

SOUTHERN[®] UNIVERSITY SYSTEM

BATON ROUGE • NEW ORLEANS • SHREVEPORT

BOARD OF SUPERVISORS MEETING

Committee of the Whole
Virtual Meeting

August 20, 2021

9:00 a.m.

SOUTHERN UNIVERSITY BOARD OF SUPERVISORS MEETING
Committee of the Whole – Virtual Meeting
Friday, August 20, 2021
9:00 a.m.
AGENDA

1. Call to Order
2. Invocation
3. Roll Call
4. Adoption of the Agenda
5. Public Comments
6. Action Items:
 - A. Approval of Minutes of the July 16, 2021 SUS Board of Supervisors Meeting
 - B. SACSCOC Standard 4.2a (Mission Review) – Campus Mission Statements are submitted for the Board’s annual review and approval (SUS)
 - C. SACSCOC Standard 4.2d (Conflict of Interest), Conflict of Interest Form should be completed by each Board Member (SUS)
 - D. SACSCOC Standard 4.2g (Board Self-Evaluation) – Board Self-Evaluation Form should be completed by each Board Member (SUS)
 - E. Annual Evaluation of President-Chancellor Ray L. Belton (Informational Item)
 - F. Motion / Resolution Amending the Contract of Employment of Dr. Ray Belton (SUS)
 - G. Motion / Resolution to Authorize the Board Chairman to contract with Search Firm, and to provide a budget to the search committee and related matters (SUS)
 - H. Request approval of the Amendment to the Facilities Lease Agreement by and between Southern University and A&M College System and Aramark Educational Services, LLC relative to the Minimum Guarantee due to COVID reduction in meal plans (SUS)
 - I. Request approval of the Amendment to the Facilities Lease Agreement by and between Southern University and A&M College System and Aramark Educational Services, LLC to provide a financial commitment to John B. Cade Library (SUS)
 - J. Request Approval of Modification to MSKICK Agreement for expansions (SUSLA)
 - K. Request Approval of Agreement with Alpha Management Partner, LLC and SUSLA for housing management (SUSLA)

L. Request Approval for Southern University at Shreveport Naming Policy (SUSLA)

M. Request Approval of the SUNO Distance Education Attendance Policy (SUNO)

N. Request Approval of the Student-Athlete Name, Image and Likeness Policy (SUS)

O. Request Authorization to Name the Field at A. W. Mumford Stadium The Pete Richardson Football Field (SUBR)

P. Request Approval of Personnel Action on Positions equal to or greater than \$60,000

Name	Position/Campus	Salary	Funding Source
1. Thomas Bates	Associate General Counsel for Procurement, Contracts, Leases and Public Record New Position (SUS)	\$80,000.00	State
2. Ashley Butler	Associate General Counsel for Civil Rights, Employment Law, Policies and Procedures New Position	\$80,000.00	State
3. Joycelyn Harrison	Assistant Vice-Chancellor for Academic Affairs New Appointment (SUBR)	\$105,000.00	State
4. Brandon Johnson	Network Technical Engineer New Appointment (SUS)	\$72,800.00	Federal
5. D'Andrea Lee	Director of Call Center and Quality Assurance / Special Events New Appointment (SUS)	\$96,720.00	State
6. Lutfu Sagbansua	Associate Professor of Management College of Business New Appointment (SUBR)	\$90,000.00	State
7. Donovan Segura	Associate Vice-Chancellor for Equity, Diversity, Inclusion and Title IX New Appointment (SUAREC)	\$112,000.00	Federal/State
8. Ryan Sugulleh	Assistant Director/Regional Coordinator for the Communities of Color Network- Tobacco Cessation Program New Appointment (SUAREC)	\$61,280.00	Federal/State
9. Sarah T. Spland	Information Technology Liaison New Appointment (SUBR)	\$65,000.00	Federal
10. Simmone Whitmore	Associate Professor / Coordinator Dept of Civil & Environmental Engineering New Position (SUBR)	\$98,000.00	Federal

Q. Request Approval for Unpaid Sabbatical Leave for Professor Julie Stillman (SULC)

- R. FY 2021-2022 Operating Budgets:
 - 1. Southern University System Employee Schedule
 - 2. Southern University Board and System Administration Operating Budget
 - 3. Southern University Board and System Inter-Institutional Cost Transfer Budget
 - 4. Southern University Board and System Administration Inter-Institutional Transfers Direct Charges Budget
 - 5. Southern University Board and System Special Meals and Miscellaneous Travel Budget
 - 6. Southern University Baton Rouge Campus Operating Budget
 - 7. Southern University Law Center Operating Budget
 - 8. Southern University New Orleans Campus Operating Budget
 - 9. Southern University Shreveport Campus Operating Budget
 - 10. Southern University Agricultural Research and Extension Center Operating Budget
 - 11. SUBR Athletics Intercollegiate Budget
 - 12. SUSLA Athletics Budget

- S. Ratification of Fiscal Year 2021-2022 Carryforward Appropriation Budget Adjustment (BA-7) for the Southern University System:
 - 1. Southern University Board of Supervisors
 - 2. Southern University Baton Rouge (SUBR)
 - 3. Southern University Law Center (SULC)
 - 4. Southern University New Orleans (SUNO)
 - 5. Southern University Shreveport (SUSLA)
 - 6. Southern University Agricultural Extension and Research Center (SUAREC)

- T. Request Approval of Memorandum of Understanding between Southern University Law Center and Professional Football Players Mothers Association (SULC)

- U. Request Approval for Southern University System to Opt-In to State Banking Services Contract (SUS)

- V. Request Approval of Memorandum of Understanding between Southern University Law Center and Louisiana Appleseed (SULC)

- W. Request Approval Memorandum of Understanding between Southern University Law Center and Justice and Accountability Center of Louisiana (SULC)

- X. Request Approval for Memorandum of Understanding between Southern University Law Center and The Federal Bureau of Investigation (SULC)

- Y. Request Approval for Memorandum of Understanding between Southern University Law Center and Diverse Representation (SULC)

- Z. Request Approval of Memorandum of Understanding between Southern University at New Orleans and the Federal Bureau of Investigation (SUNO)

7. Resolutions

8. Informational Item(s)

A. Fall 2021 Registration Process

B. Facilities Planning Project Updates (SUS)

C. President's Report

D. Chancellor's Reports

9. Other Business

10. Adjournment

Southern University and A&M College System

BOARD OF SUPERVISORS MEETING

Friday, July 16, 2021

Southern University System Board Meeting Room

J. S. Clark Administration Building 2nd Floor

Baton Rouge, LA 70813

9:00 AM

MINUTES

The meeting of the Southern University Board of Supervisors was called to order by Board Chair Atty. Domoine Rutledge. The invocation was given by Pastor KC Roberson, pastor of Camphor Memorial UMC and the pledge was led by Dr. Rani Whitfield.

PRESENT

Atty. Domoine Rutledge, Mr. John Barthelemy, Dr. Leroy Davis, Mr. Sam Gilliam, Mr. Richard Hilliard, Mr. Myron Lawson, Atty Edwin Shorty, Mrs. Ann A. Smith, Dr. Leon R. Tarver II, Mr. Kevin Taylor-Jarrell II, Dr. Rani Whitified, and Ms. Arlanda Williams

ABSENT

Atty Jody Amedee, Mr. Raymond Fondel, Ms. Christy Reeves, Rev. Samuel Tolbert

Chairman Rutledge announced he will call the Personnel Committee to order first on today and after the personnel committee report, he will turn the meeting over to Vice Chairman Edwin Shorty because He has to leave early for business travel.

ACADEMIC AFFAIRS COMMITTEE

Friday, July 16, 2021

Southern University System Board Meeting Room

J. S. Clark Administration Building 2nd Floor

Baton Rouge, LA 70813

9:00 AM

MINUTES

Board Vice Chair Atty. Edwin Shorty announced the convening of the Academic Affairs Committee. Academic Affairs Committee Chair Mrs. Ann Smith called the committee meeting to order.

AGENDA ITEM 3: ROLL CALL

Present: Dr. Leroy Davis, Mr. Sam Gilliam, Mr. Myron Lawson, and Dr, Leon Tarver II

Absent: Ms. Christy Reeves, Atty Domoine Rutledge

AGENDA ITEM 4: ADOPTION OF THE AGENDA

Upon the motion by Mr., Sam Gilliam and second by Dr, Leon Tarver, II, the agenda was recommended for adoption.

Motion passed.

ACTION ITEM 5: PUBLIC COMMENTS

NONE

AGENDA ITEM 6: ACTION ITEM(S)

A. Request Approval of the Legal Analytics Institute for the Southern University Law Center (SULC)

There was a motion by Dr. Leon Tarver and second by Dr. Leroy Davis to approve action item 6A.

Motion approved.

ACTION ITEM 7: OTHER BUSINESS

NONE

ACTION ITEM 8: ADJOURNMENT

Motion was made by Dr. Leroy Davis and second by Mr., Sam Gilliam to adjourn the meeting.

FACILITIES AND PROPERTY COMMITTEE

(Following Athletics Committee)

Friday, July 16, 2021

Southern University System Board Meeting Room

J. S. Clark Administration Building 2nd Floor

Baton Rouge, LA 70813

9:00 AM

MINUTES

Board Vice Chair Atty. Edwin Shorty announced the convening of the Facilities and Property Committee. Chair Dr. Rani Whitfield called the committee meeting to order.

Present: Mr. John Barthelemy, Mr. Richard Hilliard, Mr. Myron Lawson, Dr. Leon Tarver II, and Ms. Arlanda Williams

Absent: Atty Domoine Rutledge

AGENDA ITEM 3: ADOPTION OF THE AGENDA

Upon the motion by Dr. Leon Tarver and seconded by Mr. Richard Hilliard the agenda was recommended for adoption.

Motion passed.

AGENDA ITEM 4: PUBLIC COMMENTS

NONE

AGENDA ITEM 5: INFORMATIONAL ITEM:

A. Facilities Planning Project Updates (SUS)

Facilities Update was presented by Mr. Maurice Pitts, Executive Director and Interim Director of Facilities Planning. He gave a brief update on each campus. He mentioned there were a detailed report in the packet.

Mr. Pitts asked for any questions or comments. There were none.

Dr. Rani Whitfield thanked Mr. Pitts for the outstanding update.

AGENDA ITEM 6: OTHER BUSINESS.

NONE

AGENDA ITEM 7: ADJOURNMENT

Motion by Dr. Leon Tarver and second by Mr. Myron Lawson to adjourn the meeting.

FINANCE COMMITTEE

(Following Facilities and Property Committee)

Friday, July 16, 2021

Southern University System Board Meeting Room

J. S. Clark Administration Building 2nd Floor

Baton Rouge, LA 70813

9:00 AM

MINUTES

Board Vice Chair Atty. Edwin Shorty announced the convening of the Finance Committee. Chair Dr. Leon Tarver called the committee meeting to order.

Present: Mr. Sam Gilliam, Mr. Richard Hilliard Mr. Myron Lawson, Atty Edwin Shorty and Dr. Rani Whitfield

Absent: Atty Domoine Rutledge

AGENDA ITEM 3: ADOPTION OF THE AGENDA

Upon the motion by Dr. Rani Whitfield and seconded by Mr. Sam Gilliam the agenda was recommended for adoption.

Motion passed.

AGENDA ITEM 4: PUBLIC COMMENTS

NONE

AGENDA ITEM 5: ACTION ITEM(S):

Motion was made by Mr. Myron Lawson and second by Mr. Sam Gilliam to approve Action Items 5A and 5B in global.

Motion Approved.

A. A. Request Approval of Online Graduate and Undergraduate Tuition and Fees. (SUNO)

B. Request Approval of Professional Development Fee for Incoming 2021-2022 for First Year Students (SULC)

AGENDA ITEM 6: OTHER BUSINESS

NONE

AGENDA ITEM 7: ADJOURNMENT

Motion by Dr. Rani Whitfield and second by Mr. Myron Lawson to adjourn the meeting.

GOVERNANCE COMMITTEE

(Following Finance Committee)

Friday, July 16, 2021

Southern University System Board Meeting Room

J. S. Clark Administration Building 2nd Floor

Baton Rouge, LA 70813

9:00 AM

MINUTES

Board Vice Chair Atty. Edwin Shorty announced the convening of the Governance Committee. Chair Mr. Myron Lawson called the committee meeting to order.

Present: Mr. Sam Gilliam, Atty Edwin Shorty, and Dr. Leon R. Tarver II

Absent: Atty Jody Amedee, Ms. Christy Reeves and Atty Domoine Rutledge

AGENDA ITEM 3: ADOPTION OF THE AGENDA

Upon the motion by Dr. Leon Tarver and seconded by Atty Edwin Shorty the agenda was recommended for adoption.

Motion passed.

AGENDA ITEMS 4: PUBLIC COMMENTS

NONE

AGENDA ITEM 5: ACTION ITEM(S)

Motion was made by Dr. Leon Tarver and second by Mr. Sam Gilliam to approve Action Items (5A – 5C) in global.

Motion Approved.

- A. Request Approval for Endowed Professorship Policy (SULC)
- B. Request Approval of Updated New First Time Student Out of State Fee Waiver Policy (SUBR)
- C. Request Approval of Updated Transfer Out of State Fee Waiver Policy (SUBR)

AGENDA ITEM 6: OTHER BUSINESS

NONE

AGENDA ITEM 7: ADJOURNMENT

Motion by Mr. Sam Gilliam and second by Dr. Tarver to adjourn the meeting.

PERSONNEL AFFAIRS COMMITTEE

(Following Governance Committee)

Friday, July 16, 2021

Southern University System Board Meeting Room

J. S. Clark Administration Building 2nd Floor

Baton Rouge, LA 70813

9:00 AM

MINUTES

Board Chair Atty. Domoine Rutledge announced the convening of the Personnel Affairs Committee. Chair Mr. Sam Gilliam called the committee meeting to order.

Present: Mr. John Barthelemy, Dr. Leon Tarver II, Dr. Rani Whitfield, and Atty. Domoine Rutledge

Absent: Atty Jody Amedee and Christy Reeves

AGENDA ITEM 3: ADOPTION OF THE AGENDA

Upon the motion by Dr. Leon Tarver and seconded by Dr. Rani Whitfield the agenda was recommended for adoption.

Motion passed.

AGENDA ITEMS 4: PUBLIC COMMENTS

NONE

AGENDA ITEM 5: ACTION ITEM(S)

Motion was made by Dr. Leon Tarver and second by Atty Domoine Rutledge that Action Item (5A – 5F) be approved in global.

Motion was approved.

- A. Request Approval of Retirement Incentive Plan for the Southern University Law Center (SULC)
- B. Request approval of amended Employment Contract for Dr. Orlando McMeans, Chancellor, Southern University Ag and Extension Center/Dean of the College of Agriculture, Family and Consumer Sciences (SUAREC)
- C. Request approval of amended Employment Contract for John Pierre, Chancellor, Southern University Law Center (SULC)

Board of Supervisors Meeting Minutes July 16, 2021

D. Request approval of amended Employment Contract for Dr. James Ammons, Chancellor, Southern University at New Orleans (SUNO)

E. Request Approval of Equity Increases at the Southern University Agricultural Research and Extension Center (SUAREC)

Name	Position/Campus	Salary	Funding Source
1. Krystle Allen	Asst Specialist/CED/Program Leader Salary Adjustment SUAREC	\$63,000.00	State
2. Zanetta Augustine	Associate Specialist/ Program Leader ANR Salary Adjustment SUAREC	\$61,583.00	State

F. Request Approval of Personnel Action on Positions equal to or greater than \$60,000

Name	Position/Campus	Salary	Funding Source
1. Corinne Blache	General Counsel Additional Responsibilities (SUS)	\$163,000.00	State
2. Peter Bonnee'	Interim Chief Information Officer (CIO) Interim Appointment (SUNO)	\$81,000.00	State
3. Chrisena Brown	Director for Accreditation/Assessment New Appointment (SUBR)	\$73,000.00	Federal
4. Curtis Chisley	Senior Research Associate/Meat Production Development Specialist Additional Duties (SUAREC)	\$72,074.00	Federal/State
5. Gregory Ford	Vice Chancellor for Academic Affairs New Appointment (SUNO)	\$175,000.00	State
6. Brian Lucas	Special Assistant to Executive Vice Chancellor and Provost of Academic Affairs New Appointment (SUBR)	\$84,000.00	State
7. Akai Smith	System Director of Equity, Inclusion and Title IX New Appointment (SUS)	\$90,000.00	State
8. Jose Toledo	Vice Chancellor of Research New Appointment (SUAREC)	\$155,000.00	Federal

AGENDA ITEM 6: OTHER BUSINESS

Dr. Ray L. Belton asked Ms. Norma Belton (his wife) to join him at the podium. Dr. Ray L. Belton announced he won't ask for an extension, he has decided to retire. His intent is to retire Fall 2022. He acknowledged everyone and delivered a heartwarming message.

Mr. Sam Gilliam gave his sentiment as well as Chairman Rutledge who thanked Dr. Belton for his leadership and service. He commended Dr. Belton for leaving the institution in a great place. After comments, there was a photo taken of Dr. Belton and the SUS Board Members who were in attendance.

AGENDA ITEM 7: ADJOURNMENT

There was a motion and second to adjourn the meeting.

SOUTHERN UNIVERSITY BOARD OF SUPERVISORS

(Following Personnel Committee)

Friday, July 16, 2021

Southern University System Board Meeting Room

J. S. Clark Administration Building 2nd Floor

Baton Rouge, LA 70813

9:00 AM

MINUTES

The meeting of the Southern University Board of Supervisors was called to order by Board Vice Chair Atty. Edwin Shorty.

PRESENT

Mr. John Barthelemy, Dr. Leroy Davis, Mr. Sam Gilliam, Mr. Richard Hilliard, Mr. Myron Lawson, Atty Edwin Shorty, Mrs. Ann A. Smith, Dr. Leon R. Tarver II, Mr. Kevin Taylor-Jarrell II, Dr. Rani Whitified and Ms. Arlanda Williams

ABSENT

Atty Jody Amedee, Mr. Raymond Fondel, Ms. Christy Reeves, Atty Domoine Rutledge, and Rev. Samuel Tolbert

AGENDA ITEM 3: ADOPTION OF THE AGENDA

Upon the motion by Mr. Richard Hilliard and seconded by Mr. Kevin Taylor-Jarrell II, the agenda was recommended for adoption.

Motion passed.

AGENDA ITEM 4: PUBLIC COMMENTS

NONE

AGENDA ITEM 5: SPECIAL PRESENTATIONS

A. Above and Beyond Award

Dr. Bijoy Sahoo presented the award to Ms. Regina Thomas. Ms. Regina Thomas is the Executive Assistant in the Office of Academic Affairs.

B. Introduction of the 2021-2022 SU Presidential Fellows

Dr. Katara Williams and Dr. Donovan Segura introduced the 21-22 Inaugural SU Presidential Fellows. There was a video presentation introducing each fellow.

Southern University and A&M College Presidential Fellows

Seniors

- Charles Barjon
- Joli Gill
- Shonna Smith
- Kevin Taylor-Jarrell, II

Juniors

- Gabrielle Stevens
- Aaliyah Strickland
- Amaiya Ewell
- Maya Jones

Freshmen

- Jeremiah Hollins
- Armani Reed

They also recognized the Presidential Fellows 2021-2022 Selection Committee

Leon Tarver, Ph.D.

Damien Ejigiri, Ph.D.

Cynthia Bryant, Ph.D.

Janana Snowden, Ph.D.

Anthony Jackson, Ph.D.

Katara A. Williams, Ph.D. Ex-officio

Donovan L. Segura, Ph.D. Ex-officio

Administration

Katara A. Williams, Ph.D.

Chief of Staff and Executive Director of Strategic Initiatives

Donovan L. Segura, Ph.D.

Program Coordinator

Ms. Kim Butler

Assistant to the President and Chief of Staff

Sponsored in part by Verizon

Dr. Katara Williams thanked Ms. LaMae who is representing Verizon (Corporate Sponsor)

AGENDA ITEM(S) 6: ACTION ITEMS

Motion was made by Dr. Leon Tarver and second by Mr. Richard Hilliard that Action Item (6A – 6C) be approved in global.

