) Fines, forfeitures or penalties of a University employee may not be paid.
- 2) The Affiliate may not present gifts on behalf of a university employee nor reimburse university employees for gifts that are represented as having personally come from the employee.
- 3) Political contributions prohibited by applicable Internal Revenue Service Regulations or state laws and regulations may not be made or reimbursed. Accordingly, the Affiliate will not provide funds in any manner for university employees to endorse political parties or candidates, attend political fundraisers, participate in lobbying activities, etc.
- 4) Any expense or reimbursement that would create, under all the circumstances, a reasonable conclusion on behalf of the Affiliate that the benefit to the

Affiliation Agreement

individual University employee outweighs the benefit to the University may not be paid.

- 5) Any expense or reimbursement that would create, under all the circumstances, a reasonable conclusion on behalf of the Affiliate that the amount is extravagant or lavish beyond the appropriate University purpose may not be paid. While not necessarily controlling, reference should be made to regulations adopted by the Internal Revenue Service in connection with allowed business expenses.
 - 6) Funds shall not be disbursed in connection with contracts (or other agreements) between the Affiliate and a University employee unless justified in writing and with specificity demonstrating, among other justifications, that the proposed contractual duties with the Affiliate are not those which the employee should perform directly for the University. All such contracts must be approved by the University President in accordance with PPM FS-III.VII.-
 1. The requirements of the *Louisiana Code of Governmental Ethics* must also be considered by the Affiliate if the University employee (or a related person) has an ownership interest in a legal entity with which the Affiliate is considering contracting.
 - 7) Any expense or reimbursement request not described above as authorized (or through written joint amendment or clarification of this Agreement) shall not be paid to or on behalf of a University employee without specific recommendation of the University President.
5. The Affiliate's financial statements shall be audited annually in accordance with generally accepted auditing standards by an independent professional auditor who shall furnish to the University and the legislative auditor copies of the annual audit and management letter (including supplemental assurances) within six months of the Affiliate's fiscal year end.
- [R.S. 17:3390(D)(1)]
- a. The Affiliate's engagement letter with the independent CPA will require that the auditor provide supplemental assurances that the Affiliate has complied with specific requirements of the Affiliation Agreement that will be determined by the University President.
 - b. The National Collegiate Athletic Association (NCAA) requires that the University President submit a report that includes all athletic financial activity (both internal and external) to assist him/her in maintaining adequate oversight of and in

Affiliation Agreement

exercising control over financial activity of or on behalf of the University's intercollegiate athletics program. Therefore, the Affiliate's audited annual financial statements will include a supplementary schedule in a format provided by the University of all revenues, expenses and capitalized expenditures made to or on behalf of the University's intercollegiate athletics program.

- 1) The independent auditor's report will include assurances that this schedule is fairly stated in relation to the Affiliate's financial statements taken as a whole.
 - 2) If the Affiliate has no transactions relating to the University's athletics program, the notes to the financial statements will include a statement to this effect.
 - 3) The Affiliate will make available to the University's independent auditor any documentation that is required to enable that auditor to perform the supplemental procedures that are required by the NCAA for affiliated organizations.
- c. Any audit findings, audit exceptions, or any misuse of funds shall be reported to the Affiliate's Board of Directors, who shall maintain a written corrective action plan regarding the handling and resolution of such occurrences. A copy of this corrective action plan shall be provided to the University President. The Affiliate shall take appropriate corrective action to remedy such occurrences.
6. The Board of Supervisors for the University of Louisiana System may, at any time, review all accounting records, files, and documentation of the Affiliate that pertain to

Affiliation Agreement

payments made to or on behalf of university employees and/or university programs/projects. Notwithstanding the preceding requirements, the identity of donors to the Affiliate shall be exempt and not available for disclosure.

- a. Should the Board of Supervisors determine that a more in-depth review or audit of the Affiliate's records is necessary, the Affiliate will be instructed to contract for a agreed-upon procedures engagement with a CPA that is mutually acceptable to both the Affiliate and the Board. The ULS Board's Finance Committee Chairman will select the CPA to perform the engagement in the event that a CPA acceptable to both parties has not been identified within 60 days of the Board's initial written request for the agreed-upon procedures engagement.
- b. The Board's Finance Committee Chairman (or the System President, if so designated by the Board) will identify the agreed-upon procedures that will be performed and will approve the engagement agreement between the Affiliate and the CPA.

University Responsibilities

1. The University President will work in conjunction with the leadership of the Affiliate to identify, cultivate, and solicit prospects for private gifts.
2. The University shall accept funds from the Affiliate for the purpose of promoting the well-being and advancement of the University and to develop, expand, and improve the University's curricula, programs, and facilities so as to provide greater educational advantages and opportunities; encourage teaching, research, scholarship, and service; and

Affiliation Agreement

increase the University's benefits to the citizens of the State of Louisiana and the United States of America.

3. The University shall use such funds in accordance with the terms and conditions as may be imposed by testators and donors, within the limits of the law.
4. The University and the Affiliate shall have open communication regarding both the application of the policies set forth herein and mechanisms that would allow each party to better accomplish their common goals. The University President will bring any recommendations that arise from such discussions to the University of Louisiana System President for further consideration.

Terms of the Affiliation Agreement

1. This Affiliation Agreement is intended to set forth policies and procedures that will contribute to the coordination of mutual activities of the University and the Affiliate.
2. Either party may, upon 90 days prior written notice to the other, terminate this agreement. Notwithstanding the foregoing, either party may terminate this agreement in the event the other party defaults in the performance of its obligations and fails to cure the default within a reasonable time after receiving written show cause notice.
3. Should the University choose to terminate this agreement, the Affiliate may require the University to pay, within 180 days of written notice, all debt incurred by the Affiliate on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Affiliate choose to terminate this agreement, the University may require the Affiliate to pay debt it holds on behalf of the Affiliate in like manner.

Affiliation Agreement

- a. Should the University choose to terminate this agreement, the agreement shall continue in full force and effect until receipt by the Affiliate of the notice of termination, and any transactions entered into by the Affiliate prior to the receipt of such notice shall be binding upon the University. In such case, the Affiliate shall be prohibited from using the University's name to solicit donations or for any other purpose and shall not in any way represent to alumni, contributors, or the general public that said Affiliate is affiliated with the University.
 - b. Should any substantial misuse of funds or fraudulent activity on the part of the Affiliate be discovered, the University may, at its discretion, immediately terminate this agreement. In such case, the Affiliate shall be prohibited from using the University's name to solicit donations or for any other purpose and shall not in any way represent to alumni, contributors, or the general public that said Affiliate is affiliated with the University.
4. Should the Affiliate cease to exist, fail to maintain an affiliation agreement with the University, or the affiliation agreement is terminated by either party, all Affiliate funds, net of liabilities and contractual obligations, will become the property of the University or other University-affiliated organizations approved by the University in accordance with donor intent. The Affiliate will remit the funds to the University or to another Affiliate approved by the University using the timeline or schedule of transfers to be provided by the University.
5. Nothing in this Agreement shall be construed as to invalidate or restrict the Affiliate's private and independent status.
6. Whenever any notice or demand is required or permitted under this Agreement, such notice or demand shall be given in writing and delivered in person or by certified mail to the following addresses:

Affiliation Agreement

University: Louisiana Tech University
Dr. Jim Henderson
P.O. Box 3168, Campus Box 1
Ruston, LA 71272

Affiliate: Innovative Student Facilities Inc..
Attn: Mr. Chris Barr
321 S Chautauqua Rd.
Ruston, LA 71272

7. This agreement constitutes the entire agreement between the parties and shall be amended in writing, executed by all parties hereto.

IN WITNESS WHEREOF, the parties have caused this Affiliation Agreement to be executed by their duly authorized officers as of the day and date first above written.

WITNESSES:

LOUISIANA TECH UNIVERSITY

By: _____

Dr. Jim Henderson
President

WITNESSES:

INNOVATIVE STUDENT FACILITIES, INC.

By: _____

Mr. Chris Barr
Chairman

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

FINANCE COMMITTEE

June 13, 2024

Item I.2. Louisiana Tech University's request for approval to replace the Affiliation Agreement with the Louisiana Tech University Foundation, Inc.

EXECUTIVE SUMMARY

Louisiana Tech University requests permission to replace the Affiliation Agreement with the Louisiana Tech University Foundation, Inc. ("Foundation") subject to review and approval of Board Staff and counsel. The Foundation is a separate 501(c)(3) nonprofit corporation with a separate governing board. The Affiliation Agreement will allow the Foundation to fulfill its mission of supporting the University.

RECOMMENDATION

It is recommended that the following resolution adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request to replace the Affiliation Agreement with the Louisiana Tech University Foundation, Inc.*



I.2.

LOUISIANA TECH
UNIVERSITY

Office of the President

May 17, 2024

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Louisiana Tech University is seeking approval to enter into an agreement on the following three (3) documents:

- Affiliation Agreement between Louisiana Tech University and the Louisiana Tech University Foundation, Inc.
- Funds Management Agreement between Louisiana Tech University and the Louisiana Tech University Foundation, Inc.
- Affiliation Agreement between Louisiana Tech University and the Louisiana Tech University Alumni Association, Inc.

Sincerely,

A handwritten signature in blue ink that reads "James B. Henderson".

Dr. James B. Henderson
President



LOUISIANA TECH UNIVERSITY.

Office of the President

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

May 16, 2024

Item Louisiana Tech University requests approval to replace the Affiliation Agreement with the Louisiana Tech University Foundation, Inc..

EXECUTIVE SUMMARY

Louisiana Tech University is requesting permission to replace the Affiliation Agreement with the Louisiana Tech University Foundation, Inc. ("Foundation") subject to review and approval of Board staff and counsel. The Foundation is a separate 501(c)(3) nonprofit corporation with a separate governing board. The Affiliation Agreement will allow the Foundation to fulfill its mission of supporting the University.

RECOMMENDATION

The staff recommends approval of this item and adoption of the following resolution:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request to replace the Affiliation Agreement with the Louisiana Tech University Foundation, Inc., subject to review and approval of Board Staff and Counsel.

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 20__,

by and between

LOUISIANA TECH UNIVERSITY
(herein called "University")

and the

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.
(herein called "Affiliate");

WHEREAS, as stated in its articles of incorporation, the Affiliate is a separately incorporated 501(c)(3) organization and is responsible for identifying and nurturing relationships with potential donors and other friends of the University; soliciting cash, securities, real and intellectual property, and other private resources for the support of the University; and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities; and

WHEREAS, this Affiliate is often closely identified with the University, if not in fact, at least in the perception of citizens, alumni, and contributors to the support and development of the University; and

WHEREAS, the University recognizes that gifts coming to the Affiliate are made with thoughtful care and with great affection for and devotion to the University for the purpose of supporting the University's institutional goals, including its instruction, research and public service missions and its students, faculty and staff; and

WHEREAS, the Affiliate renders invaluable support to and works very closely with the University; and

WHEREAS, the Affiliate and the University recognize their mutual interest in guarding against even the appearance of impropriety in their activities; and

Affiliation Agreement

WHEREAS, it is, therefore, prudent and beneficial for the University and this Affiliate to document clearly their relationship and their respective responsibilities and authority.

NOW, THEREFORE, recognizing the importance of an agreement between the parties on acceptable standards and procedures for the accounting and auditing of accounts of the Affiliate, while at the same time preserving the private and independent status of the Affiliate, the University and the Affiliate agree as follows:

The Affiliate's Relationship to the University

1. The Affiliate is a separately incorporated 501(c)(3) non-profit organization created to raise, manage, distribute, and steward private resources to support, advance, and promote the various missions of the University.
2. The Affiliate's board of directors is responsible for the control and management of all assets of the affiliate, including the prudent management of all gifts consistent with donor intent.
3. The Affiliate is responsible for the performance and oversight of all aspects of its operations based on a comprehensive set of bylaws that clearly address the board's fiduciary responsibilities, including expectations of individual board members based upon ethical guidelines and policies.
4. The Affiliate shall not engage in activities contrary to the objective of providing support to the University. Nothing herein is intended to limit the ability of the Affiliate to expend funds on its behalf to achieve the mutual goals of the Affiliate and the University.

Affiliation Agreement

The University's Relationship to the Affiliate

1. The University President or his/her designee should communicate the university's priorities and long-term plans to the Affiliate. The chief executive of the Affiliate should have regular, reasonable access to the University President or his/her designee and to other members of the President's senior administrative team for the purpose of being an active and prominent participant in strategic planning for the University.
2. The University recognizes that the Affiliate is a private corporation with the authority to keep all records and data confidential consistent with state and federal law, University policy or as mutually agreed-upon within this document.

Affiliate Responsibilities

Fund Raising

1. The Affiliate shall create an environment conducive to increasing levels of private support for the mission and priorities of the University.
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1. The Affiliate will receive, hold, manage, invest, and disperse contributions of cash, securities, and things of economic value of all kinds, including property, both real and intellectual, whether principal or income, tangible or intangible, including immediately

Affiliation Agreement

vesting gifts and deferred gifts that are contributed in the form of planned and deferred-gift instruments.

2. The Affiliate may serve as an instrument for entrepreneurial activities for the university and engage in such activities as purchasing, developing, or managing real estate for university expansion, student housing, or retirement communities. It also may hold licensing agreements and other forms of intellectual property, borrow or guarantee debt issued by third parties, or engage in other activities to increase foundation revenue with no direct connection to a university purpose.
3. The books and records of the Affiliate shall be kept in accordance with generally accepted accounting principles.
4. When the Affiliate has funds in excess of \$250,000 not needed for current year's operations, capital projects, or debt service of the Affiliate and its subsidiaries, the Affiliate's board of directors will establish asset investment policies that adhere to applicable federal and state laws, including the Uniform Prudent Investor Act (UPIA).
 - a. Donations that have specific directions or investment restrictions shall be invested by the Affiliate in its sole discretion, subject only to the specific directions or restrictions of the particular donation.
 - b. In accordance with Article 7, Section 14 of the Louisiana Constitution, no funds or property of the university may be donated, loaned, or pledged to any Affiliate, unless the parties agree to a cooperative endeavor for a specific, defined project. In such an instance, the parties will enter into a cooperative endeavor agreement, which must be approved by the UL Board of Supervisors and, if applicable, the Division of Administration.

Affiliation Agreement

- c. The University may choose to use the Affiliate's management expertise regarding the maintenance of investment portfolios to assist the University with its Endowed Chair and Endowed Professorships Program. Should the University and the Affiliate agree to this arrangement, they will enter into a Funds Management Agreement. In accordance with the Funds Management Agreement, the Affiliate shall comply with the Board of Regents' Statement of Investment Policy and Objectives, which also includes specific audit requirements.

Affiliate Funding and Administration

1. The Affiliate has the right to use a reasonable percentage of the annual unrestricted funds and assess fees for services to support its operations.
2. The Affiliate shall reimburse, either directly or through in-kind services, the cost of housing, personnel, which personnel shall remain public servants for all purposes, and other support furnished to the Affiliate by the University, if any, pursuant to R.S. 17:3390(B)(3). Reimbursement of any amounts due to the University shall be remitted within 90 days of the date of purchase or services rendered. Amounts payable to the University at June 30th shall be remitted within 30 days to allow the University to accomplish timely fiscal year-end accounting close-outs.
3. Under no circumstances shall any of the net earnings or assets of the Affiliate inure to or be distributed to the benefit of its directors, officers, or other private persons, except that the Affiliate shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the overall purpose of the Affiliate.
4. The Affiliate shall be responsible for establishing and implementing a system of controls that ensure compliance with all applicable laws and regulations, specifically including state and federal laws regarding the non-profit, tax-exempt status of the entity.

Affiliation Agreement

a. Approved Expenses

- 1) All disbursements by Affiliate for administrative and operating expenses shall be in accordance with policies adopted by its governing board previously or within 120 days of this agreement (if no such written policy exists). Such policies shall provide for sound and prudent business practices, the payment or reimbursement of ordinary, necessary and reasonable business expenses, and the avoidance of conflicts-of-interests.
- 2) Any supplemental compensation and/or benefits for a University employee must be approved by the Board of Supervisors, upon recommendation of the University and System Presidents, before they are paid. Absent exceptional circumstances and approval by the System President, such compensation or benefits shall be paid through the University, not directly to the employee by the Affiliate. For purposes of this paragraph, supplemental compensation or benefits shall mean all compensation or benefits in addition to the base University compensation and benefits approved by the Board of Supervisors for duties performed for the University.
- 3) Reasonable travel, entertainment, educational benefits or reimbursements may be paid to a University employee (or authorized traveler, if applicable) in accordance with University policies and procedures. Payments may be made for such expenses within and above state limits when specifically approved by appropriate University administrators in accordance with University policy. Pending further specification of University policy, such expenses require approval of the employee's dean, vice president or other equivalent administrative official.
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- 2) The Affiliate may not present gifts on behalf of a university employee nor reimburse university employees for gifts that are represented as having personally come from the employee.
- 3) Political contributions prohibited by applicable Internal Revenue Service Regulations or state laws and regulations may not be made or reimbursed. Accordingly, the Affiliate will not provide funds in any manner for university employees to endorse political parties or candidates, attend political fundraisers, participate in lobbying activities, etc.
- 4) Any expense or reimbursement that would create, under all the circumstances, a reasonable conclusion on behalf of the Affiliate that the benefit to the

Affiliation Agreement

individual University employee outweighs the benefit to the University may not be paid.

- 5) Any expense or reimbursement that would create, under all the circumstances, a reasonable conclusion on behalf of the Affiliate that the amount is extravagant or lavish beyond the appropriate University purpose may not be paid. While not necessarily controlling, reference should be made to regulations adopted by the Internal Revenue Service in connection with allowed business expenses.
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 1. The requirements of the *Louisiana Code of Governmental Ethics* must also be considered by the Affiliate if the University employee (or a related person) has an ownership interest in a legal entity with which the Affiliate is considering contracting.
- 7) Any expense or reimbursement request not described above as authorized (or through written joint amendment or clarification of this Agreement) shall not be paid to or on behalf of a University employee without specific recommendation of the University President.

5. The Affiliate's financial statements shall be audited annually in accordance with generally accepted auditing standards by an independent professional auditor who shall furnish to the University and the legislative auditor copies of the annual audit and management letter (including supplemental assurances) within six months of the Affiliate's fiscal year end.

[R.S. 17:3390(D)(1)]

- a. The Affiliate's engagement letter with the independent CPA will require that the auditor provide supplemental assurances that the Affiliate has complied with specific requirements of the Affiliation Agreement that will be determined by the University President.
- b. The National Collegiate Athletic Association (NCAA) requires that the University President submit a report that includes all athletic financial activity (both internal and external) to assist him/her in maintaining adequate oversight of and in

Affiliation Agreement

exercising control over financial activity of or on behalf of the University's intercollegiate athletics program. Therefore, the Affiliate's audited annual financial statements will include a supplementary schedule in a format provided by the University of all revenues, expenses and capitalized expenditures made to or on behalf of the University's intercollegiate athletics program.

- 1) The independent auditor's report will include assurances that this schedule is fairly stated in relation to the Affiliate's financial statements taken as a whole.
 - 2) If the Affiliate has no transactions relating to the University's athletics program, the notes to the financial statements will include a statement to this effect.
 - 3) The Affiliate will make available to the University's independent auditor any documentation that is required to enable that auditor to perform the supplemental procedures that are required by the NCAA for affiliated organizations.
- c. Any audit findings, audit exceptions, or any misuse of funds shall be reported to the Affiliate's Board of Directors, who shall maintain a written corrective action plan regarding the handling and resolution of such occurrences. A copy of this corrective action plan shall be provided to the University President. The Affiliate shall take appropriate corrective action to remedy such occurrences.
6. The Board of Supervisors for the University of Louisiana System may, at any time, review all accounting records, files, and documentation of the Affiliate that pertain to

Affiliation Agreement

payments made to or on behalf of university employees and/or university programs/projects. Notwithstanding the preceding requirements, the identity of donors to the Affiliate shall be exempt and not available for disclosure.

- a. Should the Board of Supervisors determine that a more in-depth review or audit of the Affiliate's records is necessary, the Affiliate will be instructed to contract for a agreed-upon procedures engagement with a CPA that is mutually acceptable to both the Affiliate and the Board. The ULS Board's Finance Committee Chairman will select the CPA to perform the engagement in the event that a CPA acceptable to both parties has not been identified within 60 days of the Board's initial written request for the agreed-upon procedures engagement.

- b. The Board's Finance Committee Chairman (or the System President, if so designated by the Board) will identify the agreed-upon procedures that will be performed and will approve the engagement agreement between the Affiliate and the CPA.

University Responsibilities

1. The University President will work in conjunction with the leadership of the Affiliate to identify, cultivate, and solicit prospects for private gifts.

2. The University shall accept funds from the Affiliate for the purpose of promoting the well-being and advancement of the University and to develop, expand, and improve the University's curricula, programs, and facilities so as to provide greater educational advantages and opportunities; encourage teaching, research, scholarship, and service; and

Affiliation Agreement

increase the University's benefits to the citizens of the State of Louisiana and the United States of America.

3. The University shall use such funds in accordance with the terms and conditions as may be imposed by testators and donors, within the limits of the law.
4. The University and the Affiliate shall have open communication regarding both the application of the policies set forth herein and mechanisms that would allow each party to better accomplish their common goals. The University President will bring any recommendations that arise from such discussions to the University of Louisiana System President for further consideration.

Terms of the Affiliation Agreement

1. This Affiliation Agreement is intended to set forth policies and procedures that will contribute to the coordination of mutual activities of the University and the Affiliate.
2. Either party may, upon 90 days prior written notice to the other, terminate this agreement. Notwithstanding the foregoing, either party may terminate this agreement in the event the other party defaults in the performance of its obligations and fails to cure the default within a reasonable time after receiving written show cause notice.
3. Should the University choose to terminate this agreement, the Affiliate may require the University to pay, within 180 days of written notice, all debt incurred by the Affiliate on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Affiliate choose to terminate this agreement, the University may require the Affiliate to pay debt it holds on behalf of the Affiliate in like manner.

Affiliation Agreement

- a. Should the University choose to terminate this agreement, the agreement shall continue in full force and effect until receipt by the Affiliate of the notice of termination, and any transactions entered into by the Affiliate prior to the receipt of such notice shall be binding upon the University. In such case, the Affiliate shall be prohibited from using the University's name to solicit donations or for any other purpose and shall not in any way represent to alumni, contributors, or the general public that said Affiliate is affiliated with the University.
 - b. Should any substantial misuse of funds or fraudulent activity on the part of the Affiliate be discovered, the University may, at its discretion, immediately terminate this agreement. In such case, the Affiliate shall be prohibited from using the University's name to solicit donations or for any other purpose and shall not in any way represent to alumni, contributors, or the general public that said Affiliate is affiliated with the University.
4. Should the Affiliate cease to exist, fail to maintain an affiliation agreement with the University, or the affiliation agreement is terminated by either party, all Affiliate funds, net of liabilities and contractual obligations, will become the property of the University or other University-affiliated organizations approved by the University in accordance with donor intent. The Affiliate will remit the funds to the University or to another Affiliate approved by the University using the timeline or schedule of transfers to be provided by the University.
5. Nothing in this Agreement shall be construed as to invalidate or restrict the Affiliate's private and independent status.
6. Whenever any notice or demand is required or permitted under this Agreement, such notice or demand shall be given in writing and delivered in person or by certified mail to the following addresses:

Affiliation Agreement

University: Louisiana Tech University
Dr. James B.Henderson
P.O. Box 3168, Campus Box 1
Ruston, LA 71272

Affiliate: Louisiana Tech University Foundation, Inc.
Attn: Lisa S. Bradley
P.O. Box 3183
Ruston, LA 71272

7. This agreement constitutes the entire agreement between the parties and shall be amended in writing, executed by all parties hereto.

IN WITNESS WHEREOF, the parties have caused this Affiliation Agreement to be executed by their duly authorized officers as of the day and date first above written.

WITNESSES:

LOUISIANA TECH UNIVERSITY

By: _____ Dr.
James B. Henderson
President

WITNESSES:

LOUISIANA TECH UNIVERSITY FOUNDATION,
INC.

By: _____
Lisa Bradley,
Interim VP for University Advancement

By: _____
Tim Cutt
President

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

FINANCE COMMITTEE

June 13, 2024

Item I.3. Louisiana Tech University's request for approval to replace the Funds Management Agreement with the Louisiana Tech University Foundation, Inc.

EXECUTIVE SUMMARY

Louisiana Tech University requests permission to replace the Funds Management Agreement with the Louisiana Tech University Foundation, Inc. ("Foundation") subject to review and approval of Board Staff and counsel. The Foundation is a separate 501(c)(3) nonprofit corporation with a separate governing board. The Funds Management Agreement will allow the Foundation to receive and manage funds to support the University.

RECOMMENDATION

It is recommended that the following resolution adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request to replace the Funds Management Agreement with the Louisiana Tech University Foundation, Inc.*



I.3.

LOUISIANA TECH
UNIVERSITY.

Office of the President

May 17, 2024

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Louisiana Tech University is seeking approval to enter into an agreement on the following three (3) documents:

- Affiliation Agreement between Louisiana Tech University and the Louisiana Tech University Foundation, Inc.
- Funds Management Agreement between Louisiana Tech University and the Louisiana Tech University Foundation, Inc.
- Affiliation Agreement between Louisiana Tech University and the Louisiana Tech University Alumni Association, Inc.

Sincerely,

A handwritten signature in blue ink that reads "James B. Henderson".

Dr. James B. Henderson
President



LOUISIANA TECH UNIVERSITY.

Office of the President

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

May 16, 2024

Item Louisiana Tech University requests approval to replace the Funds Management Agreement with the Louisiana Tech University Foundation, Inc..

EXECUTIVE SUMMARY

Louisiana Tech University is requesting permission to replace the Funds Management Agreement with the Louisiana Tech University Foundation, Inc, ("Foundation") subject to review and approval of Board staff and counsel. The Foundation is a separate 501(c)(3) nonprofit corporation with a separate governing board. The Funds Management Agreement will allow the Foundation to receive and manage funds to support the University.

RECOMMENDATION

The staff recommends approval of this item and adoption of the following resolution:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request to replace the Funds Management Agreement with the Louisiana Tech University Foundation, Inc., subject to review and approval of Board Staff and Counsel.

FUNDS MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 2____,

by and between

LOUISIANA TECH UNIVERSITY
(herein called "University")

and the

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.
(herein called "Affiliate");

WHEREAS, the Affiliate is a tax exempt 501(c)(3) non-profit corporation, one of whose purposes is to receive and manage donations in the form of endowments, grants, and unrestricted gifts from private sources (hereinafter "Donations"), for the support of the University; and

WHEREAS, the Louisiana Board of Regents receives annual appropriations from the Louisiana Quality Education Support Fund ("Support Fund") to be expended for the purposes cited in Constitution Article 7, Section 10.1(D)(1) (currently collectively referred to as the "Endowed Chair and Endowed Professorships Program");

WHEREAS, the University receives Donations and Support Fund monies from the Louisiana Board of Regents for the Endowed Chair and Endowed Professorships Program;

WHEREAS, the Endowed Chair and Endowed Professorships Program provides permanent endowments created by private contributions to the University or Affiliate that equals 60 percent of each endowment, matched by 40 percent of Support Fund monies from the Board of Regents and permanent endowments created by private contributions to the University or Affiliate that equals 80 percent of each endowment, matched by 20 percent of Support Fund monies from the Board of Regents (collectively, "Program Assets"); and

Funds Management Agreement

WHEREAS, the Affiliate is capable of providing management and investment services and acting as a depository for such Program Assets;

NOW, THEREFORE, the parties agree as follows:

1. The University and the Affiliate have a current Affiliation Agreement that has been approved by the Board of Supervisors for the University of Louisiana System.
2. At its discretion, the University may deliver Program Assets for deposit with the Affiliate.
3. The Affiliate acknowledges that the Program Assets being delivered belong to the University and the use of the revenues generated by the investment of these Program Assets is the sole responsibility of the University.
4. The Affiliate, on behalf of the University, shall account for, maintain, and invest the Program Assets in accordance with the Board of Regents' *Statement of Investment Policy and Objectives*.
5. The Affiliate shall use its management expertise and best efforts to analyze the portfolio and earnings potential of Program Assets investments to ensure their adequate maintenance and performance and shall make such investments thereof as are consistent with prudent investment management principles.
6. The Affiliate shall furnish to the University and the Board of Regents an annual accounting of all Program Assets and will recognize the Board of Regents' right, at its discretion, to audit the books and records of account of any institution's endowment fund and any segregated account thereof in

Funds Management Agreement

accordance with the Board of Regents' *Statement of Investment Policy and Objectives*.

7. The Affiliate may charge an investment/management fee not to exceed the maximum fee allowed by the Board of Regents' *Statement of Investment Policy and Objectives*. Such fee shall be reported to the Board of Regents in the year-end report.
8. In accordance with the Affiliation Agreement between the University and the Affiliate, the Affiliate's financial statements shall be audited annually in accordance with generally accepted auditing standards by an independent professional auditor.
 - a. The Affiliate's engagement letter with the independent CPA will require that the auditor provide supplemental assurances that the Affiliate has complied with this Funds Management Agreement, which includes compliance with the Board of Regents' *Statement of Investment Policy and Objectives*.
 - b. The Affiliation Agreement requires the independent professional auditor to furnish copies of the annual audit and management letter, if any, to the University and the legislative auditor. A copy of the annual audit and management letter, if any, shall also be submitted to the Board of Regents.
 - c. When the Affiliate becomes aware of potential audit findings or exceptions involving Program Assets or the misuse of Program Assets, regardless of the status of any audit that may be in progress, such

Funds Management Agreement

information shall be reported without delay to the Board of Supervisors for the University of Louisiana System and to the University President. The Board of Supervisors or University President may require specific corrective action as deemed necessary in order to protect the integrity of public funds held by the Affiliate. Such corrective action may include the immediate withdrawal of some or all Program Assets held by the Affiliate.

9. This Funds Management Agreement shall continue in full force and effect until terminated by 120 days written notice by either party or by operation of law.
 - a. Should the University choose to terminate this agreement, the agreement shall continue in full force and effect until receipt by the Affiliate of the notice of termination, and any transactions entered into by the Affiliate prior to the receipt of such notice shall be binding upon the University.
 - b. Should any substantial misuse of funds or fraudulent activity on the part of the Affiliate be discovered, the University may, at its discretion, immediately terminate this agreement.
 - c. Immediately upon termination of this agreement, the Affiliate will provide the University with complete documentation of the Program's investment portfolio. The Affiliate will then transfer Program Assets back to the University based on the time schedule to be determined by the University.