Motion was approved.

- A. Approval of Minutes of the June 18, 2021, SU Board of Supervisors

- B. Approval of Committee Reports and Recommendations
- C. Request Approval to Amend and Restate Management Agreement between SUBR and Baton Rouge Student Housing, LLC (SUBR)

As Requested by Atty Corinne Blache, General Counsel, Action Item D will need to be tabled for further review.

- D. Request Approval of Proposed Memorandum of Understanding between Southern University Law Center and LJB Enterprises, LLC to Develop Finance, Develop and Manage a Mixed-Use Parking Garage. (SULC)

Motion was made by Mr. Myron Lawson and second by Mr. Richard Hilliard that Action Item (6E – 6H) be approved in global.

Motion was approved.

- E. Request Approval for Memorandum of Agreement (MOA) between Southern University at New Orleans and West Chester University of Pennsylvania (SUNO)
- F. Request Approval for Memorandum of Understanding between SULC and Charles Winnsboro Corporation (SULC)
- G. Request Approval for Memorandum of Understanding between Southern University Law Center and International STEM League (SULC)
- H. Request Approval for Memorandum of Understanding between the Southern University Law Center and the Fulton County Solicitor’s Office. (SULC)
- I. Resolutions

Dr. Katara Williams, Chief of Staff read resolutions and commendations for the following:

- Mrs. Michelle Deon Jordan Cummings
- Dr. Frederic Stephens Humphries, Sr.
- Dr. Mildred Robertson Smalley
- Mr. John Joseph “JoJo” White, Jr.

Added to the list –

- Dr. Tarver added Former Governor Edwin Edwards
- Mr. Sam Gilliam added Franklin Musgrove from Minden, La
- Dr. Rodney Ellis added Mr. Larry McBride – grounds keeper at SUSLA who passed on June 3, 2021.

Upon Motion from Mr. Myron Lawson to approve the read resolutions and additions and Dr. Leroy Davis second the motion.

Motion Approved.

AGENDA ITEM(S) 7: Informational Items

A. Marijuana Update – Brief updated presentation by Dr. Janna Snowden. She gave each board member a copy of the presentation. The detail power point presentation is in the file in the board office. (presentation can be requested) Dr. Snowden had a few questions from the board members which she addressed. She asked if they had any further questions to contact her.

B. System President’s Report – Dr. Belton passed – discussed earlier

C. Campus Reports - (See each report in detail in board office files)
Each Chancellor thanked Dr. Belton for his support, service and dedication.

- Dr. Ammons presented brief report on behalf of SUNO.
- Dr. Ellis presented brief report on behalf of SUSLA.
- Dr. McMeans presented brief report on behalf of SUAREC.
- Chancellor Pierre presented brief report on behalf of SULC.
- Dr. Sahoo presented brief report on behalf of SUBR.

AGENDA ITEM 8: Other Business

Dr. Leroy Davis commended Dr. Belton

AGENDA ITEM 9: Adjournment

Motion by Dr. Rani Whitfield and second by Mr. Richard Hilliard to adjourn the meeting.



SOUTHERN UNIVERSITY AND A&M COLLEGE SYSTEM

Office of the Vice President, Strategic Planning, Policy & Institutional Effectiveness (SUS)
AND

Office of the Vice Chancellor, Academic Compliance (SUBR)

J. S. Clark Administration Building, Fourth floor, Baton Rouge, LA 70813

TO: Ray L. Belton, Ph.D.
President - Chancellor

FROM: Vladimir A. Appeaning, Ph.D.
Vice President-Vice Chancellor, Office of Strategic Planning, Policy and Institutional Effectiveness (SUS), SACSCOC Accreditation and Academic Compliance (SUBR)

DATE: August 3, 2021

RE: Compliance with SACSCOC Standards - 4.2a, 4.2d, and 4.2g

The following items are submitted to ensure continued compliance with SACSCOC Standards 4.2a, 4.2d, & 4.2g.

- SACSCOC Standard 4.2a (Mission Review) – Campus Mission Statements are submitted for the Board's annual review.
- SACSCOC Standard 4.2d (Conflict of Interest), A blank 2021 Conflict of Interest Form is attached that needs to be completed by each Board Member.
- SACSCOC Standard 4.2g (Board Self-Evaluation) – A blank 2021 Board Self-Evaluation Form is attached that needs to be completed by each Board Member.

Your favorable consideration and approval is deeply appreciated.

Approved:

Ray L. Belton, Ph.D.
President - Chancellor

BOARD REVIEW OF CAMPUS MISSION STATEMENTS IN COMPLIANCE WITH SACSCOC STANDARD 4.2A

SOUTHERN UNIVERSITY AND A&M COLLEGE (SUBR)

The mission of Southern University and A&M College, an historically black, 1890 land grant institution, in Baton Rouge, Louisiana is to provide a student-focused teaching and learning environment that creates global leadership opportunities for a diverse student population where teaching, research, service, scholarly and creative expectations for students and faculty are achieved through the bachelor's, master's, and doctoral programs offered at the institution via different instructional modalities and via public service.

SOUTHERN UNIVERSITY AT NEW ORLEANS (SUNO)

Southern University at New Orleans, a public, historically black university, empowers and promotes the upward mobility of diverse populations of traditional and nontraditional students through quality academic programs, teaching, research, and service to achieve excellence in higher education using various teaching and learning modalities.

SOUTHERN UNIVERSITY AT SHREVEPORT (SUSLA)

Southern University at Shreveport, a unit of the Southern University and A & M College System, a historically black comprehensive community college serving Northwest Louisiana and beyond, is committed to teaching and preparing traditional and non-traditional students for degree attainment, transfer, workforce, continuous learning and self-improvement. This preparation is available through multiple delivery methods and instructional sites for students seeking certificates, technical diplomas and associate degrees.

SOUTHERN UNIVERSITY LAW CENTER (SULC)

The mission and tradition of the Law Center is to provide access and opportunity to a diverse group of students from underrepresented racial, ethnic, and socio-economic groups to obtain a high quality legal education with training in both civil and common law. Additionally, our mission is to train a cadre of lawyers equipped with the skills necessary for the practice of law and for positions of leadership in society.

SOUTHERN UNIVERSITY AGRICULTURAL RESEARCH AND EXTENSION CENTER (SUAREC)

The Land-Grant Campus of the Southern University and A&M College System embraces a mission consistent with the University's tripartite mission of teaching, research, and extension/public service. Our land-grant role is to educate, train and mentor a cadre of highly skilled students and professionals to prepare them for a highly technological and globalized workforce. To effectively serve the agricultural and food science industry, we conduct basic and applied research and disseminate information statewide. This allows us to better serve the citizens of Louisiana in a manner that is useful in addressing their scientific, technological, social, economic and cultural needs and enhance their overall quality of life.



Year: 2021

SOUTHERN UNIVERSITY SYSTEM BOARD OF SUPERVISORS

CONFLICT OF INTEREST DISCLOSURE STATEMENT

I, _____ a member of the Board

of Supervisors of Southern University System affirm that:

- (a) I am familiar with the Bylaws of the Board.
- (b) I do not engage in conduct that is prohibited or unlawful.
- (c) I do not have a personal interest in a transaction with the University.
- (d) I do not engage in prohibited conduct relating to contracts with the University.
- (e) I do not have any business interest or family relations that could be deemed a conflict of interest under any law or board policy.
- (f) I have no conflict of interest as it relates to the institution.

If any situation arises that makes the above statements incomplete or incorrect, I will notify the Board immediately of any conflicts and actions I am taking to resolve such conflict(s). Notification shall be submitted in writing to the Board Chair.

Signature of Board Member

Name: _____

Date: _____

Board Self-Evaluation Instrument Evaluation Period: 2020-2021



Southern University System

Office of Strategic Planning, Policy,
and Institutional Effectiveness

Board Member

Instructions: Please indicate your level of agreement with each statement listed below by clicking on the appropriate box.

Section I

Board Management Function

- | | Strongly Agree | Agree | No Opinion | Disagree | Strongly Disagree |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. The ultimate responsibility for management of the System and its institutions rests with the Management Board. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Through its policy-making process, the Board works collaboratively with the President-Chancellor and faculty to achieve the strategic priorities of the System and its institutions. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The Board periodically reviews its policies to ensure that both the Bylaws and Policy Manual are up-to-date. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Board members uphold the final majority decision of the Board. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. The Board regularly reviews the role, scope and mission of its institutions | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Board Organization and Operation

- | | Strongly Agree | Agree | No Opinion | Disagree | Strongly Disagree |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 6. Board officer responsibilities are clearly defined in the Board's Bylaws. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Board committees have clearly defined responsibilities designed to assist the Board in its deliberations. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. The outcome of Board member preparation is productive Board meetings. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Board meeting agendas are relevant to the items presented to the Board for consideration. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Board minutes effectively capture and summarize Board actions. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Board Self-Evaluation Instrument Evaluation Period: 2020-2021

Section I [Continue]

Board Leadership and Accountability

	Strongly Agree	Agree	No Opinion	Disagree	Strongly Disagree
11. The Board adheres to its fiduciary duties as outlined in its Bylaws.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Board members adhere to the Louisiana Code of Governmental Ethics by completing an annual Code of Ethics training.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. The Board advocates on behalf of the System and its institutions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. The Board has an active professional development and orientation program for current and new Board members.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. The Board monitors the effectiveness of its institutions in fulfilling their stated missions by reviewing performance data aligned with institutional priorities and outcomes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Board CEO Relations

	Strongly Agree	Agree	No Opinion	Disagree	Strongly Disagree
16. The Board sets clear expectations for the President-Chancellor/Chief Executive Officer (CEO) of the Southern University and A&M College System.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. The CEO's job description is current and accurate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. The Board effectively evaluates the CEO.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. The Board maintains open communication with the CEO.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. The Board provides the highest level of support to the CEO.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Board Self-Evaluation Instrument Evaluation Period: 2020-2021

Section II

Instructions: Indicate your overall rating of Board performance and provide responses to the open ended questions.

My overall rating of Board Performance is

Outstanding

Above Average

Average

Below Average

Poor

What are the Board's greatest strengths? (List at least one example)

What are the areas in which the Board could improve? (List at least one example)

What are the major accomplishments of the Board in the past year? (List at least one example)

As a Board member, I am most pleased about:

As a Board member, I am most concerned about:

I recommend that the Board adopt the following three (3) Goals/Priorities for the coming year (2021-2022):

Motion / Resolution
Authorize the Board Chairman to contract with Search Firm,
and to provide for budget to the search committee

Whereas, the Board of Supervisors of The Southern University and A&M College System received notice at its July 16, 2021 regular meeting of the retirement of its current President – Chancellor, Dr. Ray Belton;

Whereas, subsequent to the Board Chairman’s appointment of a search committee to facilitate the replacement of the retiring President;

Whereas, said search firm will assist the search committee in performing its duties by assisting with securing, vetting, and identifying qualified applicants for the position of President – Chancellor;

NOW THEREFORE BE IT RESOLVED, the Board of Supervisors of the Southern University and A&M College authorizes:

The Chairman of the Board of Supervisors, after complying with the requisite procurement procedure, to select retain and enter into a contract with a professional search firm to assist the President – Chancellor Search Committee in its charge, including but not limited to securing, vetting and assisting in identifying qualified applicants to for the position of President – Chancellor; and to provide for a budget up to (or not to exceed) \$49,500.00for the President – Chancellor Search Committee in connection with activities associated in fulfilling its functions.

MOTION / RESOLUTION
AMENDING THE CONTRACT OF EMPLOYMENT OF DR. RAY BELTON

Whereas, Dr. Ray Belton provided notice of his retirement at the Board of Supervisors meeting on July 16, 2021;

Whereas, under the leadership of Dr. Ray Belton as President – Chancellor of the Southern University System, gains were made at all five (5) campuses;

Whereas, Dr. Ray Belton led the Southern University A & M System through, and continues to lead, during an unprecedented global pandemic

Whereas, Through Dr. Ray Belton’s leadership the campuses were able to complete the spring 2020, fall 2020, and spring 2021 semester allowing students to continue their matriculation and graduate,

Whereas, The Board of Supervisors recognizes the efforts of the Dr. Ray Belton, and desires to amend his section 3.1 of his “Second Amended Employment Agreement” executed September 23, 2019, to provide for increase in the annual salary of ten (10) percent to four hundred forty thousand dollars and for such increase to be effective from July 1, 2021 through the expiration of the contract on June 30, 2022, unless sooner terminated with consent of Dr. Ray Belton; to wit:

“The President shall be paid an annual salary of **four hundred forty thousand dollars and zero cents (\$440,000.00).**”

NOW THEREFORE BE IT RESOLVED, The Board of Supervisors amends section 3.1 of the “Second Amended Employment Agreement” executed September 23, 2019, to wit:

“The President shall be paid an annual salary of **four hundred forty thousand dollars and zero cents (\$440,000.00).**”

BE IT FURTHER RESOLVED, The increase in annual salary shall be effective from July 1, 2021 through the expiration of the term of the contract on June 30, 2022, unless sooner terminated with consent of Dr. Ray Belton. All other terms in the “Second Amended Employment Agreement” shall remain.



SOUTHERN UNIVERSITY AND A&M COLLEGE SYSTEM

J. S. CLARK ADMINISTRATION BUILDING
4TH FLOOR
BATON ROUGE, LOUISIANA 70813

OFFICE OF THE
VICE PRESIDENT FOR
FINANCE AND BUSINESS AFFAIRS

August 2, 2021

TELEPHONE: (225) 771-5550
FAX: (225) 771-2922

Dr. Ray L. Belton
President / Chancellor
Southern University System
4th Floor, J. S. Clark Administration Building
Baton Rouge, LA 70813

Dear Dr. Belton:

Attached is an amendment to the Facilities Lease Agreement by and between Southern University and A & M College System on behalf of Southern University at Baton Rouge, Southern University at New Orleans and Southern University at Shreveport and Aramark Educational Services, LLC dated July 1, 2014. This amendment makes changes to the "MINIMUM GUARANTEE" due to a reduction in meal plans resulting from COVID-19 for the Baton Rouge and New Orleans campuses.

We are requesting your approval and the approval of the Southern University Board of Supervisors to amend the existing Aramark Educational Services, LLC agreement.

Should you have any questions please let me know.

Respectfully submitted,

A handwritten signature in blue ink, reading "Flandus McClinton, Jr." with a stylized flourish at the end.

Flandus McClinton, Jr
Vice President for Finance and Business Affairs

Attachment

Approval:

A handwritten signature in blue ink, reading "Ray L. Belton" with a stylized flourish at the end.

Ray Belton, Ph.D.
President-Chancellor

"An Equal Education Opportunity Institution"

WWW.SUS.EDU



2400 Market Street
Philadelphia, PA 19103

July ¹³____, 2021

Dr. Ray L. Belton
President-Chancellor
Southern University and A&M College
3rd Floor, J. S. Clark Administration Building
P.O. Box 9212
Baton Rouge, LA 70813

Dear Dr. Belton:

This Letter Amendment shall confirm the understanding between you and our representatives that, effective as of August 1, 2021, that certain Facilities Lease Agreement by and between the Board of Supervisors of the Southern University and Agricultural and Mechanical College System on behalf of **SOUTHERN UNIVERSITY AT BATON ROUGE, SOUTHERN UNIVERSITY AT NEW ORLEANS, AND SOUTHERN UNIVERSITY AT SHREVEPORT** ("Southern") and **ARAMARK EDUCATIONAL SERVICES, LLC** ("Aramark") dated as of July 1, 2014, (as amended, the "Agreement"), shall be further amended as follows:

1. Section 17, **BATON ROUGE CAMPUS FINANCIAL TERMS**, Subsection E, **Lease Payment**, is hereby amended by changing the dollar amount for the "MINIMUM GUARANTEE" for Contract Year 2020-2021 from \$1,313,000 to \$1,076,660.

2. Section 18, **NEW ORLEANS CAMPUS FINANCIAL TERMS**, Subsection E, **Lease Payment**, is hereby amended by changing (i) the dollar amount for the "MINIMUM GUARANTEE" for Contract Year 2019-2020 from \$75,000 to \$50,622 and (ii) the dollar amount for the "MINIMUM GUARANTEE" for Contract Year 2020-2021 from \$80,000 to \$15,587.

In all other respects the Agreement shall remain unmodified and in full force and effect. This Letter Amendment is hereby attached to, and made part of, the Agreement.

If the foregoing is in accordance with your understanding, please sign and date a copy of this Letter Amendment and return it to Aramark at your earliest convenience.

[Remainder of page intentionally left blank]

July 13, 2021
Page 2

Very truly yours,

ARAMARK EDUCATIONAL SERVICES, LLC

DocuSigned by:
By: Nirav Shah
5F6933B04B07441
Nirav Shah
Vice President

The above is accepted and agreed to this ____ day of _____, 2021.

SOUTHERN UNIVERSITY BOARD OF SUPERVISORS

By: _____
Name:
Title:



SOUTHERN UNIVERSITY AND A&M COLLEGE SYSTEM

J.S. CLARK ADMINISTRATION BUILDING
4TH FLOOR
BATON ROUGE, LOUISIANA 70813

August 2, 2021

OFFICE OF THE
VICE PRESIDENT FOR
FINANCE AND BUSINESS AFFAIRS

TELEPHONE: (225) 771-5550
FAX: (225) 771-2922

Dr. Ray L. Belton
President / Chancellor
Southern University System
4th Floor, J. S. Clark Administration Building
Baton Rouge, LA 70813

Dear Dr. Belton:

Attached is an amendment to the Facilities Lease Agreement by and between Southern University and A & M College System on behalf of Southern University at Baton Rouge, Southern University at New Orleans and Southern University at Shreveport and Aramark Educational Services, LLC dated July 1, 2014. This amendment provides a 2021 Baton Rouge John B. Cade Library financial commitment (up to \$500,000) to the University for food service facility renovations and the purchase and installation of food service equipment, area treatment, signage and marketing materials and other cost associated with brand expansion.

We are requesting your approval and the approval of the Southern University Board of Supervisors to amend the existing Aramark Educational Services, LLC agreement.

Should you have any questions please let me know.

Respectfully submitted,

A handwritten signature in blue ink that reads "Flandus McClinton Jr".

Flandus McClinton, Jr
Vice President for Finance and Business Affairs

Attachment

Approval:

A handwritten signature in blue ink that reads "Ray L. Belton".

Ray Belton, Ph.D.
President-Chancellor

"An Equal Education Opportunity Institution"

WWW.SUS.EDU



2400 Market Street
Philadelphia, PA 19103

July ¹³, 2021

Dr. Ray L. Belton
President-Chancellor
Southern University and A&M College
3rd Floor, J. S. Clark Administration Building
P.O. Box 9212
Baton Rouge, LA 70813

Dear Dr. Belton:

This Letter Amendment shall confirm the understanding between you and our representatives that, effective as of August 1, 2021, that certain Facilities Lease Agreement by and between the Board of Supervisors of the Southern University and Agricultural and Mechanical College System on behalf of **SOUTHERN UNIVERSITY AT BATON ROUGE, SOUTHERN UNIVERSITY AT NEW ORLEANS, AND SOUTHERN UNIVERSITY AT SHREVEPORT** ("Southern") and **ARAMARK EDUCATIONAL SERVICES, LLC** ("Aramark") dated as of July 1, 2014, (as amended, the "Agreement"), shall be further amended as follows:

1. A new Subparagraph 14.J, **2021 Baton Rouge John B. Cade Library Financial Commitment**, shall be added to the Agreement as follows:

**"14. BATON ROUGE CAMPUS UNRESTRICTED GRANT; FINANCIAL COMMITMENTS;
BRAND REFRESH FUNDING:**

J. 2021 Baton Rouge John B. Cade Library Financial Commitment: In consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Aramark shall make a financial commitment (the "2021 Baton Rouge John B. Cade Library Financial Commitment") to Southern in an amount up to Five Hundred Thousand Dollars (\$500,000). Southern agrees to invest the 2021 Baton Rouge John B. Cade Library Financial Commitment for food service facility renovations and the purchase and installation of food service equipment, area treatment, signage and marketing materials and other costs associated with brand expansion in the John B. Cade Library on Southern's Baton Rouge campus. Any equipment purchased by Aramark on Southern's behalf shall be purchased as a "sale-for resale" to Southern. Southern shall hold title to all such equipment (with the exception of those items which bear the name of Aramark, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. Southern acknowledges that it is a tax-exempt entity and will provide Aramark with a copy of the appropriate tax-exempt certificate.