Funds Management Agreement

10. Whenever any notice or demand is required or permitted under this Agreement, such notice or demand shall be given in writing and delivered in person or by certified mail to the following addresses:

University: Louisiana Tech University
 Dr. Jim Henderson
 P.O. Box 3168, Campus Box 1
 Ruston, LA 71272

Affiliate: Louisiana Tech University Foundation, Inc.
 Attn: Lisa S. Bradley
 P.O. Box 3183
 Ruston, LA 71272

11. This Agreement constitutes the entire agreement between the parties for funds management services and shall only be amended in writing, executed by all parties hereto.

Funds Management Agreement

IN WITNESS WHEREOF, the parties have caused this Funds Management Agreement to be executed by their duly authorized officers as of the day and date first above written.

WITNESSES:

LOUISIANA TECH UNIVERSITY

By: _____
Dr. James B. Henderson
President

WITNESSES:

LOUISIANA TECH UNIVERSITY
FOUNDATION, INC.

By: _____
Lisa Bradley,
Interim VP for University
Advancement

By: _____
Tim Cutt
President

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

FINANCE COMMITTEE

June 13, 2024

Item I.4. Louisiana Tech University’s request for approval to replace the Affiliation Agreement with the Louisiana Tech University Alumni Association, Inc.

EXECUTIVE SUMMARY

Louisiana Tech University requests permission to replace the Affiliation Agreement with the Louisiana Tech University Alumni Association, Inc. (“Alumni Association”) subject to review and approval of Board Staff and counsel. The Alumni Association is a separate 501(c)(3) nonprofit corporation with a separate governing board. The Affiliation Agreement will allow the Alumni Association to fulfill its mission of supporting the University.

RECOMMENDATION

It is recommended that the following resolution adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University’s request to replace the Affiliation Agreement with the Louisiana Tech University Alumni Association, Inc.*



I.4.

LOUISIANA TECH
UNIVERSITY.

Office of the President

May 17, 2024

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Louisiana Tech University is seeking approval to enter into an agreement on the following three (3) documents:

- Affiliation Agreement between Louisiana Tech University and the Louisiana Tech University Foundation, Inc.
- Funds Management Agreement between Louisiana Tech University and the Louisiana Tech University Foundation, Inc.
- Affiliation Agreement between Louisiana Tech University and the Louisiana Tech University Alumni Association, Inc.

Sincerely,

A handwritten signature in blue ink that reads "James B. Henderson".

Dr. James B. Henderson
President



LOUISIANA TECH UNIVERSITY

Office of the President

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

May 16, 2024

Item Louisiana Tech University requests approval to replace the Affiliation Agreement with the Louisiana Tech University Alumni Association, Inc..

EXECUTIVE SUMMARY

Louisiana Tech University is requesting permission to replace the Affiliation Agreement with the Louisiana Tech University Alumni Association, Inc, ("Alumni Association") subject to review and approval of Board staff and counsel. The Alumni Association is a separate 501(c)(3) nonprofit corporation with a separate governing board. The Affiliation Agreement will allow the Alumni Association to fulfill its mission of supporting the University.

RECOMMENDATION

The staff recommends approval of this item and adoption of the following resolution:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request to replace the Affiliation Agreement with the Louisiana Tech University Alumni Association, Inc., subject to review and approval of Board Staff and Counsel.

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 20 __,

by and between

LOUISIANA TECH UNIVERSITY
(herein called "University")

and the

LOUISIANA TECH UNIVERSITY ALUMNI ASSOCIATION, INC.
(herein called "Affiliate");

WHEREAS, as stated in its articles of incorporation, the Affiliate is a separately incorporated 501(c)(3) organization and is responsible for identifying and nurturing relationships with potential donors and other friends of the University; soliciting cash, securities, real and intellectual property, and other private resources for the support of the University; and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities; and

WHEREAS, this Affiliate is often closely identified with the University, if not in fact, at least in the perception of citizens, alumni, and contributors to the support and development of the University; and

WHEREAS, the University recognizes that gifts coming to the Affiliate are made with thoughtful care and with great affection for and devotion to the University for the purpose of supporting the University's institutional goals, including its instruction, research and public service missions and its students, faculty and staff; and

WHEREAS, the Affiliate renders invaluable support to and works very closely with the University; and

WHEREAS, the Affiliate and the University recognize their mutual interest in guarding against even the appearance of impropriety in their activities; and

Affiliation Agreement

WHEREAS, it is, therefore, prudent and beneficial for the University and this Affiliate to document clearly their relationship and their respective responsibilities and authority.

NOW, THEREFORE, recognizing the importance of an agreement between the parties on acceptable standards and procedures for the accounting and auditing of accounts of the Affiliate, while at the same time preserving the private and independent status of the Affiliate, the University and the Affiliate agree as follows:

The Affiliate's Relationship to the University

1. The Affiliate is a separately incorporated 501(c)(3) non-profit organization created to raise, manage, distribute, and steward private resources to support, advance, and promote the various missions of the University.
2. The Affiliate's board of directors is responsible for the control and management of all assets of the affiliate, including the prudent management of all gifts consistent with donor intent.
3. The Affiliate is responsible for the performance and oversight of all aspects of its operations based on a comprehensive set of bylaws that clearly address the board's fiduciary responsibilities, including expectations of individual board members based upon ethical guidelines and policies.
4. The Affiliate shall not engage in activities contrary to the objective of providing support to the University. Nothing herein is intended to limit the ability of the Affiliate to expend funds on its behalf to achieve the mutual goals of the Affiliate and the University.

Affiliation Agreement

The University's Relationship to the Affiliate

1. The University President or his/her designee should communicate the university's priorities and long-term plans to the Affiliate. The chief executive of the Affiliate should have regular, reasonable access to the University President or his/her designee and to other members of the President's senior administrative team for the purpose of being an active and prominent participant in strategic planning for the University.
2. The University recognizes that the Affiliate is a private corporation with the authority to keep all records and data confidential consistent with state and federal law, University policy or as mutually agreed-upon within this document.

Affiliate Responsibilities

Fund Raising

1. The Affiliate shall create an environment conducive to increasing levels of private support for the mission and priorities of the University.
2. The Affiliate, in consultation with the University President or his/her designee, is responsible for planning and executing comprehensive fund-raising and donor-acquisition programs in support of the institution's mission. These programs include annual giving, major gifts, planned gifts, special projects, and campaigns as appropriate. The Affiliate will also assist and coordinate with the University's development office for the operation, development, accounting, management, and marketing activities of these programs.

Asset Management

1. The Affiliate will receive, hold, manage, invest, and disperse contributions of cash, securities, and things of economic value of all kinds, including property, both real and intellectual, whether principal or income, tangible or intangible, including immediately

Affiliation Agreement

vesting gifts and deferred gifts that are contributed in the form of planned and deferred-gift instruments.

2. The Affiliate may serve as an instrument for entrepreneurial activities for the university and engage in such activities as purchasing, developing, or managing real estate for university expansion, student housing, or retirement communities. It also may hold licensing agreements and other forms of intellectual property, borrow or guarantee debt issued by third parties, or engage in other activities to increase foundation revenue with no direct connection to a university purpose.
3. The books and records of the Affiliate shall be kept in accordance with generally accepted accounting principles.
4. When the Affiliate has funds in excess of \$250,000 not needed for current year's operations, capital projects, or debt service of the Affiliate and its subsidiaries, the Affiliate's board of directors will establish asset investment policies that adhere to applicable federal and state laws, including the Uniform Prudent Investor Act (UPIA).
 - a. Donations that have specific directions or investment restrictions shall be invested by the Affiliate in its sole discretion, subject only to the specific directions or restrictions of the particular donation.
 - b. In accordance with Article 7, Section 14 of the Louisiana Constitution, no funds or property of the university may be donated, loaned, or pledged to any Affiliate, unless the parties agree to a cooperative endeavor for a specific, defined project. In such an instance, the parties will enter into a cooperative endeavor agreement, which must be approved by the UL Board of Supervisors and, if applicable, the Division of Administration.

Affiliation Agreement

- c. The University may choose to use the Affiliate's management expertise regarding the maintenance of investment portfolios to assist the University with its Endowed Chair and Endowed Professorships Program. Should the University and the Affiliate agree to this arrangement, they will enter into a Funds Management Agreement. In accordance with the Funds Management Agreement, the Affiliate shall comply with the Board of Regents' Statement of Investment Policy and Objectives, which also includes specific audit requirements.

Affiliate Funding and Administration

1. The Affiliate has the right to use a reasonable percentage of the annual unrestricted funds and assess fees for services to support its operations.
2. The Affiliate shall reimburse, either directly or through in-kind services, the cost of housing, personnel, which personnel shall remain public servants for all purposes, and other support furnished to the Affiliate by the University, if any, pursuant to R.S. 17:3390(B)(3). Reimbursement of any amounts due to the University shall be remitted within 90 days of the date of purchase or services rendered. Amounts payable to the University at June 30th shall be remitted within 30 days to allow the University to accomplish timely fiscal year-end accounting close-outs.
3. Under no circumstances shall any of the net earnings or assets of the Affiliate inure to or be distributed to the benefit of its directors, officers, or other private persons, except that the Affiliate shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the overall purpose of the Affiliate.
4. The Affiliate shall be responsible for establishing and implementing a system of controls that ensure compliance with all applicable laws and regulations, specifically including state and federal laws regarding the non-profit, tax-exempt status of the entity.

Affiliation Agreement

a. Approved Expenses

- 1) All disbursements by Affiliate for administrative and operating expenses shall be in accordance with policies adopted by its governing board previously or within 120 days of this agreement (if no such written policy exists). Such policies shall provide for sound and prudent business practices, the payment or reimbursement of ordinary, necessary and reasonable business expenses, and the avoidance of conflicts-of-interests.
- 2) Any supplemental compensation and/or benefits for a University employee must be approved by the Board of Supervisors, upon recommendation of the University and System Presidents, before they are paid. Absent exceptional circumstances and approval by the System President, such compensation or benefits shall be paid through the University, not directly to the employee by the Affiliate. For purposes of this paragraph, supplemental compensation or benefits shall mean all compensation or benefits in addition to the base University compensation and benefits approved by the Board of Supervisors for duties performed for the University.
- 3) Reasonable travel, entertainment, educational benefits or reimbursements may be paid to a University employee (or authorized traveler, if applicable) in accordance with University policies and procedures. Payments may be made for such expenses within and above state limits when specifically approved by appropriate University administrators in accordance with University policy. Pending further specification of University policy, such expenses require approval of the employee's dean, vice president or other equivalent administrative official.
- 4) Reasonable moving or relocation expenses of a University employee may be paid only upon recommendation of the University President.
- 5) Any single payment of \$1,000 or more made to or on behalf of a university employee must be reported to the university on a quarterly basis. Supporting documentation must be made available to the university upon request.

b. Prohibited Expenses

- 1) Fines, forfeitures or penalties of a University employee may not be paid.
- 2) The Affiliate may not present gifts on behalf of a university employee nor reimburse university employees for gifts that are represented as having personally come from the employee.
- 3) Political contributions prohibited by applicable Internal Revenue Service Regulations or state laws and regulations may not be made or reimbursed. Accordingly, the Affiliate will not provide funds in any manner for university employees to endorse political parties or candidates, attend political fundraisers, participate in lobbying activities, etc.
- 4) Any expense or reimbursement that would create, under all the circumstances, a reasonable conclusion on behalf of the Affiliate that the benefit to the

Affiliation Agreement

individual University employee outweighs the benefit to the University may not be paid.

- 5) Any expense or reimbursement that would create, under all the circumstances, a reasonable conclusion on behalf of the Affiliate that the amount is extravagant or lavish beyond the appropriate University purpose may not be paid. While not necessarily controlling, reference should be made to regulations adopted by the Internal Revenue Service in connection with allowed business expenses.
 - 6) Funds shall not be disbursed in connection with contracts (or other agreements) between the Affiliate and a University employee unless justified in writing and with specificity demonstrating, among other justifications, that the proposed contractual duties with the Affiliate are not those which the employee should perform directly for the University. All such contracts must be approved by the University President in accordance with PPM FS-III.VII.-
 1. The requirements of the *Louisiana Code of Governmental Ethics* must also be considered by the Affiliate if the University employee (or a related person) has an ownership interest in a legal entity with which the Affiliate is considering contracting.
 - 7) Any expense or reimbursement request not described above as authorized (or through written joint amendment or clarification of this Agreement) shall not be paid to or on behalf of a University employee without specific recommendation of the University President.
5. The Affiliate's financial statements shall be audited annually in accordance with generally accepted auditing standards by an independent professional auditor who shall furnish to the University and the legislative auditor copies of the annual audit and management letter (including supplemental assurances) within six months of the Affiliate's fiscal year end.
- [R.S. 17:3390(D)(1)]
- a. The Affiliate's engagement letter with the independent CPA will require that the auditor provide supplemental assurances that the Affiliate has complied with specific requirements of the Affiliation Agreement that will be determined by the University President.
 - b. The National Collegiate Athletic Association (NCAA) requires that the University President submit a report that includes all athletic financial activity (both internal and external) to assist him/her in maintaining adequate oversight of and in

Affiliation Agreement

exercising control over financial activity of or on behalf of the University's intercollegiate athletics program. Therefore, the Affiliate's audited annual financial statements will include a supplementary schedule in a format provided by the University of all revenues, expenses and capitalized expenditures made to or on behalf of the University's intercollegiate athletics program.

- 1) The independent auditor's report will include assurances that this schedule is fairly stated in relation to the Affiliate's financial statements taken as a whole.
 - 2) If the Affiliate has no transactions relating to the University's athletics program, the notes to the financial statements will include a statement to this effect.
 - 3) The Affiliate will make available to the University's independent auditor any documentation that is required to enable that auditor to perform the supplemental procedures that are required by the NCAA for affiliated organizations.
- c. Any audit findings, audit exceptions, or any misuse of funds shall be reported to the Affiliate's Board of Directors, who shall maintain a written corrective action plan regarding the handling and resolution of such occurrences. A copy of this corrective action plan shall be provided to the University President. The Affiliate shall take appropriate corrective action to remedy such occurrences.
6. The Board of Supervisors for the University of Louisiana System may, at any time, review all accounting records, files, and documentation of the Affiliate that pertain to

Affiliation Agreement

payments made to or on behalf of university employees and/or university programs/projects. Notwithstanding the preceding requirements, the identity of donors to the Affiliate shall be exempt and not available for disclosure.

- a. Should the Board of Supervisors determine that a more in-depth review or audit of the Affiliate's records is necessary, the Affiliate will be instructed to contract for a agreed-upon procedures engagement with a CPA that is mutually acceptable to both the Affiliate and the Board. The ULS Board's Finance Committee Chairman will select the CPA to perform the engagement in the event that a CPA acceptable to both parties has not been identified within 60 days of the Board's initial written request for the agreed-upon procedures engagement.
- b. The Board's Finance Committee Chairman (or the System President, if so designated by the Board) will identify the agreed-upon procedures that will be performed and will approve the engagement agreement between the Affiliate and the CPA.

University Responsibilities

1. The University President will work in conjunction with the leadership of the Affiliate to identify, cultivate, and solicit prospects for private gifts.
2. The University shall accept funds from the Affiliate for the purpose of promoting the well-being and advancement of the University and to develop, expand, and improve the University's curricula, programs, and facilities so as to provide greater educational advantages and opportunities; encourage teaching, research, scholarship, and service; and

Affiliation Agreement

increase the University's benefits to the citizens of the State of Louisiana and the United States of America.

3. The University shall use such funds in accordance with the terms and conditions as may be imposed by testators and donors, within the limits of the law.
4. The University and the Affiliate shall have open communication regarding both the application of the policies set forth herein and mechanisms that would allow each party to better accomplish their common goals. The University President will bring any recommendations that arise from such discussions to the University of Louisiana System President for further consideration.

Terms of the Affiliation Agreement

1. This Affiliation Agreement is intended to set forth policies and procedures that will contribute to the coordination of mutual activities of the University and the Affiliate.
2. Either party may, upon 90 days prior written notice to the other, terminate this agreement. Notwithstanding the foregoing, either party may terminate this agreement in the event the other party defaults in the performance of its obligations and fails to cure the default within a reasonable time after receiving written show cause notice.
3. Should the University choose to terminate this agreement, the Affiliate may require the University to pay, within 180 days of written notice, all debt incurred by the Affiliate on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Affiliate choose to terminate this agreement, the University may require the Affiliate to pay debt it holds on behalf of the Affiliate in like manner.

Affiliation Agreement

- a. Should the University choose to terminate this agreement, the agreement shall continue in full force and effect until receipt by the Affiliate of the notice of termination, and any transactions entered into by the Affiliate prior to the receipt of such notice shall be binding upon the University. In such case, the Affiliate shall be prohibited from using the University's name to solicit donations or for any other purpose and shall not in any way represent to alumni, contributors, or the general public that said Affiliate is affiliated with the University.
 - b. Should any substantial misuse of funds or fraudulent activity on the part of the Affiliate be discovered, the University may, at its discretion, immediately terminate this agreement. In such case, the Affiliate shall be prohibited from using the University's name to solicit donations or for any other purpose and shall not in any way represent to alumni, contributors, or the general public that said Affiliate is affiliated with the University.
4. Should the Affiliate cease to exist, fail to maintain an affiliation agreement with the University, or the affiliation agreement is terminated by either party, all Affiliate funds, net of liabilities and contractual obligations, will become the property of the University or other University-affiliated organizations approved by the University in accordance with donor intent. The Affiliate will remit the funds to the University or to another Affiliate approved by the University using the timeline or schedule of transfers to be provided by the University.
5. Nothing in this Agreement shall be construed as to invalidate or restrict the Affiliate's private and independent status.
6. Whenever any notice or demand is required or permitted under this Agreement, such notice or demand shall be given in writing and delivered in person or by certified mail to the following addresses:

Affiliation Agreement

University: Louisiana Tech University
Dr. Jim Henderson
P.O. Box 3168, Campus Box 1
Ruston, LA 71272

Affiliate: Louisiana Tech University Alumni Association, Inc.
Attn: _____
P.O. Box 3183
Ruston, LA 71272

7. This agreement constitutes the entire agreement between the parties and shall be amended in writing, executed by all parties hereto.

IN WITNESS WHEREOF, the parties have caused this Affiliation Agreement to be executed by their duly authorized officers as of the day and date first above written.

WITNESSES:

LOUISIANA TECH UNIVERSITY

By: _____
Dr. James B.Henderson
President

WITNESSES:

LOUISIANA TECH UNIVERSITY ALUMNI
ASSOCIATION, INC.

By: _____
Printed Name:
By: _____
Printed Name:

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

FINANCE COMMITTEE

June 13, 2024

Item I.5. **McNeese State University's** request for approval to enter into a Lease Agreement with Sodexo Operations, LLC for the operation of Food Service Facilities.

EXECUTIVE SUMMARY

On December 15, 2023, McNeese State University released a Request for Proposals (RFP) to lease facilities for food service operations pursuant to R.S. 17:3361. The proposal deadline was February 22, 2024. The RFP solicitation was advertised in the official state journal, the local newspaper, and the LaPAC website of State Purchasing. A committee was established to review the proposals submitted in response to the RFP. Sodexo Operations, LLC was the only respondent. Sodexo's response to the RFP met the minimum requirements set forth by McNeese.

The Lease term is for ten (10) years and may be extended for variable additional periods by mutual agreement of the parties, not to exceed a total lease term of twenty (20) years. The lease space occupies:

- Rowdy's Dining Hall in Holbrook Student Union (2024-25)
- Retail Food Court in Holbrook Student Union Annex
- Coffeeshop Counter in Frazar Memorial Library
- Main Dining Hall in New Student Union (Effective 2025 or when construction is complete)

FINANCIAL TERMS:

For McNeese State University providing leased space to Sodexo, Sodexo will provide McNeese with the following financial considerations:

- Sodexo will pay \$350,000 annually for lease payments. Payments of \$87,500 will be made quarterly to McNeese State University.
- Sodexo will provide McNeese \$404,415, which will allow the University to reimburse its prior Food Service provider for the unamortized portion of its investment.
- Sodexo will provide McNeese with \$1,000,000 to be used to provide enhancements to the New Student Union project.
- Effective immediately, Sodexo will provide renovations and purchase equipment for use in the food service operation in an amount not to exceed \$100,000.

- At the beginning of year two of the lease agreement, Sodexo will provide McNeese with \$200,000 for mutually agreed-upon dining services enhancements.
- At the beginning of year two, subject to approval by McNeese State University, Sodexo will provide McNeese an additional \$300,000 for mutually agreed-upon retail dining enhancements.
- Sodexo shall pay McNeese a commission based on the Annual Net Sales Levels set forth in the following schedule:

FROM	TO	COMMISSION %	
Up to	\$800,000	7.0%	Of incremental revenue
\$800,001	\$900,000	8.0%	Of incremental revenue
\$900,001	\$1,000,000	9.0%	Of incremental revenue
\$1,000,001	\$1,100,000	10.0%	Of incremental revenue
\$1,100,001	\$1,200,000	11.0%	Of incremental revenue
\$1,200,001	And greater	12.0%	Of incremental revenue

- In-Kind contributions from Sodexo to McNeese shall be the following:
 - President’s Catering Fund - \$20,000 in complimentary catering will be provided each fiscal year.
 - SGA Catering - \$10,000 in complimentary catering will be provided each fiscal year.
 - Swipe Out Hunger - \$35,000 in meal swipes will be provided each fiscal year.
 - Late-Night Breakfast will be offered once per Fall and Spring semester in the main dining hall for up to 500 students.
 - Complimentary meal plans (Ultra Poke) will be awarded in the Fall and Spring semesters for students in the Reginald F Lewis Scholars Program, with a maximum of 6 active meal plans per academic year.
- Sodexo will pay McNeese 50% of the unused declining balance dollars, annually. Sodexo will establish an annual enhancement fund with McNeese and distribute the funds to the University by July 1 of each year commencing in 2025.
- Sodexo will incur the pre-opening one-time expense of \$213,000.
- Sodexo will establish an annual food service equipment maintenance and replacement fund with McNeese of \$50,000 per year. Sodexo shall deposit the funds into the food service equipment maintenance and replacement fund by October 1 of each year.

INTERIM MANAGEMENT FEE AGREEMENT:

McNeese's previous dining services provider (Chartwells) submitted written notice that it would terminate its agreement with the University effective after May 17, 2024. Therefore, prior to the full term's initiation as stated above, McNeese and Sodexo entered into an Interim Management Fee Agreement for the period from May 18, 2024 through June 30, 2024. The full Lease Agreement shall commence on July 1, 2024, to begin the initial ten-year term.

The Management Fee Structure is as follows:

- Sodexo shall collect and deposit any Gross Sales from the food/dining service, excluding meal plan sales. Sodexo shall pay Authorized Operating Expenses, defined in the contract, in connection with the Food/Dining Service. Any surplus or deficit shall be for McNeese's account.
- McNeese will pay Sodexo a management fee totaling two percent (2%) of authorized operating expenses.
- McNeese will pay Sodexo a general & administrative fee totaling two percent (2%) of authorized operating expenses.

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 McNeese State University's request to enter into a ten- (10) year Lease Agreement with Sodexo Operations, LLC for the operation of Food Service Facilities on the campus of McNeese State University.

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

BE IT FURTHER RESOLVED, that Dr. Wade Rouse, Executive Vice President and incoming President of McNeese State University, is hereby designated and authorized to execute any and all documents necessary to execute this Agreement.

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

Via Electronic Transmittal Only

May 23, 2024

President Richard J. Gallot, Jr.
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

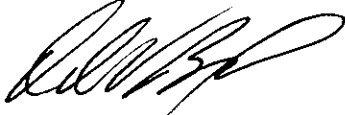
Dear President Gallot:

McNeese State University requests consideration and approval of the following to be placed on the agenda for the June 13, 2024 meeting of the Board of Supervisors:

Lease Agreement with Sodexo Operations, LLC for Food Service Facilities

Thank you for your assistance in this matter.

Sincerely,



Dr. Daryl V. Burckel
President

Attachment

LEASE AGREEMENT

STATE OF LOUISIANA

McNeese State University

Lease of Food Service Operations

1. CONTRACT

Be it known, that on this seventh (7th) day of May, 2024, *McNeese State University* (hereinafter sometimes referred to as "University" or "State") and *Contractor Operations, LLC, 915 Meeting Street, Suite 1400 North Bethesda, MD 20852* (hereinafter sometimes referred to as "Contractor") do hereby enter into this Contract under the following terms and conditions.

2. TERM OF CONTRACT

McNeese State University desires to enter into an agreement for a food service lease as allowed according to LA R.S. 17:3361 (A). The initial lease period will be for ten (10) years beginning July 1, 2024, and ending June 30, 2034 ("Initial Term"). The lease may be extended for variable additional periods by mutual agreement of the parties not to exceed a total lease term of twenty (20) years.

Prior to the initiation of the full term as stated above, McNeese State University and the Contractor entered into an Interim Contract as stipulated in Attachment 9 herein this agreement. The Interim Contract shall terminate upon June 30th, 2024, and the full Lease Agreement shall commence on July 1st, 2024 to begin the initial 10-year term.

3. PROGRAM REQUIREMENTS

The Contractor will deliver the item(s) and/or service(s) as described per attached in The Program Requirements, Attachment 2.

4. LIST OF DEFINITIONS

Accounting Period. A period of a calendar month, twelve (12) of which shall constitute an accounting year.

Agreement. Shall have the same meaning as Lease.

Branded Concepts. Food and beverage systems operated by Contractor through national and regional third-party license agreements or franchise agreements, subcontracts, or through Contractor's own in-house trademarked brands.

Catering. Food and beverage service for meetings, conferences, dinners, parties and other functions requested by University or a third party.

Charge. A fee established by Contractor for goods or services provided by Contractor.

Contract. Shall have the same meaning as Lease.

Expendable Equipment. Any expendable item used in the preparation and service of meals such as pots, pans, and cooking and serving utensils used in the Food Service.

Fiscal Year. July 1, 2024, through June 30, 2025 and each July 1st through June 30th thereafter during the term of this Agreement.

Food Service. The preparation, service and sale of food, beverages, including alcoholic beverages, goods, merchandise, and other items at the Premises as hereinafter set forth. Food Service shall include the following: Resident Dining Program, Retail Program, and Catering, as hereinafter described.

Gross Sales. All sales of food, beverages, goods, merchandise, and services in the Food Service, including sales taxes.

Invoiced Amount. The invoiced amounts to Contractor for goods and services, including food, beverages, merchandise, cleaning products, equipment, supplies, and other contracted services. Many of Contractor's manufacturers, suppliers and distributors provide rebates, allowances, and other payments to Contractor based on Contractor's purchasing commitments, aggregate growth incentives and other factors. Prompt payment discounts and all rebates, allowances and other payments obtained from manufacturers, suppliers and distributors, shall be retained by Contractor.

Lease. The agreement entered into between University and Contractor for the management and operation of Food Service at University's Premises.

Premises. University's Services facilities located at 4205 Ryan Street, Lake Charles, Louisiana 70605.

Services. The Food Service as further defined in this Agreement.

5. PERFORMANCE STANDARDS

Performance standards for food service operations at McNeese State University should include the following:

- **Quality of Food:** The food served at McNeese State University should be of high quality and meet the expectations of students, faculty, and staff. This includes the taste, presentation, and nutritional value of the food.
- **Safety and Sanitation:** Food service operations should comply with all local, state, and federal regulations regarding food safety and sanitation. This includes proper food storage and handling, as well as maintaining a clean and sanitary environment.
- **Customer Service:** Food service personnel should provide excellent customer service to all guests, including students, faculty, staff, and visitors. This includes being friendly, attentive, and responsive to customer needs and concerns.
- **Efficiency:** Food service operations should be efficient and timely, with minimal wait times for customers. This includes proper staffing levels, effective use of technology, and streamlined processes for ordering and payment.
- **Sustainability:** Food service operations should be environmentally sustainable, with a focus on reducing waste, conserving energy, and using local and organic ingredients when possible.

- Innovation: Food service operations should be innovative and responsive to changing trends and customer preferences. This includes offering new and unique menu items, as well as incorporating new technologies and processes to improve efficiency and customer service.

By establishing clear performance standards in these areas, McNeese State University can ensure that its food service operations are of the highest quality and meet the needs and expectations of its customers.

5.1 PERFORMANCE REQUIREMENTS

Performance requirements include:

- Provide a variety of nutritious and high-quality food options that meet the dietary needs and preferences of students, including vegan, vegetarian, and gluten-free options as agreed upon in the executed contract agreement.
- Ensure all ingredients are fresh and locally sourced, when possible, with an emphasis on sustainable and environmentally friendly practices.
- Maintain a clean and sanitary dining environment, with regular cleaning and sanitation of all surfaces and equipment.
- Provide friendly and attentive customer service, with staff who are knowledgeable about the menu and available to address any concerns or questions.
- Offer affordable pricing options, including meal plans and discounts for students with financial need.
- Provide convenient and flexible hours of operation that accommodate the schedules of students with varying class and work schedules.
- Continuously gather and evaluate feedback from students to improve the dining program and address any concerns or issues.
- Implement a system for tracking and reducing food waste, such as composting or donating excess food to local charities.
- Offer educational programming and resources to promote healthy eating habits and nutrition education for students.

5.2 PERFORMANCE MEASUREMENT

The Contractor's compliance with the outlined performance requirements will be measured with the "My Field Audits" application; a mobile tool designed to streamline the process of conducting on-site audits. The application allows field auditors to easily collect data, including photos and notes, and to submit their findings in real-time. The tool is customizable to accommodate a variety of audit types and includes features such as automatic report generation and data analytics. With the application, the University and the Contractor will efficiently and effectively manage their food service program, saving time and resources while ensuring compliance with the agreed upon terms of the contract.

The Contractor is required to submit audits as stipulated by the Minimum Menu Requirements in Attachment 3 for each meal period (Breakfast, Lunch, Dinner & Late Night) in The Eatery at Rowdy's (Years 1 & 2) and The New Student Center (Years 3-10). These audits will be submitted weekly or as mutually agreed upon between parties. Requirements for using the application include but will not be limited to:

- A mobile device with the application installed.
- Access to the internet to submit data in real time.

- Training on how to use the application and conduct on-site audits.
- Knowledge of the specific audit type.
- Ability to take photos and notes during the audit process.
- Understanding of how to generate reports and analyze data using the application.

4.3 ENFORCEMENT:

Unless otherwise agreed to in writing between the Parties, beginning in year 2 of this Agreement, if for any meal period the My Field Audits produces a score of sixty (60) percent or less (40 percent of menu items are not being served in in any form being made available to students), Contractor shall be penalized ten (10) percent of the billed meal plan revenue for said meal period.

6. RESPONSIBILITIES OF THE CONTRACTOR

6.1 PROCUREMENT

Food and Supplies – The Contractor shall procure and assume monetary responsibility for all food and food supplies utilized by the University under this agreement. Upon termination or expiration of this Agreement, University shall purchase from Contractor, or shall cause the successor contractor to purchase from Contractor, any remaining inventory at Contractor's Invoiced Amount. Contractor shall hold suppliers of food and food products to high degree of quality, control, and sanitation standards. The University reserves the right to inspect suppliers utilized by Contractor. The University shall provide an adequate initial inventory level of expendable equipment items such as china, silverware, glassware, serving trays, salt and pepper shakers, pots, pans, and kitchenware. Contractor must maintain the inventory levels at its expense. New items or increase inventory level requirements shall be the Contractor's responsibility.

Smallwares and Expendable Equipment - The Contractor shall purchase all necessary Expendable Equipment and Smallwares. Title to all such Expendable Equipment and Smallwares shall rest solely with the University. The Contractor shall list Expendable Equipment and Smallwares as "Operating Expenses." The Contractor shall reconcile all Expendable Equipment and Smallwares annually owned by University and shall jointly agree to required inventory levels. Contractor shall maintain the required inventory levels and charge the expense of replacements as an operating expense. All inventory, including replacements, shall be owned by University. Reconciliation of inventories should be on an annual basis at the end of each fiscal year.

University acknowledges that Contractor shall utilize its own supplier network for the provision of food, beverages, supplies, and services in the performance of its obligations hereunder. University understands that Contractor has entered into agreements with many vendors and suppliers of products and services which (i) give Contractor the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products and/or services purchased by Contractor for or on behalf of University. University shall not require Contractor to use products and/or services from non-Contractor approved vendors.

The general minimum purchase specifications that must be adhered to by the Contractor shall include but are not limited to:

- All meats, meat products, poultry, poultry products, and fish must be Government inspected.
- Beef, lamb, and veal shall be U.S.D.A. Grade Choice or better.
- Pork shall be U.S. No. 1.
- Poultry shall be U.S. Government Grade A.
- Fresh fish and seafood shall be top grade; frozen fish and seafood shall be a nationally distributed brand, packed under continuous inspection of the U.S.D.A.
- Dairy products:
 - Cage-free Eggs – fresh U.S.D.A. or State graded “A”
 - Butter – U.S.D.A. Grade “A” (92) score
 - Cheese – U.S.D.A. Grade “A” for all graded cheese
 - Milk and Milk Products – U.S.D.A. Grade “A”
- Fresh fruits and vegetables – U.S.D.A. fancy to U.S.D.A. Number “1” shall be used for all graded fresh vegetables and fruit as a minimum specification.
- Dry stored items and canned goods – Grade “A” fancy.
- Frozen fruits and vegetables – U.S.D.A. Grade “A”.
- All food items shall be procured in accordance with NACUFS Professional Standards Manual, Section VII, and Systems for Quality Assurance.

Equipment Inventory

The Contractor is allowed the use of the existing University inventory of dining service-related equipment and supplies in their performance of the lease. Inventory will be taken prior to the commencement of the lease term to establish the equipment and supply items and levels. Said inventory will be conducted jointly by the University and The Contractor in order to establish an agreed upon inventory. Such inventory shall remain University property through the initial term of the lease. At the conclusion of the lease, said inventory shall remain with the University, normal wear and tear excepted.

Additionally, the following shall apply:

- No University owned equipment shall be removed or disposed from the premises for any purpose without the prior approval of the University and Property Control Office.
- The inventory list of the University owned equipment shall be binding upon the parties. Based thereon, The Contractor shall maintain current records of equipment furnished for their use, indicating the additional, replacement, and/or removal of University owned equipment in accordance with Louisiana Property Control regulations. Obsolete or nonoperational equipment shall be reported by Contractor to Property Control office for proper disposal of equipment. This shall include the completion of an annual property inventory.
- At the time of termination of the lease or extension thereof, or in the event of termination for cause or convenience, as described in the lease, all University owned equipment or equipment purchased by Contractor and ownership transferred to the University, shall be returned to the University in good condition; normal wear and tear excepted.
- All equipment, furniture and/or fixtures in use by Contractor shall be the responsibility of the Contractor. Any items lost, stolen, or damaged through negligence or abuse shall be replaced at the Lessee’s expense with ownership retained by University.

Equipment Provided by the Contractor

Subject to written approval by the University, any equipment not furnished by the University and deemed necessary by the Contractor must be provided by the Contractor. All equipment provided (and owned) by the Contractor shall remain the Contractor's property, until expiration of the Contract at which time the University reserves the option to purchase some or all of the Contractor's equipment at fair market value. As used herein, fair market value shall mean the price a business, property or other asset would sell for in an open and competitive market.

6.2 EMERGENCY PREPAREDNESS

The Contractor shall execute an emergency preparedness plan for Dining Services. This plan shall include details on how the Contractor will continue to provide food services in the event of an emergency, including how the Contractor will ensure the safety and well-being of their staff, as well as how they will communicate with students and other stakeholders about any changes to food service operations. This plan shall outline any special procedures or protocols that will be put in place during an emergency, such as food storage and handling, and any additional resources or equipment that may be needed. The plan will consider a range of potential emergency scenarios, including natural disasters, power outages, and other disruptions to normal operations.

The emergency preparedness plan shall include a clear chain of command and identify key staff members who will be responsible for implementing the plan. This includes designating roles and responsibilities for all staff members and ensuring that everyone is aware of their role in the event of an emergency.

It is also important that the plan is regularly reviewed and updated to reflect any changes in the organization or any new information relating to emergency preparedness. Regular drills and training sessions will be conducted to ensure that all staff members are familiar with the plan and are prepared to implement it in the event of an emergency.

The plan shall be easily accessible to all staff members and stakeholders, and there will be clear communication channels in place to ensure that everyone is kept informed of any changes or updates to the plan.

Overall, a thorough and well-developed emergency preparedness plan for Dining Services is essential to ensure the safety and well-being of all staff members and stakeholders during an emergency.

In addition to the criteria mentioned, the emergency preparedness plan shall address the following specific areas:

- Food safety and sanitation: The plan outlines procedures for ensuring food safety and sanitation during an emergency. This includes guidelines for food storage and handling, as well as protocols for maintaining proper temperatures and preventing cross-contamination.
- Food supply and inventory: The plan will include details on how Dining Services will manage their food supply and inventory during an emergency. This includes procedures for ordering, receiving, and storing food, as well as strategies for managing limited resources.

- **Communication:** The plan will outline a comprehensive communication strategy that includes how information will be disseminated to staff members, students, and other stakeholders during an emergency. This includes identifying communication tools and channels that will be used to provide updates and instructions.
- **Staff training and readiness:** The plan will include details on how Dining Services will train their staff members on emergency procedures and ensure they are prepared to respond to an emergency. This includes conducting regular training sessions and drills, as well as ensuring that staff members are familiar with their roles and responsibilities.
- **Partnerships and collaborations:** The plan will identify potential partnerships and collaborations with other departments or organizations that could assist Dining Services during an emergency. This includes identifying resources and support that could be provided by other organizations, as well as establishing communication channels and protocols for working together.

By addressing these areas, Dining Services can ensure that their emergency preparedness plan is comprehensive, effective, and responsive to the needs of their staff members, students, and other stakeholders.

See Attachment 8: Disaster Preparedness Guide

7. CLEANING AND SANITATION

The Contractor shall maintain, at all times, the University's food facilities in a clean and sanitary manner in accordance with all federal, state, and municipal laws, codes, and regulations. The Contractor will train all employees to follow a "clean-as-you-go" policy. The food facilities are subject to inspection by City, County, and State authorized health department officials, fire department, and other agencies relative to safety requirements.

The Contractor shall not use the drain disposals to dispose of food particles. Dishes and smallware must be wiped off into appropriate waste receptacles prior to washing.

The Contractor is responsible to notify the Contract Administrator, in writing, of any known violations which, under terms of the Contract, University carries the responsibility to correct.

If the Contractor notices any condition which is unsafe, unhealthy, or in any other way would cause an accident, the University shall make or cause to be made appropriate repairs to remedy the condition. Amounts expended will be deducted from the Equipment Maintenance & Replacement Fund. If correction of the condition will take more than routine attention, then the Contractor agrees to notify the Contract Administrator immediately.

The Contract Administrator shall be notified immediately of any accidents or safety hazard. The Contractor and its employees, agents, or subcontractors agree to abide by and practice all University and local safety standards and regulations, including adherence to the minimums of the University's safety protocols. The Contractor shall take all necessary and proper precautions to protect the safety of employees and other persons and to protect all property from any damages from whatever cause. Contractor shall comply with all federal, state, and local safety regulations to include but not limited to E.P.A., D.E.P., D.O.T. and O.S.H.A. mandates and regulations. Contractor will be responsible for all federal, state and local permits in connection with services they provide. The Contractor shall be responsible for any violation of any regulation issued there under and shall immediately

remedy any conditions giving rise to such a violation. The Contractor shall defend and hold the University, its officers, trustees, and employees harmless from any fine, penalty, or liability in connection therewith.

If the Contractor does not maintain an "A" rating with the Health Department and fails to achieve an "A" rating within thirty (30) days of being notice, the Contractor will pay the University \$5,000 a month until the issues are resolved, and the grade is changed to an "A".

The Contractor and any subcontractors shall give access to the authorized representatives of the Secretary of Labor for the purpose of inspecting or carrying out any of the Secretary's duties under the Occupational Safety and Health Act of 1980, as amended. The Contractor shall be responsible for any violation of the Act, or any regulation issued there under and shall immediately remedy any conditions giving rise to such a violation. The Contractor shall defend and hold the University, its officers, trustees, and employees harmless from any fine, penalty, or liability in connection therewith.

The Contractor will provide certain custodial services and certain general building and equipment maintenance as listed below. Those custodial services that require 3rd party vendors to complete, as determined by Contractor and University, will be engaged by Contractor and paid for from the "Equipment Maintenance & Replacement Fund." The cost of building and equipment maintenance or repairs resulting from the negligent acts or omissions of the Contractor, or its employees shall be paid by the Contractor.

The Contractor shall adhere to the following minimum standards and guidelines in the preparation, production, and service areas:

The University shall provide for payment of utilities and normal trash disposal service as part of routine building operations related to the lease payment agreement. Contractor shall provide payment for grease trap cleaning, pest control services, daily dining, and food production area cleaning. The Contractor shall create, in consultation with the University, appropriate schedules for accomplishment of such services, and shall further provide evidence on an annual basis that such custodial/maintenance functions are being appropriately performed.

Food Hood Inspections will be scheduled and paid for by McNeese State University Facilities Environmental Health and Safety Office. This inspection is required twice per year and will be scheduled with input from the contractor.

Cleaning of hoods and vents listed below, complete system from hood to roof, will be scheduled by the Contractor (minimum of twice per year).

- 4 vent hoods in the main dining hall (current student union)
- 3 vent hoods in retail locations
- 1 in the kitchen at the Legacy Center
- 7 vent hoods in the new Student Union

The cleaning will be coordinated with McNeese State University Facilities Environmental Health and Safety Office prior to the semi-annual Food Hood Inspections. Amounts expended will be deducted from the Equipment Maintenance & Replacement Fund each year. Once the annual Equipment Maintenance & Replacement Fund is depleted, University shall be responsible for cleaning of hoods and vents.

The University's custodial team shall strip, clean, and wax all dining room area floors (residential dining room, retail food court dining room, retail coffee shop dining room) two (2) times per year (August and December) and will schedule such work in consultation with the Contractor to minimize interruptions to the Contractor's business operations. Amounts expended for hood and vent cleaning pursuant to this paragraph will be deducted from the Equipment Maintenance & Replacement Fund.

Contractor shall make same day notification to the University regarding University-owned and maintained equipment failures and repair needs. Non-emergency problems occurring at night and on weekends shall be reported by the Contractor to the University by the next business day. The contractor shall report emergency failures immediately to appropriate University personnel.

If University's dish machine equipment becomes inoperative, requiring substituted use of disposables in lieu of reusable items, University shall reimburse Contractor for such disposables, at Invoiced Amount, until such time as the dish machine equipment is again operative. If electrical or equipment failure causes loss of refrigerated or frozen products, University shall reimburse Contractor for such loss, based on Invoiced Amount.

Residential and Retail Areas	Contractor Responsibility	3rd Party (Paid through Equipment Maintenance & Replacement Fund, subject to Section 9F.)
Back of the House and Vendor office Spaces		
Work area surfaces, walk-ins/freezers	X	
Daily sweeping and mopping of floors	X	
Kitchen flooring surfaces, including baseboards. At a minimum one time per year deep cleaning by third party contractor		X
Kitchen drains and troughs (no standing food debris)	X	
Kitchen restrooms and dressing/locker rooms		X
Kitchen office cleaning and trash	X	
Ovens/mixers/grills/fryers/transportation carts etc. (all kitchen equipment)	X	
Dish room and all associated equipment	X	
Dish room drains and troughs (no standing food debris)	X	
Slop sink (launder or change out mops daily)	X	
Cobweb corners of all walls & baseboards (6 feet below) Weekly	X	
Wash down walls (6 feet below)	X	
All storage room shelving, walls (6ft below), and floors	X	
Clean all internal windows which are reachable via step stool	X	
External window cleaning		X
Exhaust hood systems – External cleaning of hoods and vents (twice a year)		X
Loading dock, receiving and trash areas – Keep clean from spills, grease, debris, and water arising from Contractor's operations daily.	X	
Garbage and recycling – transport containerized garbage from work area receptacles to dock area containers.	X	
Ice Machines to be emptied and cleaned monthly	X	
Garbage and recycling – Clean and sanitize work area trash receptacles as needed to keep them clean and free of debris.	X	

Garbage and recycling – Provide own grease dumpster for the food service operations.	X	
Janitors' closets – Clean and sanitize daily	X	
Front of the House		
Clean booths, tables & chairs daily and through service.	X	
Dining area floors – clean as needed, vacuum and mop daily.	X	
Carpet shampooing – up to 2 times per year		X
Deep clean of dining area floors – Waxing and buffing Semi-Annually		X – strip and wax of the common areas
External windows		X - 2 times a year
Internal windows & windowsills - dining areas where reachable (6ft under)	X	
Track mats	X	
Lights - clean fixtures below a typical 6 foot reach	X	
High dusting (cleaning above a typical 6-foot reach)		X- 2 times a year
Removable Vents in hoods	X	
Air conditioning vents (above 6 feet)		X- dust monthly
Walls - dining area 6 feet and below	X	
Walls - serving areas 6 feet and below	X	
Dusting flat surfaces	X	
Door glass	X	
Pull trash in interior trash cans, exterior trash cans should be monitored and reported to housekeeping	X	
Cobweb removal	X	
Maintenance		
Lights - change bulbs (such as table lamps, heat lamps and service line lighting and refrigeration equipment)		☒
Lights - large hanging industrial & exterior lights		X
Exhaust hood systems - Internal deep cleaning of all exhaust hood duct, plenum chambers, and roof fans Twice annually	☒	

Light fixtures – cleaning of all light fixtures in coolers and freezers	X	
Cleaning and light bulb replacement of all light fixtures 6 feet or lower.		X
Cleaning and replacement of bulbs over 6 feet.		X
Replacement of all water filters	X	
Floor repair, buffing and renovation		X

8. REMUNERATION

A. Board Rates: The table below “Sliding Scale” outlines the proposed price per student per day for each meal plan (See Attachment 6: Meal Plans) based on 226 board days. Reference Attachment 7: Board Day Calendar.

Commencing on July 1, 2025, and annually thereafter, the meal plan rates and other meal rate(s), and retail pricing, excluding national retail brands, shall be reviewed and any increases shall not exceed the percentage increase in the Regional Consumer Price Index - Food Away From Home, averaged for the twelve (12) month period preceding December 31, 2024 and each December 31st thereafter during the term of this Agreement. Yearly updates to board rates are subject to approval by the University of Louisiana System Board of Supervisors by April of each year. National branding price increases shall be in accordance with such brand requirements.

SLIDING SCALE:

Ultra-Poke Unlimited Meal Plan - Fall 2024/Spring 2025		
Participants / Semester		
From	To	Daily Rates
350	and below	to be negotiated
351	375	\$24.39
376	400	\$23.67
401	425	\$23.09
426	450	\$22.64
451	475	\$22.30
476	500	\$22.08
501	525	\$21.88
526	550	\$21.69
551	575	\$21.52
576	600	\$21.35
601	and above	to be negotiated

FY 2025		McNeese State University			
Meal Plan Enrollment Worksheet					
Meal Plan Revenue	Plan Participants	Cost Per Student Per Day incl. DB	Total Anytime Dining Days	Total DB Pool	Total Dining Revenue excl. DB
Ultra-Poke: Unlimited meal swipes / \$285 DB *	490	\$ 22.08	226.0	\$ 279,300	\$ 2,151,100.00
Rowdy: 10 meal swipes per week / \$285 DB	91	\$ 14.60	226.0	\$ 51,870	\$ 248,430.00
Kicker: 5 meal swipes per week/ \$300 DB	127	\$ 9.73	226.0	\$ 76,200	\$ 203,200.00
Wrangler: \$550 DB	20	\$ 550.00	2.0	\$ 22,000	
Commuter: \$150 DB	3,500	\$ 150.00	2.0	\$ 1,050,000	
Lasso: 15 meals swipes / \$100 DB	100	\$ 11.45	226.0	\$ 20,000	\$ 238,872.73
Saddle: 10 meal swipes / \$175 DB	50	\$ 11.23	33.0	\$ 17,500	\$ 1,032.50
Unlimited Drink Club: Unlimited drinks only	75	\$ 87.50	2.0		\$ 13,125.00
Totals	4,453			\$ 1,516,870.00	\$ 2,855,760.23

* Daily rate for Ultra-Poke based on sliding scale for 490 participants

Unused DCB/Flex shall roll over from the Fall semester to the Spring semester, provided that the meal plan participant purchases a meal plan for the Spring semester. Fifty percent (50%) of any unused DCB/Flex remaining at the end of each Spring semester shall be forfeited and shall be for Contractor's account and the remaining fifty percent (50%) shall be used to establish an Enhancement Fund pursuant to Section 8, Paragraph D.

University grants Contractor the exclusive right to provide University with meals related to meal plans, debit card points, and flex points for University to resell to its students, faculty and staff at a specified rate per meal or daily rate.

B. Door Rates:

The Open-Door rates for cash, credit, debit, and declining balance at the residential dining locations effective August 1st, 2024, through May 17th, 2025, are as follows:

Internal Rates (exclusive to students, staff, and faculty)

- Breakfast: \$7.95
- Lunch: \$8.95
- Dinner: \$8.95
- Brunch: \$8.95

Plus, applicable taxes if any.

External Rates (e.g., off-campus visitors)

- Breakfast: \$8.95
- Lunch: \$9.95
- Dinner: \$9.95
- Brunch: \$9.95

Plus, applicable taxes, if any.

The Open-Door rates stated above are applicable for fiscal year 1 of this agreement. After fiscal year 1, prices are subject to increase by at least \$1, with final increase being subject to negotiation between Contractor and University.

C. Commission Payment on Sales: For the term of the lease the Contractor shall pay the University a commission percentage for the following:

- Cash and credit card sales.
- Catering sales.
- Conference sales.

Contractor shall pay University the commission based on the Annual Net Sales Levels set forth in the following schedule:

Annual Net Sales Levels		Commission
Up To	\$800,000	7.0% of total annual Net Sales
\$800,001	\$900,000	8.0% of total annual Net Sales
\$900,001	\$1,000,000	9.0% of total annual Net Sales
\$1,000,001	\$1,100,000	10.0% of total annual Net Sales
\$1,100,001	\$1,200,000	11.0% of total annual Net Sales
\$1,200,001	and greater	12.0% of total annual Net Sales

By way of example, if total annual Net Sales from cash and credit card sales, catering and conferences equal \$850,000, University's annual commission payment would total \$60,000, calculated as follows:

$$\begin{aligned}
 & \$800,000 \times 7\% = \$56,000 \\
 & \$ 50,000 \times 8\% = \$ 4,000 \\
 & \text{Total} \qquad \qquad = \$60,000
 \end{aligned}$$

FROM	TO	COMMISSION %	
Up to	\$800,000	7.0%	Of incremental revenue
\$800,001	\$900,000	8.0%	Of incremental revenue
\$900,001	\$1,000,000	9.0%	Of incremental revenue
\$1,000,001	\$1,100,000	10.0%	Of incremental revenue
\$1,100,001	\$1,200,000	11.0%	Of incremental revenue
\$1,200,001	And greater	12.0%	Of incremental revenue

1. Contractor shall prepare a statement of sales and the commission for each Accounting Period and shall submit such statement with any payment due to University for such Accounting Period.

2. Contractor shall pay the commission due to University at the appropriate

settlement time; however Contractor shall first offset against such commission any past due amounts owed by University to Contractor, including interest charges.

9. LEASE PAYMENT, CAPITAL INVESTMENTS AND FUNDS

A. Annual Lease Payment. A total of \$350,000 will be paid annually by Contractor for the lease payments. Payments of \$87,500 will be made quarterly to the University.

B. Capital Facility Investments:

i. Within fifteen (15) days following execution of this Agreement, Contractor shall provide to University a check in the amount of Four Hundred Four Thousand Four Hundred Fifteen Dollars (\$404,415.00), which will allow University to reimburse its prior Food Service provider for the unamortized portion of its investment ("Investment -1"). Contractor shall amortize the Investment-1 on a straight-line basis over the remainder of the Initial Term, commencing with the date the check is provided to University. Such amortization shall be included as an Authorized Operating Expense of the Food Service. University shall own the Investment-1.

ii. On or about January 1, 2025, Contractor shall provide to University a check in the amount of One Million Dollars (\$1,000,000.00) to be used to provide enhancements to the Student Union ("Investment-2") Contractor shall amortize the Investment-2 on a straight-line basis over the remainder of the Initial Term, commencing with the date the check is provided to University. Such amortization shall be included as an Authorized Operating Expense of the Food Service. University shall own the Investment-2.

iii. Contractor shall provide renovations and purchase equipment for use in the Food Service operation in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) ("Investment-3"). Contractor shall amortize the Investment-3 on a straight-line basis over the remainder of the Initial Term, commencing with the date the equipment is placed in service or renovation commences, as the case may be. Such amortization shall be included as an Authorized Operating Expense of the Food Service. University shall own the Investment-3, excluding proprietary equipment and signage utilized in the Food Service operation.

iv. On July 2025, Contractor shall write a check to the University Two Hundred Thousand Dollars (\$200,000.00) for mutually agreed upon dining services enhancements ("Investment-4"). Contractor shall amortize the Investment-4 on a straight-line basis over the remainder of the Initial Term, commencing with the date the equipment is placed in service or renovation commences, as the case may be. Such amortization shall be included as an Authorized Operating Expense of the Food Service. University shall own the Investment-4, excluding proprietary equipment and signage utilized in the Food Service operation.

v. On or about July 2025, subject to approval by the University, Contractor shall provide to University in the form of a check Three Hundred Thousand Dollars (\$300,000.00) for mutually agreed upon retail dining enhancements ("Investment-5"). Contractor shall amortize the Investment-5 on a straight-line basis over the remainder of the Initial Term, commencing with the date the check is provided to University. Such amortization shall be invoiced to University on June 1st on an annual basis throughout the

remaining term of the contract. The first such payment being due on the immediately following June 1st after the check is provided. University shall own the Investment-5, excluding proprietary equipment and signage utilized in the Food Service operation.

If prior to the complete amortization of any of the Investments referenced herein any of the following events occur:

- (i) This Agreement expires or is terminated in whole;
- (ii) This Agreement is amended and such modification has an adverse economic impact on Contractor; or
- (iii) Contractor's procurement programs are no longer utilized for the purchase of goods in connection with the Services provided under this Agreement;

then University shall reimburse Contractor, no later than fifteen (15) days after Contractor's last day of service at the Premises, the unamortized portion. University agrees to de-identify and, if applicable, remove any proprietary elements of the Investments as directed by Contractor. University shall, within five (5) days after Contractor's request, execute a U.C.C. financing statement and Contractor may put the same of record to secure its lien on the unamortized portion of the Investment.

The foregoing Investments are subject to the assumptions and other specifications set forth in Section 8: Remuneration.

C. In-Kind Contributions:

- President's Catering Fund - \$20,000 in complimentary catering will be provided each fiscal year with no annual increase.
- SGA Catering - \$10,000 in complimentary catering will be provided each fiscal year with no annual increase.
- Swipe Out Hunger – \$35,000 in meal swipes will be provided each fiscal year to the University with no annual increase.
- Late-Night Breakfast will be offered once per Fall and Spring semester in the main dining hall for up to 500 students.
- Complimentary meal plans (Ultra Poke) will be awarded in the Fall and Spring semesters for students in the [Reginald F Lewis Scholars](#) Program, with a maximum of 6 active meal plans per academic year.

The unused value of in-kind contributions will be forfeited at the end of the contract year.

D. Enhancement Funds:

The Contractor shall pay the University 50% of the unused Declining Balance dollars, annually. The Contractor shall establish an annual enhancement fund with the University. The Contractor shall distribute the funds to the University by July 1st of each year commencing in 2025. The University designee will maintain, with the cooperation of the Contractor, a detailed accounting of expenditures charged against the fund and will make the accounting available upon request within seven (7) business days. In the event any portion of this annual fund is not expended, the remaining balance shall be carried forward to succeeding operating year(s). Upon the expiration of this Agreement, any balance remaining in this fund (balance at the time the agreement is terminated, including the balance carried forward from previous years) shall be retained by the University.

E. Transition Cost:

The Contractor will incur the pre-opening one-time expense of \$213,000. The Parties agree that if there is an early termination of this Agreement by University without Cause, it would be difficult and impractical to determine Contractor's damages as a result thereof, including the unrecovered portion of pre-opening expense. Therefore, if this Agreement is terminated by University, without Cause, before June 30th, 2025, University shall pay Contractor as a termination payment, and not as a penalty, \$213,000, \$17,750 for each month between the termination date and June 30th, 2025.

F. Equipment Maintenance & Replacement Fund:

The Contractor shall establish an annual food service equipment maintenance and replacement fund with the University in the amount of \$50,000 per year. The Contractor shall deposit the funds into the food service equipment maintenance and replacement fund by October 1st of each year. The University designee will maintain, with the cooperation of the Contractor, a detailed accounting of expenditures charged against the fund and will make the accounting available upon request within seven (7) business days. In the event any portion of this annual fund is not expended, the remaining balance shall be carried forward to succeeding operating year(s). Upon the expiration of this Agreement, any balance remaining in this fund (balance at the time the agreement is terminated, including the balance carried forward from previous years) shall be retained by the University.

10. GENERAL ACCOUNTING

The Contractor shall operate on the basis of University's fiscal year (July 1 to June 30) consisting of twelve (12) accounting periods. All departmental charges (from Catering Services) must be submitted to the Contract Administrator with the monthly financial reports. The Contractor is to submit all invoices electronically utilizing protocols determined by McNeese State University. Invoices will be submitted monthly with no prepayment requirement. Invoices shall include substantiated reports for compensation of Dining Dollars transactions in Contractor operated facilities.

Within the fifteenth 15th working day following the close of each accounting period, the last day of the month, the Contractor shall furnish the Contract Administrator with a statement of gross sales and expenses in connection with the operation of the food facilities covered by the Contract, showing on a monthly and year-to-date basis the actual and budgeted food costs, labor costs (including the account manager), fringe benefits, payroll taxes, and expenses which are properly allocable to the operation. All operation statements shall be accompanied by respective commission payments to the University. Causes of abnormal revenue and expense deviations shall be noted by the Contractor as part of these statements. Any payment required by the Contractor if not paid within thirty (30) calendar days of the due date, shall bear interest at the rate of one and one-half percent (1.5%) per annum, but not greater than the rate allowed by law.

The Contractor shall not hold the University responsible for the serving of a student after it has been notified by the University in writing that the student has withdrawn from the meal plan and the student's meal plan has been deactivated. Upon receipt of an appropriate statement concerning the number of participants per day in each meal plan, the University shall pay the Contractor within thirty (30) calendar days of food and service.

The Contractor will report revenue in the form of a summary statement for all current and future food service venues on the campus including the following:

- Consolidated Revenue Statement
 - Meal Plans
 - Cash Sales
- Consolidated Revenue Statement
 - The Eatery at Rowdy's (Years 1-2)
 - Campus Restaurant (Years 3-10)
 - The Market @ The New Ranch (Years 1-2)
 - The Market @ The New Ranch (Years 3-10)
 - Pizza Hut (Year 2)
 - Grilled/Fry Factory & Slices
 - PJ's Coffee/Farmhouse (Year 2)
 - Einsteins`
 - We Proudly Serve
 - Catering
- Detailed Revenue Statements
 - The Eatery at Rowdy's (Years 1-2)
 - Campus Restaurant (Years 3-10)
 - The Market @ The New Ranch (Years 1-2)
 - The Market @ The New Ranch (Years 3-10)
 - Pizza Hut (Year 2)
 - Grilled/Fry Factory & Slices
 - PJ's Coffee/Farmhouse (Year 2)
 - Einsteins`
 - We Proudly Serve
 - Catering

The Contractor shall maintain inventory and shrinkage records, in a format specified by the University, of all Smallwares, and monthly inventory, purchase, and usage records of food, provisions, and supplies. The inventory shall be submitted to the Contract Administrator. On the anniversary date of the Contract or the termination date of the Contractor, a joint inventory of all equipment, Smallwares and Expendable Equipment shall be taken.

11. FINANCIAL REPORTS

The Contractor shall provide to the University detailed financial statements for each business unit in each business segment of this foodservice agreement upon request, to include:

- Total Revenue by category (i.e., cash, debit/credit, dining dollars, meal plan equivalences, board sales, departmental transfers)
- List the following expenses as a percentage of total revenues for said unit:
 - Cost of goods sold (food costs, beginning inventory plus purchases minus ending inventory)
 - Food cost of employee meals
 - Paper costs
 - Labor costs:
 - Wages and salaries

- Temporary workers
- Unit management
- Prime cost (cost of goods sold plus labor costs)
- Gross operating profit before indirect operating expenses

The Contractor shall maintain books and records in accordance with generally accepted accounting principles. The operating statement submitted by Contractor may reflect certain internal Charges and allocations, which are applied on a consistent basis to Contractor accounts. Contractor shall retain all such records for a period of Seven (7) years. This provision shall survive the termination of this Agreement.