The 2021 Baton Rouge John B. Cade Library Financial Commitment shall be amortized on a straight-line basis over the number of months remaining between complete expenditure of the 2021 Baton Rouge John B. Cade Library Financial Commitment and June, 2029.

Upon expiration or termination of this Agreement by either party for any

July 13, 2021
Page 2

reason whatsoever prior to the complete amortization of the 2021 Baton Rouge John B. Cade Library Financial Commitment, Southern shall reimburse Aramark for the unamortized balance of the 2021 Baton Rouge John B. Cade Library Financial Commitment as of the date of expiration or termination. In the event such amounts owing to Aramark are not paid to Aramark within 45 days of expiration or termination, Southern agrees to pay interest on such amounts at the Prime Rate plus one and one-half percentage points (1.5%) per annum, computed each Accounting Period on the declining balance. In the event such amounts owing to Aramark are not paid to Aramark within 45 days of expiration or termination, Southern agrees to pay interest on such amounts at the Prime Rate plus one and one-half percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within 30 days of the invoice date."

In all other respects the Agreement shall remain unmodified and in full force and effect. This Letter Amendment is hereby attached to, and made part of, the Agreement.

If the foregoing is in accordance with your understanding, please sign and date a copy of this Letter Amendment and return it to Aramark at your earliest convenience.

Very truly yours,

ARAMARK EDUCATIONAL SERVICES, LLC

DocuSigned by:
By: Nirav Shah
Nirav Shah
Vice President

The above is accepted and agreed to this _____ day of _____, 2021.

SOUTHERN UNIVERSITY BOARD OF SUPERVISORS

By: _____
Name:
Title:



Dr. Rodney A. Ellis
Chancellor

August 4, 2021



Office Of The Chancellor

Dr. Ray L. Belton, President
Southern University System Office
4th Floor, J. S. Clark Administration Building
Baton Rouge, La. 70813

RE: Approval of modification to MSKICK Agreement SUSLA

Dear Dr. Belton:

The MS KICK Executive Team is requesting approval for the modification of the current facility with an expansion. The expansion includes additional storage space for Commissary Tenant Clients. The additional space will also provide more prep area with adequate electrical outlets, prep washing sinks, and handwashing sinks as required by the Public Health Department. Funding has been provided through the City of Shreveport Community Development Public Services funding in the amount of \$135,500 (see attached CDBG Award Letter and Grant Narrative).

The proposed implementation timeline is as follows:

- Campus Approval: May 2021
- SU Board Approval and LA Facility Planning notification: Aug 2021
- Blueprint Design - 4 Weeks: Aug - Sep 2021
- Contract Bidding Process: Oct - Nov 2021
- Construction - 3-5 months: Dec - Apr 2022
- Facility inspections/approvals/Grand Opening: May - Jun 2022

Per your approval, and that of the Southern University System Board of Supervisors, we will forward with project implementation. Should you have additional questions or concerns, please do not hesitate to contact me. Thank you for your consideration.

Respectfully Submitted,

Rodney A. Ellis, Ed.D
Chancellor

RAE/lw

3050 MARTIN LUTHER KING, JR. DRIVE, SHREVEPORT, LOUISIANA 71107
PHONE: (318) 670-9312 * FAX (318) 670-6374
TOLL FREE: 1-800-458-1472, EXT 6312
WWW.SUSLA.EDU

**GRANT AGREEMENT
BETWEEN
CITY OF SHREVEPORT
AND
SOUTHERN UNIVERSITY AT SHREVEPORT
Agreement Number: 2021-CDBG-PF-CM-004
DUNS Number:**

THIS AGREEMENT is made as of this ___ day of ___, 2021, by and between the following parties:

(1) **CITY OF SHREVEPORT** (hereinafter referred to as the "City"), a duly organized municipality of the State of Louisiana, represented herein by its Mayor, Adrian Perkins, duly authorized to act herein;

AND

(2) **SOUTHERN UNIVERSITY AT SHREVEPORT**, a non-profit organization, (hereinafter referred to as "Subrecipient"), represented herein by Dr. Rodney Ellis, Chancellor, duly authorized to act herein by virtue of a Resolution of the Board of Directors attached hereto and made a part hereof.

RECITALS

WHEREAS, City has been designated by the United States Department of Housing and Urban Development ("HUD") as a Participating Jurisdiction ("PJ") pursuant to the Community Development Block Grant Program ("CDBG") under title I of the Housing and Community Development Act of 1974, as amended, and regulations promulgated thereunder which are contained in 24 CFR Part 570, and;

WHEREAS, Subrecipient has submitted a proposal to expand the existing facility to add additional kitchen stations and storage space for facility and tenants.

WHEREAS, the activities carried out under this Agreement meet a CDBG Program National Objective defined in 24 CFR 570.

WHEREAS, City agrees to provide a Grant to Southern University at Shreveport, utilizing CDBG funds, subject to compliance with and satisfaction of the terms and conditions set forth in this Agreement, and;

WHEREAS, Subrecipient agrees to accept this Grant from City, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and promises of the parties herein contained, the parties hereto agree as follows:

2. STATEMENT OF THE ACTIVITY

This Grant is to be used by **Subrecipient** to expand the existing Kitchen Incubator to add additional kitchen stations and storage space for facility and tenants. This Agreement incorporates **Subrecipient's** commitment letter and proposal as Attachment "A" which sets forth in detail the activities to be performed under this Agreement.

3. PERIOD OF FUNDING

This Agreement for the purpose of funding and completion of the activity shall be retroactive from May 1, 2021, which date shall be referred to as the "Effective Date". This Agreement shall remain in full force and effect from the Effective Date until December 31, 2021, which date shall be referred to as the "Termination Date" unless sooner terminated by either party as provided herein. No Grant funds shall be eligible for disbursement for any property acquisition, construction, services, maintenance or any other expenses undertaken prior to the effective date of this Agreement. Any extensions or amendments to this Agreement shall be agreed upon between the parties in writing within sixty (60) days prior to the above Termination Date.

4. PERIOD OF COMPLIANCE

The Project Term for the fulfillment of all governing regulations associated with this Project, and the Period of Compliance shall be fifteen (15) years, commencing after the Project completion date.

5. GRANT AMOUNT/BUDGETED COSTS

City agrees to provide a Grant to **Subrecipient** in an amount not to exceed **ONE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED NO/100 DOLLARS (\$135,500.00)**. The Grant funds shall be paid to **Subrecipient** as reimbursement for eligible, allowable, and reasonable costs, and such costs must benefit the Project, as specified in "Attachment B".

6. SUBRECIPIENT OBLIGATIONS

Subrecipient acknowledges that the source of the Grant made hereunder is from the Community Development Block Grant Program funds awarded to **City** by HUD. In consideration of the funds awarded by **City**, **Subrecipient** has entered into this Agreement and agrees as follows:

- a. To comply with the terms and conditions set forth in this Agreement, and all other federal requirements, program regulations, Project requirements, and other applicable federal laws and regulations described in 24 CFR part 570.
- b. To perform the activities in accordance with this Grant, proposal, Project timeline, and the specification and plans and/or any amended plans which must receive prior approval by **City**, all which are attached hereto and made a part of this Agreement.

- c. That all units will be occupied by low- moderate income households and rents must remain affordable in accordance with 24 CFR 570. Subrecipient must determine income in accordance with 24 CFR 570.
- d. That the units will be occupied by eligible persons no later than 30 days after Project completion.
- e. That the lease between a tenant and Subrecipient shall be for not less than one year, unless by mutual agreement between the tenant and Subrecipient, and all tenant and participant protections are complied with by Subrecipient which are contained in 24 CFR 570.
- f. As a condition of the award of CDBG Funds, this Project shall be constructed and maintained in a manner consistent with City and CDBG Program regulations, property standards, housing quality standards, and other applicable federal, state, and local laws applicable to the use of these funds. The activity shall be conducted upon the eligible property.
- g. That all funds shall be expended in accordance with the approved budget set forth and attached hereto and made a part hereof as Attachment "B". Subrecipient shall obtain the prior written approval of City for the following budget revisions: (1) any revision which would result in the need for additional funding; and (2) cumulative transfers among direct cost categories.
- h. Shall obtain prior written approval of City whenever any of the following programmatic changes are anticipated: (1) any revision of the scope or objectives of the Project (regardless of whether there is an associated budget revision requiring prior approval); (2) need to extend the period of availability of funds; (3) changes in key persons in cases where specified in an agreement or a grant award; (4) contracting out, sub-granting (if authorized by law) or otherwise obtaining the services of a third party to perform activities which are central to the purposes of the award.
- i. Shall not begin any work on the Project prior to receipt of a Notice to Proceed issued by City.
- j. To file and record a copy of this Agreement within thirty (30) days after execution of the agreement or prior to the initial request for payment, in the conveyance and mortgage records of the Parish of Caddo, Louisiana , and in such other places as City may reasonably request. Subrecipient further agrees to pay all fees and charges incurred in connection with such recording.
- k. To ensure that all subcontracts let in the performance of this agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to City along with documentation concerning the selection process.
- l. Subrecipient agrees to comply with all reporting and monitoring requirements set forth by City and CDBG Program Regulations.

- m. To provide proof of State Contractors License for all contractors and sub-contractors that will provide services under this Grant Agreement.
- n. If the Davis Bacon Act (40 USC 3141) is applicable to this Project, the **Subrecipient** must contact **City** to schedule a Pre-Construction Labor Conference with the selected contractors prior to the commencement of any construction work, and no later than thirty (30) days after the execution of this Agreement. Applicability of the Davis-Bacon Act is contingent upon whether the Project consists of eight (8) or more CDBG assisted units that are to be rehabilitated or constructed under one (1) construction contract in excess of two thousand dollars (\$2,000). Davis-Bacon requirements are operable without regard to whether the CDBG funds are used for construction or non-construction activities.
- o. To take all necessary affirmative steps to assure that minorities, women, small and disadvantaged business enterprises are used when possible, and will comply with all requirements of Affirmative Action in Contracting Ordinances with all state, and federal laws and regulations.
- p. To offer ENERGY STAR solutions for cost effectively increasing home energy efficiency, by reducing energy costs and saving money by making homes more affordable, sustainable, and livable for lower-income families while helping the environment
- q. **Subrecipient** shall report household incomes and sizes, the date of initial occupancy, and the lease amount to **City** within thirty (30) days following initial occupancy of each unit. **Subrecipient** agrees to annually report the occupancy and household income subject to the Change of Use Restrictions applicable to the Project, following the anniversary date of the completion of the Project for any rental activity that may be part of the Project. Said reports shall be due within sixty (60) days following the end of each calendar year, and shall reflect all changes in occupancy and rents during that fiscal year.

7. MATCH REQUIREMENTS

Subrecipient agrees to secure match in an amount at least equal to **twenty-five percent (25%)** of the total amount of this agreement. Said Match amount is **THIRTY THREE THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$33,875.00)**. The match funds must be made from nonfederal resources or owner equity or investment in a Project.

Matching funds must be provided after the date of the Grant award to **Subrecipient**. Funds used to match a previous Grant may not be used to match a subsequent Grant award under this part.

Subrecipient has committed the amounts of match specified in the approved budget attached to this Agreement. **Subrecipient** shall report on the expenditure of these funds throughout the term of the Grant, and receive and expend all of the commitments by the expiration date of this agreement.

8. ADMINISTRATION OF GRANT

City appoints its Department of Community Development as the department which shall administer this Grant Agreement on behalf of City. The Department of Community Development is authorized to act on behalf of City in ascertaining entitlement to and authorizing disbursement of the Grant proceeds to **Subrecipient** in accordance with this Agreement, in holding and safekeeping all documents and papers which are or may be incident to this Agreement and in transactions with **Subrecipient** and HUD with respect to any matter which may arise or exist with respect to this Agreement or the use of the Grant funds provided pursuant to this Agreement.

9. SERVICES PROVIDED BY CITY

- a. City has allocated federal funds, all for the purpose, among others, of inducing **Subrecipient** to provide the services set forth in this agreement and its commitment letter.
- b. City agrees to provide a Grant to **Subrecipient** utilizing CDBG Funds to assist in providing affordable rental housing to benefit families whose income is eighty (80%) percent or below the area median income as defined by HUD.
- c. City shall determine compliance with applicable property standards requirements pursuant to 24 CFR 570, and housing quality standards requirements pursuant to 24 CFR 982.401.
- d. City agrees to provide any required environmental assessments and environmental clearances with respect to the Project in accordance with 24 CFR Part 58. In accordance with 24 CFR Part 52 and 58, and 24 CFR Part 570, no activity having potential environmental effect shall be undertaken until an environmental assessment of the eligible activity has been completed and the eligible activity has obtained all necessary environmental clearances.
- e. City will monitor and evaluate the construction, use of funds, Project requirements, and Grant supported activities to assure compliance with applicable federal regulations and requirements, and that performance goals are being achieved. City will review all request for payments to determine eligible, allowable, and reasonable costs. City will take any and all legal action deemed appropriate to enforce the regulations herein. Substandard performance as determined by City shall constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by **Subrecipient** within the time period set forth in the agreement herein, contract suspension or termination procedures may be obtained by City, at its discretion.

10. GENERAL PROVISIONS

- a. **Subrecipient** shall abide by all of City and HUD (or their successor agency) statutes, rules, regulations, and ordinances applicable to this Agreement.
- b. During the period of affordability, the eligible property shall be restricted to the use and requirements set forth in this Agreement and the CDBG Program Regulations. The housing units which are to be assisted with CDBG funds shall not be converted to a form of ship that is not eligible to receive CDBG Funds.
- c. **Subrecipient** and **City** herein expressly declare and acknowledge that **Subrecipient** is an independent contractor as defined in the Revised Statutes of the State of Louisiana and as such it is expressly agreed and understood between the parties hereto, that in entering into this Agreement, neither party shall be liable to the other for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana, and further under the provisions of R.S. 23:1034, any person employed by either party to this Agreement shall not be considered an employee of the other for purposes of Worker's Compensation Coverage.
- d. **Subrecipient** and **City** herein expressly declare and acknowledge that they are independent parties, and as such it is expressly declared and understood between the parties hereto that; a) each party has been and will be free from any control or direction by the other in the performance of services covered by this Agreement b) the service(s) to be rendered by one party to the other are outside the normal scope of each party's business operations; and c) neither party to this Agreement nor any person employed by either party to this Agreement shall be considered an employee of the other for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.
- e. **Subrecipient** shall prepare, implement and maintain a Minority and Women-Owned Business Development Plan which contains specific measurable goals and an affirmative strategy to promote awareness and participation by such businesses in performing the obligations contracted for herein pursuant to 24 CFR 85.35(e). The plan is attached to this Agreement as Attachment "K" and shall remain in effect throughout the construction period.
- f. **Subrecipient** shall comply with applicable uniform administrative requirements as described in 24 CFR Part 570 (OMB Circular A-122 and applicable provisions at 24 CFR Part 84).
- g. **Subrecipient** shall comply with The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), and the implementing regulations at 24 CFR Part which requires certain federal and federally-funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped persons.
- h. **Subrecipient** agrees to comply with the Fair Housing Act implemented at 24 CFR Part 100.205.

- i. **Subrecipient** shall comply with The Americans with Disabilities Act of 1968 (42 U.S.C.12131; 47 U.S.C.155, 201, 218 and 225), which provides comprehensive rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- j. In any action brought to enforce an obligation under this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs in addition to any other remedy.

11. RELIGIOUS OR FAITH-BASED ORGANIZATIONS

In accordance with CFR570, faith-based activities are as follows:

- (a) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- (b) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytize, as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided.
- (c) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definitions, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytize. Among other things, faith-based organizations may use space in their facilities, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (d) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- (e) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities,

CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the Grant, or any change in use of the property during the term of the Grant, is subject to government-wide regulations governing real property disposition (see 24 CFR Parts 84 and 85).

- (f) If a state or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

12. METHOD OF PAYMENT

- a. The Grant funds shall be payable to **Subrecipient** as reimbursement for eligible costs. OMB Circular A-122, program regulations, and the terms of this Agreement shall be followed in determining the reasonableness, allowability, and allocability of costs. Any costs deemed unreasonable by **City** may be reduced accordingly.
- b. **Subrecipient** shall submit a monthly request for payment/financial status reporting form to **City** by the 20th day of each calendar month, complete with all proper documentation, in accordance with Attachment "D" of this Agreement for approved budgeted items. Each request for payment shall state that the items contained in the current request have not been the subject of a previous request for payment.
- c. **Subrecipient** shall submit, as supporting documentation, original or certified copies of paid itemized invoices or receipts, checks, payrolls, time and attendance records, contract documents, or such other evidence requested by **City** for the services to be performed under this Agreement along with performance reports of the services performed during the reporting period. Upon **City's** receipt and approval of such documentation, the payment shall be charged against the Grant and due and payable by **City**, provided such request for payment shall not have been the basis of any previous disbursement or request for disbursement. Each request for disbursement will be processed upon compliance with all of the terms, conditions, and covenants of this Agreement. Payment, subject to the approval of the Director of Community Development or his designee, shall be remitted to **Subrecipient** within thirty (30) days of **City's** receipt and approval of the proper supporting documentation.
- d. If any item contained in a monthly request for payment is not supported by satisfactory evidence, **City** shall notify **Subrecipient** of the insufficiency within thirty (30) days of its receipt thereof. **City** may withhold payment until such time as **City** receives sufficient documentation of such item or expense.
- e. Prior to the initial disbursement of any of the Grant funds, each of the following conditions shall have been satisfied, if applicable:

1. All governmental approvals and permits necessary for the Project shall be obtained.
 2. All insurance requirements of this Agreement shall be met.
 3. Documentation from **Subrecipient** that it has sufficient funds on hand or irrevocably available to it to complete its obligations under this Agreement and the identity of the sources for these funds.
 4. A satisfactory progress inspection approved by **City** must accompany each draw request.
- f. **Subrecipient** shall not commingle CDBG Funds with any other funds in any manner which would prevent **City** from readily identifying program expenditures.
- g. The final request for payment may be submitted by **January 15, 2022** or reimbursements ending **December 31, 2021**. Requests for payments shall not be accepted after this date.
- h. **City** will have a retainage of ten percent (10%) of the completed work until all work has been satisfactorily completed, inspected, and approved by **City**, and all liens have been released.

13. REPORTS AND INFORMATION

- a. **Subrecipient** shall submit a monthly request for payment/ financial status report to **City** to ensure compliance with the requirements of this Agreement and proper accounting of all Grant funds.
- b. **Subrecipient** shall submit a monthly performance report to **City** in accordance with Attachment "E" to ensure compliance with the requirements of this Agreement and proposed goals and objectives of the Project. Performance reports shall generally contain brief information: (1) showing the number and classes of person(s) being assisted, (2) showing comparison of actual accomplishments with the goals and objectives established for the award period, and (3) reasons why established goals were not met, if appropriate.
- c. All monthly reports are due by the 20th day of each calendar month. Reports shall be submitted to **City** on the forms attached hereto and designated as Attachment "D" and Attachment "E". These reports shall accompany each request for reimbursement as a condition for payment.
- d. **Subrecipient** shall submit any other documentation as requested by **City**, and required by the CDBG Program regulations.