12. PAYMENT TERMS

The Contractor shall bill the University on a monthly basis for all meal plans. Each invoice will detail the charges calculated based on the cost per student per day for each meal plan, multiplied by the number of students enrolled in said meal plan, and further multiplied by the number of board days within the respective billing period. The University shall remit to The Contractor the aggregate reimbursement within thirty (30) days of receipt of each invoice.

13. RIGHT TO OFFSET

At any time when the contractor is over fifteen (15) days past due on any payment obligations to the University, the University shall have the right to offset from any sums owed by the University to the contractor, all, or any portion of such outstanding receivables. At any time when University is past due on any payment obligations to Contractor, Contractor shall have the right to offset all or any portion of such outstanding receivables or any other sums due Contractor from University, from any amounts owed by Contractor to University or from any University funds being held by Contractor.

14. TAXES

The Contractor agrees that all applicable taxes are included in the Pricing Schedule. State agencies are exempt from all State and local sales and use taxes.

15. LATE PAYMENTS

Interest due by the University for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

16. TERMINATION

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

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

17. TERMINATION OF THIS CONTRACT FOR CAUSE

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

TERMINATION BY CONTRACTOR.

A. If the University breaches a material provision hereof ("Cause"), the Contractor shall give the University written notice of such Cause. If the Cause is remedied within thirty (30) days, the notice shall be null and void. If such Cause is not remedied within the specified period, the Party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to the Contractor at law or in equity.

B. In addition to all other rights set forth herein, the Contractor may terminate this Agreement, without prior notice, should any of the following events occur:

1. The filing of a petition pursuant to which an adjudication of bankruptcy is entered by University; or the entry of an order, judgment, or decree by a court of competent jurisdiction, on the application of a creditor, adjudicating University as insolvent or approving a petition seeking reorganization or appointing a receiver or an assignee for benefit of creditors, trustee or liquidator; or

2. The consent to an involuntary petition in bankruptcy or the failure to vacate, within sixty (60) days from the date of entry thereof, any order approving an involuntary petition by University.

18. TERMINATION OF THIS CONTRACT FOR CONVENIENCE

The University may terminate this agreement without cause upon no less than ninety (90) calendar days' written notice to Contractor.

The Contractor may terminate this agreement without cause upon no less than one hundred twenty (120) calendar days' written notice to University, so that it is effective at the end of the Spring semester. Alternatively, Contractor may terminate this Lease without cause upon no less than one hundred eighty (180) calendar days' written notice, so that it is effective at the end of the Fall semester. The University shall have up to fifteen (15) calendar days from Contractor's last day of services at the Premises to pay to Contractor the unamortized portion of the Investments.

19. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

20. CONTRACT MODIFICATIONS

No amendment or modification of the terms of this Contract shall be valid unless made in writing, signed by the parties, and approved as required by law. Email correspondence shall not qualify as a written document signed by an authorized signatory. No oral understanding or agreement not incorporated in this Contract is binding on any of the parties.

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

21. RENEGOTIATION AND AMENDMENT

The financial terms set forth in this Agreement and other obligations assumed by the Contractor hereunder are based on conditions in existence on the date the Contractor commences operations, including by way of example, the University's student population, labor, food, and supply costs; and federal, state, and local sales, use and excise taxes. Should these conditions change then the parties may mutually renegotiate the provisions of this Agreement to reflect such change.

If University (i) requires expansion of or reduction in the scope of Services, (ii) changes the use of Contractor's procurement program and/or (iii) requests (a) any change in the use of disposables (i.e., from non-biodegradable products to biodegradable products); (b) use of specialty products (e.g., use of locally produced products or supplies, organic products, etc.); or (c) additional management/resource personnel to conduct a specific function unrelated to the Services, and such change or request results in an increase or decrease in costs, Charges or expenses to Contractor, Contractor's compensation shall be adjusted by an amount equal to the projected change in costs, Charges or expenses plus five percent (5%) of such costs Charges or expenses for contribution to supporting overhead and profit from the date at which the change or request took effect.

22. OWNERSHIP

All records, reports, documents, or other material related to this Contract and/or obtained or prepared by the Contractor solely and exclusively for University in connection with the performance of the services contracted for herein shall become the property of the

University, and shall, upon request, be returned by the Contractor to the University, at the Contractor's expense, at termination or expiration of this Contract.

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

23. USE OF AGENCY'S FACILITIES

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

The Premises and equipment provided by University for use in the Services operation shall be in good condition and maintained by University to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). Any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of University and shall be at the University's expense. University agrees to indemnify Contractor against any liability or assessment, including related interest and penalties, arising from University's breach of the aforementioned obligations, and University shall pay reasonable collection expenses, attorneys' fees and court costs incurred in connection with the enforcement of such indemnity. The foregoing provisions shall survive the termination of this Agreement.

The Contractor shall be responsible for any loss or damage to property of the University which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the University in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the University, the Contractor shall notify the University thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the University all property of the University prior to settlement upon completion, termination, or cancellation of this Contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

24. WAIVER

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

25. WARRANTIES

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

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

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

26. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither Lessee nor Lessor shall be liable for the failure to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy-related closings, governmental rules or regulations, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Contract, to the extent that the safety and welfare of Contractor's employees are not jeopardized. University shall reimburse Contractor for any University-approved additional costs, Charges, and expenses incurred by Contractor in providing the Services, or modified Services, for the duration of the catastrophe, in accordance with the terms of this Agreement.

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

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

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) University's unauthorized modification or alteration of a Product, Material, or Service; (ii) University's use of the Product, Material, or Service in combination with other products,

materials, or services not furnished by Contractor; (iii) University's use in other than the specified operating conditions and environment.

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

For all other claims against the Contractor where liability is not otherwise set forth in this Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall not in any event exceed a cumulative amount equal to Two Million Dollars (\$2,000,000). Neither party shall be liable to the other for special, indirect, or consequential damages, including lost data or records, even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

27. INSURANCE AND BONDS

27.1 INSURANCE

Contractor will be required to provide the University with Certificates of adequate insurance indicating coverage required, (*in accordance with Attachment 2: Insurance Requirements in the RFP*). The Contractor shall maintain the insurance for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

27.2 PERFORMANCE BOND

Contractor will provide a performance (surety) bond in the amount of Three Hundred Fifty Thousand (\$350,000) to insure the successful performance under the terms and conditions of the contract negotiated between the successful Contractor and the State. Any performance bond furnished Shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a

Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed or authorized to do business in the State of Louisiana.

28. LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits and pay inspection fees required to do the work required to complete this Contract, if applicable. It is important to note that the Contractor is responsible for procuring alcohol permits for any food service events where alcohol will be served. This includes ensuring that all permits and licenses are up to date and in compliance with local laws and regulations.

Responsible Vendor Alcohol Service – The Contractor shall provide for non-exclusive responsible vendor alcohol service at University events occurring on and off the main campus upon request and according to terms mutually agreeable to the Contractor and the University. Contractor shall not provide alcohol service for any event or function occurring on University owned or controlled premises or property without the expressed, written permission of the University President. The Contractor acknowledges student event involving alcohol service provided by Provider are subject to advanced planning and coordination in conjunction with the chief student affairs officer or designee following approval of the University President.

Alcohol Service. Contractor shall have the exclusive right to sell and serve alcoholic beverages excluding beer, wine, and donated alcohol product distribution at McNeese Athletics events. Additionally, any previously enacted contracts with alcohol providers (e.g. Frosty Factory daiquiris) and/or products unable to be provided by the Contractor will be exempt. The contractor shall have the right to sell and serve alcoholic beverages at:

4205 Ryan Street, Lake Charles, Louisiana 70605

Contractor shall adhere to all applicable federal, state, local laws and regulations regarding the service of alcoholic beverages. Contractor shall not be obligated to serve alcoholic beverages to any person believed by any employee of Contractor to be under the legal age to consume alcohol, and shall have the right, as a condition of the serving of any alcoholic beverage, to require proof of age from any person requesting such

service. Further, Contractor shall have the right to refuse service of alcoholic beverages to any person who its employees believe to be intoxicated or otherwise impaired. University shall be responsible to provide security, as necessary, during the service of alcohol.

Alcohol Inventory. Contractor shall purchase and own all alcoholic beverage inventory. Upon termination or expiration of this Agreement, University shall purchase from Contractor, or shall cause the successor contractor to purchase from Contractor, any remaining alcoholic beverage inventory at Contractor's Invoiced Amount.

29. SEVERABILITY

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

30. SUBCONTRACTORS

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

31. SUBSTITUTION OF PERSONNEL

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

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

Any withholding of approval by University for the assignment of Contractor employees to the Services, or request by University for Contractor to remove any of its employees from the Services, shall be in writing, shall not violate applicable federal, state, or local employees, and shall be administered in accordance with the University's personnel policies.

32. ASSIGNMENT

This Agreement may not be assigned by either Party without the written consent of the other Party, except that either Party may, without prior approval and without being released from any of its responsibilities hereunder, assign this Agreement to any affiliate or wholly-owned subsidiary of such Party. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to

become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University.

33. CODE OF ETHICS

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

34. CONFIDENTIALITY

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

The University is required to follow the Louisiana Public Records Act, R.S. 44:1-44. The University will honor Contractor's request for confidentiality for those documents and related business practices which are not subject to release under the LA Public Records Act, R. S. 44:1-44.

34 CONTRACTOR TRADE SECRETS AND PROPRIETARY RIGHTS.

A. During the term of this Agreement, Contractor may grant to University a nonexclusive right to access certain proprietary materials of Contractor, including menus, signage, Services survey forms, software (both owned by and licensed to Contractor), and similar items regularly used in Contractor's business operations ("Proprietary Materials"). In addition, University may have access to certain non-public information of Contractor, including, but not limited to, recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, surveys and studies, and similar compilations regularly used in Contractor's business operations ("Trade Secrets"). Trade Secrets shall not include (i) any information which at the time of disclosure or discovery or thereafter is generally available to and known by the public or the relevant industry (other than as a result of a disclosure directly or indirectly by University), or (ii) any information which was available to University on a non-confidential basis from a source other than Contractor, provided that such source was not bound by an agreement prohibiting the transmission of such information, or (iii) any information independently developed or previously known without reference to any information provided by Contractor.

B. University shall not disseminate any Proprietary Materials or disclose any of Contractor's Trade Secrets, directly or indirectly, during or after the term of this Agreement. University shall not photocopy or otherwise duplicate any such material without the prior written consent of Contractor. All Trade Secrets and Proprietary Materials, including signage, service marks and trademarks, shall remain the exclusive property of Contractor and shall be returned to Contractor immediately upon termination or expiration of this Agreement.

C. Without limiting the foregoing, University specifically agrees that all software associated with the operation of the Services, including without limitation, menu systems, food production systems, accounting systems, and other software ("Third Party Product[s]"), is owned by or licensed to Contractor and not University. Furthermore, University's access or use of such software shall not create any right, title, interest, or copyright in such software, and University shall not retain such software beyond the termination of this Agreement. Data processed by the software shall remain the property of Contractor; however, at University's request, upon termination or expiration of this Agreement Contractor shall provide University with a copy of the data processed by such software in a format to be mutually agreed upon by the Parties.

D. The provisions set forth in this Section shall survive termination or expiration of this Agreement. In the event of any breach of the provisions set forth herein, Contractor shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.

35. Agreement Not to Hire.

University acknowledges that Contractor's salaried employees are essential to Contractor's core business of providing management services and are familiar with Contractor's operating procedures and other information proprietary to Contractor. Therefore, University agrees to not, without Contractor's prior written consent, solicit for employment, hire, make any agreement with any person who is or has been a Contractor salaried employee providing Services to University hereunder, within the earlier of one (1) year after such employee terminates employment with Contractor or within one (1) year after termination of this Agreement. The foregoing shall not apply to any former University manager hired by Contractor for management of the Services. Therefore, upon expiration or termination of this Agreement, University reserves the right to rehire any former University employees hired by Contractor.

Contractor acknowledges that University's salaried employees are essential to University's core business of providing services and are familiar with University's operating procedures and other information proprietary to University. Therefore, Contractor agrees to not, without University's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment in any college or university, within a fifty (50) mile radius of University's Premises, operated by Contractor, of any person who is or has been a University salaried employee within the earlier of one (1) year after such employee terminates employment with University or within one (1) year after termination of the Agreement.

The Parties also acknowledge that breach of the obligations set forth in this Section would irreparably harm the Parties business and leave the Parties without an adequate remedy at law, and that the Parties would be entitled to injunctive relief to enforce the terms of this Section. This provision shall survive termination of this Agreement.

36. CONTRACT CONTROVERSIES

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

37. RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of McNeese State University, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this Contract for a period of seven (7) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

38. RECORD RETENTION

The Contractor shall maintain all records in relation to this Contract for a period of at least seven (7) years after final payment.

39. CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

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

40. CONTRACTOR'S COOPERATION/CLOSE-OUT

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

41. SECURITY

Contractor's personnel will comply with all security regulations in effect at the University's premises, the Information Security Policy at <https://www.mcneese.edu/policy/information-security-program-policy/> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted, the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

42. COMMENCEMENT OF WORK

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

43. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair

Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

44. ANTI-KICKBACK CLAUSE

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

45. CLEAN AIR ACT

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

46. ENERGY POLICY AND CONSERVATION ACT

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

47. CLEAN WATER ACT

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

48. ANTI-LOBBYING AND DEBARMENT ACT

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

49. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with La. R.S. 39:1602.1, for any contracts with a value of \$100,000 or more and for any Contractor with five (5) or more employees, the Contractor certifies that it is not engaging in a boycott of Israel, and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

50. FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

51. HEADINGS

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

52. GOVERNING LAW

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

53. Electronic Signatures. The Parties agree that this Agreement and subsequent Amendments may be executed using electronic contracting technology using symbols or other data in digital form and agree that such electronic signature is the legal equivalent of a manual signature binding the Parties to the terms and conditions stated herein.

54. COMPLETE CONTRACT

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

55. ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated December 15, 2023, and the Contractor's Proposal dated February 22, 2024, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to Contractor's Proposal and finally, the RFP.

THUS DONE AND SIGNED on this seventh (7th) day of May, 2024, and, IN WITNESS WHEREOF, the parties have executed this Contract. This contract is not effective until executed by all parties and approved in writing by the University of Louisiana System Board, in accordance with Louisiana Revised Statute 17:3361.

WITNESSES' SIGNATURES:

CONTRACTOR SIGNATURE:

Heather T. Bacquie

By: Ronald J. Guillory

Ronald J. Guillory

Title: Senior Vice President

Senior Vice President

THUS DONE AND SIGNED on this seventh (7th) day of May, 2024, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

MCNEESE STATE UNIVERSITY SIGNATURE:

Jessica Pausson

By: Wade Rousse

Dr. Wade Rousse

Title: _____

Executive Vice President & President-Elect

Attachment 1: Authorized and Unauthorized Operating Expenses

1.1 Authorized Operating Expenses

All costs, Charges and expenses incurred in connection with the Services including, but not limited to, the following:

- ◆ The invoiced amounts to Contractor for goods and services, including food, beverages, merchandise, cleaning products, equipment, supplies, and other contracted services. Salaries and wages for Contractor's employees.
- ◆ Payroll taxes.
- ◆ Employee benefits (including worker's compensation insurance).
- ◆ Uniforms.
- ◆ Trash removal services.
- ◆ Hazardous waste removal.
- ◆ Laundry (includes linen replacement).
- ◆ Smallwares.
- ◆ Expendable Equipment
- ◆ Paper supplies.
- ◆ Cleaning supplies.
- ◆ Office Supplies (e.g., postage, first aid supplies, etc.).
- ◆ Cost of licenses, permits and certifications, information systems, software, and software maintenance.
- ◆ Third party recruitment and placement fees, marketing and promotional or proprietary materials, uniforms and linen, flowers, decorations, decor, signage, overnight delivery, if necessary, minor equipment, repair and maintenance of Contractor-supplied equipment, sales, use and other taxes related to the Services (other than taxes collected and remitted by Contractor to a taxing authority), training expenses (including travel) for employees assigned to the Services, criminal background investigations and drug screenings for Contractor's employees assigned to the Services at the Premises.
- ◆ Commissions paid.
- ◆ Electronic meal program identification system supplies
- ◆ Administrative and General (e.g., telephone, permits/licenses, credit card service fees, and others that apply only to on-site expenses).
- ◆ Transportation costs (previously approved by the University) involved in moving goods, equipment, and supplies between locations on campus).

- ◆ Cost of Sub-Contracted services approved by the University (e.g., service Contracts, bank service).
- ◆ Charges for workers' compensation and general liability insurance based on the average manual rates for such insurance in the geographic area of the Premises and other insurance related to the Services provided herein.
- ◆ Armored car service.
- ◆ Miscellaneous pre-approved expenses such as employee recruiting and menu printing.
- ◆ Depreciation charges for any equipment purchased by the Contractor (with prior approval from the University) and brought on site.
- ◆ Amortization of the Investments referenced in Section 7 above.
- ◆ Equipment maintenance and service Contracts.
- ◆ Mashgin automated check-out.

1.2 Unauthorized Items of Expense

Expenses which are to be paid by the Contractor and are not to be included on the Contractors' statements or used to offset revenues include but are not limited to:

- ◆ Wages, salaries, employee benefits, and bonuses of home office employees and general administrative, executive, and management officers.
- ◆ Home office management costs such as general management overhead, transportation of management personnel, and any other indirect management costs as related to this Contract.
- ◆ Repairs necessary as the result of the acts or omissions of the Contractor or its employees.
- ◆ Monies or other property lost or stolen, either on or off University premises.
- ◆ Inventory interest or carrying cost, except those authorized in this Contract.
- ◆ Interest charges on any loans incurred by the Contractor, unless specifically authorized by the University.
- ◆ Travel expenses of all personnel above the Food Service Director

Attachment 2: Program Requirements

Residential Dining Facilities

The Eatery at Rowdy's (Years 1 & 2)

Type: Residential Dining Facility

Location: 375 Joe Dumars Drive, Lake Charles LA, 70609

Hours of Operation: Monday-Friday 7:00 a.m. – 8:30 p.m., Saturday–Sunday 9:30 a.m. – 7:00 p.m.

Anticipated Offline: 2026 facility will be taken offline and demolished.

Key Features: Continuous anytime dining and. Other key features include:

- Three full-service meal periods on Monday – Friday
- Two full-service meal periods on Saturday – Sunday (Brunch menu served in addition to not in replace of core menu/Dinner)

Concepts: The following concepts will be provided based on the minimum menu requirements during operating hours:

- Savory Custom Kitchen
- Simple Servings
- Mix: A Salad Experience
- Sizzle: Grill + Griddle
- Slices: Pizza + Such & Twists: Pasta Kitchen
- Stacked Deli Case
- Bliss: The Sweet Spot
- Sips: Drink Spot
- U-Cook Kitchen

See Attachment 3: Minimum Menu Requirements

See Attachment 5: Hours of Operation

New Student Center “Campus Restaurant” (Years 3-10)

Type: New-Build – Residential Dining Facility

Hours of Operation: Monday–Thursday 7:00 a.m. – 10:00 p.m., Friday 7:00 a.m. – 8:30 p.m., Saturday – Sunday 9:30 a.m. – 7:00 p.m.

Anticipated Online: Spring 2026 facility will be brought online.

Key Features: The new anytime-dining facility at McNeese University will offer students a variety of food options during all operating hours. With a focus on healthy and nutritious meals, the dining facility will provide a range of options to accommodate different dietary needs and preferences, including vegan, vegetarian, and gluten-free options. The facility will feature state-of-the-art kitchen equipment and facilities to ensure efficient and safe food preparation, as well as a comfortable and inviting dining atmosphere with ample seating and natural lighting. In addition to food options, the facility will offer a range of beverage options including coffee, tea, soda, and juice. The New Student Center “Campus Restaurant”. Other key features include:

- Three full-service meal periods on Monday – Friday

- Two full-service meal periods on Saturday – Sunday (Brunch/Dinner)
- Continuous service of select items between full-service meal periods seven days a week

Concepts: The following concepts will be provided based on the minimum menu requirements during operating hours:

- Architect: Tossed-to-Order Salads
- Good Vibes: Plant-Based
- Kulture Trip: Global Street Food
- Rooster: Coffee + Breakfast and Weekend Brunch
- YMas: Latin Grill
- Peace-Out: Allergen-Friendly
- Ciao: Pizza & Pasta
- Makers Craft Deli: Deli & Soup
- Off the Griddle: Grill & BBQ
- Peak Performance: Athletic Fueling

In addition to the requirements above, detailed service levels and offers, Hours of Operation and all other aspects of the new Resident Dining Program will mutually be agreed upon prior opening of the building but no later than June 2025.

See Attachment 3: Minimum Menu Requirements

See Attachment 5: Hours of Operation

Retail Dining Facilities

The Contractor shall allow and incorporate mobile ordering and it will be available at all retail operations given Contractors proprietary Tech/App “Everyday” is able to integrate to University’s existing Network.

The Market at the New Ranch (Years 1-2)

Type: Moving the Market to the open space next to the current Einstein Bros. Bagels in Year 2 of operations.

Hours of Operation: Monday–Thursday 7:00 a.m. – 10:00 p.m., Friday-Sunday 7:00 a.m. – 2:00 p.m.

Key Features: The Market @ New Ranch will offer access to freshly made sushi, meals, snacks and meal kits from The Contractor’s Simply to Go collection, grocery products, toiletries and other everyday convenience items.

See Attachment 5: Hours of Operation

Pizza Hut (Year 2) TBD

Should University choose to implement Pizza Hut in Year 2 or beyond at the New Ranch, existing 2 internal/value brands will be replaced entirely. Replacing Slices & Fry Factory

Grilled/Fry Factory & Slices

Type: The presently closed dining establishments in New Ranch provide an opportunity to reinvigorate the retail program in Year One to Fry Factory and Grilled Express.

Hours of Operation: Monday – Friday 10:30 a.m. – 7:00 p.m., Saturday - Sunday 10:00 a.m. – 2:00 p.m.

See Attachment 4: Retail Sample Menus

PJ's Coffee/Farmhouse (Year 2) TBD

Type: Replacement for Einstein's Bagels Bros.

We Proudly Serve

Type: Lether E. Frazar Memorial Library

Hours of Operation: Monday–Thursday 7:30 a.m. – 9:00 p.m., Friday 7:30 a.m. – 12:00 p.m., Saturday - Sunday Closed

Key Features: Offering We Proudly Serve Starbucks' drinks, snacks, and sandwiches. Other selections from The Contractor's Simply to Go grab-and-go collection.

See Attachment 5: Hours of Operation

Catering Operations

The Contractor shall provide the very finest catering program to the University community. MSU has a robust catering program. Catering is seen as an opportunity for McNeese University to put its best foot forward to the community and its alumni. Catering events on campus range from coffee breaks, pizza, and sandwich delivery to formal receptions and dinners. All new catering business must be approved by the University in advance of any commitments or bookings. The Contractor shall offer non-exclusive, specialized catering menus and services for functions not included in regular dining operations. Such functions include, but are not limited to banquets, breakfasts, luncheons, dinners, picnics, cookouts, tasting events, receptions, and workshop and conference meals requested by the University or outside groups approved by the University and may occur at both campus and non-campus venues.

There will be four tiers of customers:

- 1) Flavours: Per diem
- 2) Signature Events: Premium
- 3) Square Tomato: Student friendly
- 4) Geaux Blue: Pick-up

Discount Catering Plans for Student Groups: The Contractor shall furnish to the University a customized schedule of discounted catering menu plans available exclusively for registered student organizations for the University by August 1st of each year.

Catered events will feature fresh food (no canned food).

The Contractor shall be responsible for training catering service staff members regarding catering policies and procedures to ensure that orders are correct and delivered on time and that customer service levels are always high.

The Contractor shall have the right of first refusal for catered events on campus. This right of first refusal does not include the athletic venues or events valued at \$100 or under, which shall be non-exclusive.

The Contractor shall not be permitted to assess late charges on invoices for events modified or booked on short notice.

The Contractor will be responsible for obtaining a University Purchase Order prior to providing services for events. The Contractor will be responsible for obtaining University signature and account code on all University sponsored event bills prior to submission to the University's Accounts Payable department. The Contractor will provide a detailed and itemized invoice to the University's Accounts Payable department.

The Contractor shall liaise with the University to ensure the following:

- Continually evaluate the catering service and prices against those offered by off-campus catering companies to ensure that they are in line with the marketplace and to ensure that MSU catering customers have a positive perception of the campus's catering services. The Contractor will perform an annual market basket comparison with local area competition to make sure that the catering pricing is competitive and in line with local offerings.
- Seek regular feedback from its customers in order to continually identify opportunities and overcome challenges before they become serious issues.
- Continually monitor catering staffing resources to ensure that they are fully staffed at all times, especially during peak service times such as homecoming, graduation and other milestone events throughout the academic year.

The Contractor will be responsible for maintaining CaterTrax, a catering webpage and web-based app with the ability for the customer to place orders online and have a confirmation method connected to it.

The Contractor will be responsible for product purchase, preparation, set-up, delivery, decoration, clean-up, and billing of all catered events.

The Contractor shall make the catering event booking as close to a one step process for the customers as possible. Room reservation must be coordinated with McNeese University personnel.

Mobile Catering/Concessions Capability: The Contractor shall provide mobile catering and concessions capability accessible within the University buildings and campus grounds according to terms mutually agreeable to the Contractor and the University.

The Contractor shall be expected to provide cost efficient menu items which are competitive to local area options.

All equipment rentals will be the responsibility of the contractor to procure, which includes but are not limited to:

- China dishware
- Linen
- Utensils
- Drapes
- Tableware

Appropriateness of Service to Function – The Contractor shall provide for use of the appropriate utensils including silverware, glassware, cloth napkins, tablecloths, and china as befits the occasion for any President’s Office, Foundation, Alumni Association, Banners Series, or other official University function. Plastic utensils, plastic plate ware, paper napkins, and plastic table covers shall not be used at such functions without the expressed written permission of the President or designee.

Concessions Operations

The Contractor shall be the non-exclusive provider of concession-style food, snack items, and beverages during intercollegiate athletic events and other events scheduled in facilities primarily used for intercollegiate athletic activities. The Contractor shall be the non-exclusive provider of concessions for intercollegiate athletic events, except where corporate sponsorship agreements between the university or its affiliate(s) and third-party food vendors provide for said vendors to sell and promote products consistent with the vendors menu or market niche and all catering campus wide. Burton coliseum shall be exempt from the exclusivity requirement pertaining to athletic concessions. The Contractor shall, by mutual agreement with the University, be authorized to offer concession services at other University venues and events not associated with intercollegiate athletic programs.

Remote Athletic Concessions: The Contractor shall provide remote concessions on an as-needed basis for intercollegiate athletic events occurring outside the University’s stadiums, subject to mutual agreement of the University and The Contractor.

The Contractor shall utilize Fanthology, a concessions program that engages everyone, students, and visitor. The Contractor shall work with McNeese to determine how to support the University using concession stands, portable carts, mobile ordering, in-seat ordering and hawking to foster ease and efficiency. In addition, The Contractor shall use the autonomous check-out solution “Mashgin” which shall be considered an Authorized Operated Expense per Attachment 1.

The Contractor will utilize local vendors and food trucks where applicable.

Attachment 3: Minimum Menu Requirements

Rowdy Dining Hall (Years 1 & 2)

The Contractor shall infuse cook-to-order items into the menu wherever possible and as a minimum where outlined below.

The Contractor shall offer the following menu items at a minimum in the dining hall at each meal period.

Vegetarian and vegan entrees which are healthy, protein rich, and wellness oriented are offered at breakfast, lunch, and dinner. The Contractor shall offer their allergy-free and gluten-free platform at all meals.

The Contractor shall offer a specialty pop-up meal once per week during the course of the semester e.g., BBQ Cook-Out, Street Food Italian, Mashed Potato bar, etc.

The Contractor shall offer and support "McNeese Sip Society" – an unlimited hot/cold beverage subscription program. "McNeese Sip Society" shall be included in the "Anytime Dining Unrestricted" meal plan at no extra charge to students. Commuters, faculty, and staff will have the ability to pay \$87.50/semester (price subject to change beyond year 1) to buy into the program if desired. Locations that shall include the "McNeese Sip Society" shall include:

- Rowdy's Dining Hall
- Einstein's (year 1)
- PJ's Coffee of New Orleans (year 2) TBD
- We Proudly Serve Starbucks

Students, faculty, and staff may take out food from Rowdy Dining Hall. Any students with an Anytime Dining meal plan may take-out during all hours of operation.

Designated Meal Periods:

Meal Periods Years 1-2

Monday through Friday

Breakfast: 7am – 10am

Continental: 10am-11am

Lunch: 11am – 2pm

Light Fares: 2pm – 5pm

Dinner: 5pm – 8.30pm

Saturday & Sunday

Continental Breakfast: 9.30am – 11am

Brunch: 11am-2pm

Light Fares: 2pm-4pm

Dinner: 4pm – 7pm

Menu Profile

Rowdy Dining Hall: Minimum Menu Profile – The Contractor shall offer the following menu items at a minimum in Rowdy Dining Hall. All food items listed in the menu profiles are to be offered continuously throughout designated meal periods.

D-I-Y U-Cook Station: (All day)

This will be a do-it-yourself self-serve counter within the servery in which students can prepare their own meals and offer a variety of hot and cold food items. This station will be stocked with ingredients and seasonings. As a minimum, this area should feature the following menu items given available counter space:

- Breads, Bagels, and Condiments (Variety will be available at the Deli Station)
- Bulk Cereal Bar (Available at the Bagel/Cereal Bar)
- Panini Press
- Waffle/Pancake Mix
- Induction Cookers four (4) (given available power outlets)
 - Whole/real crackable eggs with chopped veggies, proteins, and cheeses (variety available at the "Mix")
- Rice Cooker – White Rice
- M-Y-O Blended Smoothies from Scratch:
 - Daily Seasonal Whole Fruit (minimum of three (3) daily):, Apples, Bananas, Pears, Grapes
 - Daily Seasonal Cut Fruit (Minimum of three (3) daily): Grapefruit, Cantaloupe, Pineapple, Watermelon, Citrus Sections
 - Yogurt (two (2) Varieties, Non-fat and Regular)
 - Chia Seeds
- B-Y-O Milkshakes:
 - Scoop Ice Cream (minimum three (3) flavors)
- Blenders (2)

Comfort/Traditional Foods (Breakfast – Served out of Savory Custom Kitchen)

- Cage-free Eggs (No Boxed Egg Product) – Any Style with a Variety of Vegetables, Cheeses, and Meats
- Hash Browns- *Will be incorporated in the 5-week cycle menu*
- Tater Tots- *Will be incorporated in the 5-week cycle menu*
- Grits: *we will feature variations as well as other options as showcase stations*
- Bacon & Sausages- *will feature a rotation of breakfast meats throughout our 5-week cycle*
- Turkey Bacon
- Hot Oatmeal
- Made-to-Order – *Will be incorporated in the 5-week cycle menu*
 - Pancakes (plain, chocolate chip, etc.)
 - French Toast
- Breakfast Sandwich Selection- *will feature in our breakfast rotation offerings in our 5-week cycle menu*
 - Egg, Bacon, and Cheese
 - Egg, Sausage, and Cheese
 - Sausage and Cheese
 - Impossible Sausage & Vegan Cheese

Bagel Platform & Cereal Bar (Continental, All day)

- Minimum 3 Bagel Varieties - One (1) Whole Grain – One (1) Gluten Free)
- Toaster
- Cream Cheese (two (2) Varieties):
- Vegan Spread
- Plain and Flavored Powdered Sugar,
- Whipped Butter & Margarine - Soft, non-hydrogenated
- Jelly and Preserves (two (2) varieties each)

- Honey
- Raw Agave – *depending on availability*
- Toaster

Beverages - Sips (All Day)

- Maintain Current Selection of Carbonated Coke, Flavored & Soft Beverages
- Flavored Water
- Milk Whole, 2% Chocolate & Alternatives

Soups (Lunch, Light Fares & Dinner)

- Two (2) Homemade Soups Daily (One (1) must be Vegetarian One, (1) Gluten-free)
- Variety of Cream and Broth Based Soups must be Rotated Between Lunch and Dinner

Grill Menu (Cooked-to-Order) Lunch, Light Fares (Monday-Thursday only) & Dinner Served at the Sizzle

- Cooked-to-Order 1/3lb, 1/2lb, or 2/3lb All Beef Burgers *Will offer grill specials featuring such items: onion rings, sliced avocado, bacon & cheese, sautéed onions & mushrooms, pickles, sesame seed bun, gluten free bun)*
- Grilled Cheese
- Beyond/Impossible Burger on *Gluten Free Bun- available upon request*
- Chicken Breast (Grilled & Fried)
- Chicken Tenders/Nuggets
- Fries- *will feature different LTO offerings throughout our 5-week Menu cycle including Loaded Fries.*

Salad Bar (Lunch, Light Fares & Dinner) Served out of "Mix"

- Two (2) Salad Greens - Iceberg Lettuce shall Not be the Dominant Lettuce Variety.
- One (1) Specialty Green Salad from Caesar, Greek, Spinach, California Greens
- Array of Marinated Vegetables
- Hummus
- One (1) or More Starch Salads from Varieties of Potato, Rice, Pasta *Will have a rotation of composed salads in the 5-week cycle*
- Cheese Toppings (2): Variety to include Cheddar, Mozzarella, Cottage Cheese, Feta
- Cubed Ham (*grilled chicken will be offered off of the grill station*)
- Two or more yogurts (Offered at DIYU)
- Fresh Berries, cantaloupe, honey dew, sliced oranges
- Two (2) or More Protein Toppings from Chickpeas, Lentils, Beans, Cage-free Egg
- Daily Vegetable Toppings – Carrots, Tomatoes, Celery, Cucumber, Broccoli, Mushrooms. Red/Green Peppers, Red/Green Onion,
- Rotation of Two (2) or More Vegetable Toppings, e.g.: Pickled Beets, Dill Pickles, Sweet Pickled Onions, Olives,
- Other Toppings Including Croutons, Bacon Bits, Parmesan Cheese, Pepper Mill, Sunflower Seeds, Raisins, Craisins
- Vegan Alternative Cheese- *Based on availability*
- Dressings: Ranch (Light), Caesar (Light), Italian (Light), French (Light), Balsamic, Creamy Italian, Catalina French, Sun Dried Tomato Pesto, Creamy Garlic, Greek,

Honey Dijon, Mandarin Orange and Kiwi, Grapefruit Ginger Splash, Oriental, Blue Cheese, etc. *(will feature 6 dressings daily)*

Allergen-Mindful Station (rotating on 3-week cycle menu) (Breakfast, Lunch & Dinner)
Served out of Simple Servings

- Featuring Daily Low-Carb/Wellness Options. (olive oil, avocado oil)
- Nut-free Options
- One (1) Hot Vegan Entree Daily
- Vegetarian GF Pastas
- Baked (Potatoes and Sweet Potatoes)

Hot Entrees: Lunch & Dinner Served out of Savory Custom Kitchen

Rotating:

- Includes Two (2) Entrees, one (1) Traditional that may be seafood, (1) Vegetarian, two (2) Vegetables, two (2) Starches *will have a 5-week rotating menu cycle*
- Custom-Mex Build-Your-Own Bowl/Burrito/Taco Concept will be offered on a 5-week Menu cycle
- Global Kitchen - Authentic Cultural Offerings (To include, but not limited to Latino, Caribbean, Dominican, European, Chinese, Thai, Greek, Japanese, Vietnamese, Indian, etc.) * *Will feature throughout our 5-week menu cycle*

Sushi (LTO) (Lunch, & Dinner)

- Available at minimum 1x/month during the Fall semester (September, October, November)
- Available at minimum 1x/month during the Spring semester (February, March, April)

Pizza/Mac & Cheese/Chicken Wings (Lunch, Light Fares (by request Monday-Thursday only), & Dinner) Served out of Slices

- Cheese Pizza, Daily
- Pepperoni Pizza, Daily
- Gluten Free Pasta, Daily-*will be available upon request*
- Vegetable Pizza - One (1) Daily, *Rotating*
- Chicken Wings (Buffalo, Teriyaki, BBQ, etc.), Daily will be offered as LTO
- Mozzarella Sticks

Deli/Hot Subs Menu (Lunch, Light Fares & Dinner) Served out of Stacked

- Variety of Breads including Healthier options, and GF.
- Rotation Sliced Meats: Turkey, Ham, Roast Beef, Salami (other options will be in rotation)
- Cheese Slices: Mozzarella, Cheddar, Swiss
- Tuna, Chicken, and Egg Salad, and Other Salad Mixes on Rotation
- Vegetable Toppings: Tomato, Lettuce, Cucumber, Pickles, Red Onions, Olives, Sliced Green Peppers, Hot Peppers
- Condiments: Mayonnaise, Mustards, Horseradish, Hot Sauce, etc.
- Weekly LTO Hot Sub Sandwiches

LTO's will include but not limited to the following:

- Philly Cheese Steak
- Chicken Parmesan
- Meatball

- Buffalo Chicken
- Veggie Melt

Desserts (Include labeled Allergen-free options alongside the regular offering) Served out of Bliss (All Day)

- Cakes, Brownies, Bars, Squares (three (3) varieties)
- Cookies (two (2) varieties)
- Pudding or Jello (one (1) type)
- Crisps ore Cobbler (one (1) variety)
- Self-serve Scoop Hard Ice-Cream

Biscuits, Grits & Chicken: Weekend Brunch to be served in ADDITION to the daily menu items in the servery:

- Buttermilk Fried Chicken
- Biscuits (Scratch-Made) *baked in house*
- Gravy
- Grits
- *Sausage/Bacon*
- Variety of Casseroles in menu rotation:
 - Hash brown Casserole
 - Shrimp & Grits Casserole
 - Sausage Gravy Casserole
 - Country Ham Hash
- Selection of Waffles/Pancakes/French Toast:
- Oatmeal with variety of fruits and nuts (e.g., apple, cranberries, and pecans)

The New Student Center: Campus Restaurant (Years 3-10)

The Contractor shall infuse cook-to-order items into the menu wherever possible and as a minimum where outlined below.

The Contractor shall offer the following menu items at a minimum in the dining hall at each meal period including late-night.

Vegetarian and vegan entrees which are healthy, protein rich, and wellness oriented are offered at breakfast, lunch dinner and late-night. Contractor must offer their allergy-free and gluten-free platform at all meals including late-night.

The Contractor shall offer a specialty pop-up meal once per week during the course of the semester e.g., BBQ Cook-Out, Street Food Italian, Mashed Potato bar, etc.

The Contractor shall offer and support “McNeese Sip Society” – an unlimited hot/cold beverage subscription program. “McNeese Sip Society” shall be included in the “Anytime Dining Unrestricted” meal plan at no extra charge to students. Commuters, faculty, and staff will have the ability to pay \$87.50/semester (price is subject to change beyond year 1)to buy into the program if desired. Locations that shall include the “McNeese Sip Society” shall include:

- Campus Restaurant
- Einstein`s in Year 1
- PJ’s Coffee of New Orleans (Year 2) TBD
- We Proudly Serve Starbucks

Students, faculty, and staff may take out food from The New Student Center: Campus Restaurant. students with an Anytime Dining meal plan may take out during all hours of operation.

Hours of Operation: Monday–Thursday 7:00 a.m. – 10:00 p.m., Friday 7:00 a.m. – 8:30 p.m., Saturday – Sunday 9:30 a.m. – 7:00 p.m.

Designated Meal Periods:

Meal Periods Years 3-10

Monday through Thursday

Breakfast: 7am – 10am

Continental: 10am – 11am

Lunch: 11am – 2pm

Light Fares: 2pm – 5pm

Dinner: 5pm – 10:00 p.m.

Saturday & Sunday

Continental: 9.30am – 11am

Brunch: 11am-2pm

Light Fares: 2pm-4pm

Dinner: 4pm – 7pm

Friday

Breakfast: 7am – 11am

Lunch: 11am – 2pm

Light Fares: 2pm – 5pm

Dinner: 5pm – 8.30pm

Menu Profile

The New Student Center: Campus Restaurant; Minimum Menu Profile – The Contractor shall offer the following menu items at a minimum in The New Student Center: Campus Restaurant. All food items listed in the menu profiles are to be offered continuously throughout designated meal periods.

D-I-Y U-Cook Station: (All day)

This will be a do-it-yourself self-serve counter within the servery in which students can prepare their own meals and offer a variety of hot and cold food items. This station will be stocked with ingredients and seasonings. As a minimum, this area should feature the following menu items given available counter space:

- Breads, Bagels, and Condiments (Variety will be available at the Deli Station)
- Bulk Cereal Bar (Available at the Bagel/Cereal Bar)
- Panini Press
- Waffle/Pancake Mix
- Induction Cookers four (4) (given available power outlets)
 - Whole/real crackable eggs with chopped veggies, proteins, and cheeses (variety available at the “Mix”)
- Rice Cooker – White Rice
- M-Y-O Blended Smoothies from Scratch:
 - Daily Seasonal Whole Fruit (minimum of three (3) daily): Apples, Bananas, Pears, Grapes
 - Daily Seasonal Cut Fruit (Minimum of three (3) daily): Grapefruit, Cantaloupe, Pineapple, Watermelon, Citrus Sections
 - Yogurt (two (2) Varieties, Non-fat and Regular)

- Chia Seeds
- B-Y-O Milkshakes:
 - Scoop Ice Cream (minimum six (3) flavors)
- Blenders (2)

Comfort/Traditional Foods (Breakfast)

- Cage-free Eggs (No Boxed Egg Product) – Any Style with a Variety of Vegetables, Cheeses, and Meats
- Hash Browns- *Will be incorporated in the 5-week cycle menu*
- Tater Tots- *Will be incorporated in the 5-week cycle menu*
- Grits: *we will feature variations as well as other options as showcase stations*
- Bacon & Sausages- *will feature a rotation of breakfast meats throughout our 5-week cycle*
- Turkey Bacon
- Hot Oatmeal
- Made-to-Order – *Will be incorporated in the 5-week cycle menu*
 - Pancakes (plain, chocolate chip, etc.)
 - French Toast
- Breakfast Sandwich Selection- *will feature in our breakfast rotation offerings in our 5-week cycle menu*
 - Egg, Bacon, and Cheese
 - Egg, Sausage, and Cheese
 - Sausage and Cheese
 - Impossible Sausage & Vegan Cheese

Bagel Platform & Cereal Bar (All day, Continental)

- Minimum 3 Bagel Varieties - One (1) Whole Grain – One (1) Gluten Free)
- Toaster
- Cream Cheese (two (2) Varieties):
- Vegan Spread
- Plain and Flavored Powdered Sugar,
- Whipped Butter & Margarine - Soft, non-hydrogenated
- Jelly and Preserves (two (2) varieties each)
- Honey
- Raw Agave – *depending on availability*
- Toaster

Beverages - Sips (All day)

- Maintain Current Selection of Carbonated Coke, Flavored & Soft Beverages
- Flavored Water
- Milk Whole, 2% Chocolate & Alternatives

Soups (Lunch, Light Fares & Dinner)

- Two (2) Homemade Soups Daily (One (1) must be Vegetarian One, (1) Gluten-free)
- Variety of Cream and Broth Based Soups must be Rotated Between Lunch and Dinner

Grill Menu (Cooked-to-Order) (Lunch, Light Fares (Monday-Thursday only) & Dinner)

- Cooked-to-Order 1/3lb, 1/2lb, or 2/3lb All Beef Burgers *Will offer grill specials featuring such items:* onion rings, sliced avocado, bacon & cheese, sautéed onions & mushrooms, pickles, sesame seed bun, gluten free bun)
- Grilled Cheese
- Beyond/Impossible Burger on *Gluten Free Bun- available upon request*
- Chicken Breast (Grilled & Fried)
- Chicken Tenders/Nuggets
- Fries- *will feature different LTO offerings throughout our 5-week Menu cycle including Loaded Fries.*

Sushi (LTO) (Lunch, & Dinner)

- Available at minimum 1x/month during the Fall semester (September, October, November)
- Available at minimum 1x/month during the Spring semester (February, March, April)

Salad Bar (Lunch, Light Fares & Dinner)

- Two (2) Salad Greens - Iceberg Lettuce shall Not be the Dominant Lettuce Variety.
- One (1) Specialty Green Salad from Caesar, Greek, Spinach, California Greens
- Array of Marinated Vegetables
- Hummus
- One (1) or More Starch Salads from Varieties of Potato, Rice, Pasta *Will have a rotation of composed salads in the 5-week cycle*
- Cheese Toppings (2): Variety to include Cheddar, Mozzarella, Cottage Cheese, Feta
- Cubed Ham (*grilled chicken will be offered off of the grill station*)
- Two or more yogurts (Offered at DIYU)
- Fresh Berries, cantaloupe, honey dew, sliced oranges
- Two (2) or More Protein Toppings from Chickpeas, Lentils, Beans, Cage-free Egg
- Daily Vegetable Toppings – Carrots, Tomatoes, Celery, Cucumber, Broccoli, Mushrooms, Red/Green Peppers, Red/Green Onion,
- Rotation of Two (2) or More Vegetable Toppings, e.g.: Pickled Beets, Dill Pickles, Sweet Pickled Onions, Olives,
- Other Toppings Including Croutons, Bacon Bits, Parmesan Cheese, Pepper Mill, Sunflower Seeds, Raisins, Craisins
- Vegan Alternative Cheese- *Based on availability.*
- Dressings: Ranch (Light), Caesar (Light), Italian (Light), French (Light), Balsamic, Creamy Italian, Catalina French, Sun Dried Tomato Pesto, Creamy Garlic, Greek, Honey Dijon, Mandarin Orange and Kiwi, Grapefruit Ginger Splash, Oriental, Blue Cheese, etc. (*will feature 6 dressings daily*)

Allergen-free Station (rotating on cycle menu) (All day)

- Featuring Daily Low-Carb/Wellness Options. (olive oil, avocado oil)
- Nut-free Options.
- One (1) Hot Vegan Entree Daily
- Vegetarian GF Pastas

- Baked (Potatoes and Sweet Potatoes)

Global Kitchen - Daily Rotation of Authentic Cultural Offerings (To include, but not limited to Latino, Caribbean, Dominican, European, Chinese, Thai, Greek, Japanese, Vietnamese, Indian, etc.) * (Lunch & Dinner)

Hot Entrees (Rotating & Consistent Selection) (Lunch & Dinner)

Consistent:

- Includes Two (2) Entrees, one (1) Traditional that may be seafood, (1) Vegetarian, two (2) Vegetables, two (2) Starches *will have a 5-week rotating menu cycle.*

Pizza/Mac & Cheese/Chicken Wings (Lunch Light Fare by request Monday-Thursday only) & Dinner)

- Cheese Pizza, Daily
- Pepperoni Pizza, Daily
- Gluten Free Pasta, Daily-*will be available upon request.*
- Vegetable Pizza - One (1) Daily, *Rotating*
- Chicken Wings (Buffalo, Teriyaki, BBQ, etc.), Daily- *will offer as an LTO.*
- Mozzarella Sticks, *will offer as an LTO.*

Deli/Hot Subs Menu (Lunch, Light Fares & Dinner)

- Variety of Breads including Healthier options, and GF.
- Rotation Sliced Meats: Turkey, Ham, Roast Beef, Salami (other options will be in rotation)
- Cheese Slices: Mozzarella, Cheddar, Swiss
- Tuna, Chicken, and Egg Salad, and Other Salad Mixes on Rotation
- Vegetable Toppings: Tomato, Lettuce, Cucumber, Pickles, Red Onions, Olives, Sliced Green Peppers, Hot Peppers
- Condiments: Mayonnaise, Mustards, Horseradish, Hot Sauce, etc.
- Hot Sub Sandwiches will be offered as LTO`s
 - Philly Cheese Steak
 - Chicken Parmesan
 - Meatball
 - Buffalo Chicken
 - Veggie Melt

Custom-Mex Build-Your-Own Bowl/Burrito/Taco Concept (Lunch & Dinner)

- Brown Rice
- White Rice
- Romaine Lettuce
- Four (2) Meats (In Rotation Steak, Chicken, Pork, Carnitas, etc.)
- Vegan or Plant-Based Protein (similar to Sofritas/Beyond Burger Crumbles)
- Guacamole
- Four (2) Varieties of Salsa (In Rotation Hot, Mild, Chunky, Corn, etc.)
- Two (2) Varieties of Beans (Black, Pinto, etc.)

- Fajita Mix (Grilled Onions and Peppers)
- Queso
- Sour Cream
- Lime Salted Chips Made from Scratch

Desserts (Include labeled Allergen-free options alongside the regular offering) (All day)

- Cakes, Brownies, Bars, Squares (three (3) varieties)
- Cookies (two (2) varieties)
- Pudding or Jello (one (1) type)
- Crisps ore Cobbler (one (1) variety)
- Self-serve Scoop Hard Ice-Cream

Biscuits, Grits & Chicken: Weekend Brunch to be served in ADDITION to the daily menu items in the servery:

- Buttermilk Fried Chicken
- Biscuits (Scratch-Made) *baked in house.*
- Gravy
- Grits
- *Sausage/Bacon*
- Variety of Casseroles in menu rotation:
 - Hash brown Casserole
 - Shrimp & Grits Casserole
 - Sausage Gravy Casserole
 - Country Ham Hash
- Selection of Waffles/Pancakes/French Toast:
- Oatmeal with variety of fruits and nuts (e.g., apple, cranberries, and pecans)

Attachment 4: Retail Sample Menus

GRILLED

Burgers \$3.99		cal	More Toppings		cal	cal
Includes LTP & a white or wheat bun			Baby Arugula	5	Caramelized Red Onion Jam	45
Beef Burger		400	House-made Pickle	15	Pickled Red Onions	10
Turkey Burger		250	Spreads		cal	cal
Grilled Chicken		280	Ketchup	35	Mayonnaise	210
Beef Mushroom Blend Burger		310	Mustard	20	Chipotle Mayonnaise	110
Black Bean Burger		340	Cattleman's BBQ	40	Honey Mustard Dressing	160
Crispy Cod Sandwich \$4.99			Sides			cal
Add-ons		cal	Fries small	\$1.69		280
Cheese	\$0.49	100 - 110	Fries large	\$1.99		400
American, Cheddar, Pepper Jack, Swiss or Smoked Gouda			Roasted Smoke Fries	\$1.69		100
Bacon - 3 slices	\$0.99	80	Cinnamon Chipotle Sweet Potato Fries	\$1.99		310
Avocado	\$0.49	45	Blue Cheese Slaw	\$1.59		100
			Thai Cucumber Salad	\$1.50		60

Mindful
 Vegan
 Vegetarian
 Plant Based

2000 calories a day is used for general nutrition advice, but calorie needs vary. Additional nutrition information is available upon request.

SLICES

Fresh out of The Oven Pizza		Price	Cal	Sides & Salads		Price	Cal
Cheese	Mozzarella & Parmesan	\$6.59	690	Garlic Breadstick		\$2.29	140
Pepperoni	Mozzarella & Pepperoni	\$6.59	740	Marinara Sauce		\$0.79	25
Garden Vegetable	Mozzarella, Yellow Onions, Green Pepper, Black Olives & Tomato Slices	\$6.59	710	Caesar Salad		\$3.79	220*
Meat Lovers	Mozzarella, Parmesan, Pepperoni, Bacon, Ham, Sausage Crumbles & Beef Crumbles	\$7.59	1180	Garden Salad		\$3.79	10*
Cauliflower Cheese Pizza	Mozzarella, Parmesan on Gluten Free Cauliflower Crust	\$8.59	460	Dressings			Cal
Additional Toppings		\$0.99	*	Balsamic Vinaigrette			100
16" Build your own Pizza	16" Pizza with your choice of toppings up to 4	\$18.99	*	Caesar Dressing			230
Specialty 16" Pizza of The Week	Ask our associate about the special of the week	\$18.99	*	Ranch Dressing			30
Specialty Pizza by the Slice	Ask our associate about the special of the week by the slice	\$2.59	*	Combos		Price	Cal
				Specialty Slice, Salad & Breadsticks		7.99	196
				Dessert		Price	Cal
				Chocolate Chip Cookie		2.99	196

* Calories vary based on Choices

Menu Items and Prices are subject to change!

Attachment 5: Hours of Operation

Years 1-2 The Eatery at Rowdy

Monday (3)	Tuesday (3)	Wednesday (3)	Thursday (3)	Friday (3)	Saturday (2)	Sunday (2)
7:00am – 8:30pm	7:00am – 8:30pm	7:00am – 8:30pm	7:00am – 8:30pm	7:00am – 8:30pm	9:30am – 7:00pm	9:30am – 7:00pm

Years 3-10 Campus Restaurant

Monday (3)	Tuesday (3)	Wednesday (3)	Thursday (3)	Friday (3)	Saturday (2)	Sunday (2)
7:00am – 10:00pm	7:00am – 10:00pm	7:00am – 10:00pm	7:00am – 10:00pm	7:00am – 8:30pm	9:30am – 7:00pm	9:30am – 7:00pm

Meal Periods Years 1-2

Monday through Friday

Breakfast: 7am – 10am
Lunch: 11am – 2pm
Light Fares: 2pm – 5pm
Dinner: 5pm – 8.30pm

Saturday & Sunday

Breakfast: 9.30am – 11am
Brunch: 11am-2pm
Light Fares: 2pm-4pm

Meal Periods Years 3-10

Monday through Thursday

Breakfast: 7am – 11am
Lunch: 11am – 2pm
Light Fares: 2pm – 5pm
Dinner: 5pm – 10:00 p.m.

Saturday & Sunday

Breakfast: 9.30am – 11am
Brunch: 11am-2pm
Light Fares: 2pm-4pm
Dinner: 4pm – 7pm

Friday

Breakfast: 7am – 11am
Lunch: 11am – 2pm
Light Fares: 2pm – 5pm
Dinner: 5pm – 8.30pm

Retail

The Market at New Ranch

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
7:00am – 10:00pm	7:00am – 10:00pm	7:00am – 10:00pm	7:00am – 10:00pm	7:00am – 10:00pm	10:00am – 2:00pm	10:00am – 2:00pm

Grill & Slices (Year 1)

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
10:30am – 7:00pm	10:30am – 7:00pm	10:30am – 7:00pm	10:30am – 7:00pm	10:30am – 7:00pm	10:00am – 2:00pm	10:00am – 2:00pm

Grilled/Fry Factory

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
10:30am – 7:00pm	10:30am – 7:00pm	10:30am – 7:00pm	10:30am – 7:00pm	10:30am – 7:00pm	10:00am – 2:00pm	10:00am – 2:00pm

Einstein's (Year 1)

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
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7:30am – 7:00pm	7:30am – 7:00pm	7:30am – 7:00pm	7:30am – 7:00pm	7:30am - Noon	Closed	Closed
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We Proudly Serve

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
7:30am – 9:00pm	7:30am – 9:00pm	7:30am – 9:00pm	7:30am – 9:00pm	7:30am - Noon	Closed	Closed

Hot Beverage Vending Kiosk @ The Market

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours

Attachment 6: Meal Plans

Plan Name	Description	Student Cost	DB Refundable	Eligibility	Terms
Ultra-Poke	Unlimited meal swipes / \$285 DB	\$2,500/semester	No	Default plan for residents in residence halls without kitchens, open to all commuters	Fall/Spring
Rowdy	10 meal swipes per week / \$285 DB	\$1,650/semester	No	Default plan for students in apartments, alternative plan for residents in residence halls without kitchens	Fall/Spring
Kicker	5 meal swipes per week / \$300 DB	\$1,100/semester	No	Alternative plan for students in apartments	Fall/Spring
Wrangler	\$550 DB	\$550.00/semester	No	Special residential plan for residents who meet a specified criteria (90+ hours completed, at least half-time off-campus internship/practicum)	Fall/Spring
Commuter	\$150 DB	\$150.00/semester	Yes	Default plan for all commuter students who do not meet designated exceptions (e.g. online programs, age 23 and older at the start of the term)	Fall/Spring
Lasso	15 meals swipes / \$100 DB	\$900/semester	No	Default plan for summer residents in residence halls without kitchens	Summer
Saddle	10 meal swipes / \$175 DB	\$900/semester	No	Alternative plan for summer residents in residence halls without kitchens	Summer
Unlimited Drink Club <small>(Available at Main Dining Hall, Food Court, Proudly Serve)</small>	Unlimited drinks only	\$87.50/semester	N/A	Commuter students and employees	Fall/Spring

Attachment 7: Board Day Calendar



Academic Board Days 2024-2025

On all weekdays, breakfast, lunch and dinner will be served unless noted otherwise

On all weekend days, brunch and dinner will be served

Fall 2024		
Month	Days of Service	Notes
August	16	Service begins 8/16
September	29	Closed 9/2 (Labor Day)
October	28	Closed 10/10-12 for fall <u>break</u>
November	27	Closed 11/28-30 for Thanksgiving Break; Brunch and dinner only on 11/27
December	13	Brunch and dinner on 12/12-13
Total	113	
Spring 2025*		
January	26	Begins 1/6, brunch and dinner on MLK Day (1/20)
February	28	Closed 2/10-11 (Mardi Gras holiday)
March	29	Closed 3/3-4 (Mardi Gras holiday)
April	21	Closed 4/19-26 (Good Friday, Easter weekend, and Spring Break)
May	9	Brunch and dinner on 5/7-9
Total	113	

Grand Total 226

Summer 2025

Only open on weekdays: breakfast, lunch and dinner will be served unless noted otherwise

Summer 2025*		
Month	Days of Service	Notes
June	15	Service begins June 9; Closed 6/20 (Juneteenth)
July	18	Closed 7/4 (Fourth of July); Brunch and dinner on 7/25
Total	33	

* - Final dates for the spring 2025 and summer 2025 terms are subject to change according to the final academic calendar under the new university administration. The number of board days will be honored.

Attachment 8: Disaster Preparedness Guide

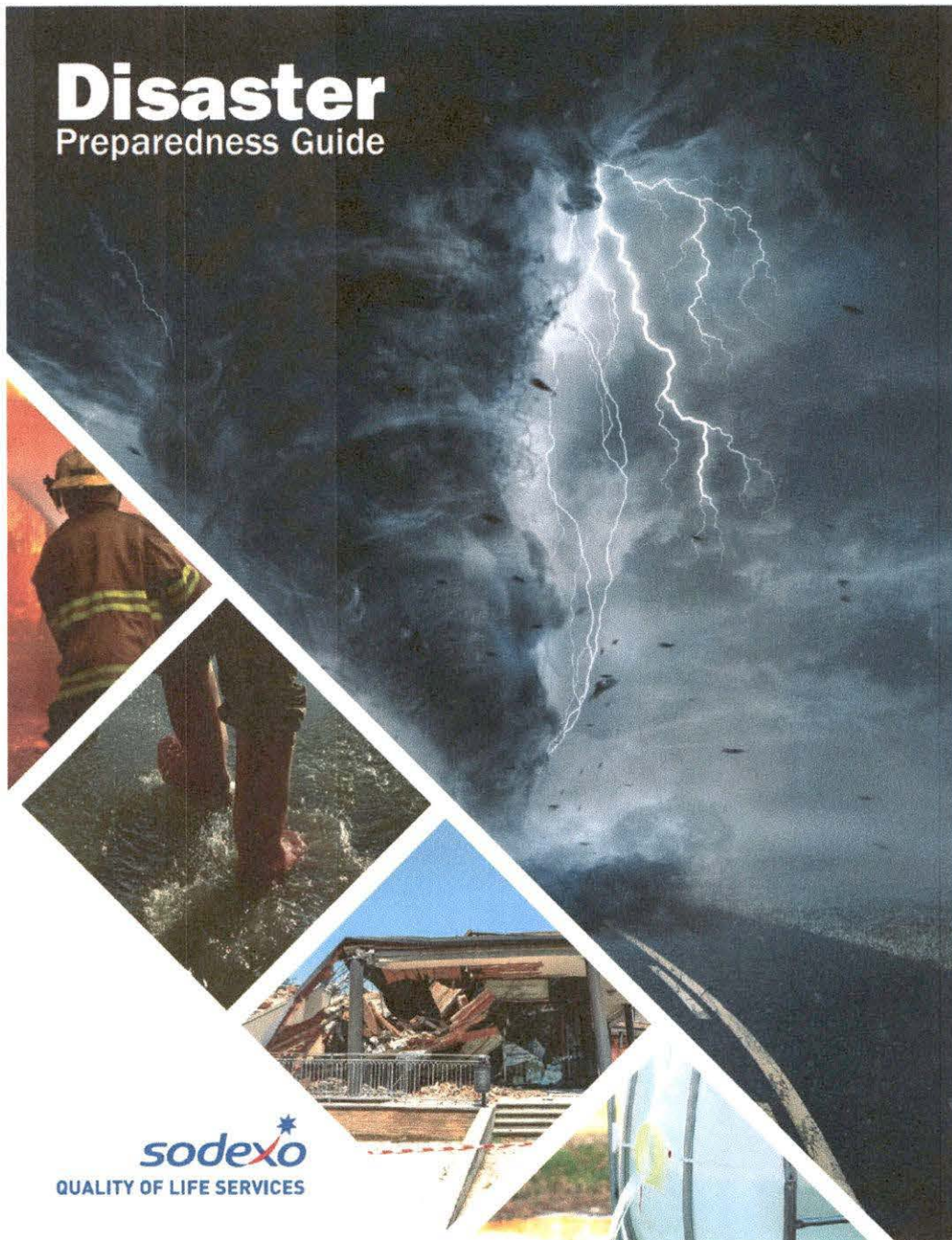


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Introduction

About This Guide

About This Guide

Disasters strike quickly and without warning. Business Continuity Planning (BCP) is a way to prepare to maintain operations under adverse conditions. Sodexo created this guide, with input from customers and team members who have experienced disasters, to help you prepare your Business Continuity Plan.