14. RECORDS AND AUDITS

- a. If **Subrecipient** expends \$500,000 or more in federal awards in a fiscal year, it must have a single or program-specific audit. **Subrecipient** shall furnish **City** with one (1) copy of all audits, covering funds awarded under this Agreement in accordance with 24 CFR Part 45 and OMB Circular A-133. Such audits shall be conducted by an independent certified public accountant. **Subrecipient** shall provide **City** with a copy of the Audit Report. The Audit Report shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. The Auditor's report shall include a statement indicating:
1. The financial statements of the organization representing its financial position and the results of its financial operations in accordance with generally accepted accounting principles;
 2. The organization has internal accounting and other control systems to provide reasonable assurance that it is managing federal financial assisted programs in compliance with applicable laws and regulations; and
 3. The organization has complied with laws and regulations that may have a material effect on its financial statements and on each major federal assisted program.
- b. **City** may review and copy any and all records of the services to be performed by **Subrecipient** under this Agreement. **City** is hereby granted the right to audit. **Subrecipient** shall permit **City** or its designated representative to audit and inspect all records, books and billings relating to this Agreement anytime during normal business hours and under reasonable circumstances and to copy there from any information that **City** deems necessary concerning **Subrecipient's** operations hereunder. **Subrecipient** further understands and agrees that said audit and inspections may be made upon reasonable notice.
- c. Pursuant to 24 CFR Part 570, **Subrecipient** shall maintain financial records pertaining to all matters relative to this Agreement, and retain all of its records and supporting documentation applicable to this Agreement with **City** for a period of five (5) years, included but not limited to, the description which is attached hereto and made a part hereof as Attachment "F", except as follows:
1. Records that are subject to audit findings shall be retained for three (3) years after such findings have been resolved.
 2. All such records and supporting documentation shall be made readily available, upon request, for inspection or audit by representatives of **City**. In the event **Subrecipient** goes out of existence, it shall turn over to **City** all of its records relating to this Agreement to be retained by **City** for the required period.
- d. If the records and books are not located within Caddo or Bossier Parish, in the event of an audit, **Subrecipient** agrees to deliver the records or have the records delivered to **City** or its designated representative at an address designated by **City** within **City** of

Shreveport. If City or its designated representative finds that the records delivered are incomplete, Subrecipient agrees to pay City's representative costs to travel to Subrecipient's office to audit or retrieve the complete records.

- e. Failure to comply with any or all audit requirements may cause a loss of participation in this program and a return of the CDBG Funds.

15. INSURANCE REQUIREMENTS

- a. Subrecipient shall at its own expense provide and maintain certain insurance in full force and effect at all times during the term of this Agreement and any extensions thereto. Such insurance, at a minimum, must include the following coverage and limits of liability:
 1. Commercial General Liability Insurance in an amount not less than a combined single limit of \$1,000,000 per occurrence and \$1,000,000 annual aggregate. This policy should be endorsed to name City as an additional insured. It is the intent of City that the policy coverage should not be limited by an annual aggregate limitation. If this policy is to be limited by an aggregate annual limitation, the aggregate limitation shall not be less than \$2 Million otherwise Subrecipient must provide a \$1,000,000 per Project aggregate applicable for the Project specified in this Agreement.
 2. Commercial Auto Liability Insurance, including hired, rented or non-owned automobiles, in an amount not less than \$100,000 per person and \$300,000 per each accident or a combined single limit of \$300,000 per occurrence. This policy shall be endorsed to name City as an additional insured.
 3. Workers' Compensation Insurance as required by the laws of the State of Louisiana and Employer's Liability Insurance in a minimum amount of \$1,000,000. This policy shall contain an Other States Coverage Endorsement. When required by City, this policy shall also be endorsed to include coverage required by the United States Longshoreman and Harbor Workers' Compensation Act and Maritime Coverage. The certificate of insurance required by section C, below, must have the following statement shown in the remark section: This policy for workers' compensation protects all members of the insured organization, including an employer a sole proprietor, a partner or bona fide officer of the insured organization, and all employees.
- b. All coverage provided for in Subsection A shall be effective under insurance policies issued by solvent insurance carriers qualified to do business in the State of Louisiana and having an A. M. Best Company rating of B+VII or better. This rating requirement will be waived for the workers' Compensation coverage only. City reserves the right to inspect any and all insurance policies required pursuant to this Agreement, prior to commencement of the services specified in the Agreement and anytime thereafter.
- c. Proof that such insurance coverage exists shall be furnished to City by means of Certificate of Insurance form provided by City before any part of the service specified

by this Agreement are commenced. The said Certificate shall name City as an additional insured as indicated in subsection A and include a provision that in case of cancellation or any material change in the coverage stated above City shall be notified thirty (30) day.; prior to such change or cancellation. Said provision shall include cancellation for nonpayment of premium. Subrecipient shall be liable for its subcontractors' insurance coverage of the types and in the amounts stated above, and shall furnish City with copies of such Certificates of Insurance.

- d. **Subrecipient** and all of its insurers shall, in regard to the above stated insurance, waive all right of recovery or subrogation against City, its officers, agents or employees and its insurance companies.
- e. **Subrecipient** shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and those of all applicable State Acts, Laws or Regulations during the conduct of **Subrecipient's** performance of the Agreement. **Subrecipient** shall indemnify City for fines, penalties and corrective measures that result from the acts of commission or omission of **Subrecipient**, its subcontractors if any, agents, employees and assigns and their failure to comply with such safety rules and regulations.
- f. City will give **Subrecipient** prompt notice in writing if the institution of any suit or proceeding and permit **Subrecipient** to defend same, and will give all needed information, assistance, and authority to enable **Subrecipient** to do so. **Subrecipient** shall similarly give City immediate notice of any claim arising out of the performance of the Agreement. **Subrecipient** shall furnish immediately to City copies of all pertinent papers received by **Subrecipient**.
- g. If any part of the services specified by this Agreement are sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover their operations, and evidence of such insurance, satisfactory to City, shall be furnished to City by **Subrecipient**.

16. AMENDMENTS

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of each organization, and approved by City. Such amendments shall not invalidate this Agreement, nor relieve or release City or Subrecipient from their obligations under this Agreement. City may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies or available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

17. SECTION 3 REQUIREMENTS

- a. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic

opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The **Subrecipient** agrees to send to each labor organization or representative of workers with which the **Subrecipient** has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the **Subrecipient's** commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The **Subrecipient** agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The **Subrecipient** will not subcontract with any subcontractor where the **Subrecipient** has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The **Subrecipient** will certify that any vacant employment positions, including training positions, that are filled (1) after the **Subrecipient** is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the **Subrecipient's** obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance.

18. LABOR STANDARDS

If applicable, the **Subrecipient** shall comply with and cause any and all contractors and subcontractors to comply with the wage, safety, and other labor standards under the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act.

If applicable, the **Subrecipient** agrees that any contract for construction of this Project assisted with CDBG funds will contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 USC § 276a-276a-5), shall be paid to all laborers and mechanics and such contracts shall also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 USC §§ 327-332). **Subrecipient** shall comply with all laws pertaining to labor standards.

19. EQUIPMENT/SUPPLIES REQUIREMENTS

The following procedures shall apply to the management of equipment/supplies (including replacement equipment/supplies), acquired in whole or in part with CDBG funds. These procedures shall remain in full force and effect until the equipment and supplies are disposed of in accordance with paragraph 16 of this Agreement:

- a. Equipment/supplies records shall be accurately maintained and shall include a description of the equipment, a serial number or other identification numbers, the source of equipment, the name or identity of the person holding title to the equipment, the acquisition date, unit acquisition cost, percentage of CDBG funds used in the purchase of the equipment, the location, use and condition of the equipment/supplies, and any ultimate disposition data including the date of disposal and sale price of the property;
- b. A physical inventory of the equipment/supplies shall be taken and the results reconciled with the equipment records at least once every two years;
- c. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment/supplies shall be investigated and fully documented;
- d. Adequate maintenance procedures shall be implemented to keep the equipment/supplies in good condition;
- e. The purchase, rental, or lease of any electronic data processing equipment/supplies (i.e., computers, printers, networks, or internet, etc.) utilizing Grant funds must be approved by City's IT Department in advance; and,
- d. Where **Subrecipient** is authorized by City or required to sell the equipment/supplies, proper sales procedures shall be established which provide for competition to the extent practicable and result in the highest possible return.

20. DISPOSITION OF EQUIPMENT/SUPPLIES

When **Subrecipient** determines equipment/supplies purchased with the Grant funds are no longer needed for the original Project or program or for other activities currently or previously supported by CDBG funds, disposition of the equipment/supplies will be made as follows:

- b. Items of equipment/supplies with a current per-unit fair market value of less than \$200 may be retained, sold or otherwise disposed of with no further obligation to **City**;
- b. Items of equipment/supplies with a current per-unit fair market value in excess of \$200 may be retained for other uses provided that compensation is made to **City** in amount calculated by multiplying the current market value or proceeds from sales by **City's** share of CDBG funds used in the acquisition of equipment/supplies;
- c. If there is a residual inventory of unused equipment/supplies exceeding \$200 in total aggregate value upon termination or completion of the Project or program and the equipment/supplies are not needed for any other federally-sponsored Project or program, **Subrecipient** shall retain the equipment/supplies for use and compensate **City** for its share.

21. PROGRAM INCOME

- c. All income earned by **Subrecipient** from activities financed in whole or in part by funds provided hereunder must be reported to **City**. The **Subrecipient** must report its plan to utilize such Program Income to **City**.
- d. **City** will allow **Subrecipient** to retain any income resulting from the investment of CDBG funds.
- e. Accounting and disbursement of Program Income shall comply with OMB Circular A-110 (Uniform Administrative Requirement for Federal Grants) and other applicable regulations incorporated herein by reference.
- b. **Subrecipient** must receive prior written approval from **City** of its intended use of the Program Income.
- c. **Subrecipient** must submit an annual program income budget to **City**, and must submit a quarterly program income status report.
- f. Any program income not used after two years of receipt will revert back to **City**.
- g. **City** retains the right to require **Subrecipient** to turn all program income over to **City**.

22. PROJECT REQUIREMENTS

Subrecipient hereby represents, covenants and agrees as follows:

- a. To expand the eligible property in compliance with the Act, the Regulations, the commitment letter (except as otherwise specifically permitted by this agreement), and any other applicable law, regulations, and requirements (including record keeping requirements). **Subrecipient** also agree to ensure and to accept responsibility for such compliance by any other entity to which it subcontracts or makes CDBG funds available, or which it otherwise allows to participate in, the construction of the Project. The commitment letter may be amended only with the prior written approval of City, except as otherwise provided in this agreement. If prior written approval of an amendment is required by City, **Subrecipient** shall attach the proposed revision to the applicable pages of the agreement, together with a cover letter addressed as required below for notification to City and signed by the official representative of **Subrecipient**.

Subrecipient acknowledges that the use of CDBG funds subject the eligible property to extensive federal regulations and covenants and agrees that it shall comply with, conform to and obey (and take such steps as are necessary to enable City to comply with, conform to and obey) all federal statutes, regulations rules and policies applicable to the program or the Project.

- b. To maintain an up-to-date copy of its Agreement and all Project records, including all amendments approved in writing by City, in its files and have them available for audit or inspection by duly authorized representative of City or HUD.
- c. To assure that the affordability requirements of the CDBG Program are strictly adhered to and faithfully enforced.
- d. Statements made in the application and various certifications delivered to City are true and correct.

23. PROJECT COMPLETION

- a. **Subrecipient** acknowledges that City, in awarding CDBG funds to **Subrecipient** for the eligible activity, relied in material part upon the completion of the Project.
- b. In accordance with 24 CFR 570, should the Project be abandoned because of **Subrecipient's** fault or negligence, **Subrecipient** agrees to refund to City the full amount of CDBG funds expended as of the date the Project is abandoned by **Subrecipient** or deemed to be abandoned by City.

24. IMMOVABLE PROPERTY

- a. Subject to the obligations and conditions set forth herein, title to any eligible property acquired with CDBG funds shall vest in **Subrecipient**.

- b. Except as otherwise provided by federal statutes, state law or local ordinance, any eligible property acquired hereunder shall be used for the originally authorized purpose during the Period of Affordability. Subrecipient shall not dispose of or encumber its title or any interest therein during such Period.
- c. When any eligible property acquired hereunder is no longer needed for the originally authorized purpose, Subrecipient shall dispose of said property in one of the following manners:
 - 1. Retain title to said property after compensating City as provided in sub-section d of this Article or
 - 2. Sell the property and compensate City as provided in sub-section (e) of this Article, or;
 - 3. Transfer title to City or to a nonprofit entity designated by City.
- d. Should Subrecipient choose to retain title to an eligible property, the amount of compensation to City shall be computed by applying City's percentage of participation in the cost of the original purchase to the fair market value of the property.
- e. Should Subrecipient choose to sell an eligible property, the amount of compensation to City shall be computed by applying City's percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling.
- f. If the Grant is still active, the net proceeds from the sale may be offset against the original cost of the property.
- g. If Subrecipient disposes of an eligible property, and acquires replacement property under the same Project or program, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

25. CHANGE OF USE RESTRICTION

- a. Per 24 CFR Part 570.505, the standards described in this section apply to real property within the Subrecipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's Subrecipient in the entitlement CDBG program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided.
 - i. A Subrecipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the Subrecipient provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either:

(1) The new use of such property qualifies as meeting one of the national objectives in §570.208 (formerly §570.901) and is not a building for the general conduct of government; or

(2) The requirements in paragraph (b) of this section are met.

ii. If the **Subrecipient** determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (a)(1) of this section, it may retain or dispose of the property for the changed use if City's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

(c) If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in §570.504(b)(4) or (5), as applicable, shall apply to the use of funds reimbursed.

(d) Following the reimbursement of City's CDBG program by **Subrecipient** in accordance with paragraph (b) of this section, the property no longer will be subject to any CDBG requirements.

b. Upon the termination of all and several of the terms of this Agreement, the parties hereto agree to execute, deliver and record appropriate instruments of release and discharge of the terms hereof; provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of this Agreement in accordance with its terms.

26. COVENANTS TO RUN WITH THE LAND

a. **City and Subrecipient** hereby subject the eligible property under the Project to the covenants, reservations and restrictions set forth in this Agreement. **City and Subrecipient** hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land to the extent permitted by law and shall pass to and be binding upon **Subrecipient's** successors in title to the eligible property under the Project throughout the term of this Agreement. Each and every contract, deed, mortgage or other instrument hereafter executed affecting or conveying the eligible property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

b. **City and Subrecipient** hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the land in that **Subrecipient's** legal interest in the eligible property under the Project is rendered less valuable thereby. **City and Subrecipient** hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the

enjoyment and use of the eligible property under the Project by low-income individuals and families, and by furthering the public purposes for which the CDBG fund allocation was made by City to Subrecipients. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project in order to establish and carry out a common plan for the use, development and improvement of the Project site.

27. EVENTS OF DEFAULT

a. The following shall constitute Events of Default by Subrecipient:

1. Except as otherwise provided herein, the failure of Subrecipient to punctually and properly perform any material covenant or agreement contained in this Agreement or any provision of federal statute or law applicable to this Agreement, and such failure continues and remains unremedied by Subrecipient for a period of thirty (30) days after the Subrecipient receives written notice thereof from City, provided, however, if such failure cannot be remedied in such time, Subrecipient may have such additional time as City deems necessary to remedy such failure, so long as Subrecipient pursues such remedy diligently and in good faith. City shall not unreasonably withhold its consent to a longer remedial period.
2. If at any time any representation or warranty made by Subrecipient herein shall be materially incorrect and threatens the viability of the Project.

If development of the Project does not occur in accordance with the Project Implementation Timeline attached hereto and made a part hereof as Attachment "I".

b. The following shall constitute an Event of Default by City:

City fails or is unable to comply with any of the terms and conditions set forth in this Agreement, including, but not limited to, paying the Subrecipient's monthly invoice in accordance to the provisions in this Agreement, and such failure continues unremedied by City for a period of thirty (30) days after City receives written notice thereof from the Subrecipient; provided, however, that if such failure cannot be remedied in such time, City may have such additional time as Subrecipient deems necessary to remedy such failure, so long as City pursues such remedy diligently and in good faith. Subrecipient shall not unreasonably withhold its consent to a longer remedial period.

28. NOTICE OF DEFAULT

If Subrecipient breaches its contractual obligations, City may issue a Notice of Default setting forth the events of default, and requiring a written response from Subrecipient outlining the reasons for the default(s), and stating the action(s) taken to correct the default. All issues must be resolved before any further requests for reimbursements can be submitted to Subrecipient.

29. ENFORCEMENT

- a. If **Subrecipient** materially fails to comply with the terms and conditions of an award, whether stated in this Agreement, federal statute, regulation, assurance, application or notice of award, and if such default remains unremedied for a period of thirty (30) days after written notice thereof shall have been given by **City** to **Subrecipient**, then **City**, acting on its behalf shall declare an "Event of Default" to have occurred hereunder, and, at **City's** option, may take any one or more of the following actions, as appropriate in the circumstances:
1. Temporarily withhold payments pending correction of the deficiency by **Subrecipient**.
 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity not in compliance.
 3. Wholly or partly suspend or terminate the current award.
 4. Withhold further awards for the Project or program.
 5. Take other remedies that may be legally available to enforce the obligations.
- b. All fees, costs and expenses of **City** incurred in taking any action pursuant to this Section shall be the sole responsibility of **Subrecipient**.
- c. In taking an enforcement action, **City** shall provide **Subrecipient** an opportunity for hearing appeal, or other administrative proceeding to which **Subrecipient** is entitled and any statute or regulation applicable to the action involved.

30. SALE OR TRANSFER OF THE FACILITY

Subrecipient hereby covenants and agrees to utilize the property described herein only for the purpose specified in this Agreement. **Subrecipient** agrees that it shall not sell, transfer, sub-lease or to otherwise dispose of the property subject to this Project, or any portion thereof, without obtaining the prior written consent of **City**. In the case of a sale or transfer, the purchaser or transferee shall provide **City** with sufficient evidence reasonably satisfactory to **City** that: (i) said purchaser or transferee has assumed in writing and in full, and is reasonably capable of performing and complying with **Subrecipient's** duties and obligations under this Agreement, (ii) an opinion of counsel of the transferee, and that said purchaser or transferee has duly assumed the obligations of **Subrecipient** under this Agreement and that such obligations and this Agreement are binding on the said purchaser or transferee, and (iii) that has adhered to all the requirements of the use of real property and reversion of assets under the CDBG program. It is hereby expressly stipulated and agreed that any sale, transfer or other disposition of this Project in violation of this section shall be null, void and without effect, shall cause a reversion of title to **Subrecipient** and shall be ineffective to relieve **Subrecipient** of its obligations under this Agreement.

31. HEARINGS AND APPEALS

Subrecipient agrees that except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed by agreement shall be decided by **City**, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to **Subrecipient**. The decision of **City** shall be final and conclusive unless within 30 calendar days from the date of **Subrecipient's** receipt of such copy, **Subrecipient** mails or otherwise furnishes to HUD a written appeal. The decision of HUD for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this provision, **Subrecipient** shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending a final decision of a dispute hereunder, **Subrecipient** shall proceed diligently with the performance of this Agreement and in accordance with **City's** or HUD's decision.

32. VENUE

The parties hereto stipulate that the venue of any possible litigation arising under this Agreement shall be in the First Judicial District Court, Caddo Parish, Louisiana.

33. BANKRUPTCY

Subrecipient agrees that if any execution or legal process is levied upon its intent in this Agreement or if any valid liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach the Agreement in any respect, **City** shall have the right at its option to immediately cancel and terminate the Agreement.

34. THIRD PARTY BENEFICIARY

It is specifically agreed by and between the parties to this Agreement that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this Agreement. **Subrecipient** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for **Subrecipient**, to solicit or secure this Agreement. **Subrecipient** further warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for **Subrecipient**, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, **City** shall have the right to terminate this Agreement without liability.

35. CONFLICT OF INTEREST/PROHIBITED USE OF FUNDS

No member of **Subrecipient's** governing body and no other official, officer agent, immediate family member or employee of the same shall have a personal financial interest, directly or indirectly, in this Agreement; and **Subrecipient** will take appropriate steps to assure compliance herewith.

None of the funds, materials, property, or services provided or obtained directly or indirectly under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

Subrecipient covenants and agrees that it shall use the CDBG funds only to pay or reimburse eligible costs. If any of the CDBG funds are determined to have been used by **Subrecipient** for expenses other than an eligible cost, an equal amount from nonpublic funds shall become immediately due and payable to **City**, provided, however, that **Subrecipient** shall, subject to its full cooperation with **City**, be entitled to participate in any opportunity to remedy, contest or appeal such determination.