Consider this guide as a starting point for your disaster Business Continuity Plan, and use it as a reference and assistance to your sound judgment. Since the information is general, each operation must adapt the procedures to suit its own environment and capabilities.

Types Of Disasters

Disasters come in a variety of forms, such as:

- Hurricanes
- Floods
- Fire
- Tornadoes
- Earthquakes
- Acts of terrorism
- Hazardous material discharges

To start your planning, find out about the hazards and risks in your area and learn what actions your local officials recommend.

Introduction

How Ready Are You?

How Ready Are You?

If disaster struck today, how well do you think you could cope?

Do you have:

- A way to communicate to your employees?
- A current list of critical phone numbers beyond 911? (Security, FEMA, American Red Cross)
- Containers for water and ice?
- A stocked emergency toolkit?
- A first aid kit?
- A weather radio?
- A disaster menu, emergency food supply, and a hard copy of your order guide?
- A manual can opener, an outside grill with charcoal and lighter fluid, or a supply of sterno?
- Generators and gas?

Read on to learn more about ways to prepare for disaster.



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QUALITY OF LIFE SERVICES

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Standard Disaster Preparedness

Complete Checklist 1 - What You Must Do Today

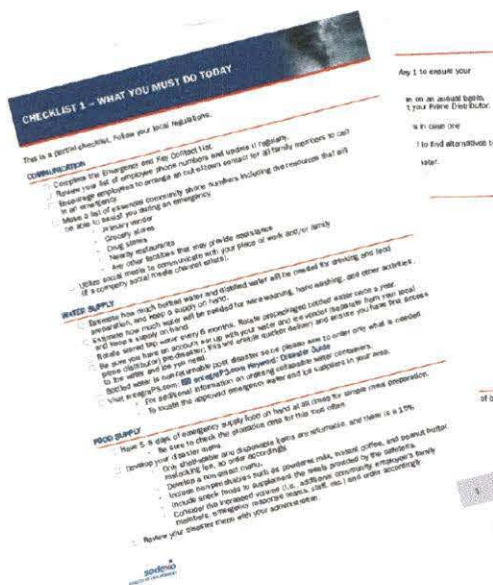
Complete Checklist 1 - What You Must Do Today

Prior to an emergency, it is important to check with your client to determine if that organization will consider your site a potential disaster relief center for FEMA, the Red Cross, local government agencies, etc.

If yes, be sure to work with these organizations to prepare menus and order guides with distributor item codes for ease of ordering when a disaster is imminent.

There are many things you can do to prepare yourself and your facility for a disaster. You should, for example, check and replenish your emergency first aid kit, water, and food supplies. You should also understand the local hazards and risks and learn what you need to do to get ready for and respond to them. But this is just the beginning.

To help you further, we have created a checklist entitled, "Checklist 1 – What You Must Do Today." This is intended to help you prepare for and get through a disaster. Take time today to review and complete the steps listed on Checklist 1. Download the full checklist on Sodexo_Net. [Sodexo_Net Keyword: Disaster Guide](#)



Standard Disaster Preparedness

Complete Checklist 1 - What You Must Do Today

Complete Checklist 1 - What You Must Do Today

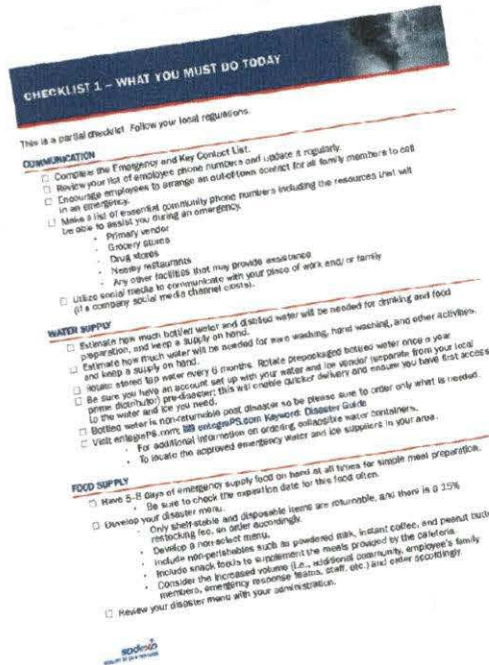
Collect and Post Important Contact Information

The first item on Checklist 1 is, "Complete the Emergency and Key Contact List."

Download the "Emergency and Key Contact List" on SodexoNet.

« SodexoNet Keyword: Disaster Guide

Post the list in accessible areas, show the list to your staff during training, and keep it up to date.



Standard Disaster Preparedness

Understand Your Water Needs

Understand Your Water Needs

During and after a disaster, access to water can be severely limited for days, or even weeks, so stocking an ample supply of clean water is a top priority.

Many state and federal departments require an emergency water supply be available at all times. It is especially important in a foodservice department.

A person needs to drink about two quarts of water each day, and hot environments can increase that amount. Children, nursing mothers, and ill people will need even more. You will also need water for food preparation and hygiene.

To calculate your water needs, consider the following guidelines:

All Purpose Water Needs:

(# of individuals) X 5 gal X (# of days) = ____ gallons needed

Example:

200 individuals X 5 gal X 3 days = 3000 gallons needed

Drinking Water Only Needs:

(# of individuals) X 0.25 gals to 0.50 gals X (# of days) = ____ gallons needed

Example:

200 individuals X 0.25-.50 gals X 3 days = 150-300 gallons needed

Reference: Dorner B. Dietary Disaster Plan: Be Prepared for Any Emergency. Akron, Ohio: Becky Dorner & Associates; 1999

Visit SodexoNet for ordering information on:

- Collapsible water containers
- Portable water barrels and hand pumps
- List of contracted emergency water and ice suppliers in your area

« [Sodexo_Net Keyword: Disaster Guide](#)

Standard Disaster Preparedness

Understand Your Food Needs

Understand Your Food Needs

When developing your disaster menu, be sure to check with local distributor as they may have a disaster menu sample you can use.

Having your disaster menu on file, or using your distributor's pre-determined menu, will make it easier to order the products you need for an upcoming disaster.

Access to food can also be limited during and after a disaster.

Develop a Disaster Menu

Disaster menus are for use during severe circumstances. For your cafeteria or retail venue, we recommend a non-select menu with backup items to meet specific needs such as allergies. This will help streamline efforts for your staff and keep the lines moving.

Remind your administration that a disaster menu is just that – a disaster menu. In the beginning, it may be business as usual, but as supplies become limited or the number of people to be served increases, business as usual may not be possible. You may need to adjust your menu.

When developing your disaster menu, use the Sample Disaster Menus found on pages 8-10 as guides. The menu you establish may change based on additional perishable items on hand within food safety guidelines.

During a disaster, units may be unable to prepare food in the facility. You may need to prepare food in tents or set up a mobile kitchen.

Visit Sodexo_Net for information on approved vendors for tents and mobile kitchens.

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Standard Disaster Preparedness

Understand Your Food Needs

Understand Your Food Needs

Sample Disaster Menu – 7-Day Menu			
	Breakfast	Lunch	Dinner
DAY 1	Orange juice, 3/4 c Dry cereal, 3/4 c Milk, 1 c Sugar, 2 pks	Chicken or tuna salad, Bread, 2 slices Pickled beet salad, 1/2 c Apricots, 1/2 c Cookies, 2 Beverage, 1 c	Beef stew (1/2 c) w/ potatoes (1 c) Green peas, 1/2 c Applesauce, 1/2 c Bread or crackers, 1 slice/2 pks Milk, 1 c * Snack
DAY 2	Apple juice, 3/4 c Dry cereal, 3/4 c Milk, 1 c Sugar, 2 pks	Macaroni & cheese, 1 c 4 Bean salad, 1/2 c Crackers, 2 pks Peaches, 1/2 c Beverage, 1 c	Sloppy Joe, 1/2 c on bread (2 slices) or taco shell (2 shells) Corn, 1/2 c Tropical fruit, 1/2 c Milk, 1 c * Snack
DAY 3	Orange or blended juice, 3/4 c Dry cereal, 3/4 c Milk, 1 c Sugar, 2 pks	Bean or split pea soup, 1 c Peanut butter (2 T) & jelly Bread (2 slices) or graham crackers (6 crackers) Apple raisin salad, 1/2 c Pudding, 1/2 c Beverage, 1 c	Chicken & dumplings, 1 c Carrots, 1/2 c Bread or crackers, 1 slice/2 pks Fruit cocktail, 1/2 c Milk, 1 c * Snack
DAY 4	Apple or blended juice, 3/4 c Dry cereal, 3/4 c Milk, 1 c Sugar, 2 pks	Tuna salad, 1/2 c Potato salad, 1/2 c Bread or crackers, 1 slice/2 pks Pineapple, 1/2 c Tomato juice, 1/2 c Beverage, 1 c	Beef ravioli, 1 c Parmesan cheese, 2 T Green beans, 1/2 c Bread or crackers, 1 slice/2 pks Pears, 1/2 c Milk, 1 c * Snack
DAY 5	Pineapple or blended juice, 3/4 c Dry cereal, 3/4 c Milk, 1 c Sugar, 2 pks	Beef cubes w/ BBQ sauce, 1/2 c Baked beans, 1/2 c Bread, 2 slices Tropical fruit, 1/2 c Beverage, 1 c	Corned beef hash, 1 c Mixed vegetables, 1/2 c Bread or crackers, 1 slice/2 pks Applesauce, 1/2 c Milk, 1 c * Snack
DAY 6	Cranberry or blended juice, 3/4 c Dry cereal, 3/4 c Milk, 1 c Sugar, 2 pks	Chicken or tuna salad, 1/2 c Crackers, 4 pks Mandarin oranges, 1/2 c Tomato juice, 1/2 c Cookies, 2 Beverage, 1 c	Chili con carne, 1 c Peas & carrots, 1/2 c Bread or crackers, 1 slice/2 pks Mixed fruit, 1/2 c Milk, 1 c * Snack
DAY 7	Orange or blended juice, 3/4 c Dry cereal, 3/4 c Milk, 1 c Sugar, 2 pks	Peanut butter (2T) & jelly Graham crackers, 6 Peaches, 1/2 c Pudding, 1/2 c Beverage, 1 c	Cream chip beef, 3/4 c Diced or mashed potatoes, 1/2 c Bean salad, 1/2 c Crackers, 2 pks Mixed fruit, 1/2 c

* One snack per day included in daily menu. Snack should provide one additional bread/starch serving (example: 1 pkg. peanut butter crackers) and vegetable serving (ex: 4 oz tomato or V-8 juice). Breakfast Bar may be substituted for dry cereal at Breakfast.

Source: Sysco Foods



Standard Disaster Preparedness

Understand Your Food Needs

Understand Your FOOD Needs**Moderate Impact Disaster Menu – Requires No Power or Water for Preparation**

	Breakfast	Lunch	Dinner
DAY 1	Dry cereal Milk, 8 oz Applesauce Danish Margarine Orange juice, 4 oz	Cheese sandwich Pork and beans Oatmeal cookies Fresh fruit Lemonade/punch Mayonnaise Mustard	Turkey sandwich Chips Pudding cup Fresh fruit Milk, 8 oz Mayonnaise Mustard
DAY 2	Dry cereal Milk, 8 oz Canned fruit Cinnamon roll Margarine Orange juice, 4 oz	Roast beef sandwich Chips Pudding cup Canned fruit Lemonade/punch Mayonnaise Mustard	Ham sandwich 3 bean salad Sugar cookies Canned fruit Milk, 8 oz Mayonnaise Mustard
DAY 3	Dry cereal Milk, 8 oz Canned fruit Bran muffin Margarine Orange juice, 4 oz	Turkey sandwich Chips Pudding cup Canned fruit Lemonade/punch Mayonnaise Mustard	Roast beef sandwich Chips Pound cake Canned fruit Milk, 8 oz Mayonnaise Mustard
DAY 4	Dry cereal Milk, 8 oz Canned fruit Blueberry muffin Margarine Orange juice, 4 oz	Ham sandwich 3 bean salad Pudding cup Canned fruit Lemonade/punch Mayonnaise Mustard	Corned beef sandwich Chips Angel food cake Canned fruit Milk, 8 oz Mayonnaise Mustard

Note: Disaster Orders are based on the menu as written.
Days 2 to 4 will repeat as needed.

Source: Sodexo



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QUALITY OF LIFE SERVICES

Standard Disaster Preparedness

Understand Your Food Needs

Understand Your Food Needs

Severe Impact Disaster Menu - No Power, Water, or Personnel for Meal Preparation

Item	Population	Quantity To Be Served
Nutritionally complete drink	All patients on regular and moderately restricted diets	_____ bricks (individual packages) (1500 calories & meets RDIs)
	All staff and visitors	_____ bricks (individual packages) (1500 calories & meets RDIs)
Nutritionally complete formula specifically for individuals with diabetes	All patients with uncontrolled blood sugars	_____ bricks (individual packages) (_____ grams CHO & _____ calories)
Calorically-dense, nutritionally complete formula for patients with renal disease	All patients with severe renal disease	_____ bricks (individual packages) (_____ grams protein & _____ calories)
Clear liquid nutritional beverage	All patients requiring clear liquids	_____ bricks (individual packages) (_____ calories)

Source: Sodexo

Standard Disaster Preparedness

Understand Your Food Needs

Understand Your Food Needs

Keep The Following On Hand

Ready-To-Use Items

Juice
 Pudding
 Gravy
 Canned tuna fish
 Canned meat
 Pork and beans
 Canned fruits and vegetables
 Ravioli
 Crackers
 Graham crackers
 Peanut butter
 Meals Ready-to-eat (MREs)*

Food Items For Pureed Diets

Canned puree meats
 Fruits
 Vegetables
 Shelf-stable thickened liquids
 Food thickener
 Nutritional supplements

Convenience Items

Soups
 Fruits
 Vegetables
 Meats
 Bread

Individually Wrapped Items

Portion pack condiments
 Granola bars
 Cookies

Nutritional Products

High-calorie, high-protein
 snacks and shakes
 Tube feedings/enteral products
 Energy bars
 Protein bars

Fluids

Bottled water
 Shelf-stable milk
 Juices
 Soups
 Broths

Visit [Sodexo_Net](#) for a list of approved vendors for MREs.

«Sodexo_Net Keyword: Disaster Guide



Understand Your Food Needs

Know Your Food Purchasing Options

If the Sodexo approved vendor is not able to provide food products due to an actual or impending **Disaster**¹, you can purchase **Emergency Food Products**² from unapproved vendor(s) during and after the disaster in order to sustain their business as needed according to the following guidelines:

- You should work with your Sodexo Regional Account Manager (RAM) or the Client Procurement Services Call Center if possible. If your RAM is not available for contact, you can purchase the emergency food products as needed.
- Payment Methods – Sodexo-managed units approve paid outs for **Emergency Food Products** during disaster situations. Original receipts for purchases of this nature are to be submitted with the normal support documentation to the Buffalo Service Center. The unit is to retain a copy of the documentation.
- If you are not a Sodexo-managed unit, there may be similar guidelines in place for payments and post disaster follow-up for insurance claims. Be familiar with your unit specific policies in these areas before a disaster strikes.
- When placing orders for your disaster menu, be aware that returns may not be available without a significant restocking fee. Bottled water is non-returnable.

Do not purchase the following except as a last resort:

- Raw proteins (meat, poultry, seafood, eggs, or egg products)
- Home-canned or home-prepared foods
- Raw fruits and vegetables that are not commercially processed and shelf stable

¹ A **disaster** exists when an applicable State authority declares a "State of Emergency" for a defined area.

² **Emergency food products** are typically shelf-stable and do not require further processing to eat, such as: potable water, potable ice, commercially processed canned foods, bread, bagels, shelf-stable juices, shelf-stable dry goods, Meals Ready to Eat (MREs), shelf-stable milk.

Standard Disaster Preparedness

Understand Your Food Needs

Understand Your Food Needs

Guidelines For Calculating Quantities Needed

To calculate number of cans needed:

1. Refer to the serving size after the menu item.
2. Determine the number of servings per can for that serving size according to the chart below.
3. Divide the number of servings needed (patient or resident census or number of meals to be served) by the number of servings per can.

Example: Sloppy Joe

Serving size = $\frac{1}{2}$ c (4 oz)

Number of 4 oz servings per #10 can = 26

Patient census = 120

120 divided by 26 = 4.6 (5 cans needed)

Guidelines For Calculating Servings Per Can				
Size of Can	Net Wt.	4 oz ($\frac{1}{2}$ c)	6 oz ($\frac{3}{4}$ c)	8 oz (1 c)
#10	104 oz	26	18	13
#5	46 oz	11-12	7-8	6
#303	16-17 oz	4	3	2
#300	14-16 oz	3-4	2-3	2

*Required daily servings per patient/resident

Protein	6 oz
Vegetables	3-5 – 4 oz servings
Fruit	2-4 – 4 oz servings
Bread/Starch	6-11 servings
Milk or milk equivalent	2 – 8 oz servings

* Revised 4/96, Agency for HealthCare Administration
Source: Sysco Foods

Standard Disaster Preparedness

Understand Your Food Needs

Food Product Shelf Life Guideline

For purchased products, always follow the manufacturer's expiration date or packaging date (i.e. "use by," "best if used by," etc.) For products WITHOUT manufacturer's expiration date, use the shelf life guidelines listed below.

Purchased Products - Shelf Stable				
(Before using this chart, always check the manufacturer's expiration or use by date)				
Product - Unopened	Dry Storage 50°F - 70°F 10°C - 21.1°C 50% - 60% RH	Refrigerator Storage 40°F / 4°C or below	Freezer (0°F / -18°C)	Comments
Breads				
Breads, fresh	Store at room temperature. Use the date as a guide or use within 3 to 5 days.	Storing in the refrigerator promotes staling	3 months	Over wrap well to prevent drying out; thaw at room temperature
Bread and rolls, unbaked dough		2 to 3 days	2 months	Sometimes dough doesn't rise as well if frozen
Breadcrumbs and croutons	6 months			
Muffins, rolls, quick breads		3 days	1 to 2 months	Wrap individually, pack in rigid containers to prevent crushing
Pancakes and waffles		2 days	1 month	Freeze with waxed paper between each two. Heat without thawing in a toaster or under broiler.
Pastries, danish, doughnuts	Store at room temperature	Best used within 1 to 3 days	3 months	
Tortillas, corn or flour		1 week	3 months	Wrap well
Tube cans of rolls, biscuits, pizza dough, etc.		Use-by date	Don't Freeze	
Ready-to-bake pie crust		Use-by date	2 months	
Cookie dough		Use-by date unopened or opened	2 months	
Cakes				
Angel food & sponge cakes		3 days	4 to 6 months	Wrap well
Cheesecake		3 to 7 days	4 to 6 months	Wrap well
Fruit cakes			1 year	Wrap well
Layer cakes	Store at room temperature	Best used within 3 to 7 days	2 to 4 months	Wrap well. Butter frosting freezes well, fluffy egg white frostings do not.

Standard Disaster Preparedness

Understand Your Food Needs

Food Product Shelf Life Guideline

Purchased Products – Shelf Stable (Before using this chart, always check the manufacturer's expiration or use by date)				
Product - Unopened	Dry Storage 50°F - 70°F 10°C - 21.1°C 50% - 60% RH	Refrigerator Storage 40°F / 4°C or below	Freezer (0°F / -18°C)	Comments
Cookies				
Cookies, homemade and baked	2 to 3 weeks		4 to 6 months	Pack in airtight container
Cookies, store bought and packaged	2 months		8 to 12 months	
Cookies, unbaked dough		2 to 3 days	6 months	Form refrigerator dough cookies in rolls; wrap tightly, thaw in refrigerator before slicing or dropping on cookie sheets
Pies				
Chiffon pie, Pumpkin pie		2 to 3 days	1 month	
Cream and Custard pies		2 to 3 days	6 months	
Fruit pies, baked		2 to 3 days	6 to 8 months	Wrap well; thaw at room temperature
Fruit pies, unbaked			8 months	Cut holes in upper crust to vent; bake unthawed
Pies, starch-thickened custard		1 to 2 days	Do not freeze	Fillings become watery and lumpy and pastry becomes soggy
Pies, nut, baked		4 to 5 days	6 months	Wrap well
Pie shells, unbaked		1 day	2 months	Fit in pie pans; prick crusts. Stack pie pans with 2 layers freezer paper between. Place in freezer bags. Either bake frozen or thaw in refrigerator.
Quiche		2 to 3 days	6 months	
Dairy				
Butter		1 to 3 months, unopened 2 to 3 weeks, opened	9 months	Leave in original wrapping; overwrap well
Margarine, spread substitutes		4 to 5 months, unopened 1 month, opened	1 year	

Standard Disaster Preparedness

Understand Your Food Needs

Food Product Shelf Life Guideline

Purchased Products – Shelf Stable				
(Before using this chart, always check the manufacturer's expiration or use by date)				
Product - Unopened	Dry Storage 50°F - 70°F 10°C - 21.1°C 50% - 60% RH	Refrigerator Storage 40°F / 4°C or below	Freezer (0°F / -18°C)	Comments
Cheese, hard (such as Cheddar, Swiss)		6 months, unopened	6 months	Freezing destroys the character of the cheese
Cheese, Parmesan, grated		3 to 4 weeks, opened	1 to 2 months	
Cheese, soft (such as Brie, camembert)		1 week	6 months	
Cottage cheese, ricotta cheese		1 week, opened 45 to 60 day, unopened	Does not freeze well	Separates, becomes grainy
Cream cheese	Never expose cream cheese to room temperature for more than 2 hours or 1 hour at 90° F or higher	2 weeks	Does not freeze well	Can be mixed with other ingredients and frozen; by itself becomes crumbly
Cream-Whipped, ultra- pasteurized		1 month	Does not freeze	
Cream-Whipped, sweetened		1 day	1 to 2 months	
Cream-Aerosol can, real whipped cream		3 to 4 weeks	Does not freeze	
Cream-Aerosol can, non-dairy topping		3 months	Does not freeze	
Cream, Half and Half		3 to 4 days	4 months	
Eggnog, commercial		3 to 5 days	6 months	
Ice Creams, sorbets		Can't Refrigerate	1 to 2 months	Overwrap to prevent ice crystals, freezer burn
Milk: Whole, Reduced & Low Fat, & Fat Free	3 to 5 years, unopened	7 days	1 month	Allow room for expansion in freezer container; thaw in refrigerator
Milk substitutes: Soy, Rice, and Almond	12 to 23 months, unopened	85 days, unopened 7 to 10 days, opened	3 months	
Buttermilk, fresh	12 to 23 months, unopened	2 weeks, opened		
Buttermilk, powdered	12 to 23 months, unopened	2 weeks, opened		
Condensed milk, canned	12 to 23 months, unopened	8 to 20 days, opened		
Dry/Powdered milk	12 to 23 months, unopened	8 to 20 days, opened		

Standard Disaster Preparedness

Understand Your Food Needs

Food Product Shelf Life Guideline

Purchased Products – Shelf Stable (Before using this chart, always check the manufacturer's expiration or use by date)				
Product - Unopened	Dry Storage 50°F - 70°F 10°C - 21.1°C 50% - 60% RH	Refrigerator Storage 40°F / 4°C or below	Freezer (0°F / -18°C)	Comments
Evaporated Milk, canned	12 to 23 months, unopened	8 to 20 days, opened		
Pudding	Package date	2 days after opening	Doesn't freeze	Can separate
Sour cream		7 to 21 days	Doesn't freeze	Separates when thawed
Yogurt		7 to 14 days	1 to 2 months	Texture changes
Eggs				
Fresh, in shell		3 to 5 weeks	Don't freeze	
Raw whites		2 to 4 days	1 year	
Raw yolks		1 week	Don't freeze well	Yolks can clump
Hard cooked eggs		1 week	Don't freeze well	Whites become rubbery; water separates
Liquid pasteurized eggs, egg substitutes		3 days, opened 10 days, unopened	Doesn't freeze well 1 year	If opened, read label instructions regarding freezing. Freeze if unopened.
Mayonnaise, commercial, refrigerate after opening	2 to 3 months, unopened	1 year, unopened 2 months, opened	Doesn't freeze	
Fruits, Fresh				
Commercially frozen fruits			1 year	
Canned fruits	12 to 24 months, unopened	2 to 3 days, opened		Do not store in opened can. Store in airtight container.
Dried fruits	6 months	3 to 5 days, cooked		Keep cool, in airtight container; if possible, refrigerate
Apples		3 to 5 months		
Apricots, grapes, nectarines, peaches, pears, plums		3 to 5 days	6 months	
Avocados	2 to 3 days after ripened	5 to 10 days		
Bananas	Store at room temperature			

Standard Disaster Preparedness

Understand Your Food Needs

Food Product Shelf Life Guideline

Purchased Products – Shelf Stable				
(Before using this chart, always check the manufacturer's expiration or use by date)				
Product - Unopened	Dry Storage 50°F - 70°F 10°C - 21.1°C 50% - 60% RH	Refrigerator Storage 40°F / 4°C or below	Freezer (0°F / -18°C)	Comments
Berries, cherries		2 to 3 days	Freeze individually on cookie sheets; repackage in heavy plastic bags	
Cranberries		3 to 4 weeks	8 to 12 months	
Grapefruit	7 days	2 weeks	4 to 6 months	Wrap cut surfaces to prevent loss of Vitamin C
Grapes		1 to 2 weeks		
Guavas, papayas		1 to 2 days		
Kiwi fruit	3 to 5 days after ripening	4 to 6 months if unripe		
Lemons	1 week	2 to 5 weeks		
Limes	1 week	2 to 5 weeks		
Melons		1 week	8 to 12 months	Wrap cut surfaces to prevent Vitamin C loss, control odors
Oranges	3 to 4 days	5 to 6 weeks		
Peaches	Ripen at room temperature	2 to 3 days		
Pineapple	1 to 2 days	3 to 5 days		
Tangerines	2 to 3 days	1 week		
Watermelon	Uncut watermelon can be stored at room temperature for a few days	6 to 8 days		
Fruit Beverages				
Juices in cartons, fruit drinks, punch		3 weeks, unopened 7 to 10 days, opened	8 to 12 months	
Deli Meats / Salads				
Store-prepared (or homemade) egg, chicken, ham, tuna, macaroni salads		3 to 5 days	Doesn't freeze well	
Hot dogs		2 week, unopened 1 week, opened	1 to 2 months	Changes texture, flavor

Standard Disaster Preparedness

Understand Your Food Needs

Food Product Shelf Life Guideline

Purchased Products – Shelf Stable				
(Before using this chart, always check the manufacturer's expiration or use by date)				
Product - Unopened	Dry Storage 50°F - 70°F 10°C - 21.1°C 50% - 60% RH	Refrigerator Storage 40°F / 4°C or below	Freezer (0°F / -18°C)	Comments
Luncheon meats		2 weeks, unopened 3 to 5 days, opened	1 to 2 months	These lose flavor quickly; wrap tightly
Bacon & Sausage				
Bacon and pancetta		7 days	1 month	Leave unopened in original wrapping; over wrap well
Sausage, fresh; raw from chicken, turkey, pork, beef		1 to 2 days	1 to 2 months	Over wrap packages well
Smoked breakfast links, patties		7 days	1 to 2 months	Over wrap packages well
Hard sausage - pepperoni, jerky sticks		2 to 3 weeks	1 to 2 months	Keep in original packaging; over wrap well
Summer sausage - labeled "Keep Refrigerated"		3 months, unopened 3 weeks, opened	1 to 2 months	
Ham, Corned Beef				
Corned beef, in pouch with pickling juices		5 to 7 days	Drained, 1 month	
Ham, canned - labeled "Keep Refrigerated"		6 to 9 months, unopened 3 to 5 days, opened	1 to 2 months	Doesn't freeze
Ham, fully cooked vacuum sealed at plant, undated		2 weeks, unopened	1 to 2 months	
Ham, fully cooked vacuum sealed at plant, dated		"use by" date on package, unopened	1 to 2 months	
Ham, fully cooked, whole		7 days	1 to 2 months	
Ham, fully cooked, half		3 to 5 days	1 to 2 months	
Ham, fully cooked, slices		3 to 4 days	1 to 2 months	
Ground Meats				
Hamburger, ground beef		1 to 2 days	3 to 4 months	
Ground turkey, veal, pork, lamb & mixtures of them		1 to 2 days	3 to 4 months	

Standard Disaster Preparedness

Understand Your Food Needs

Food Product Shelf Life Guideline

Purchased Products – Shelf Stable

(Before using this chart, always check the manufacturer's expiration or use by date)

Product - Unopened	Dry Storage 50°F - 70°F 10°C - 21.1°C 50% - 60% RH	Refrigerator Storage 40°F / 4°C or below	Freezer (0°F / -18°C)	Comments
Fresh Beef, Veal, Lamb, Pork				
Steaks		3 to 5 days	6 to 12 months	Wrap pieces individually, then over wrap tightly
Chops		3 to 5 days	4 to 6 months	Wrap pieces individually, then over wrap tightly
Roasts		3 to 5 days	4 to 12 months	Wrap pieces individually, then over wrap tightly
Variety meats – tongue, liver, heart, kidneys, chitterlings		1 to 2 days	3 to 4 months	
Pre-stuffed, uncooked pork chops, lamb chops, or chicken breast stuffed with dressing		1 day	Doesn't freeze well	
Soup & Stews				
Chili			4 to 6 months	All-meat chili freeze better than those containing beans, which can break down and become mushy
Soups, broth-based		3 to 4 days	4 months	Freeze in usable amounts or individual servings
Soups, cream-based, such as chowders, bisques		2 days	Do not freeze	Can curdle and separate
Stock		3 to 4 days	4 to 6 months	Freeze in usable amounts
Stews		3 to 4 days	4 to 6 months	Freeze in usable amounts
Meat Leftovers				
Cooked meat and meat casseroles		3 to 4 days	2 to 3 months	
Gravy and meat broth		1 to 2 days	2 to 3 months	