No **Subrecipient**, **Recipient**, or sponsor of a Project assisted with CDBG funds (or officer, employee, agent, immediate family member or consultant of the **Subrecipient**, **Recipient** or sponsor) whether private, for profit (including **Subrecipient**) when acting as a **Subrecipient**, **Recipient**, or sponsor, may occupy a CDBG assisted affordable housing unit in a Project. This provision shall not apply to an individual who receives CDBG funds.

36. ANTI-LOBBYING AND DISCLOSURE REQUIREMENTS

Subrecipient shall comply with the disclosure requirements and prohibitions of U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (the Byrd Amendment), and the implementing regulations at Parts 4 and 87 of this Title.

Subrecipient hereby certifies, to the best of its knowledge and belief: No federal appropriated funds have been paid or will be paid, by or on behalf of **Subrecipient**, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, Grant, or cooperative agreement. **Subrecipient** shall require that the language of this certification be included in all subcontracts involving the expenditure of federal funds.

37. DEBARMENT AND SUSPENSION

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689. "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O.12549. **Subrecipients** with Awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

38. DRUG-FREE WORKPLACE REQUIREMENTS

The Drug-Free Workplace Act of 19813 (42 U.S.C. 01) requires Grantees (including individuals) of federal agencies, as a prior condition of being awarded a Grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR Part 24, Subpart F.

39. NONDISCRIMINATION AND EQUAL OPPORTUNITY

Subrecipient shall comply with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, and 24 CFR Part 5. In addition to these requirements, use of CDBG Funds must comply with the requirement that **Subrecipient** makes known that use of the facilities and services are available to all on a nondiscriminatory basis. If the procedures that **Subrecipient** intends to use to make known the availability of such facilities and services are unlikely to reach persons with handicaps or persons of any particular race, color, religion, sex, age, national origin, familial status or disability area who may qualify for such facilities and services, **Subrecipient** must establish additional procedures that will ensure that such persons are made aware of the facilities and services, **Subrecipient** must also adopt and implement procedures designed to make available to interested persons information concerning the location of services and facilities that are accessible to person with disabilities.

40. TERMINATION FOR CAUSE

- a. **City** may, after giving at least thirty (30) days written notice, terminate this Agreement in whole or in part for cause, which may include, but shall not be limited to, the following: (a) failure, for any reason, by **Subrecipient** to fulfill in a timely and proper manner its obligations under this Agreement; (b) failure by **Subrecipient** to comply with the approved activities, and approved budget which are made a part of this Agreement; (c) failure by **Subrecipient** to comply with federal, state, or local laws or failure by **Subrecipient** to comply with the General Assurances and Other Certifications made a part hereto and designated as Attachment "II"; (d) or when sufficient funds are not available or sufficient funds are not appropriated by the City Council of the City of Shreveport during the term of this Agreement or any extension thereof.
- b. **Subrecipient** reserves the right to cancel this Agreement and terminate its obligations hereunder upon the occurrence of any Event of Default of **City** after providing written notice of the effective termination date after the 30-day right to cure.

41. TERMINATION FOR CONVENIENCE

Either party to this Agreement may terminate it at any time by giving at least thirty (30) days notice in writing to the other party in accordance with 24 CFR 85.44.

42. CLOSEOUT OF AWARD

RECIPIENT acknowledges and agrees that the following requirements shall be satisfied prior to Closeout of the award of CDBG funds to **Subrecipient** by **City**:

- a. CDBG funds awarded have either been drawn down and expended or funds not drawn down and expended have been obligated by **City**.
- b. **City** has reviewed and audited **Subrecipient** and has determined that all requirements have been met and audit findings have been resolved.

43. RULES OF INTERPRETATION

This Agreement shall be interpreted in accordance with and governed by the laws of the State of Louisiana and such federal laws and regulations as may be applicable to the enforcement of this Agreement under and CDBG Program Regulations.

44. INDEMNIFICATION

Subrecipient undertakes, agrees and does hereby indemnify, defend and hold **City**, its officers, agents, servants, employees, contractors and subcontractors, harmless from and against any and all claims, demands, losses, suits, damages, judgments, cost and expenses whether direct, indirect or consequential, and including but not limited to all fees, expenses and charges of attorneys and other professionals, and court cost and expenses, for injury, including death or personal injury and property damage, arising out of, in connection with or resulting from the performance of services under this Agreement and caused in whole or in part by any act, error, or omission of **Subrecipient**, its officers, agents, servants and employees or any subcontractor, other person or organization performing directly or indirectly with **Subrecipient** and regardless of whether or not caused in part by any party or person indemnified hereunder.

45. ASSIGNABILITY

Subrecipient shall not assign this Agreement or any interest herein and shall not transfer any interest in the same without the prior written consent of **City**.

46. MODIFICATION OF AGREEMENT

This Agreement shall not be modified, unless such modifications are mutually agreed upon, in writing and signed by both parties.

47. AMENDMENTS

City and **Subrecipient** expressly agree that this Agreement and any exhibit or attachment, may be amended only by written agreement executed by **City** and **Subrecipient**, **City's** Department of Community Development may approve adjustments between line item amounts, scope clarifications, or an extension of time and schedule that do not change the Project, or exceed the amount funded by **City**, as stated herein. . If **Subrecipient** elects to proceed without formal notice of approval from **City's** Department of Community Development, it shall do so at its own expense and relinquish any liens or legal action to be paid for this work.

48. ENTIRE AGREEMENT

All provisions of the original and amended application, including the certifications and sources and uses therein, are hereby incorporated by reference into this Agreement and the contents of the application and the certifications contained therein shall constitute a material part of this Agreement and shall be deemed to have served as the inducement to **City** to provide CDBG funds referred to herein and shall have the same effect as they would otherwise have if fully set forth herein.

This Agreement constitutes the entire agreement between **City** and **Subrecipient** with respect to the matters contained herein and supersedes all prior oral and written agreements and all subsequent oral agreements between **City** and **RECIPIENT** with respect to such matters.

49. SEVERABILITY

If any provision or item of this Agreement or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Agreement which can be given effect without the invalid provisions, items or applications and to this end the provisions of this Agreement are hereby declared severable.

50. NOTICES AND SUBMISSIONS

All notices or submission of material required or permitted under the terms of this Agreement shall be sent in writing, by Certified Mail, (Return Receipt Requested), at the address shown below, unless and until either party is otherwise notified by the other party at the following addresses:

TO CITY:

City of Shreveport
Department of Community Development
401 Texas Street (hand delivered only), Post Office Box 31109
Shreveport, LA 71130-1109
(318) 673-5900
Attn: Director

TO SUBRECIPIENT:

Southern University at Shreveport
3050 Martin Luther King Jr. Drive
Shreveport, LA 71107
(318) 670-9318
Email: jsnccd@susla.edu
Attn: Chancellor

THIS SPACE IS INTENTIONALLY LEFT BLANK

51. SCHEDULE OF ATTACHMENTS

The following attachments are appended to this Agreement and are hereto incorporated by reference:

- Attachment A: Commitment Letter & Proposal
- Attachment B: Approved Budget
- Attachment E: Monthly Performance Reporting Form
- Attachment F: Reporting, Recordkeeping, and Monitoring Requirements
- Attachment H: Certificate of Insurance
- Attachment I: Resolution of the Board of Directors
- Attachment J: General Assurances and Other Certifications
- Attachment K: M/W/DBE Participation Plan
- Attachment N: Criminal Conviction Certification
- Attachment O: Debarment and Suspension Certification
- Attachment P: Affidavit Attesting that Contractor Does Not Own Adjudicated or Lien Properties

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EXECUTING SIGNATURES

IN WITNESS THEREOF, the parties have executed this Agreement in the presence of the undersigned competent witnesses on the dates as shown below.

WITNESSES:

**SOUTHERN UNIVERSITY AT
SHREVEPORT:**

1st Witness Signature

DR. RODNEY ELLIS, CHANCELLOR

PRINT NAME: _____

DATE: _____

2nd Witness Signature

PRINT NAME: _____

WITNESSES:

CITY OF SHREVEPORT:

1st Witness Signature

ADRIAN PERKINS, MAYOR

PRINT NAME: _____

DATE: _____

2nd Witness Signature

PRINT NAME: _____

GENERAL NARRATIVE

Site Control

The Milam Street Kitchen Incubator (MS KICK) is a component of the Southern University at Shreveport Small Business and Entrepreneurship program. The facility was built in partnership between Southern University at Shreveport (SUSLA) and Southern University at Shreveport Facilities Incorporated (SUSLA SFI). Site control is intact as the facility is owned by Southern University at Shreveport and said entity will partner with its affiliates (SUSLA SFI and SUSLA CDC) to carry out the requested addition to the MS KICK facility. The facility operations are managed through the SUSLA Community Development Corporation, a non-profit affiliate of the university. SUSLA Facilities Inc has a history of capital project planning and development to support the economic and workforce development initiatives in and around the SUSLA campuses. The purpose for creating the organization was to give the university the flexibility to complete projects more efficiently without the bureaucracy of the state planning. The university gave oversight to the SUSLA CDC to collaborate in the program operations.

Commitment to Provide Operational Support

All pertinent entities will engage in the planning and implementation of the building expansion project. SUSLA's Facilities, John Mills, will collaborate with Ms. *Janice Sneed, Associate Vice Chancellor of Community and Workforce Development*, to lead the development of the project. Representation from the SUSLA SFI or CDC will serve as the fiscal agent and project developer. Collectively the team will ensure that the project meets the standards set forth by the City, HUD and the Choice Neighborhood final proposal. *Darrin Dixon, Director of Small Business Development Programs*, will be the liaison between SUSLA and the City of Shreveport. Additionally, he will assist the team in the development of the project and take responsibility for developing the programming for entrepreneurs and small businesses that will utilize the additional space at the facilities. *Monique Armand, Culinary Training Director*, will assist and supervise the day to day operations of the entrepreneurs and small businesses in the facility.

Are all Required Licenses Approved or Pending?

Louisiana Architect that was hired and used previously for the initial building is licensed. (#6505)
No additional licenses will be needed on the part of SUSLA MS KICK.

Site Address and Property Description

1210 Milam Street Shreveport, LA 71101

2.2 Acre site in downtown Shreveport with improvements including a 5000 sf Kitchen Incubator and Culinary Education Facility and all required amenities. Improvements cover approximately ¼ acre of the site, and the rest has been left for future phased improvements

Status of Zoning for the Proposed Site

C-UC (Commercial – Urban Corridor)

Is the Existing Parking Adequate?

The facility has adequate parking for the expansion as the facility has more parking spaces than needed now for the site zoning. Also, it is space left available to construct more parking if needed as the MS KICK facility further expands to accommodate the growth of the program.

GENERAL NARRATIVE

Has an Architect been Hired?

The University has retained the services of ARCHITECTURE. This company was used in the initial build out.

Did he develop the budget?

The architect has developed a budget based on the specific needs of the expansion of the facility.

Using David Bacon Wages?

The Architect will update as needed if there are federal funds used on the project and have that in the specifications.

Provide the Name of the firm and if the design work has been completed

The name of the firm that will be completing the project is ARCHITECTURE. The design work has not yet been completed fully until the funds are secured for the project. The Architect has submitted a rough draft of the blueprints for the design of the expansion to provide an example on how it could be built out.

List Outcomes, Specific Objectives, Time Frames and the Accomplishments

The building as currently configured, needs additional storage to further its mission and more conveniently accommodate everyday operations. Specific objectives are to design, get permitted, bid and construct a new approximately 800 sf addition on the rear of the building to accommodate the growing mission of the building. The design process is expected to take 4 weeks, permitting and bidding will take approximately 4 weeks, and construction will take 12-15 weeks.

Name of Project: Milam Street Kitchen Incubator and Community Kitchen Expansion

Amount Requested: \$135,500.00 Amount of Matching Funds: \$1,400,000.00

Project Description: The Milam Street Kick Incubator and Community Kitchen (MS KICK)

Project is based in the Choice Neighborhood community to give access to commercial grade kitchen equipment for residents of the Choice community that have culinary-based business to expand their capacity. In addition, the MS KICK program of Southern University Shreveport Louisiana, is experiencing exponential growth and requires additional space in the facility to accommodate the expansion. This expansion includes more space for additional kitchen stations, storage for the facility and tenants, and a mock kitchen for hands on culinary training.

Project Address: 1210 Milam Street, Shreveport, LA 71101

Legal Name of Agency: Southern University at Shreveport Address: 3050 Martin L. King Jr. Drive Shreveport, LA 71107

Contact Person: Janice Sneed Title: Associate Vice Chancellor of Academic Affairs and Workforce Development

Telephone Number: 318-670-9318 Fax Number: _____

Tax Identification year of 501c(3): _____ Tax I.D. Number: 72-6000817

*DUNS Number: 067030783 E-Mail Address: jsneed@susla.edu

Submitted by: Darrin Dixon Title: Executive Director of Entrepreneurship

I CERTIFY THAT ALL OF THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND CORRECT.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

** Duns & Bradstreet Data Universal Numbering System (DUNS): All applicants must obtain a DUNS number. Failure to provide a DUNS number will prevent you from obtaining an award. Applicants may obtain a DUNS number by calling the toll-free request line at 1-866-705-5711 between 8:00 a.m. and 6:00 p.m.*

For Internal Use:

Approved or denied _____ Awarded funds _____ Contract award date _____



Dr. Rodney A. Ellis
Chancellor

August 4, 2021



Ray L. Belton, Ph.D.
President-Chancellor
Southern University System
4th Floor, J.S. Clark Administration Building
Baton Rouge, LA 70813

RE: Approval of Agreement with Alpha Management Partner LLC and SUSLA

Dr. Belton:

Please find attached a new Housing Management Agreement for Southern University at Shreveport's Jaguar Courtyard. Jaguar Courtyard, the residential housing facility for our students, is currently managed by Rise Residential, LLC (as successor in interest to Ambling Management Company, LLC). Rise and SUSLA have mutually agreed to not renew the Rise's Management Contract for Jaguar Courtyard. Rise's management of Jaguar Courtyard will end October 31, 2021. The enclosed Housing Management Agreement is between Southern University at Shreveport (SUSLA) and Alpha Management Partners, LLC. This new agreement begins November 1, 2021 and covers a five-year term.

I respectfully ask your approval of this agreement and that of the Southern University System Board of Supervisors, if their approval is also required. Should you have questions or require additional information, please do not hesitate to contact me.

Respectfully submitted,

Rodney A. Ellis, Ed.D.
Chancellor

Approved: Dr. Ray L. Belton, President/Chancellor Date:

Disapproved: Dr. Ray L. Belton, President/Chancellor Date:

RAE/lw

Attachment

3050 MARTIN LUTHER KING, JR. DRIVE • SHREVEPORT, LOUISIANA 71107
PHONE: (318) 670-9312 • FAX (318) 670-6374
TOLL FREE: 1-800-458-1472, EXT 6312
www.SUSLA.edu

"Southern University at Shreveport does not discriminate on the basis of race, color, age, national origin, gender, disability or any other protected class in its programs and activities". The following person(s) has been designated to handle inquiries regarding the non-discrimination policies: Title IX Coordinator: Dr. Tuesday Mahoney, College Success Ctr. (318) 670-9201, Section 504 Coordinator: Jerushka Ellis, Behavioral Science, (318) 670-9367

PROPERTY MANAGEMENT AGREEMENT

THIS AGREEMENT (this "Agreement"), made as of _____, 2021, is by and between SOUTHERN UNIVERSITY AT SHREVEPORT, with an address at 3050 Martin Luther King Jr. Drive, Shreveport, LA 71107 ("Owner"), and Alpha Management Partners, LLC, a Louisiana limited liability company, with an address at 2851 Johnston Street, Suite 328 Lafayette, Louisiana 70503 ("Manager").

BACKGROUND

A. Owner is the owner of certain real property and improvements in Shreveport, Louisiana known as Jaguar Courtyard, and having a street address at 3052 Dr Martin Luther King Dr, Shreveport, LA 71107 containing certain residential, parking and related improvements (which, together with all tangible and intangible personal property owned by Owner located on or in or used in connection with or pertaining to such real property and improvements, shall hereinafter be referred to as the "Property"), which consists of 120 units and 240 beds.

B. Owner desires to engage Manager to serve as Owner's sole and exclusive manager for the Property, with the responsibility for the management, operation, maintenance, leasing and other duties as herein specified for the Property, and Manager desires to accept such engagement, all subject to, and in accordance with, the terms, covenants, conditions, and provisions hereinafter set forth; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Owner and Manager hereby agree as follows:

ARTICLE I DEFINITIONS

As used herein, the following terms have the meanings set forth below:

"Affiliate" shall mean, with respect to any Person (hereinafter defined), any other Person which (a) directly or indirectly owns or "Controls" (hereinafter defined), is owned Controlled by, or is under common ownership or Control with, the Person in question, or (b) is an officer, director, member, general partner or trustee of (i) the Person in question, (ii) a general partner, manager or director in the Person in question, or (iii) any other Person described in clause (a) above with respect to the Person in question.

"Annual Operating Budget" is defined in Section 7.3(b).

"Approved Bank" shall mean a national or regional bank approved by Owner.

"Budget Increase Limit" is defined in Section 4.1.

"Control" shall mean the direct or indirect power to direct the management and policies of a Person and shall not be deemed affected by the right of one or more partners,

members, or shareholders to approve certain matters including, without limitation, the sale or financing of such Person's property.

"Diligent Efforts" is defined in Section 11.8.

"Emergency Situation" is defined in Section 4.1.

"Fiscal Year" shall mean the fiscal year of Owner from time to time.

"Governmental Requirements" is defined in Section 4.4.

"Gross Income" is defined in Section 8.1.

"Lease" is defined in Section 3.2(b).

"Licenses" shall mean all certificates of occupancy, licenses, authorizations, approvals, and permits issued by any federal, state, county, or municipal authority having jurisdiction relating to the ownership, operation, or maintenance of the Property.

"Management Fee" is defined in Section 8.1.

"Manager" is defined in the Preamble to this Agreement.

"Mortgage" shall mean any mortgage or deed of trust with respect to any Property which has been provided to Manager by Owner.

"Notice" is defined in Section 11.5.

"Non-discretionary Expenses" is defined in Section 7.3(b).

"On-Site Manager" shall mean the senior employee of the Manager whose sole responsibility is to oversee the day to day operations of the Property.

"Owner" is defined in the Preamble to this Agreement.

"Owner's Account" is defined in Section 6.1(a).

"Person" shall mean an individual, partnership, limited liability company, corporation, trust, unincorporated association, or any other legal entity.

"Policies and Procedures Manual" is defined in Section 3.3 hereof.

"Premises Statement" means a statement or invoice for services rendered or materials provided under any contract or purchase order made in accordance with the terms hereof (i) which Manager has identified to a specific line item in the Annual Budget and (ii) with respect to which Manager is willing to certify to Owner that the services or materials to be provided have been provided in accordance with such Contract or purchase order.

"Property" is defined in the Recitals.

"Proposed Operating Budget" is defined in Section 7.3(a).

"Rent" is defined in Section 3.1(b).

"Security Deposit Account" is defined in Section 3.2(c).

"Service Contracts" shall mean all agreements now or hereafter in force and effect which provide for the supply of utilities and other services, maintenance, repair, advertising, or promotion with respect to the Property, including without limitation, cable television, internet, landscaping, snow and ice removal, security, and trash removal.

"Tenant Leases" is defined in Section 3.1(a).

"Tenants" is defined in Section 3.1(a).

"Term" shall mean the initial term of this Agreement as set forth in Section 10.2, and any extensions or renewals thereof.

"Transfer" is defined in Section 11.1.