Standard Disaster Preparedness

Understand Your Food Needs

Food Product Shelf Life Guideline

Purchased Products – Shelf Stable

(Before using this chart, always check the manufacturer's expiration or use by date)

Product - Unopened	Dry Storage 50°F - 70°F 10°C - 21.1°C 50% - 60% RH	Refrigerator Storage 40°F / 4°C or below	Freezer (0°F / -18°C)	Comments
Fresh Poultry				
Chicken, turkey, or duck, whole		1 to 2 days	1 year	Keep in original packaging
Chicken or turkey, pieces		1 to 2 days	9 months	Over wrap well
Giblets		1 to 2 days	3 to 4 months	
Cooked Poultry				
Fried chicken		3 to 4 days	4 months	
Cooked poultry casseroles		3 to 4 days	4 to 6 months	
Pieces, plain		3 to 4 days	4 months	
Pieces covered with broth, gravy		1 to 2 days	6 months	
Chicken nuggets, patties		3 to 4 days	1 to 3 months	
Pizza				
Pizza		3 to 4 days	1 to 2 months	
Stuffing				
Stuffing, cooked		3 to 4 days	1 month	
Fish				
Lean fish (cod, flounder, haddock, sole, etc.)		1 to 2 days	6 months	
Fatty fish (salmon, bluefish, mackerel, etc.)		1 to 2 days	2 to 3 months	
Cooked fish		3 to 4 days	4 to 6 months	Texture becomes mushy
Smoked fish		14 days or date on vacuum package	2 months in vacuum package	Vacuum package
Shellfish				
Clams, oysters, scallops; live			7 to 10 days	Remove from shells; freeze in their own liquid in airtight plastic freezer bags or containers; raw scallops easily become rubbery

Standard Disaster Preparedness

Understand Your Food Needs

Food Product Shelf Life Guideline

Purchased Products – Shelf Stable				
(Before using this chart, always check the manufacturer's expiration or use by date)				
Product - Unopened	Dry Storage 50°F - 70°F 10°C - 21.1°C 50% - 60% RH	Refrigerator Storage 40°F / 4°C or below	Freezer (0°F / -18°C)	Comments
Cooked shellfish		3 to 4 days	3 months	
Crab, cooked		1 to 2 days	2 months	If in shell, leave in shell; dip in water and freeze to form thin ice glaze to prevent drying out and becoming stringy; then repackage
Fish sticks			18 months	
Lobster tails, raw			3 months	Over wrap original wrapping well
Lobster & crab, live		Same day purchased		
Shrimp, crayfish, squid, shucked clams & mussels; raw		1 to 2 days	3 to 6 months	
Shrimp, cooked			Don't freeze	Texture becomes mushy
Shrimp, breaded, commercial			1 year	
Staples / Pantry Items				
Baby food, canned	12 months, unopened 2 days, opened			
Baking powder	18 months, unopened 6 months, opened			Keep dry and covered
Baking soda	2 years, unopened 6 months, opened			Keep dry and covered
Barbecue sauce	1 year, unopened	6 months, opened		
Biscuit mix	12 to 18 months			
Bouillon cubes or granules	2 years			Keep dry and covered
Brownie mix	9 to 12 months			
Cake mix	9 to 12 months			

Standard Disaster Preparedness

Understand Your Food Needs

Food Product Shelf Life Guideline

Purchased Products – Shelf Stable				
(Before using this chart, always check the manufacturer's expiration or use by date)				
Product - Unopened	Dry Storage 50°F - 70°F 10°C - 21.1°C 50% - 60% RH	Refrigerator Storage 40°F / 4°C or below	Freezer (0°F / -18°C)	Comments
Candles		2 to 4 months	6 months	Chocolate-coated varieties may develop white bloom on outside from temperature; thaw in refrigerator
Catsup/Ketchup, chill sauce, cocktail sauce	12 months, unopened 1 month, opened			Refrigerate for longer storage
Cereals, ready-to-eat	6 to 12 months (opened & unopened)			Refold package liner tightly after opening
Chili powder	6 months			
Chocolate	semi-sweet, 18 months unsweetened, 18 months			Keep in a cool place
Chocolate syrup	2 years, unopened	opened - 6 months		Cover tightly and refrigerate after opening
Cocoa mixes	8 months, unopened 3 to 6 months, opened			Cover tightly
Cocoa, baking	24 months			Cover tightly
Coconut, shredded (canned or packaged)	unopened - 1 year	opened - 6 months		Refrigerate after opening
Coffee, cans	unopened - 2 years			Storing coffee at room temperature is the most convenient method of storage. It works well for coffee that will be consumed within one to two weeks of purchase.
Coffee, instant	unopened - 1 to 2 years opened - 2 months			
Coffee, whole beans	1 to 2 weeks			
Cornmeal	18 months			Keep tightly closed
Cornstarch	Indefinite			Keep tightly closed
Crackers	6 months		3 months	Freeze "sleeves" in heavy plastic bags
Flour, white	6 months	1 year	1 to 2 years	
Flour, whole wheat	6 to 8 months		1 to 2 years	Store in refrigerator
Flour, bread	6 to 8 months	1 year	1 year	

Standard Disaster Preparedness

Understand Your Food Needs

Food Product Shelf Life Guideline

Purchased Products – Shelf Stable

(Before using this chart, always check the manufacturer's expiration or use by date)

Product - Unopened	Dry Storage 50°F - 70°F 10°C - 21.1°C 50% - 60% RH	Refrigerator Storage 40°F / 4°C or below	Freezer (0°F / -18°C)	Comments
Gelatin, all types	18 months			Keep in original containers
Grits	12 months			Store in airtight container
Herbs, dried	6 to 12 months	1 week	1 to 2 years	
Herbs, fresh	6 to 12 months	1 week	1 to 2 years	
Honey	12 months, unopened and opened			Cover tightly. If crystallizes, warm jar in pan of hot water
Horseradish	1 year, unopened	4 to 6 months		
Hot sauce	3 years			
Jelly, jam & preserves	unopened - 12 months	opened - 6 months		Refrigerate after opening
Maple syrup	1 year, unopened	3 years, opened		
Marshmallow cream	unopened - 3 to 4 months			
Marshmallows	2 to 3 months			Keep in airtight container
Mayonnaise	unopened - 2 to 3 months	opened - 2 to 3 months		Refrigerate after opening
Molasses	unopened - 12 months opened - 6 months			Keep tightly closed. Refrigerate to extend storage life.
Mustard, prepared yellow	unopened - 2 years opened 6 to 8 months			May be refrigerated. Stir before using.
Nuts (Nuts; hazelnuts, walnut, pecans), in shell	4 months	1 year	2 years	Refrigerate after shelling. Freeze for longer storage.
Nuts, vacuum can	3 months	1 year	2 years	Refrigerate after shelling. Freeze for longer storage.
Milk (condensed or evaporated, canned)	12 months +			Invert cans every 2 months
Milk, non-fat dry	unopened - 6 months opened - 3 months			Store in airtight container
Olives, bottled or canned	1 year			
Pancake mixes	6 to 9 months			

Standard Disaster Preparedness

Understand Your Food Needs

Food Product Shelf Life Guideline

Purchased Products - Shelf Stable				
(Before using this chart, always check the manufacturer's expiration or use by date)				
Product - Unopened	Dry Storage 50°F - 70°F 10°C - 21.1°C 50% - 60% RH	Refrigerator Storage 40°F / 4°C or below	Freezer (0°F / -18°C)	Comments
Pasta (dry spaghetti, macaroni, etc.)	2 years			Once opened, store in airtight container
Peanut butter	unopened - 6 to 9 months opened - 2 to 3 months			Refrigeration not necessary, but will keep longer if refrigerated
Pectin, liquid	opened - 1 month unopened - 1 year			
Pectin, dry	1 year			
Pickles	unopened - 1 to 2 years			
Pie Crust mix	unopened - 8 months			
Popcorn	1 to 2 years			Keep in airtight container
Potatoes, instant	6 to 12 months			
Pudding mixes	12 months			
Rice, white	2 years +			Keep tightly closed
Rice, flavored or herb	6 months			Keep tightly closed
Salad dressings, bottled	unopened - 10-12 months opened - 3 months			Refrigerate after opening
Salad oils (corn, canola)	18 months			
Olive oil	24 months			
Sauces & gravy mixes	6 to 12 months			
Shortening	unopened - 18 months opened - 6 to 8 months			
Spices, whole	1 to 2 years		2 to 3 years	Store in airtight container in a dry place
Spices, ground	6 to 12 months		1 to 2 years	Store in airtight container in a dry place
Sugar, granulated	2 years +			Put in airtight container and cover tightly
Sugar, brown	4 months			Put in airtight container and cover tightly

Standard Disaster Preparedness

Understand Your Food Needs

Food Product Shelf Life Guideline

Purchased Products – Shelf Stable				
(Before using this chart, always check the manufacturer's expiration or use by date)				
Product - Unopened	Dry Storage 50°F - 70°F 10°C - 21.1°C 50% - 60% RH	Refrigerator Storage 40°F / 4°C or below	Freezer (0°F / -18°C)	Comments
Sugar, confectioners or powdered	18 months			Put in airtight container and cover tightly
Sugar, sweeteners	2 years +			Put in airtight container and cover tightly
Syrups	12 months			Keep tightly closed. Refrigerate to extend storage life.
Tea, bags	18 months			Store in airtight container
Tea, instant	3 years			Store in airtight container
Tea, loose	2 years			Store in airtight container
Tofu		1 week	5 months	Change storage water every day or two after
Vanilla extract	2 years, unopened 2 months, opened			Keep tightly closed
Vinegar	2 years, unopened 12 months, opened			Keep tightly closed and store in a cool, dark area
Yeast, dry or frozen compressed	Package expiration date		1 to 2 years	
Yeast, vacuum-sealed bag	Indefinitely			

Standard Disaster Preparedness

Understand Your Food Needs

Understand Your Facility Management Needs

- Check inventory levels of chemicals, can liners, and paper products. Adequate inventories should be on hand before, during and after the storm in case vendors cannot reach your unit.
- Make sure waste services vendor has picked up before the storm.
- Check all power systems and generators to ensure they are operating and have a fuel supply on hand.
- All emergency supplies should be ordered in advance from your MRO vendors.
- Inspect HVAC systems before the storm hits.
- Inspect emergency lighting systems to make sure they are operational.

Technical Maintenance & Asset Management

- HVAC
- Other Mechanical Systems
- Remote Monitoring
- Roofing Systems
- Electrical Systems
- Generators
- Plumbing Systems
- Utilities

Soft FM Services:

- Environmental Services/Cleaning/Janitorial
- Concierge
- Conference Room Services
- Document Management
- Concierge /Front of House Services
- Grounds and Landscaping
- Health and Fitness
- Laundry/Linen Care
- Mailroom
- Pest Control
- Security
- Transportation
- Waste Management

Standard Disaster Preparedness

Understand Your Food Needs

General Facility Emergency Preparedness Plan

Facility emergency preparedness plans are necessary to ensure buildings remain safe and operational during unforeseen disasters. By having a thorough plan in place, disasters can be addressed effectively and efficiently. While there may be some overlap in emergency plans, there should be a separate plan for at least each of the following situations:

- Severe weather
- Fire/Explosion
- Utility failure
- Hazardous materials/Radiological (if applicable)
- Acts of terrorism/Civil unrest
- Public health emergency

Specific needs vary for each facility, but the below list provides items that should be accounted for when developing a plan.

1. Be familiar with how all HVAC, Lighting, and Kitchen equipment is controlled.
2. Determine if there is equipment that must remain on (data centers, freezers, etc.)
3. Identify location of shut off valves for gas, water, electricity, and other utilities.
Have map available of these locations in case others need to shut off utilities during an emergency.
4. Train all staff on use and location of safety equipment such as fire extinguishers.
Schedule quarterly or semi-annual trainings for new staff.
5. Ensure a reasonable amount of maintenance supplies are on hand, including HVAC filters, light bulbs, fan belts, and other items that may be needed to get a building back to operational. Getting these supplies during or immediately after an emergency may be difficult to do. Good practice is to make sure you have supplies for at least 1 month on hand.
6. Develop a staffing plan. Even if the building is left unoccupied, some equipment may still be required to operate. Having a plan in place for who needs to be available and what rotation will need to take place helps ensure essential equipment does not experience failure during the disaster.
7. Develop an up to date list of emergency telephone numbers and plan to reach all staff if needed (call tree, etc.).

General Facility Emergency Preparedness Plan

8. Develop a reduced operations plan. If part of the facility becomes inoperable or there is an extended power outage, having less floor area to manage may allow less equipment to be needed or smaller power generation requirements.
9. If part or all of the facility is on emergency power generation, ensure the fuel purchasing plan is suitable for the facility needs. A minimum of 24 hours of fuel is recommended to be on site at all times.
10. Develop or update regular testing regimen for generator. Typically, these need to be ran for a few hours monthly or quarterly.
11. Check/replace emergency lighting batteries regularly.
12. Determine if backup electrical source from secondary substation is present, and confirm with utility company is active.
13. Maintain/update any facility evacuation plans.
14. Determine communication methods for announcing emergency plan enactment.
15. Have plan in a step-by-step procedure simple enough for someone not familiar with it to enact.
16. Update plans after any change in facility use and/or renovations.

Construction

Disasters are going to happen. Weather, chemical spills, fire, accidents, and (most recently) illnesses related to pandemic outbreaks are common occurrences that we must prepare for and respond to. All Sodexo project managers, contractors, sub-contractors, consultants, equipment vendors and others who physically work on our construction sites should know the basic procedures of response and the key numbers to call during an emergency. Finally, we work across North America where state and local governments have various requirements and resources. Each construction site and each project manager should consider state and local requirements and resources in determining final plans. Additionally, in all cases, we must defer to the emergency plans required by the owners of our construction sites.

Response To Disaster Warning

Anticipate Damage

Anticipate Damage

During strong winds (e.g., winds that exceed 40-45 miles per hour), be aware that:

- Suppliers and distributors may ask their employees to remain off the roads for their own safety.
- Power lines may be down, restricting access to roads.
- Roads and bridges may be closed due to damage, preventing deliveries from coming in a timely manner after the “disaster.”

Anticipate these obstacles to ensure your disaster plans accommodate them.

Expect Delays

When a distribution facility is working in emergency mode, they will most likely honor “emergency” orders that have been previously communicated. Depending upon their available resources, distributors may not be able to provide an estimated time of delivery. Prepare for delays due to staffing, road conditions, and in some instances, the need for police escorts into disaster areas.

Work with your facility’s Emergency Operations Center (EOC). Typically, the EOC communicates with the Red Cross and may be able to get water and ice during an emergency more efficiently than the Food and Nutrition Department.

FEMA may re-direct food and water supplies as needed.

Anticipate Staff Shortages

In the event of a disaster some employees may not be able to safely travel to work. Temporary labor is available.

Visit SodexoNet for a list of approved temporary labor vendors.

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If Disaster Strikes

Stay Informed

Stay Informed

Stay Informed

- Stay tuned to the National Oceanic and Atmospheric Administration (NOAA) Weather Radio or the local news for the latest updates using a battery operated radio or television if necessary.
- Stay tuned to broadcasts from the Emergency Alert System (EAS). The EAS sends out alerts to broadcast media, cable television, satellites, pagers, high definition television, and video dial tone.
- Refer to your Disaster Plan and Emergency and Key Contacts list for important sources of information.

Follow The Advice Of Local Emergency Officials

If disaster strikes, follow the advice of local emergency officials.

- Local Public Health Department
- Local Emergency Management Office
- Local American Red Cross Chapter
- Local Fire Department
- Local Police Department



If Disaster Strikes

Know Your Risk

Know Your Risk

Know Your Risk

Do NOT risk personal injury to yourself, or the safety of others. Know your risk and have a safe place to go, with time to get there.

Listen to and comply with local weather advisories. Move to the designated secure area when notified.

If you are unable to evacuate, go to your safe room. If you do not have one, follow these guidelines:

- Stay indoors during the storm and away from windows and glass doors.
- Close all interior doors. Secure and brace external doors.
- Keep curtains and blinds closed. Do not be fooled if there is a lull; it could be the eye of the storm – winds will pick up again.
- Take refuge in a small interior room, walk-in cooler, closet, or hallway on the lowest level.
- Lie on the floor under a table or other sturdy object.

Watch For New Safety Issues

Be aware of safety issues created by the disaster such as:

- Gas leaks
- Broken glass
- Damaged electrical wiring
- Slippery floors

Inform local authorities about health and safety issues, including:

- Washed out roads
- Contaminated buildings
- Contaminated water
- Chemical spills
- Downed power lines
- Smoldering insulation
- Dead animals

If Disaster Strikes

Communicate With Your Staff

Communicate With Your Staff

If cell phone service is not down, these tips can help you communicate if disaster strikes:

- Limit your calls and try text messaging instead. Oftentimes, text messages go through to another wireless device even when a call does not.
- If you have an iPhone, you might be able to send iMessages to other iPhone users over Wi-Fi.
- Disaster preparedness apps can help. The Life360 app shows users' locations and contains a messaging feature you can use to communicate with staff, and the Viber app allows you to make voice calls over the Internet if you have a Wi-Fi signal.

Effective communication with your staff is a key factor in safety, organization, and efficiency.

- Assemble your Disaster Teams.
- Meet periodically to address disaster issues and concerns.
- Inform your staff of safety issues and changing disaster conditions to prevent injuries and panic.
- Organize your staff so food and water needs are met.
- Inform your staff of their duties for maximum efficiency.



Sources:

<https://www.greenbot.com/article/2151389/prepare-your-android-phone-to-help-you-during-a-disaster.html>

<https://www.fcc.gov/consumers/guides/fccfema-tips-communicating-during-emergency>

Start-Up After The Disaster

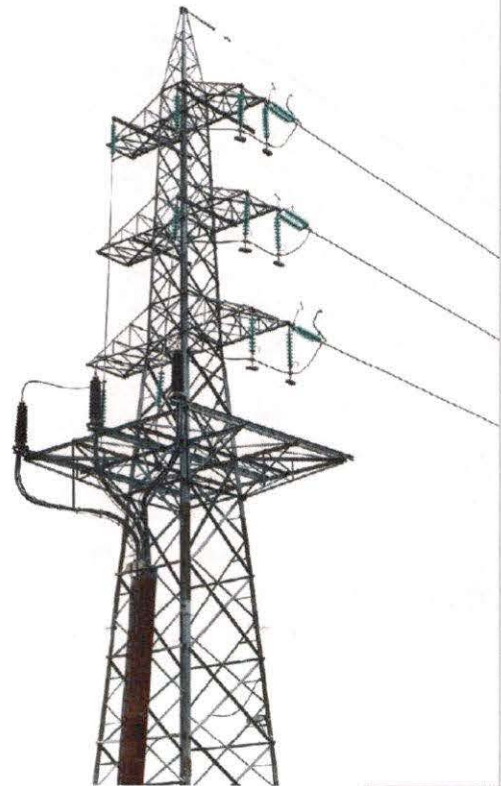
Routine Operations

Routine Operations

After the immediate danger has passed, you can begin to start your routine operations once again. However, depending on the severity of the disaster, you may be operating under a different set of rules for some time. For example:

- The water in your area may have been deemed “non-potable.”
- You may be under a “boil water” advisory.
- Electricity may be out.
- Bridges and roads may be out.

Contact your local public health department about post-disaster cleanup and health issues, including access to safe drinking water.

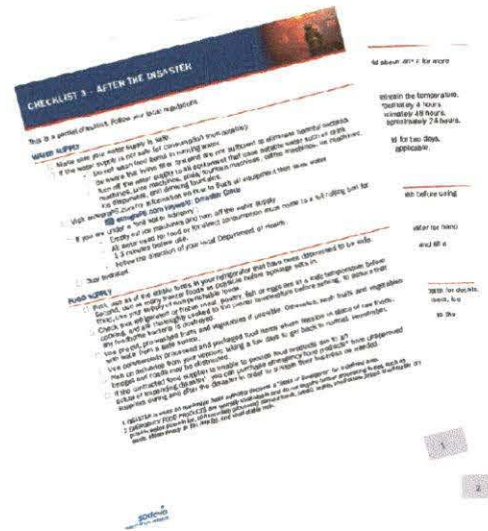


Start-Up After The Disaster

Complete Checklist 3 – After The Disaster

Complete Checklist 3 – After The Disaster

To see what steps you may need to take following the immediate disaster, review “Checklist 3 – After the Disaster.” Download the checklist on SodexoNet. «Sodexo_Net Keyword: Disaster Guide



Start-Up After The Disaster

Truck Rental

Truck Rental

When starting routine operations after a disaster, it may be necessary to rent a truck. Trucks can be used for storage or transportation of supplies and equipment. For example:

- If your operation floods, you may need to rent a truck to move or store equipment.
- In the event of power failure, you may need to rent a truck to move perishable food to a new location.
- Distributor refrigerated trailers have limited availability and may not be available to your unit. Check with your local distributor in advance of the disaster – or the Supplier Resources Page on SodexoNet – for additional options.

Visit SodexoNet for information on approved truck rental vendors.

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Start-Up After The Disaster

Post Disaster Follow Up

Post Disaster Follow Up

Insurance and indemnity – As soon as possible after the disaster, the unapproved vendor must provide Sodexo with an insurance certificate naming Sodexo as the additional insured for General Liability in the amount of \$2,000,000 per claim. The unapproved vendor must indemnify Sodexo for any losses due to food products. Purchases can occur before the insurance certificate/indemnity is received in order to continue business as necessary during a disaster situation, but documentation must be gathered as soon as possible afterwards, and local management should perform due diligence to obtain the documentation. These documents must be maintained at the unit level and/or by the Regional Account Manager (RAM) as deemed necessary.

Reference Material

Post Disaster Follow Up

Post Disaster Follow Up

Checklists 1, 2, and 3 are available for downloading on SodexoNet. Use them as required throughout the year.

The Emergency and Key Contact List is available for downloading on SodexoNet. Complete the Emergency and Key Contact List as applicable for your location.

Visit SodexoNet for additional disaster related resources and information on approved disaster related contracted products.

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Attachment 9: Interim Management Fee Agreement

THIS INTERIM MANAGEMENT FEE AGREEMENT, ("Interim Contract") made and entered into on May 18th, 2024 by and between Sodexo Operations, LLC, a Delaware limited liability company, hereinafter referred to as "Contractor", and McNeese State University, Lake Charles, Louisiana, hereinafter referred to as "University." Contractor and University shall be known individually as a "Party" and collectively as the "Parties." The Parties agree as follows:

THAT WHEREAS, the University and the Contractor desire to develop an interim financial arrangement related to food and dining services ("Services"); and

WHEREAS, the University wishes to avail itself of those services and the Parties hereto desire to reduce the terms of their agreement to writing;

NOW, THEREFORE, the Parties hereby agree to the following:

Services described in the McNeese State University Management Agreement, Food Service Operations, will follow a Management Fee Structure, as stated below, during the period of May 18th, 2024, through June 30th, 2024.

By this Interim Contract, Contractor is authorized to make the necessary expenditures to prepare for and to commence the above stated Services. Any additional expenditures will be agreed upon by Contractor and University in advance.

Contractor shall collect and deposit any Gross Sales from the Services, excluding meal plan sales. Contractor shall pay Authorized Operating Expenses, defined under "Authorized Operating Expenses" below, in connection with the Services. Any Surplus or Deficit shall be for University's account. Contractor will receive for its services provided pursuant to this Contract the Management Fee and General & Administrative Fee described below.

Management Fee: University will pay to the Contractor a Management Fee, monthly, totaling two percent (2%) of Authorized Operating Expenses.

General & Administrative Fee: University will pay to the Contractor a General & Administrative Fee totaling two percent (2%) of Authorized Operating Expenses.

Authorized Operating Expenses:

All costs, Charges and expenses incurred in connection with the Services including, but not limited to, the following:

- The invoiced amounts to Contractor for goods and services, including food, beverages, merchandise, cleaning products, equipment, supplies, and other contracted services.
- Salaries and wages.
- Payroll taxes.
- Employee benefits (including worker's compensation insurance).
- Uniforms.
- Trash removal services.
- Hazardous waste removal.

- Laundry (includes linen replacement).
- Paper supplies.
- Smallwares.
- Expendable equipment.
- Cleaning supplies.
- Office Supplies (e.g., postage, first aid supplies, etc.).
- Cost of licenses, permits and certifications, information systems, software and software maintenance.
- Third party recruitment and placement fees, marketing and promotional or proprietary materials, uniforms and linen, flowers, decorations, decor, signage, overnight delivery, if necessary, minor equipment, repair and maintenance of Contractor-supplied equipment, sales, use and other taxes related to the Services (other than taxes collected and remitted by Contractor to a taxing authority), training expenses (including travel) for employees assigned to the Services, criminal background investigations and drug screenings for Contractor's employees assigned to the Services at the Premises.
- Commissions paid.
- Electronic meal program identification system supplies
- Administrative and General (e.g., telephone, permits/licenses, credit card service fees, and others that apply only to on-site expenses).
- Transportation costs (previously approved by the University) involved in moving goods, equipment, and supplies between locations on campus).
- Cost of Sub-Contracted services approved by the University (e.g., service Contracts, bank service).
- Charges for workers' compensation and general liability insurance based on the average manual rates for such insurance in the geographic area of the Premises and other insurance related to the Services provided herein.
- Armored car service.
- Miscellaneous pre-approved expenses such as employee recruiting and menu printing.
- Amortization/Depreciation charges for any equipment purchased by the Contractor (with prior approval from the University) and brought on site.
- Equipment maintenance and service Contracts.

Many of Contractor's manufacturers, suppliers and distributors provide rebates, allowances, and other payments to Contractor based on Contractor's purchasing commitments, aggregate growth incentives and other factors. Prompt payment discounts and all rebates, allowances and other payments obtained from manufacturers, suppliers and distributors, shall be retained by Contractor.

Definitions: The capitalized terms used herein shall have the following meanings:

Charge. A fee established by Contractor for goods or services provided by Contractor.

Deficit. The excess of the total of Authorized Operating Expenses, General and Administrative Fee and Management Fee over Net Sales.

General and Administrative Fee. An allowance for Contractor overhead for (i) the supervision of and technical support for Contractor employees by executives not assigned to the Services

operation, and (ii) general support provided by Contractor's accounting, tax and internal audit departments.

Gross Sales. All sales of food, beverages, goods, merchandise, and services in the Services, including sales taxes.

Net Sales. All sales of food, beverages, goods, merchandise, and services in the Services, excluding sales taxes.

Premises. University's Services facilities located at 4205 Ryan St, Lake Charles, Louisiana 70605.

Surplus. The excess of Net Sales over the total of Operating Expenses, General and Administrative Fee and Management Fee.

Summer 2024

The below chart describes the Summer Camps Occurring Between May 18 – June 30 that are scheduled to use dining services provided by The Contractor.

DATE	Camp Name	Designation	Expected Attendance
MAY			
28 – 30	SCA Cheer Session I	Quasi-affiliated	200
29 – 30	Cowboy Camp Orientation Session A	Affiliated	350
31 – 6/2	SCA Cheer Session II	Quasi-affiliated	300
JUNE			
2 – 5	MSU Summer Music Academy – Junior High	Affiliated	200 – 300
3 – 7/12	Upward Bound Summer Academy	Affiliated	45
6 – 8	MSU Summer Music Academy – High School	Affiliated	200 – 300
9 – 7/20	Governor's Program for Gifted Children (Residency Camp)	Affiliated	45
9 – 28	McNeese Field Biology Camp (Residency Camp)	Affiliated	18

Depending on the starting and ending times on the first and last day of each camp, all three meals may not be needed every day.

- Breakfast - \$7.55 p/ person
- Lunch - \$8.09 p/ person
- Dinner - \$8.09 p/person

Summer Dining

Dining services for summer residents and daily patrons commences on Monday, June 3.

Hours of Operation

Monday (3)	Tuesday (3)	Wednesday (3)	Thursday (3)	Friday (3)	Saturday (2)	Sunday (2)
7:00am – 8:30pm	7:00am – 8:30pm	7:00am – 8:30pm	7:00am – 8:30pm	7:00am – 8:30pm	Closed	Closed

Agreement Not to Hire: Client acknowledges that Contractor's salaried employees are essential to Contractor's core business of providing management services and are familiar with Contractor's operating procedures and other information proprietary to Contractor. Therefore, Client shall not, without Contractor's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment in any facility owned or controlled by Client, of any person who is or has been a Contractor salaried employee assigned to the Services at the Premises, within the earlier of one (1) year after such employee terminates employment with Contractor or within one (1) year after termination of this Interim Contract. If Client hires, makes any agreement with or permits employment of any such employee in any Client operation providing services within the restricted period, it is agreed by Client that Contractor shall suffer damages and Client shall pay Contractor as liquidated damages, and not as a penalty, an amount equal to two (2) times the then-current annual salary of each employee hired by Client. This sum has been determined to be reasonable by both Parties after due consideration of all relevant circumstances. This provision shall survive termination of this Interim Contract.

Indemnity: Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the University from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this Contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the University. Notwithstanding anything to the contrary, with respect to claims for damage to the property of the Parties, for which the Parties maintain a system of coverage on their respective property, each Party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other Party hereto and its subsidiaries and affiliates for loss or damage to such Party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in special causes of loss form and builders risk property insurance policies.

Consequential Damages: In no event shall either Party be liable for consequential, indirect or incidental damages (including punitive damages and lost profits), even if such Party has been advised of the possibility of such damages in advance.

Authority. Each individual executing this Interim Contract, on behalf of or as a representative of a Party, represents and warrants that he/she is duly authorized to execute and deliver this Interim Contract on behalf of such Party and that this Interim Contract is binding upon Client and Contractor in accordance with its terms.

Electronic Signatures. The Parties agree that this Interim Contract, and subsequent Interim Amendments, may be executed using electronic contracting technology using symbols or other data in digital form and agree that such electronic signature is the legal equivalent of a manual signature binding the Parties to the terms and conditions stated herein.

This Interim Contract, the terms hereof, and all information exchanged between the Parties relating to this Interim Contract and the Management Agreement shall be treated as confidential information and may not be disclosed by either Party under any circumstances (except with respect to disclosures to their trustees, directors, officers, employees, agents, consultants and attorneys involved in negotiating and approving the Management Agreement which disclosure is necessary for such Parties to perform their functions) without the prior written consent of the other Party not disclosing the information. The consent acknowledgment shall be sent to the disclosing party within 48 hours.

Except as expressly provided in this Interim Contract, no person or entity is intended or shall be deemed or determined to be a third party beneficiary of this Interim Contract or the Management Agreement.