ARTICLE II
APPOINTMENT AND ENGAGEMENT OF MANAGER;
GENERAL DUTIES AND STANDARDS~~ERROR! BOOKMARK NOT DEFINED.~~

2.1 Appointment and Engagement. Subject to the terms, covenants, conditions, and provisions hereinafter set forth, Owner hereby appoints and engages Manager as its sole and exclusive manager for the Property with the sole and exclusive authority as manager of the Property to observe and perform the services and obligations herein provided with regard to the management, operation, maintenance, leasing and other specified dealings involving the Property, and Manager hereby accepts such appointment and engagement. Manager shall have no right or authority, express or implied, to commit or otherwise obligate Owner in any manner whatsoever, except and to the extent provided herein or to the extent necessary to carry out the specific authority given to Manager hereunder, and Manager shall not hold itself out as having either the authority or the responsibility to act on behalf of Owner in any manner which is beyond the scope of this Agreement. Owner and Manager confirm and agree that all prior management agreements between Owner and Manager or Owner's predecessor-in-interest and Manager relating to any or all of the Property have been, or hereby are, terminated effective on or prior to the commencement date of the Term, and that this Agreement represents the only agreement between the Owner and Manager with respect to the Property. Manager hereby represents and warrants that it has no rights or claims with respect to the Property other than as set forth herein.

2.2 General Duties. Manager shall perform its duties hereunder in a diligent manner employing Diligent Efforts, consistent with management practices for similar student housing complexes containing residential apartments in the area in which the Property is located. Manager, on behalf of Owner, shall implement, or cause to be implemented, the decisions of Owner and shall conduct the ordinary and usual business affairs of Owner as provided in this Agreement unless the same violates any law, regulation, rule, or court order.

2.3 Status of Parties. In the performance of its services hereunder, Manager shall be and act as an independent contractor. However, where Manager is either expressly permitted herein or as otherwise expressly authorized in writing by Owner to contract on behalf of Owner with a third party, Manager shall do so as an agent of Owner and shall represent the same to any such third party. Nothing in this Agreement, or in the relationship between Owner and Manager, shall be deemed to constitute a partnership, joint venture, or any other similar relationship.

2.4 Continuing Standards. Manager shall, in addition to its obligations pursuant to Section 7.2, and in keeping with the authority granted to Manager herein, keep Owner informed in a timely manner, regarding material matters relating to the Property.

ARTICLE III SPECIFIC DUTIES AND RIGHTS

3.1 Actions Authorized with Respect to Leases.

(a) Unless instructed in writing otherwise by Owner, Manager shall perform or cause to be performed all duties of Owner under leases, licenses or other occupancy agreements currently in effect or hereafter authorized by Owner (referred to individually as a "Tenant Lease" and collectively as the "Tenant Leases") between Owner (and any Affiliate of or predecessor-in-interest to Owner), as landlord, and any tenant, licensee, concessionaire or other occupant, including, without limitation, a temporary tenant (referred to individually as a "Tenant" and collectively as the "Tenants"), with respect to the Property. Manager shall use Diligent Efforts to secure and enforce the compliance of each Tenant with all of the terms, covenants, and conditions of the applicable Tenant Lease. Without limiting the generality of the foregoing, Manager shall supervise the Tenant move-ins and move-outs in accordance with the provisions of the applicable Tenant Lease and the Policies and Procedures Manual.

(b) Owner hereby authorizes Manager, as appropriate, to request or demand that Tenants pay Rent (either orally or in writing).

3.2 Leasing and Management Services.

(a) Manager shall use Diligent Efforts to (1) pre-lease the residential units and (2) lease the retail units, if applicable, both within the Property pursuant to the marketing plan contained, and upon the terms and conditions set forth, in Schedule 3.3(A1) hereto. Manager shall not enter into any Tenant Lease that materially differs from the market terms and rental rates previously approved by Owner without the prior written approval of Owner.

(b) Manager shall prepare all required documentation for any lease transaction, including, without limitation, new Tenant Leases, renewals, extensions, relocations, expansions, amendments, assignments, and terminations through final execution. Manager intends to use the standard form of lease for the residential units of the Property (as modified to conform to state law or otherwise), which standard form has been approved by Owner and is attached hereto as Schedule 3.3(A2) (the "Lease").

(c) All security deposits tendered under any Tenant Leases shall be deposited in an account at an Approved Bank (the "Security Deposit Account") and maintained, applied and/or returned to Tenants strictly in accordance with the provisions of the applicable Tenant Leases and all Governmental Requirements that pertain thereto. The Security Deposit Account shall be entitled "SUSLA Jaguar Courtyard Tenant Security Deposit Account" using the Owner's employer identification number. The Security Deposit Account shall have as authorized signatories employees or other designees of Manager. Prior to opening the Security Deposit Account, Manager shall notify Owner, in writing, of the names of the Manager's signatories on such account. Manager agrees that upon termination of this Agreement, Owner shall have the right to remove any employee or other Person designated by Manager as a signatory on the Security Deposit Account. Funds in the Security Deposit Account shall not be commingled with any funds of Manager or any other funds of Owner's, Manager's, or Owner's other properties or of any Affiliates of Owner or Manager.

3.3 Operating Manuals. Manager shall operate the Property in accordance with its standard policies and procedures manual (collectively, the "Policies and Procedures Manual"), which sets forth policies and procedures for pre-leasing and leasing, dealing with prospective tenants and Tenants and dealing with Tenant complaints, emergency response policies, including but not limited to emergency evacuation, hazardous materials response, hostage situations, natural disasters, utility equipment failures, medical emergencies, crowd control, crime reports and employee training and supervision. Manager shall also utilize a facilities and maintenance manual which outlines contractor's qualifications process, vendor insurance requirements, property emergency practices, loss prevention, property inspection process, personal property inventory, maintenance shop tools and equipment standards, unit cleaning and pest control check list.

3.4 Access to the Property by Owner. Owner and its duly appointed agents and representatives shall have access to the Property at all times for the purpose of inspecting the same and for any other purposes. Owner shall also have the right to periodically contact the On-Site Manager, but agrees not to issue any direction or instruction with regard to the management of the Property without issuing prior or simultaneous notice to Manager.

3.5 Personnel. Subject to the Annual Operating Budget, Manager shall cause to be hired, paid, and supervised, as employees of Manager, all on-site personnel which Manager reasonably deems necessary to maintain and operate the Property, including, but not limited to, any On-Site Manager and such other on-site personnel. Subject to prior written approval of Owner, any employee, with the exception of the On-Site Manager, may simultaneously be assigned to other properties managed by Manager, provided that such practice does not adversely affect the ownership, management, leasing, operation, or condition of the Property in any material respect. In such cases, Manager will allocate the costs of such employees to the Property based on the amount of time committed to the Property. Such proposed allocation shall be subject to written approval of Owner, and shall be included in the Annual Operating Budget. All such employees shall be hired, paid, and supervised by Manager, the cost of which (including salary, bonuses, paid time off, payroll taxes, insurance, worker's compensation, training, and other benefits and payroll burdens) shall be reimbursed by Owner to the extent contained in the Annual Operating Budget or as otherwise set forth in this Agreement or approved in writing by Owner. Notwithstanding anything to the contrary in this Agreement, Manager shall use due care in the selection, supervision, retention, and discharge, as necessary, of personnel or independent contractors employed in the operation and maintenance of the

Property, and of each person in the general employ of Manager to whom said duties are delegated. Irrespective of the foregoing, Manager shall not select, retain, or discharge the On-Site Manager without prior written approval of Owner. At all times, Manager shall employ, or actively seek to employ, at least one individual who holds those licenses required by law in the operations, regular maintenance and ordinary repair of the Property's HVAC and pool systems. Any person employed by Manager shall be deemed an independent contractor or employee of Manager and not an independent contractor, employee, or agent of Owner. Manager shall comply with all local, state, and federal labor and tax laws and regulations, including, without limitation, worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related subjects. Manager shall file all local, state, and federal labor payroll tax reports and other similar reports, and shall timely make payments of all withholding and other payroll taxes with respect to such persons. At Manager's sole cost, Manager shall also be required to train and supervise all on-site personnel in the operation, maintenance, and leasing of the Property, as may be applicable, including, without limitation, training and supervision on the Policies and Procedures Manual and compliance with the provisions of this Agreement.

3.6 Employee Records. Manager shall keep adequate payroll records bearing titles and job descriptions, which payroll records shall be available for inspection by Owner or its authorized representatives, and Manager shall deliver copies thereof to Owner upon request. In selecting and hiring, promoting and/or dismissing employees, Manager shall comply with all laws and regulations relating to equal opportunity employment.

3.7 Cleaning and Repairs. Subject to the limits of the Annual Operating Budget, Manager shall keep the Property in a clean and sightly condition, recommend and make all repairs and changes approved by Owner, arrange for all decorating, and purchase all supplies, necessary for the proper operation of the Property or the fulfillment of Owner's obligations under any Property Document or the compliance with all Governmental Requirements.

3.8 Insurance Losses. Manager shall promptly, upon obtaining knowledge thereof, notify Owner of any personal injury (including death) or property damage occurring to or claimed by any Tenant or third party against Manager, Manager's personnel, or Owner on or with respect to the Property, of any fire or other casualty causing damage to the Property or of any other claims made against Owner, Manager, or any Manager personnel with respect to the Property. Manager shall promptly forward to the carrier, with copies to Owner, any summons, subpoena, or other like legal document served upon Manager relating to actual or alleged potential liability of Owner or Manager with respect to the Property, and Manager shall give such notification within the time period required in any applicable insurance policy. In the case of any fire or other casualty causing material damage to any Property, Manager shall also upon obtaining knowledge thereof promptly give notice thereof to Owner's designated casualty insurance carrier. Manager shall cooperate, and at Owner's sole cost and expense, shall cause its employees to cooperate, in instituting, filing and pursuing any insurance claim, including, without limitation, providing the agents and representatives of each insurance carrier with reasonable access to the Property, making any Manager's employees reasonably available to such agents and representatives and providing such agents and representatives with copies of all documents of books and records related to such claim.

3.9 Real Estate and Property Taxes. Manager shall review and keep Owner advised in writing with respect to increases in real estate and property tax assessments relating to the Property

and assist Owner to try to reduce such assessments and taxes. Manager may, upon receiving Owner's prior written approval, engage outside property tax consultants and attorneys, for the benefit of and at the sole cost and expense of Owner, to assist Manager in connection with such tax and assessment matters.

3.10 Rebates and Discounts. Manager shall use Diligent Efforts to obtain for the benefit of Owner all wholesale or bulk purchase discounts and rebates made available to Manager for all services, products, insurances, and supplies used, ordered, obtained, or consumed by Manager in connection with the operation, maintenance, leasing and management of the Property.

3.11 Property Management Offices. Owner shall provide Manager with space at the Property to establish an on-site property management office, and, subject to the provisions of this Agreement, the cost of staffing and maintaining such office shall be reimbursed by Owner as set forth in the Annual Operating Budget.

ARTICLE IV OPERATION AND MAINTENANCE

4.1 Maintenance. Manager shall maintain the Property in accordance with and subject to the provisions of this Agreement, the Annual Operating Budget, the Policies and Procedures Manual and Tenant Leases. Subject to the applicable provisions of this Agreement, maintenance shall include, but shall not be limited to: (i) cleaning of areas used in common by Tenants and routine maintenance of plumbing, carpentry, roof, parking areas, HVAC and electrical and other mechanical systems; (ii) completing preventative maintenance; (iii) contracting by Manager on behalf of the Owner with qualified independent contractors for the maintenance and repair of heating and air conditions systems, and for other extraordinary repairs beyond the capability of regular maintenance employees; (iv) systematic and prompt receipt and investigation of all service requests from Tenants, taking prompt action thereon as may be justified in Manager's reasonable determination and keeping complete records of the same; (v) prompt reporting in writing of all complaints to the Owner after investigation and (vi) to the greatest extent reasonably feasible, all maintenance and repairs of and to the Property will be handled using the services of the on-site maintenance employees. Unless other payment arrangements, mutually agreed upon, are employed, Manager shall pay on behalf of Owner the expenses incurred in connection with the maintenance of the Property in accordance with the Annual Operating Budget, the Budget Increase Limit, and the terms of this Agreement by applying the funds deposited in the Owner's Account. Unless specifically authorized in advance by Owner in writing, Manager shall not make any expenditure that is not authorized under Annual Operating Budget, which would cause the total Annual Operating Budget of the Property to be exceeded by 3% (in the aggregate) in any fiscal year; provided, however, that if Manager, in its reasonable business judgment, concludes that emergency repairs or replacements are immediately necessary for the preservation of any portion of the Property or safety of persons or are required to avoid the suspension of any necessary service in the Property or to prevent a material default of Owner under the Tenant Leases (individually, or collectively, an "Emergency Situation"), and Manager, after using Diligent Efforts, is unable to consult with Owner prior to taking any action in such Emergency Situation, then Manager may take said action without the prior approval of Owner and the limitations on expenditures set forth above shall not apply to such action. Manager shall be under no duty to attempt to consult with, or to receive the prior approval of Owner, however, if, in Manager's reasonable business judgment, the Emergency Situation requires an immediate response. If Manager takes such action by reason of an Emergency

Situation, Manager shall notify Owner orally or in writing as quickly as possible after taking such action and shall specify in reasonable detail the reason for taking such action and the cost thereof. The Manager's right to exceed the Annual Operating Budget as expressly set forth in this Section 4.1, is referred to herein as the "Budget Increase Limit."

4.2 Utilities, Services and Equipment. Subject to Section 4.3, Manager shall, , enter into or renew Service Contracts to provide the following services (to the extent the same are utilized at the Property) to the Property in accordance with the Annual Operating Budget: electricity, gas, steam, landscaping, gardening, telephone, television, internet, fuel, oil, maintenance, cleaning, painting, vermin extermination, laundry equipment, refuse and snow removal and such other services as are required in order to maintain and operate the Property consistent with similar student housing apartment complexes in the area in which the Property is located. Manager shall use all Diligent Efforts to ensure that all terms of any Service Contract shall be consistent with market practices and pricing. Manager shall also purchase or lease for the benefit of Owner all supplies and equipment which Manager shall deem reasonably necessary to maintain and operate the Property, subject in each case to the Annual Operating Budget and the Budget Increase Limit. Manager shall deliver to Owner a true, correct, complete and executed copy, including any exhibits and schedules, of each such Service Contract within three (3) days of execution.

4.3 Approval of Contracts and Other Agreements. Subject to Section 4.2, Manager may enter into Service Contracts or other similar agreements without Owner's consent, provided that each such agreement (a) (i) is routinely required for the management, operation or maintenance of the Property and/or relates to the provision of utility, maintenance or other services to Tenants, (ii) is terminable on not more than thirty (30) days notice by Owner without penalty or additional payments (except waste management and elevator contracts), (iii) would not cause the Annual Operating Budget to be exceeded, subject to the Budget Increase Limit, and (iv) if said contract exceeds Fifteen Thousand Dollars (\$15,000.00), is only entered into if it is the lowest bid of three competitive bids solicited by Manager or has otherwise been approved by Owner, or (b) is made necessary by an Emergency Situation. Manager shall not enter into any other Service Contract without Owner's prior written approval.

4.4 Compliance with Governmental Orders. Manager, at Owner's sole cost and expense, shall use Diligent Efforts to cause the Property to be in compliance with any and all laws, ordinances, codes, rules, regulations and orders applicable to the Property promulgated by any federal, state, county or municipal authority having jurisdiction and the orders of the board of fire underwriters or other similar body having jurisdiction (collectively, "Governmental Requirements"), which shall necessarily include Manager's Diligent Efforts to enforce such compliance by Tenants as may be required under their Tenant Lease, provided that, unless specifically authorized in advance by Owner in writing, Manager shall not incur any expenditure for such compliance which would cause the Annual Operating Budget to be exceeded, subject to the Budget Increase Limit, except if, in Manager's reasonable business judgment, such compliance is required by an Emergency Situation in accordance with Section 4.1 hereof.

4.5 Signs. Manager, at Owner's sole cost and expense, shall place and remove, or cause to be placed and removed, such signs on the Property as Manager in the exercise of its reasonable business judgment deems appropriate, subject to Governmental Requirements. Notwithstanding the foregoing, upon Owner's written request, Manager shall place or remove any signs which Owner

requests be placed or removed from the Property, subject to all Governmental Requirements. Manager shall have the right, at its sole cost and expense, to place its signs on the Property identifying Manager as the management company for the Property in Owner-approved locations. Upon termination of this Agreement, Manager shall, at Manager's sole cost and expense and within not more than three (3) days of such termination, remove all signage identifying Manager as the Property Manager and restore or replace any damage to the Property caused by such removal.

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.1 Owner's Representations and Warranties. Owner hereby represents and warrants to Manager that the following are true, correct, and complete as of the date hereof:

(a) Owner has the power and authority to execute and deliver this Agreement and to perform its obligations arising hereunder with respect to the Property.

(b) This Agreement constitutes the legal, valid, and binding obligation of Owner, enforceable in accordance with its terms, subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors' rights generally and except as may be limited by general equitable principles.

5.2 Manager's Representations and Warranties. Manager hereby represents and warrants to Owner that the following are true, correct, and complete as of the date hereof:

(a) Manager has the power and authority to execute and deliver this Agreement and to perform its obligations arising hereunder with respect to the Property.

(b) This Agreement constitutes the legal, valid, and binding obligation of Manager, enforceable in accordance with its terms subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors' rights generally and except as may be limited by general equitable principles.

(c) Manager is qualified to do business in the state where the Property is located, is in good standing in its state of domicile and in the where the Property is located, and has obtained all licenses required for the provision of its services and the performance of its obligations hereunder.

ARTICLE VI DEPOSIT OF COLLECTIONS AND PAYMENT OF EXPENSES

6.1 Deposit of Collections.

(a) Manager shall maintain a separate bank account for the Property (the "Owner's Account") in an Approved Bank. The Owner's Account shall be entitled "SUSLA Jaguar Courtyard Operating Account" using the Owner's EIN. The Owner's Account shall have as authorized signatories at least one signatory that is an employee or other designee of Manager and at least two other Persons as Owner may designate. Prior to opening the Owner's Account, Manager shall notify Owner, in writing, of the names of the Manager's signatories on such account.

Manager agrees that upon termination of this Agreement, Owner shall have the right to remove any employee or other Person designated by Manager as a signatory on the Owner's Account. Funds of Owner shall not be commingled with any funds of Manager, Owner, Manager or Owner's other properties or of any Affiliates of Owner or Manager. All monies collected by Manager from the operation of the Property shall be deposited by Manager promptly in the Owner's Account. Manager shall have no liability for the loss, the diminution in value, the nonperformance, or the under-performance of any monies invested pursuant to the requirements of this Section 6.1.

Note/FYI: SUSLA will collect rent/lease money from the students and provide funding to the Management company based upon an agreed upon budget and/or any other mutually agreed upon expense.

(b) Manager shall deposit in the Owner's Account all funds of Owner collected or otherwise received by Manager on behalf of Owner, including, without limitation, all Rent and other sums for operating, maintaining, repairing, and providing services to the Property, which become due from Tenants. Manager shall act in a fiduciary capacity with respect to the cash and cash equivalent assets of Owner which are within the custody or control of Manager. Manager shall use the funds deposited in the Owner's Account to pay all expenses of the Property in accordance with the Annual Operating Budget and the Budget Increase Limit and the terms of this Agreement. At least quarterly commencing April 1, 2022, or more frequently as requested by Owner, Manager shall disburse to Owner, any funds in the Owner's Account in excess of the amounts necessary to pay foregoing expenses plus the reserve contained within the Annual Operating Budget. If Manager determines that there will not be sufficient funds in the Owner's Account to cover the anticipated expenses for the Property (including the Management Fee), Manager shall, within two (2) days, notify Owner in writing of the amount of such additional funds required and the purpose(s) for which such funds shall be required. If such anticipated expenses are consistent with the Annual Operating Budget and the Budget Increase Limit, Owner shall, within thirty (30) days of receipt of such notice, deposit into the Owner's Account an amount sufficient to pay such anticipated expenses or shall instruct Manager not to pay such expenses, in which latter event, Owner will indemnify, defend and hold Manager harmless from and against any and all costs, expenses, damages and liabilities arising out of such non-payment. Nothing herein shall require Manager to advance its own funds to pay expenses of Owner in connection with the Property.

6.2 Authorized Expenditures at Property. Manager shall review all bills for goods and services received by Manager in connection with the operation, maintenance, leasing and management of the Property. Manager's review of such expenditures shall take place in a timely fashion. To the extent authorized by the Annual Operating Budget, and subject to Owner's right at any time to instruct Manager not to pay any bill otherwise payable hereunder, Manager shall pay from Owner's Account in accordance with Section 6.1 to the extent available, in a timely manner so that late charges are not incurred or default notices issued, all expenses of Owner or Manager incurred in connection with the operation of the Property including, without limitation, the following expenses in connection with the Property to the extent authorized in the Annual Operating Budget (subject to the Budget Increase Limit) or that are otherwise expressly authorized in writing by Owner or this Agreement:

(a) all amounts of principal and interest due on any Mortgage and/or ground lease rents;

- (b) real estate and personal property taxes and assessments with respect to the Property;
- (c) insurance premiums due in connection with insurance policies required to be maintained by Owner;
- (d) utilities, water, and sewer charges;
- (e) assessments of every nature;
- (f) License fees;
- (g) any expenses to correct any violation of or to comply with Governmental Requirements or the Tenant Leases;
- (h) actual and reasonable expenses incurred by Manager in connection with any and all maintenance, repairs, replacements, decorations, and alterations made by Manager in accordance with the provisions of this Agreement;
- (i) amounts due and payable to service providers pursuant to the terms of any and all Service Contracts or other agreements and equipment leases entered into in accordance with the provisions of Section 4.2 or Section 4.3;
- (j) capital expenditures;
- (k) the cost of printed checks for each bank account required by Owner;
- (l) actual and reasonable expenses incurred in connection with any marketing and advertising;
- (m) the cost of all supplies and equipment required for use at the Property;
- (n) expenses incurred in connection with record retention services for the documentation and/or files with respect to the Property;
- (o) third party expenses incurred in connection with an Emergency Situation;
- (p) the cost of salary and wages, payroll taxes, insurance, vacation pay, workers compensation, pension benefits and any other benefits of all personnel employed by Manager and directly engaged in the management of the Property up to the level of onsite manager and his or her support personnel (but expressly excluding home office expenses, including, without limitation, salary and wages, payroll taxes, insurance, pension benefits and any other benefits of the Manager's regional and home office employees and executive officers);
- (q) all reasonable and necessary office supplies for the Property, all as provided in the Annual Operating Budget;
- (r) sums payable to Manager hereunder, including the Management Fee and reimbursements payable pursuant to the provisions of Section 6.4 and Article VIII; and

(s) all other expenses in respect of the Property properly incurred in accordance with the terms hereof, it being understood that expenses duly and validly incurred by Manager in connection with the operation and management of the Property in accordance with the terms of this Agreement shall be considered authorized expenses.

6.3 Manager's Expenses at the Property. The following expenses or costs incurred by or on behalf of Manager shall be the sole cost and expense of Manager and shall not be paid from the Owner's Account or otherwise reimbursable by Owner, unless contained in the Annual Operating Budget or otherwise expressly approved by Owner:

(a) home office expenses incurred by Manager whether or not attributable to the maintenance, operation, management and leasing the Property;

(b) gross salary and wages, payroll taxes, insurance, pension benefits and any other benefits of all of the executive officers or home office employees of Manager;

(c) insurance required to be carried by Manager as provided in Section 9.4 hereof; and

(d) the cost of performing property accounting, cash management, collection (accounts receivable) and producing financial reports, including the cost and expense of the reports prepared and delivered by Manager to Owner in accordance with Section 7.2 and Exhibit A hereto and the Annual Operating Budget prepared and delivered by Manager to Owner in accordance with Section 7.3 hereto; provided, however, that notwithstanding the foregoing, Property specific software costs shall be borne by Owner, as outlined in the Annual Operating Budget.

6.4 Reimbursement for Expenses at Property. If Manager shall incur any expense or advance its own funds voluntarily, for an amount not to exceed \$5,000, for Owner's benefit for the performance of any obligation or payment of any expense authorized pursuant to Section 6.2, Owner shall, upon notice from Manager, promptly reimburse Manager therefor, without interest. Notwithstanding the foregoing, nothing herein shall be construed as requiring Manager at any time to advance its own funds or to make any expenditure not authorized hereunder.

ARTICLE VII FINANCIAL RECORDS AND REPORTS

7.1 Inspection and Audit of Records.

(a) Manager shall maintain at the Manager's office at the Property or at its corporate office: (i) the original Lease (electronic form shall be sufficient) and files for each Tenant, (ii) the Service Contracts, (iii) complete and accurate books and records for the Property. Such books and records shall always be maintained for each Fiscal Year in accordance with sound accounting practices. At reasonable times and upon two (2) business days notice to Manager and at Owner's expense, Owner and its accountants and authorized representatives shall have the right to examine, copy, inspect and audit all books, files, contracts, documents, agreements, and records for the Property. Owner and its accountants and authorized representatives also shall have the right to conduct, at Owner's expense, an audit of all books, files, contracts, documents, agreements, and records for the Property for any Fiscal Year at any time and for any period during normal

business hours and upon reasonable advance notice to Manager. If an audit performed in accordance with the provisions of this Section 7.1(a) by an independent certified public accountant or firm of certified public accountants discloses an overpayment or underpayment of the Management Fee, reimbursements, or other payments hereunder, Manager or Owner shall promptly pay to the other party the amount of such overpayment or underpayment, as the case may be.

(b) The books and records described in Section 7.1(a) shall belong to Owner and shall be maintained by Manager on behalf of Owner for three (3) years or such longer period as may be required by law. Upon the earlier to occur of the expiration of said three (3) year period, termination of this Agreement or at Owner's request, Manager shall turn over such books and records to Owner, or upon Owner's instruction, destroy them.

7.2 Periodic Reports. Manager shall prepare and deliver to Owner, at Manager's sole cost and expense, such periodic reports as to the operation, maintenance, leasing and management of the Property as are set forth on Exhibit A hereto. Manager shall also prepare and forward to Owner such other reports and information as Owner reasonably requests from time to time subject to additional compensation if the provision of such other reports and information entails significant additional time or cost to Manager. To the extent that Manager proposes to use a third-party accounting service for the preparation of the Annual Operating Budget and/or any periodic reports, then such third party provider, and the terms and conditions of its engagement, shall be subject to the prior written approval of Owner.

7.3 Annual Operating Budget.

(a) On or before April 15th of each subsequent year, Manager shall prepare and submit to Owner, at Manager's sole cost and expense, for Owner's approval a Proposed Operating Budget for the next succeeding academic year. The Proposed Operating Budget shall include a reasonable amount for reserves and contingencies, shall otherwise be in the form attached as Schedule 7.3 or as otherwise approved by Owner and shall establish a "Pro Forma Net Operating Income" for the Property.

(b) Owner reserves the right to request, without limitation, any information it deems necessary to evaluate the Proposed Operating Budget. Manager and Owner shall meet, at a mutually convenient location or telephonically, within twenty (20) days following the receipt by Owner of the Proposed Operating Budget to discuss and, to the extent required, revise such Proposed Operating Budget. Manager and Owner shall use their Diligent Efforts to complete all revisions to the Proposed Operating Budget within twenty (20) days following their meeting so as to finalize the Annual Operating Budget (as defined below) no later than June 1st of each year. The Proposed Operating Budget as approved by Owner, as the same may be amended from time to time in accordance with the terms hereof, is herein referred to as the "Annual Operating Budget." If all or any portion of the Proposed Operating Budget is disapproved by Owner, then the prior Annual Operating Budget or the portion thereof relating to the portion of the Proposed Operating Budget disapproved by Owner shall be deemed to constitute the Annual Operating Budget or portion thereof for the relevant year until such time as the current Proposed Operating Budget or portion thereof is approved by Owner; provided, applicable line item of whatever additional amount is necessary to cover actual increases in expenses resulting from substantial increases in

occupancy. For the purposes of this Agreement, "Non-discretionary Expenses" shall include, without limitation, expenditures for required debt service and ground lease payments, taxes, utilities, obligations imposed by governmental authorities, insurance and contractual obligations incurred under contracts executed in a preceding period (collectively, the "Nondiscretionary Expenses").

(c) Manager and Owner shall meet (i) at least quarterly, or more frequently as requested by Owner, to discuss, without limitation, the Property and variances from, and proposed revisions and updates to, the Annual Operating Budget and (ii) periodically on Owner's request, but not less frequently than semi-annually, to review the operation of the Property, including, without limitation, the leasing status of the Property, and variances, proposed revisions and updates to the Annual Operating Budget. Such meetings shall take place, at Owner's election, either telephonically, at Manager's principal place of business or at the Property. Manager shall make itself and its employees, available by telephone as requested by Owner to discuss the operation of the Property.

(d) Except as otherwise instructed by Owner, Manager shall comply with each Annual Operating Budget in the performance of its duties hereunder and, except as expressly provided herein (including, without limitation, the Budget Increase Limit), may not deviate from the Annual Operating Budget without the prior written consent of Owner. Subject to the provisions hereof, Manager shall cooperate with and give reasonable assistance to any independent certified public accountant or other financial consultant of any Owner or of any partner of Owner.

ARTICLE VIII COMPENSATION OF MANAGER

8.1 Management Fee.

Unless Owner and Manager otherwise expressly agree to the contrary in writing, Manager shall be entitled to receive out of the Owner's Account, as compensation for the services rendered by Manager pursuant to this Agreement (1) from September 1, 2021 through October 31, 2021, a consultant start-up fee of Fifteen Thousand Dollars (\$15,000) with the full payment paid within 2 weeks of contract execution, and (2) from November 1, 2021 through June 30, 2022, an amount payable monthly equal to five percent (5.00%) of Gross Income actually collected by the Manager derived from the Property (the "Variable Fee") or \$7,000.00 per month (the "Fixed Fee"), whichever is greater (the "Management Fee").

For purposes of this Agreement, "Gross Income" shall mean all Rent collected in connection with the Property, less and excluding, however, the following:

- (a) the cost of all Tenant concessions and/or incentives;
- (b) security deposits, unless and not until such deposits are applied as rental income, after deducting therefrom the costs of collecting and/or applying such security deposit as rental income, including legal fees, but excluding any security deposits applied to cure any default by a tenant, including the repair of any damage to the Property caused by a Tenant;

(c) reimbursements, settlements, awards, fees, interest, adjustments, and other amounts from Tenants that are not derived from basic rent or additional rent under Tenant Leases;

(d) amounts collected from any Tenant to cure a default by such tenant under such Tenant's Tenant Lease, including the repair of any damage to the Property caused by such tenant;

(e) cleaning, damage, or lost key deposits;

(f) interest on bank accounts for the operation of the Property;

(g) proceeds from the sale or refinancing of the Property;

(h) condemnation awards or payments received in lieu of condemnation of the Property;

(i) sales and use taxes to the extent collected or received by the Manager and/or the Owner with respect to any Gross Income;

(j) proceeds received with respect to any insurance policy maintained by Owner for the Property (except for insurance proceeds for loss of rental income);

(k) any trade discounts and rebates received in connection with the purchase of personal property or services in connection with the operation of the Property; and

(l) incentives paid by federal, state, and local authorities to Owner, or applied to, or for the benefit of, the Property.

8.3 Disbursement. Manager shall have the right to disburse the Management Fee and expenses payable to Manager hereunder out of the Owner's Account. The Management Fee and the costs and expenses incurred by the Manager during the previous month shall be payable in arrears on a monthly basis and due within five (5) days of the end of the month for which such compensation and reimbursement relates.

In addition to the management fee (the "Variable Fee" or "Fixed Fee") above, Owner shall pay to Manager the following fees, as applicable:

(a) Reimbursement of all operating expenses and direct cost associated with the operation of the Project, including, but not limited to, data processing expenses, travel, long distance charges, postage, delivery charges, copy charges, software licensing and support, computer set-up, email hosting, employee training and data storage expenses directly related to the operation of the Project.

(b) A service fee to complete any significant or material services and reports that are specifically outlined herein, should Owner request such services or reports, the amount of which shall be agreed upon by Owner and Manager in writing at the time such request is made.

(c) A construction supervision fee for supervising construction, renovation, or deferred maintenance work at the Project. The terms, fees and scope of any construction supervision shall be mutually agreed upon by Owner and Manager prior to commencement of such services. The construction supervision fee shall be payable monthly, based on the percentage of completion of the work.

(d) A close-out fee equivalent to Fifty and No/100 (50.00%) percent of the last month's full management fee for providing and services to be performed by Manager, if and to the extent requested by Owner, for more than thirty (30) days after the termination of this Agreement, including, but not limited to: entering invoices and cutting checks, recording post-closing entries, and preparing financial statements, reconciling bank statements and consulting with tax preparers or auditors.

(e) If owner enters into a Purchase and Sales Agreement upon the sale of the Property closing, Agent shall be paid by Owner a post-closing fee of \$50,000.

(f) With respect to leasing of the Project, should Manager lease-up the property to ninety-five (95%) percent occupancy no later than 2 weeks after Fall move-in, at rental rates and terms acceptable to Owner, Manager shall be paid Incentive Bonuses of Ten Thousand (\$10,000) Dollars. Should Manager lease-up the property to one hundred (100%) percent no later than 2 weeks after Southern University at Shreveport start date, at rental rates and terms acceptable to Owner, Manager shall be paid extra Incentive Bonuses of Five Thousand (\$5,000) dollars.

If any sales tax or other tax (except deferral and state income tax) is imposed on any of the fees, commissions, reimbursements or other compensation payable to Manager or its affiliates hereunder, then Owner shall pay such tax.

ARTICLE IX INSURANCE

9.1 Insurance Requirements.

(a) Unless otherwise directed by Owner, Manager shall maintain, at Owner's expense, commercial general liability insurance for the Property (said commercial general liability insurance having coverage limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) each occurrence, TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) annual aggregate for property damage and bodily injury and Umbrella limit of TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00) each occurrence and annual aggregate) naming Owner as an additional insured and property insurance at coverages established by Owner. Notwithstanding the foregoing, or anything to the contrary in this Agreement, Owner's liability insurance shall be primary and non-contributory in nature (without right of subrogation against Manager) with respect to any and all claims against Manager in Manager's performance of its duties under this Agreement, except for those losses, specifically arising from items, which are covered by Manager's indemnification of Owner of this Agreement or as the result of Manager's gross negligence or willful misconduct. Owner hereby releases Manager, its affiliates and their respective partners, members, officers, directors, agents, contractors, and employees, from any and all liability and responsibility to Owner or anyone claiming by, through or under Owner by way

of subrogation or otherwise, for any loss covered by the Owner's insurance that Owner is required to carry hereunder (even if Owner did not have the required coverage)

(b) In addition, Manager shall maintain, at its expense (except as otherwise provided herein with respect to Manager's Employees), insurance coverage in the following minimum amounts:

Worker's Compensation	Statutory Amount;
Employer's Liability	\$1,000,000.00 each accident \$1,000,000.00 disease policy limit \$1,000,000.00 disease per employee;

Comprehensive General Liability:

- (i) \$1,000,000 bodily injury per person, \$2,000,000 aggregate for property damage and bodily injury; and

Auto Insurance \$1,000,000 combined single limit

Employment Practices coverage of \$500,000 per occurrence and aggregate including third party liability; and a fidelity bond or other surety acceptable to Owner in an amount not less than \$500,000.00.

(c) Upon request, Manager shall furnish a certificate to Owner of the aforesaid coverage, which shall include provisions to the effect that either party will be given at least thirty (30) days prior written notice of cancellation. The insurance company issuing the policy, all policies of insurance contemplated above by Section 7 shall name both Owner and Manager as insured.

(d) If Owner elects to procure its own liability insurance for the Property, the insurance coverage listed above and in the limits listed above must be maintained by the Owner at its expense, and Manager must be listed as a named insured on each of the policies. Upon request, Owner shall furnish a certificate to Manager of the aforesaid coverage, which shall include provisions to the effect that either party will be given at least thirty (30) days prior written notice of cancellation.

(e) Manager shall either pay the premiums, or monthly escrow deposit, for Owner's insurance required pursuant to Section 9.1(a) hercof to the extent the same are included in the Annual Operating Budget from the Owner's Account. Owner shall be responsible for such premiums even if they exceed the Budget Increase Limit and shall provide any necessary funds therefor. Each such policy shall contain an endorsement requiring not less than thirty (30) days written notice from the insurance company to Manager and Owner before cancellation or change in the coverage, scope, or amount of any such policy. Within thirty (30) days after the commencement date of the Term hercof, and within ten (10) business days after the date of the issuance of any renewal, replacement or additional insurance policies, Owner shall provide Manager with certificates of insurance evidencing the types and amounts of coverage in force and the names of all applicable insureds under each policy. Manager shall promptly investigate and,

to the extent the amount in issue is or may be in excess of Five Thousand Dollars (\$5,000.00), deliver a written report to Owner concerning all accidents or claims for damage relating to the ownership, operation or maintenance of the Property, including any occurrences of personal injury (including death) or property damage at the affected Property, shall obtain estimates for the cost of any repairs necessary, and shall cooperate with and deliver reports to all insurers in connection with such accidents and claims. Manager shall promptly notify appropriate insurance carrier of any claim of which Manager has knowledge. Owner and Manager hereby agree that, except to the extent otherwise specifically provided herein, the insurance required hereunder may be provided in the form of master or blanket policies covering the Property as well as other properties owned by Owner.

9.2 Compliance with Insurance Requirements. Subject to the provisions of this Agreement, Manager shall use Diligent Efforts to cause the Property to be in compliance with the terms of any insurance policies affecting the Property. Manager shall provide reasonable access to the Property to agents of any and all insurance companies who may, from time to time, be involved with the issuance of insurance policies for the Property or with inspections of the Property in connection with insurance policies then in force.

9.3 Contractors' Insurance. Manager shall require that all independent contractors performing work at any Property shall maintain insurance coverage at such contractors' expense. At a minimum, such insurance shall include the following:

(a) Workers' compensation and all other insurance pertaining to employees required by Governmental Requirements; and

(b) Primary commercial general liability and automobile liability insurance covering owned, hired, and non-owned vehicles with liability limits of not less than Two Million Dollars (\$2,000,000.00), combined single limit coverage for each occurrence or in such other amount as Owner may approve. The insurance referred to in this Section 9.3 shall, without additional cost to Owner or Manager, include Owner, Owner's mortgagee, and Manager as additional insureds. Higher coverage may be required if the work to be performed is sufficiently hazardous. Manager shall obtain and keep on file for each such contractor a certificate of insurance which shows that the contractor is so insured.

ARTICLE X TERM, RENEWALS AND CANCELLATION

10.1 Effective Date. This Agreement shall become effective as of the date first above written.

10.2 Term. Subject to earlier termination as hereinafter provided, this Agreement shall have a term (the "Term") commencing on the Effective Date hereof and ending on the date that is five (5) years after the Effective Date. Thereafter, the Term of this Agreement will be renewed automatically for an additional six (6) months and the Parties are required to renegotiate more definitive terms within that time, subject to the remaining provisions of this Article X. Notwithstanding anything to the contrary herein, in the event that either party wishes to terminate the automatic renewal provision

above, such party shall provide written notice to the other party not less than One Hundred Twenty (120) days prior to the expiration of the Term stating such party's intent.

10.3 Owner's Rights of Termination.

(a) Owner may terminate this Agreement immediately upon notice to Manager for "cause," if Owner has given Manager prior notice of the existence of a Manager default under this Agreement, and Manager has failed to cure such default within thirty (30) days after the date of such notice, or in the case of a default not reasonably susceptible of cure within such thirty (30) days, if Manager has failed to commence such cure within such thirty (30) day period and to diligently pursue the cure thereof to satisfaction, but in no event later than forty-five (45) days after the date of Owner's notice; provided that Manager shall not be entitled to any notice or cure rights where the default by Manager hereunder results from the fraud, criminal acts or other willful and intentional misconduct of Manager by one of its members, partners, directors, shareholders or officers, agents or employees, or in the event of a termination under subparagraph (ii) immediately below.

(i) For purposes of this Section 10.3(a), the term "cause" shall be deemed to be any failure by Manager to keep, observe or perform any of the covenants and provisions of this Agreement following notice and the lapse of the cure period described above without cure.