The rights and obligations contained in this Interim Contract may not be assigned by either Party, by operation of law or otherwise, without the prior written consent of the other Party.

The Parties acknowledge that this Interim Contract constitutes the binding obligation of each Party hereto to negotiate in good faith, the terms and conditions of a Management Agreement, and in consideration of the specific numbered paragraphs of this letter.

In witness thereof, the Parties hereto have executed the Contract the day and year first above written.

AGREED TO:

Ronald Guillory

By

Ronald Guillory

Title

Senior Vice President

Date

5-8-24

ACCEPTED BY:

Wade Rouse

By

Wade Rouse

Title

Executive Vice President + President-Elect

Date

6/3/24

Moog

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

FINANCE COMMITTEE

June 13, 2024

Item I.6. **University of Louisiana at Monroe's** request for approval of a Memorandum of Understanding between ULM and Edward Via College of Osteopathic Medicine to allow reduced tuition to VCOM employees.

EXECUTIVE SUMMARY

The University of Louisiana at Monroe (ULM) and Edward Via College of Osteopathic Medicine (VCOM) both provide higher education opportunities to the residents of northeastern Louisiana. VCOM desires its faculty and staff to exhibit professional growth to enhance their effectiveness. Such growth may be evidenced by the attainment of/or progress toward higher degrees and/or formal post-degree study. ULM seeks to assist VCOM employees in achieving professional growth by providing certain tuition benefits to qualified VCOM employees who wish to enroll at ULM.

The reduced tuition benefit would be available to VCOM employees who meet the following eligibility requirements:

- Be employed on a full-time basis at VCOM and be employed full-time as of the first day of instruction of the semester.
- Have applied for admission to ULM and have been admitted.
- Be a degree-seeking student at ULM.
- Completed the VCOM Employee Application for ULM Tuition Waiver for each semester in which the benefit is requested.
- Remain employed through at least 60% of the semester in which the Policy's benefit is received for the employee. This reimbursement obligation shall apply to employees who voluntarily separate from VCOM before the end of the semester and to employees who are terminated.

Full-Time VCOM employees would be able to register for up to six (6) undergraduate or graduate level credit hours per semester at a reduced rate of \$25 per credit hour for undergraduate study, not to exceed \$150 per semester, and \$50 per credit hour for graduate study, not to exceed \$300 per semester. In addition, VCOM employees would be assessed all State and Federally required fees.

To maintain eligibility, VCOM employees would be required to be in good financial standing with the University and maintain a minimum cumulative GPA of 2.5 for undergraduate coursework or 3.0 for graduate coursework. They would also be required to adhere to ULM's Required Class Attendance Regulation/Excused Absences Policy.

The maximum number of hours VCOM employees would be able to take under the MOU is 140 undergraduate earned credit hours and 36 graduate earned credit hours.

RECOMMENDATION

It is recommended that the following resolution adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval to enter a Memorandum of Understanding with Edward Via College of Osteopathic Medicine for a reduced tuition to VCOM employees.*

**Office of the President**

University Library 632 | 700 University Avenue | Monroe, LA 71209-3000
P 318.342.1010 | F 318.342.1019 | ulm.edu

May 23, 2024

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

Dear President Gallot:

I respectfully request approval of the Memorandum of Understanding for Reduced Tuition between University of Louisiana at Monroe and Edward Via College of Osteopathic Medicine for the June 13, 2024 Board of Supervisors meeting.

If I may be of further assistance, please let me know.

Sincerely,

Ronald L. Berry, D.B.A.
President

#TAKEFLIGHT

Memorandum of Understanding for Reduced Tuition

Between

University of Louisiana Monroe

And

Edward Via College of Osteopathic Medicine

The University of Louisiana Monroe (ULM) and Edward Via College of Osteopathic Medicine (VCOM) provide higher education opportunities to the residents of northeastern Louisiana and beyond. VCOM desires its faculty and staff to exhibit professional growth to enhance their effectiveness. Such growth may be evidenced by the attainment of or progress toward higher degrees and/or formal post-degree study. ULM has a charge to successfully educate the residents of the northeast region of Louisiana who have completed high school and are seeking either a college degree or continuing professional education. Therefore, ULM seeks to assist VCOM employees in achieving professional growth by providing certain tuition benefits to qualified VCOM employees who wish to enroll at ULM.

The following will apply to this Memorandum of Understanding (MOU).

I. Requirements for Initial Eligibility Determination

The reduced tuition benefit is available to VCOM employees who meet the following eligibility requirements. The VCOM employee must:

- a. be employed on a full-time basis at VCOM and be employed full-time as of the first day of instruction of the semester,
- b. remain employed through at least 60% of the semester in which the Policy's benefit is received for the employee to avoid having to reimburse the University the full cost of tuition and fees for the enrollment that same semester, less any tuition and fee amounts already paid at the reduced rate. This reimbursement obligation shall apply to employees who voluntarily separate from VCOM before the end of the semester, this requirement obligation shall apply to employees who are terminated.
- c. have applied for admission to ULM and been admitted.
- d. be a **degree-seeking** student at ULM,
- e. complete the VCOM Employee Application for ULM Tuition Waiver for each semester in which the benefit is requested.

II. Applicability

The tuition benefit shall apply only to courses and programs not available at VCOM and for which regular tuition is charged. The benefit applies to courses taken in the traditional classroom setting as well as on-line courses. VCOM employees are eligible to use the tuition waiver for courses in ULM Online degree plans, however, the ULM Online tuition waiver will not be greater than the tuition waiver amount associated with the "face to face" class hour equivalent. Students enrolled in ULM Online degree programs prior to July 1, 2015, will maintain the same tuition waiver benefit associated with ULM Online prior to the implementation of the new policy. VCOM employees seeking to use the tuition waiver must be pursuing a degree.

Undergraduate Degree Program

ULM extends the benefit as set forth below to eligible VCOM employees, who do not already possess an undergraduate degree for undergraduate enrollment up to a maximum of 140 earned credit hours in a degree program offered by ULM as host institution. As indicated below, the benefit can be applied to 6 credit hours per semester for VCOM employees.

VCOM employees may apply the tuition reduction benefit to obtaining an associate degree. If after obtaining the associate degree, and assuming continued eligibility, the employee seeks to pursue a bachelor's degree, then the employee may apply the tuition reduction benefit to credit hours toward the bachelor's degree.

However, the number of credit hours already earned by the employee for the associate degree will count toward the Policy's 140 credit hour limit for a bachelor's degree.

The employee waiver may not be used for auditing or "sitting in" classes during work hours.

Graduate Degree Program (master's Level): VCOM Employees

Under the Policy, an eligible VCOM employee who does not already possess a master's level degree, may apply the benefit to graduate coursework within a master's level degree program, up to a maximum of 36 earned graduate level credit hours (or required number of hours for a degree program), to obtain up to one master's degree from ULM. The benefit can be applied up to

6 credit hours per semester as indicated below.

This additional benefit for pursuit of a master's degree at ULM is limited to eligible VCOM employees only and does not extend to spouses or dependent children.

III. Not Covered under the Benefit

For enrollment at ULM, the tuition reduction benefit is not available or applicable to the following:

- Pharm D;
- Pursuit of a second undergraduate degree;
- Pursuit of a second master's degree;
- Doctoral degree;
- Post-baccalaureate certificates / post-masters certificates;
- Programs associated with academic partnerships (student enrolled in academic partnership programs prior to December 1, 2018 will maintain the same tuition waiver benefit); and
- Part-time employees.

ULM reserves the right to adjust programs under this section at any time.

IV. VCOM Employee Enrollment Limits on Benefit

Undergraduate Degree Program

Full-time VCOM employees pursuing an undergraduate degree may register for up to six (6) undergraduate level credit hours per semester at the reduced tuition and fees set under this Policy. "Per semester" includes credit hours earned for courses held during terms that occur within the semester, including but not limited to, Winter Session (which is calculated as part of Spring semester for the purpose of credit hours), May master (which is calculated as part of Summer for the purpose of credit hours), and the 1st and 2nd eight (8) week terms within any given semester. If the employee's enrollment exceeds 6 credit hours in a given semester, then the additional credit hours will be billed at the full tuition and fee rates.

Graduate Degree Program

Active, full-time VCOM employees pursuing a master's degree may register for up to 6 graduate level credit hours per semester at the reduced tuition and fees set in the policy. "Per semester" includes credit hours earned for

courses held during terms that occur within the semester, including but not limited to, Winter session (which is calculated as part of Spring semester for the purpose of credit hours), May master's (which is calculated as part of Summer for the purpose of credit hours), and the 1st and 2nd eight (8) week terms within any given semester. If the VCOM employee's enrollment exceeds 6 graduate level credit hours in a given semester, then the additional credit hours will be rebilled at the full graduate tuition and fee rates.

V. VCOM Employee Tuition Reduction and Fee Waiver

Eligible VCOM Employees may register for up to six (6) hours per semester for a reduced charge of \$25.00 per credit hour, not to exceed \$150.00 per semester for any undergraduate courses in a defined degree program, with the exception of per credit hour costs associated with ULM online courses. Graduate level courses have a reduced charge of \$50.00 per credit hour, not to exceed \$300.00 per semester. In addition to tuition, VCOM employees shall also be assessed all required state and federal fees, including fees established by the UL System Board of Supervisors, which include, but are not limited to the following fees: Academic Excellence Fee, Operational Fee, Technology Fee, Energy Surcharge Fee, and University Facilities Fee which are pro-rated for part-time enrollees.

Current ULM fee information may be found on ULM's webpage for the Controller's Office.

VI. Additional Requirements for Continued Eligibility for the Enrollment at ULM under the Benefit

Account balances must be paid in full each semester. VCOM employees whose accounts are not paid each semester will not be eligible for the benefit for future enrollment. Upon payment of all outstanding balances, the benefit will be reinstated for the subsequent semester, subject to the employee satisfying all other eligibility requirements as set forth in this Policy.

As permitted under the discretion established in the UL System policy, ULM has put in place the following additional eligibility requirements. Failure to meet any one the following requirements may result in ineligibility for the benefit for a period of up to twelve (12) months.

(1) Minimum cumulative GPA

To maintain eligibility for the tuition reduction benefit, a VCOM employee

must maintain a minimum cumulative GPA as follows: Undergraduate coursework - 2.5, Graduate coursework - 3.0.

Failure to Maintain Minimum cumulative GPA

If the enrolled VCOM employee fails to maintain the applicable minimum cumulative GPA, he/she will be placed on "Warning" status but will be allowed to receive the benefit for a subsequent semester. A VCOM employee who fails to meet the minimum cumulative GPA requirements by the end of the "Warning" semester will be placed on "Suspension" status. A VCOM employee on suspension is no longer eligible for the benefit of the tuition and fee reduction.

Appeal of Suspension Status

A VCOM employee may appeal suspension status in writing with a full explanation of extenuating circumstances and any supporting documentation to the ULM Office of Human Resources. The Director of Human Resources will confer with the President of ULM to determine whether to grant the employee's appeal. If the appeal is granted, the employee will be reinstated to receive the benefit.

(2) Attendance and Resignation/Withdrawal

To maintain eligibility for the tuition reduction benefit, an enrolled VCOM employee receiving the tuition reduction must adhere to ULM's Class Attendance Regulations/Excused Absences policy, as found in the ULM Student Policy Manual.

If a VCOM employee must resign from a course or from ULM altogether, then the employee should a) consult the ULM schedule of classes each semester for dates and times to drop classes and b) follow the proper withdrawal/resignation procedure. Merely discontinuing class attendance is not considered to be a formal resignation from a class or the University.

VCOM employees receiving the tuition reduction benefit must abide by the official university policies regarding withdrawal from ULM. Withdrawal from one or all courses at ULM, whether voluntary or at the request of the university, does not exempt the employee from payment of all associated student fees incurred under the benefit while attending ULM.

Employees using the tuition waiver who do not complete all course work for which they have registered, (dropping a class) in a semester will be placed on a "warning status" but will be allowed to receive the benefit for the subsequent semester. An employee who does not complete all coursework by the end of the "warning semester" will be placed on "suspension" status and will be ineligible for the tuition waiver for the next semester.

(3) Maximum Number of **Credit Hours Earned at ULM**

A VCOM employee pursuing undergraduate coursework at ULM may apply the tuition benefit to up to 140 undergraduate earned credit hours. A VCOM employee may apply the tuition benefit to up to 36 graduate earned credit hours (or required number of hours for a degree program). These limits on earned credit hours under the benefit apply whether or not the employee has completed a degree program.

Once the employee has reached the applicable cap on accumulated earned credit hours under the tuition reduction benefit, the employee shall be charged full tuition and fees for any credit hours of enrollment subsequent to having reached the applicable 140/ 36 (or required number of hours for a degree program) earned credit hour cap. This will result in the tuition reduction being applied to the hours below the 140/36 cap, but not to the course hours above the cap in which the employee is enrolled for that given semester.

VU. Timely Tuition/ Fees payment to ULM

It is the VCOM employee who applies for and is granted the tuition reduction benefit at ULM who shall be responsible for timely payment in full of all tuition costs and fees by the fee deadline each semester. Failure by the employee to pay the reduced tuition account in full by the deadline will result in:

1. Employee's ineligibility to apply for the benefit at ULM in future until the outstanding tuition/fee balance is paid in full to ULM; and
2. Employees being subject to the same ULM billing policies and procedures as are students for any amounts past due.

Upon payment of all outstanding balances, the employee's eligibility for the benefit will be reinstated for the subsequent semester.

VIII. Application Required for Each Semester

All VCOM employees seeking tuition reduction benefit must complete the ULM Tuition Waiver Application for VCOM Employees form. To be considered for the benefit, the VCOM employee must submit the completed application with all required attachments prior to the start of each semester for which tuition reduction is sought. The tuition reduction benefit does not automatically carry over from semester to semester.

This MOU will become effective on the date at which it becomes fully executed as identified by the signatures and dates below and renewed on July 17th of each year.

Each Party shall have the right to terminate this MOU by giving a written notice to the chief executive officer of the other Party no later than ninety days prior to the renewal date.

This MOU may be modified or amended by a written agreement between the Parties.

Signed



Ron Berry
President

University of Louisiana Monroe

Date



Dixie Tooke-Rawlins, DO
President

VCOM-Louisiana

Date 7-20-2023

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

FINANCE COMMITTEE

June 13, 2024

Item I.7. **University of New Orleans'** request for approval to convert The Edward G. Schlieder Endowed Chair in Urban Waste Management and Research into four Endowed Professorships: Edward G. Schlieder Educational Foundation Engineering Endowed Professorships I, II, III, and IV.

EXECUTIVE SUMMARY

The Edward G. Schlieder Endowed Chair in Urban Waste Management and Research was created in support of the Urban Waste Management and Research Center, a unit of the Dr. Robert A. Savoie College of Engineering. The Chair is funded by a \$600,000 gift from the Edward G. Schlieder Educational Foundation and a LABoRSF match of \$400,000.

In the beginning, the Center received significant funding from the Environmental Protection Agency, but over the past three decades, Federal Funding has diminished and is now no longer available.

The focus and needs of the University and its engineering program have changed, thus affecting the Chair. The research focus of the College of Engineering, its faculty, and the region has shifted and expanded to include:

- Water resources engineering
- Environmental engineering
- Structural engineering
- Geotechnical engineering
- Renewable energy
- Infrastructure resilience
- Composite materials
- Power Systems

While Urban Waste Management is a component of all of these fields, it is not at the forefront. The College of Engineering needs to be flexible to be able to respond to the research and development interests of the faculty to capitalize on funding opportunities available through external agencies and to address current societal needs.

The Edward G. Schlieder Foundation has agreed to a conversion of the Endowed Chair into four Endowed Professorships, which would provide critically needed resources to support the current focus of the College of Engineering and allow flexibility in the use of these funds. The four Professorships would be available to department chairs and faculty of the Engineering Departments.

The Chair has a corpus value of \$1,000,000, and with accumulated investments earnings, a total value of \$1,890,333.96. With the conversion, each Endowed Professorship would carry a corpus of \$250,000 and a total value of \$472,583.49.

The Donor has agreed to the following names of the four Endowed Professorships:

- Edward G. Schlieder Educational Foundation Engineering Endowed Professorship I
- Edward G. Schlieder Educational Foundation Engineering Endowed Professorship II
- Edward G. Schlieder Educational Foundation Engineering Endowed Professorship III
- Edward G. Schlieder Educational Foundation Engineering Endowed Professorship IV

RECOMMENDATION

It is recommended that the following resolution adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request for approval to convert the Edward G. Schlieder Endowed Chair in Urban Waste Management and Research into four Endowed Professorships: Edward G. Schlieder Educational Foundation Engineering Endowed Professorships I, II, III, and IV.*



I.7.

THE UNIVERSITY of
NEW ORLEANS

OFFICE OF THE PRESIDENT

May 16, 2024

Richard J. Gallot, Jr.
President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Re: Proposal to Convert an Endowed Chair for Eminent Scholars into Four Endowed Professorships


Dear President Gallot:

On behalf of the University of New Orleans, I am requesting your approval of the attached proposal to convert an Endowed Chair for Eminent Scholars ("Chair") into four endowed professorships ("Endowed Professorships").

The conversion of this Chair into four Endowed Professorships would provide the critically needed resources to support the current focus of the College of Engineering and allow flexibility in the use of these funds.

Please find attached the proposal outlining the conversion and related documents.

We would appreciate your positive response to our request. Please feel free to contact me should you have any additional questions.



Kathy E. Johnson, PhD

President

PROPOSAL FOR CONVERSION

The purposes for the conversion of the currently unfilled Edward G. Schlieder Endowed Chair in Urban Waste Management and Research ("Chair") into four Professorships are as follows:

The underlying reasons for the original establishment of the Chair have changed since its establishment. Since that time, events have changed the focus and needs of the University and its engineering program, thus affecting the Chair:

- i. The Edward G. Schlieder Endowed Chair in Urban Waste Management and Research ("Chair") (reference #80227) was created in support of the Urban Waste Management and Research Center ("Center") and funded by a gift from the Edward G. Schlieder Educational Foundation ("Schlieder" or "Donor"). The Center was a unit of the Dr. Robert A. Savioe College of Engineering ("College of Engineering") and the Chair was established to enhance the academic rigor and reputation of the Center. The Louisiana Board of Regents provided a \$400,000 match to this gift resulting in a \$1.0 million corpus.

In the beginning, the Center received significant funding from the Environmental Protection Agency, but over the past three decades, federal funding has diminished and is now no longer available.

- ii. In addition, events have changed the focus and needs of the University and its engineering program, thus affecting the Chair. The research focus of the College of Engineering, its faculty and the region has shifted and expanded to include:

- Water resources engineering
- Environmental engineering
- Structural engineering
- Geotechnical engineering
- Renewable energy
- Infrastructure resilience
- Composite materials
- Power systems

While urban waste management is a component of all of these fields, it is not at the forefront. As a result of these factors, the Chair has not been fully utilized in the past several years.

The College of Engineering needs to be flexible to be able to respond to the research and development interests of the faculty, capitalize on funding opportunities available through external agencies, and address current societal needs.

The conversion of this Chair into four Endowed Professorships would provide the critically needed resources to support the current focus of the College of Engineering and allow flexibility in the use of these funds. Endowed Professorships can be utilized to attract new faculty and retain current faculty by

providing support to a new hire for laboratory startup, to a tenured faculty with an established record of research funding and publications, or to a professor of practice who brings the expertise of professional practice to the classroom.

The four Endowed Professorships would be available to the department chairs and faculty of our Engineering Departments (Civil and Environmental Engineering, Electrical and Computer Engineering, Mechanical Engineering and Naval Architecture and Marine Engineering).

NAME AND CURRENT AMOUNT

ORIGINAL ENDOWED CHAIR	Private Portion	State Portion	Allocated Unspent Income	Total Value as of December 31, 2023
Edward G. Schlieder Urban Waste Management and Research Chair	\$ 600,000.00	\$ 400,000.00	\$ 890,333.96	\$ 1,890,333.96

NAMES AND AMOUNTS AFTER CONVERSION

The following are the proposed names and resulting total values of the resulting Endowed Professorships:

PROPOSED ENDOWED PROFESSORSHIPS	Private Portion	State Portion	Allocated Unspent Income	Total Value as of December 31, 2023
Edward G. Schlieder Educational Foundation Engineering Endowed Professorship I	\$ 150,000.00	\$ 100,000.00	\$ 222,583.49	\$ 472,583.49
Edward G. Schlieder Educational Foundation Engineering Endowed Professorship II	\$ 150,000.00	\$ 100,000.00	\$ 222,583.49	\$ 472,583.49
Edward G. Schlieder Educational Foundation Engineering Endowed Professorship III	\$ 150,000.00	\$ 100,000.00	\$ 222,583.49	\$ 472,583.49
Edward G. Schlieder Educational Foundation Engineering Endowed Professorship IV	\$ 150,000.00	\$ 100,000.00	\$ 222,583.49	\$ 472,583.49
	\$ 600,000.00	\$ 400,000.00	\$ 890,333.96	\$ 1,890,333.96
	\$ -	\$ -	\$ -	\$ -

Subsequent to the Donor’s approval of the conversion, the Donor consented to changing the names of the Endowed Professorships to reflect their new focus:

- Edward G. Schlieder Educational Foundation Engineering Endowed Professorship I
- Edward G. Schlieder Educational Foundation Engineering Endowed Professorship II
- Edward G. Schlieder Educational Foundation Engineering Endowed Professorship III
- Edward G. Schlieder Educational Foundation Engineering Endowed Professorship IV

DONOR APPROVAL

.....

**Acknowledgement of and Agreement to Allow the Conversion
of an Endowed Chair for Eminent Scholars into Four Endowed Professorships**

In 1992, the University of New Orleans was the beneficiary of \$600,000 gift from Edward G. Schlieder Educational Foundation to fund the establishment of a Louisiana Board of Regents ("BOR") Endowed Chairs for Eminent Scholars: Edward G. Schlieder Endowed Chair in Urban Waste Management and Research ("Chair").


We recognize the underlying reasons for the establishment of the two Chairs have changed and the University of New Orleans, through the University of New Orleans Foundation, is requesting permission to convert the endowed chair into four endowed professorships to be named as follows:

1. Edward G. Schlieder Urban Waste Management and Research Endowed Professorship I
2. Edward G. Schlieder Urban Waste Management and Research Endowed Professorship II
3. Edward G. Schlieder Urban Waste Management and Research Endowed Professorship III
4. Edward G. Schlieder Urban Waste Management and Research Endowed Professorship IV

We understand that the University of Louisiana System and the Louisiana Board of Regents must approve this change.

Edward G. Schlieder Educational Foundation hereby acknowledges and agrees to the conversion and use of the funds associated with the Edward G. Schlieder Endowed Chair in Urban Waste Management and Research for the four Endowed Professorships in the Dr. Robert A. Savoie College of Engineering as described herein.

We understand that, over time, the needs and programs of the College of Engineering will change, and the University of New Orleans, to the extent allowed by the rules and regulations of the Louisiana Board of Regents, may utilize the funds associated with the endowed professorships described above to support other programs and functions important to the mission and viability of the UNO College of Engineering.


ROBERT EDGCOMBE Signature
EXECUTIVE SECRETARY Print Name
Edward G. Schlieder Educational Foundation Title

UNIVERSITY OF LOUISIANA SYSTEM BOARD OF SUPERVISORS APPROVAL



THE UNIVERSITY of
NEW ORLEANS

OFFICE OF THE PRESIDENT

May 16, 2024

Eminent Scholars Program
c/o Associate Commissioner for Sponsored Programs Administration
Louisiana Board of Regents
PO Box 3677
Baton Rouge, LA 70821-3677

Re: Proposal to Convert an Endowed Chair for Eminent Scholars into Four Endowed Professorships

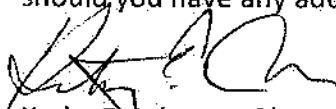
On behalf of the University of New Orleans, I am requesting your approval of the attached proposal to convert an Endowed Chair for Eminent Scholars ("Chair") into four endowed professorships ("Endowed Professorships").

The conversion of this Chair into four Endowed Professorships would provide the critically needed resources to support the current focus of the College of Engineering and allow flexibility in the use of these funds.

Please find attached the following:

- a. The proposal outlining the conversion.
- b. Name and current corpus amount of the Chair to be divided.
- c. Names and corpus amounts for each Endowed Professorship to be created.
- d. Donor and University of Louisiana System Board of Supervisors' approval:
 - I. Per the attached acknowledgement from Edward G. Scheider Educational Foundation, the Donor acknowledges and approves the conversion.
 - II. Per the attached minutes from the University of Louisiana System Board of Supervisors' June 13, 2024 meeting acknowledges and approves the conversion.

We would appreciate your positive response to our request. Please feel free to contact me should you have any additional questions.



Kathy E. Johnson, PhD

President

PROPOSAL FOR CONVERSION

The purposes for the conversion of the currently unfilled Edward G. Schlieder Endowed Chair in Urban Waste Management and Research ("Chair") into four Professorships are as follows:

The underlying reasons for the original establishment of the Chair have changed since its establishment. Since that time, events have changed the focus and needs of the University and its engineering program, thus affecting the Chair:

- i. The Edward G. Schlieder Endowed Chair in Urban Waste Management and Research ("Chair") (reference #80227) was created in support of the Urban Waste Management and Research Center ("Center") and funded by a gift from the Edward G. Schlieder Educational Foundation ("Schlieder" or "Donor". The Center was a unit of the Dr. Robert A. Savioe College of Engineering ("College of Engineering") and the Chair was established to enhance the academic rigor and reputation of the Center. The Louisiana Board of Regents provided a \$400,000 match to this gift resulting in a \$1.0 million corpus.

In the beginning, the Center received significant funding from the Environmental Protection Agency, but over the past three decades, federal funding has diminished and is now no longer available.

- ii. In addition, events have changed the focus and needs of the University and its engineering program, thus affecting the Chair. The research focus of the College of Engineering, its faculty and the region has shifted and expanded to include:

- Water resources engineering
- Environmental engineering
- Structural engineering
- Geotechnical engineering
- Renewable energy
- Infrastructure resilience
- Composite materials
- Power systems

While urban waste management is a component of all of these fields, it is not at the forefront. As a result of these factors, the Chair has not been fully utilized in the past several years.

The College of Engineering needs to be flexible to be able to respond to the research and development interests of the faculty, capitalize on funding opportunities available through external agencies, and address current societal needs.

The conversion of this Chair into four Endowed Professorships would provide the critically needed resources to support the current focus of the College of Engineering and allow flexibility in the use of these funds. Endowed Professorships can be utilized to attract new faculty and retain current faculty by

providing support to a new hire for laboratory startup, to a tenured faculty with an established record of research funding and publications, or to a professor of practice who brings the expertise of professional practice to the classroom.

The four Endowed Professorships would be available to the department chairs and faculty of our Engineering Departments (Civil and Environmental Engineering, Electrical and Computer Engineering, Mechanical Engineering and Naval Architecture and Marine Engineering).

NAME AND CURRENT AMOUNT

ORIGINAL ENDOWED CHAIR	Private Portion	State Portion	Allocated Unspent Income	Total Value as of December 31, 2023
	Edward G. Schlieder Urban Waste Management and Research Chair	\$ 600,000.00	\$ 400,000.00	\$ 890,333.96

NAMES AND AMOUNTS AFTER CONVERSION

The following are the proposed names and resulting total values of the resulting Endowed Professorships:

PROPOSED ENDOWED PROFESSORSHIPS	Private Portion	State Portion	Allocated Unspent Income	Total Value as of December 31, 2023
Edward G. Schlieder Educational Foundation Engineering Endowed Professorship I	\$ 150,000.00	\$ 100,000.00	\$ 222,583.49	\$ 472,583.49
Edward G. Schlieder Educational Foundation Engineering Endowed Professorship II	\$ 150,000.00	\$ 100,000.00	\$ 222,583.49	\$ 472,583.49
Edward G. Schlieder Educational Foundation Engineering Endowed Professorship III	\$ 150,000.00	\$ 100,000.00	\$ 222,583.49	\$ 472,583.49
Edward G. Schlieder Educational Foundation Engineering Endowed Professorship IV	\$ 150,000.00	\$ 100,000.00	\$ 222,583.49	\$ 472,583.49
	\$ 600,000.00	\$ 400,000.00	\$ 890,333.96	\$ 1,890,333.96
	\$ -	\$ -	\$ -	\$ -

Subsequent to the Donor's approval of the conversion, the Donor consented to changing the names of the Endowed Professorships to reflect their new focus:

- Edward G. Schlieder Educational Foundation Engineering Endowed Professorship I
- Edward G. Schlieder Educational Foundation Engineering Endowed Professorship II
- Edward G. Schlieder Educational Foundation Engineering Endowed Professorship III
- Edward G. Schlieder Educational Foundation Engineering Endowed Professorship IV

DONOR APPROVAL

**Acknowledgement of and Agreement to Allow the Conversion
of an Endowed Chair for Eminent Scholars into Four Endowed Professorships**

In 1992, the University of New Orleans was the beneficiary of \$600,000 gift from Edward G. Schlieder Educational Foundation to fund the establishment of a Louisiana Board of Regents ("BOR") Endowed Chairs for Eminent Scholars: Edward G. Schlieder Endowed Chair in Urban Waste Management and Research ("Chair").


We recognize the underlying reasons for the establishment of the two Chairs have changed and the University of New Orleans, through the University of New Orleans Foundation, is requesting permission to convert the endowed chair into four endowed professorships to be named as follows:

1. Edward G. Schlieder Urban Waste Management and Research Endowed Professorship I
2. Edward G. Schlieder Urban Waste Management and Research Endowed Professorship II
3. Edward G. Schlieder Urban Waste Management and Research Endowed Professorship III
4. Edward G. Schlieder Urban Waste Management and Research Endowed Professorship IV

We understand that the University of Louisiana System and the Louisiana Board of Regents must approve this change.

Edward G. Schlieder Educational Foundation hereby acknowledges and agrees to the conversion and use of the funds associated with the Edward G. Schlieder Endowed Chair in Urban Waste Management and Research for the four Endowed Professorships in the Dr. Robert A. Savoie College of Engineering as described herein.

We understand that, over time, the needs and programs of the College of Engineering will change, and the University of New Orleans, to the extent allowed by the rules and regulations of the Louisiana Board of Regents, may utilize the funds associated with the endowed professorships described above to support other programs and functions important to the mission and viability of the UNO College of Engineering.



ROBERT EDGCUMBE Signature

EXECUTIVE SECRETARY Print Name

Edward G. Schlieder Educational Foundation Title

UNIVERSITY OF LOUISIANA SYSTEM BOARD OF SUPERVISORS APPROVAL