(b) Notwithstanding anything to the contrary contained herein, this Agreement shall automatically terminate upon written notice to Manager in the event:

(i) the Property or all of Owner's interest in the Property is sold, transferred, assigned, or otherwise conveyed, including, without limitation, a sale accomplished indirectly by the sale of all of the ownership interests of Owner to an unrelated third party in a bona fide sale for value;

(ii) all or substantially all of the Property is condemned or acquired by eminent domain or deed in lieu thereof;

(iii) all or substantially all of the Property is destroyed, or otherwise impaired so as to render it materially untenable or accessible, by fire or other casualty, and Owner notifies Manager that the Property will not be restored, or if Owner elects to restore the Property, but such restoration cannot be accomplished prior to the last day of the Term;

(iv) Manager files a voluntary petition for bankruptcy, reorganization or arrangement under any state statute or makes an assignment for the benefit of creditors, or takes advantage of any insolvency statute; or

(v) an involuntary petition in bankruptcy is filed against Manager and such petition is not dismissed or stayed within one hundred twenty (120) days.

10.4 Manager's Right of Termination. In addition to the automatic termination rights in Section 10.3(b), Manager may terminate this Agreement in the case of a default by Owner that continues for thirty (30) days after written notice of such default is delivered to Owner, provided that

Owner does not cure such default within such thirty (30) day period. In addition, Manager may terminate this Agreement for any reason, or no reason, in its sole and absolute discretion, upon one hundred twenty (120) days prior written notice to Owner.

10.5 Procedures on Cancellation or Termination.

(a) On the expiration or earlier termination of this Agreement as provided above, Manager shall, at its sole cost and expense:

(i) Deliver to Owner, or such other Person designated by Owner, (A) within two (2) days after the effective date of termination all books and records of, and all Tenant Leases and other documents relating to, the Property and (B) on the effective date of termination all funds in its possession belonging to Owner or received by Manager on behalf of Owner in connection with the Property and not previously expended or remitted to Owner in accordance with the terms of this Agreement;

(ii) Within forty-five (45) days after the effective date of termination, deliver to Owner (A) a final accounting, reflecting the balance of income and expenses for the Property as of the effective date of termination, and (B) a statement outlining any Management Fee and reimbursements due to Manager or any refund of Management Fee due to Owner hereunder in connection with the Property;

(iii) Within 30 days after the effective date of the termination, evidence acceptable to Owner that neither Manager nor any employee of Manager is a signatory on either the Owner's Account or the Security Deposit Account; and

(iv) Within three (3) business days of the termination, remove all marks and other signs identifying Manager, remove all of Manager's personal property and repair or replace any damage to the Property caused by such removal.

(b) The early termination of this Agreement under any of the provisions of this Article X shall not release either party hereto from liability for breach of this Agreement with respect to the Property based on events theretofore occurring or its indemnification obligations under Article XI.

(c) In the event of an early termination pursuant to this Article X, Owner shall promptly pay the Management Fee and other reimbursable expenses owed to Manager pursuant to this Agreement through the termination date. Furthermore, Owner will assume responsibility for payments of all approved or authorized unpaid bills of the Property.

ARTICLE XI GENERAL PROVISIONS

11.1 Assignability.

(a) Owner may sell, assign, delegate, transfer, convey, or encumber (each, a "Transfer") all or a portion of its rights or duties under this Agreement without Manager's prior consent to any Person to whom Owner Transfers the Property or to the holder of any Mortgage.

Upon Owner's Transfer of its rights or duties hereunder, Owner shall be relieved of all obligations under this Agreement with respect to the Property transferred arising after the date of such Transfer. If Owner shall collaterally assign this Agreement in connection with a Mortgage or other financing of a Property, Manager shall execute such documents as are reasonably requested by the mortgagee or beneficiary concerning Manager's consent to Owner's collateral assignment of this Agreement.

(b) Manager shall not Transfer its rights or duties under this Agreement with respect to the Property without the prior written consent of Owner, which consent may not be unreasonably withheld or delayed. If Manager shall at any time or times desire to assign this Agreement, Manager shall give notice thereof to Owner, which notice shall be accompanied by a statement setting forth in reasonable detail the identity of the proposed assignee and current financial information and relevant experience with respect to the proposed assignee.

11.2 Successors and Assigns. The terms, covenants, agreements, representations, and warranties contained herein shall inure to the benefit of the respective permitted successors and assigns of the parties hereto and shall be binding upon all successors and assigns of the parties hereto.

11.3 Entire Agreement; Construction. This Agreement, together with the schedules and exhibits attached hereto, constitutes the entire agreement between Owner and Manager relating to the subject matter hereof as it may pertain to the Property and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Property. This Agreement shall be construed and interpreted without the aid of any canon, custom or rule of law requiring construction against the party causing this Agreement to be drafted. In addition, all parties hereto acknowledge that their respective counsel have participated in the preparation of this Agreement and that, therefore, in the event of any ambiguity in, or controversy with respect to the meaning of, any term or provision contained in this Agreement, no presumption shall exist against any party's interpretation of this Agreement solely by reason of such party's or its counsel's participation in the preparation of this Agreement. No implications or inferences shall be drawn from the deletion from the terms and provisions of this Agreement of any of the terms or provisions contained in any unexecuted drafts of this Agreement.

11.4 Governing Jurisdiction. This Agreement shall be governed by and construed under the laws of the state of Louisiana.

11.5 Notices. Except as to an Emergency Situation as provided in Section 4.1, all notices, elections, offers, acceptances, demands, consents, approvals, communications and reports (each, a "Notice") provided for in this Agreement or given in connection with this Agreement shall be in writing (whether or not the text hereof specifically indicates that such Notice must be written) and shall be given to Owner or Manager at the addresses set forth below or at such other addresses or FAX Nos. or email addresses and such other persons as Owner or Manager may hereafter specify in writing given in accordance with this Section 12.6:

(a) Owner

Southern University at Shreveport
Attention: Rodney Ellis, Chancellor
3050 Martin Luther King Jr. Drive
Shreveport, Louisiana 71107
Email: rellis@susla.edu

With a copy to:

General Counsel
J.S. Clark Administration Building
4th Floor
Baton Rouge, LA 70813
Email: corinne_blache@sus.edu

Manager:

Alpha Management Partners, LLC
Attention: Michael A. Davis
2851 Johnston Street, Suite 328
Lafayette, LA 70503
E-mail: mdavis@alphamp.com
Facsimile: 337-284-3090

With a copy to:

OneBanc Law Firm
Attention: Emily B. Wright
1200 Camellia Boulevard, Ste. 300
Lafayette, LA 70508
E-Mail: wrighte@onebane.com
Office: 337.237.2660

Notices shall be (i) personally delivered, (ii) sent by a nationally recognized overnight courier delivery service, (iii) mailed by United States registered or certified mail, return receipt requested, postage prepaid, deposited in a United States post office or a depository for the receipt of mail regularly maintained by the post office, (iv) forwarded by facsimile transmission, with a confirming copy sent by overnight courier delivery service, or (v) forwarded by electronic mail transmission, with a read receipt verification. If a Notice shall be sent (A) by personal delivery, facsimile transmission, or electronic mail transmission, then the notice shall be deemed to have been received by the addressee on the day given if delivered or transmitted by 5:00 p.m. on a business day, otherwise, on the next following business day, (B) by overnight courier delivery

service, then Notice shall be deemed to have been received by the addressee on the next business day following the date so sent, and (C) by mail, then Notice shall be deemed to have been received by the addressee on the date received as evidenced by the return receipt. The inability to make delivery because of changed address of which no notice was given or by reason of rejection or refusal to accept delivery of any Notice shall be deemed to be receipt of the Notice as of the date of such inability to deliver or rejection or refusal to accept.

11.6 No Waiver. The failure of Owner or Manager to seek redress for violation, or to insist upon the strict performance of any term, covenant, agreement, provision, or condition of this Agreement shall not constitute a waiver thereof, and Owner and Manager shall have all remedies provided herein and by applicable law with respect to the same or any subsequent act which would have originally constituted a violation. Except for the deemed approvals expressly provided herein, no waiver of any provision hereof shall be binding unless in writing and signed by the party waiving such provision.

11.7 Limitation of Liability. Except as specifically provided in Section 11.1 above, none of the respective Affiliates, partners, members, trustees, directors, officers, shareholders, employees or agents of Owner or Manager shall be personally liable in any manner or to any extent under or in connection with this Agreement. Furthermore, notwithstanding any contrary provision of this Agreement, Manager shall be required to perform its agreements and obligations hereunder only to the extent of Owner's funds which are made available therefor, and Manager shall not be liable for any nonperformance or any delay, loss or damage to Owner to the extent that such delay, loss or damage is caused by (i) Owner's failure or refusal to provide Manager with funds necessary to permit Manager to perform hereunder, or (ii) Owner's failure or inability to provide Manager with appropriate information or documentation with respect to the Property, provided the same is timely requested in writing by Manager. The foregoing limitations of liability shall be in addition to, and not in limitation of, any limitation of liability applicable to Owner or Manager by law or agreement or otherwise.

11.8 Approvals. Whenever an approval, concurrence or agreement is sought from either party pursuant to the terms of this Agreement, the requesting party shall transmit in writing to the other party its request for approval, concurrence, or agreement, and shall attach to each such transmittal the information, documentation, and relevant facts necessary or appropriate to permit consideration of the matter for which approval, concurrence or agreement is sought.

11.9 Diligent Efforts. For the purposes of this Agreement, the term "Diligent Efforts" means that the obligated party is required to make a diligent, commercially reasonable, and good faith effort to accomplish the applicable objective. Such an obligation, however, does not require (i) the expenditure of funds not reasonably contemplated by the parties hereto with respect to Manager's services hereunder, (ii) the incurrence of any material liability or obligation by a party which such party is not otherwise expressly obligated to expend or incur, (iii) the obligated party to act in a manner which would otherwise be contrary to prudent business judgment or normal commercial practices in order to accomplish the objective, or (iv) the obligated party to commence litigation to accomplish the objective except as expressly required hereunder. The fact that the objective is not actually accomplished is no indication that the obligated party did not in fact utilize Diligent Efforts in attempting to accomplish the objective.

11.10 Further Assurances. Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by a party hereto in order to carry out the intent and purpose of this Agreement, in each case, at the requesting party's expense, and provided that no party shall be required to incur any unreimbursed expense or incur any liability or obligation not contemplated hereby or which would otherwise materially adversely affect its rights hereunder.

11.11 Rights Cumulative. Except as otherwise expressly provided herein, no remedy conferred upon a party in this Agreement is intended to be exclusive of any other remedy provided or permitted herein or by law or in equity, but each shall be cumulative and shall be in addition to every other remedy provided herein or now or hereafter existing at law or in equity.

11.12 No Third-Party Beneficiary. This Agreement is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other Person.

11.13 No Oral Modification. This Agreement may not be modified, supplemented, or terminated, nor may any of the obligations of the parties hereunder be waived, except by an instrument executed by the parties hereto.

11.14 Headings. The table of contents and the headings and captions of the various articles and sections of this Agreement have been inserted only for purposes of convenience, are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand, or restrict any of the provisions of this Agreement.

11.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same original.

11.16 References. Whenever the terms "this Agreement," "hereof," "herein," "hereto," "hereunder" or "hereby" are used, such terms shall include, and shall be deemed to include, this Agreement and all of the schedules and exhibits hereto. All personal pronouns used in this Agreement, whether in the masculine, feminine or neuter gender, shall be deemed to include, and to refer also to, all other genders; all references in the singular shall be deemed to include, and to refer also to, the plural, and vice versa. The use of the term "including" shall be deemed to mean "including, without limitation," whether or not expressly so stated.

11.17 Non-Solicitation of Employees. Without the prior written consent of the other party, neither party to this Agreement shall, during the Term, directly or indirectly, on its own behalf or on behalf of others, solicit or divert, or attempt to solicit or divert, any person who is employed by such other party.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the date first written above.

OWNER:

**SOUTHERN UNIVERSITY AT
SHREVEPORT**

By: _____
Name: Dr. Rodney A. Ellis
Title: Chancellor
Southern University at Shreveport

By: _____
Name: Dr. Ray L. Belton
Title: President-Chancellor
Southern University and A&M
College

MANAGER:

Alpha Management Partners, LLC

By: _____
Name: Michael Davis
Title: Chief Executive Officer + President

EXHIBIT A
PERIODIC REPORTS

1. Monthly Reports. Manager shall furnish to Owner a monthly report containing the following:

- (a) a balance sheet for the Property;
- (b) an income statement for the Property;
- (c) a statement showing (A) the cost allocation for direct employee costs on an accrual basis and (B) a detailed calculation of the Management Fee paid during the reporting period, prepared on an accrual basis;
- (d) a summary report of all Premises Statements paid during the reporting period by line item of the Annual Budget in effect during the applicable reporting period, including a reconciliation of such Premises Statements paid against the monthly statement of balances in the Operating Account;
- (e) a descriptive summary in narrative form of the operations of the Property during the reporting period, highlighting all significant occurrences and any anticipated problems and explaining all material variances (in excess of 10% of the Annual Budget line item amount) of a line item of income or expense on the Annual Budget (actual compared to Annual Budget) for such reporting period;
- (f) a leasing report detailing leasing activity, lease defaults and vacancy for the reporting period, describing any written offers, requests for proposal, or proposals received or made by Manager during the reporting period for the lease of the Property, and detailing all withdrawals made by Manager from the Security Deposit Account;
- (g) a detailed listing of items and expenses paid by Manager from the Operating Account (including any such item detailed on a Premises Statement) prepared on an accrual basis;
- (h) general ledger;
- (i) check register;
- (j) income register; and
- (k) incident reports.

In addition, Manager shall provide each of the foregoing reports in a quarterly format each quarter.

Each of the above-described reports shall, as applicable, be prepared in accordance with generally accepted accounting principles, consistently applied, on an accrual basis except as

otherwise provided herein. Reports will be provided by the 20th calendar day after the end of the month or quarter, as applicable. Any additional accounting services required by Owner other than as are needed to prepare the reports described above or reasonable replacement or additional reports requested by Owner and other than as are required in this Exhibit A, shall be at Owner's expense.

2. Annual Reports. Manager shall furnish to Owner an annual report containing the following:

(a) A certification by Manager of the final year end Income Statement and Balance Sheet;

(b) Upon request, original receipts for all expenditures;

(c) An annual inventory of personal property owned or leased by Manager in connection with the management of the Property. Inventory shall exclude office supplies and other expendable items.

(d) An annual assessment of the "physical" premises with a list of recommended repairs, modifications and/or upgrades.

3. Tax Package. As part of the annual reporting, Manager shall furnish a package containing a balance sheet as of December 31 with supporting lead schedules with necessary supporting documentation (e.g. reconciliations, detailed inventory reports) for each balance sheet account.



Dr. Rodney A. Ellis
Chancellor



Office Of The Chancellor

August 4, 2021

Ray L. Belton, Ph.D.
President-Chancellor
Southern University System
4th Floor, J.S. Clark Administration Building
Baton Rouge, LA 70813

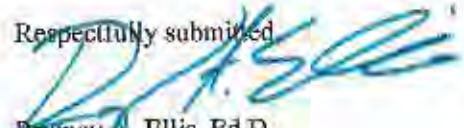
REF: Southern University at Shreveport Naming Policy

Dr. Belton:

This communication is to request approval for the attached Policy entitled "Naming Policy". Ms. Stephanie Rogers, Chief Advancement Officer, is submitting this policy for approval after a thorough collaboration. This is policy is designed to help in naming buildings, facilities, grounds and organizational units of Southern University at Shreveport, Louisiana.

The policy is attached. I am submitting this policy for your approval as well as the Southern University System Board of Supervisors.

Thank you in advance for your kind consideration.

Respectfully submitted

Rodney A. Ellis, Ed.D.
Chancellor

Approved: Dr. Ray L. Belton, President/Chancellor Date:

RAE/lw

Disapproved: Dr. Ray L. Belton, President/Chancellor Date:

Attachment

3050 MARTIN LUTHER KING, JR. DRIVE, * SHREVEPORT, LOUISIANA 71107
PHONE: (318) 670-9312 * FAX (318) 670-6374
TOLL FREE: 1-800-458-1472, Ext 6312
www.SUSLA.edu

"Southern University at Shreveport does not discriminate on the basis of race, color, age, national origin, gender, disability or any other protected class in its programs and activities". The following person(s) has been designated to handle inquiries regarding the non-discrimination policies: Title IX Coordinator: Dr. Tuesday Mahoney, College Success Ctr. (318) 670-9201. Section 504 Coordinator: Jerushka Ellis, Behavioral Science, (318) 670-9367



Efficiency • Integrity • Accountability • Service • Diversity

POLICY TITLE

Naming Policy

POLICY NUMBER

9-002

Responsible Unit: <i>Office of Institutional Advancement</i>	Effective Date: <i>September 1, 2021</i>
Responsible Official: <i>Chief Advancement Officer</i>	Last Reviewed Date:
Policy Classification: <i>Institutional Advancement</i>	Origination Date: <i>May 26, 2021</i>

I. POLICY STATEMENT AND RATIONALE

The naming of buildings, facilities, grounds, and organizational units of Southern University at Shreveport, Louisiana (the University) for individuals, businesses, or groups who have made significant contributions to society is an honored tradition of higher education. Naming a unit is to be approached with thought and concern for how that action will be viewed in the retrospect of decades. The purpose of naming facilities at Southern University at Shreveport (SUSLA), in addition to scholarships, endowments and specialized programs is to bring honor and distinction to the University and to provide appropriate recognition to an individual, family, corporation, or nonprofit organization that by virtue of their monetary contributions and/or their dedication and service to the University, have set an example in the community and in the State for others to follow.

II. POLICY SCOPE AND AUDIENCE

Buildings, portions of buildings, including but not limited, to classrooms, auditoria, laboratories, lounges, fountains, and other features on the University grounds, as well as scholarships, endowments, and specialized programs, may be considered for naming tributes. Buildings named for their general purpose or function are only subject to this policy if the naming tribute acknowledges and/or includes this general purpose or function. The audience includes all

individuals, family, group or individual affiliated or non-affiliated entities, corporation, or nonprofit organizations.

III. POLICY COMPLIANCE

This policy applies to all Southern University at Shreveport facilities governed by the Southern University System Board of Supervisors (SUS Board), and all monetary gifts in the form of scholarships, endowments or specialized program funding that benefit the University and its students, faculty or staff.

Only the Chancellor of the University can offer a naming opportunity to a donor. Only the Chancellor (or his/her designee) can negotiate a naming tribute agreement. The Chancellor (or his/her designee), SU System Foundation CEO (or his/her designee) and the University's Office of Institutional Advancement shall work collaboratively with the designated fiscal agent to negotiate such agreements. The SUS Board is the final authority for all naming tributes.

IV. POLICY DEFINITIONS

Facilities/Portions of Facilities: Newly constructed buildings, existing buildings or portions of facilities such as classrooms, lobbies, hallways, boardrooms, atriums, auditoria, laboratories, lounges, fountains, common use spaces and other features on the University grounds.

New: For new construction and major renovation or expansion of an existing building (built or renovated within the last 10 years), the minimum gift amount should be at least 50% of total cost of the project or 50% of actual fundraising goal. New construction project and/or major renovation project costs must be a rate of \$1 million or higher for naming consideration.

Existing: For an existing space (10 years and older)

Endowments: A financial asset donation made to a non-profit group, fiscal agents or institution in the form of monetary gift, investment funds or other property that has a stated purpose at the bequest of the donor. Most endowments are designed to keep the principal amount intact while using the investment income from dividends for charitable efforts.

Scholarships/Programs: A scholarship is an award of financial aid for a student, faculty member or staff person to further his or her education. Scholarships are awarded based upon various criteria, which the University shall reflect the values and purposes of the donor or founder of the award. Scholarship money is not required to be repaid. Special Program funding is awarded to provide financial assistance in support of or to start a program or service initiative consistent with the University's mission, goals and values. Special Program funding also reflects the values and purposes of the donor or founder of the award. Special Program funding is not required to be repaid.

V. POLICY IMPLEMENTATION PROCEDURES

Responsibility

University Advancement

The Office of Institutional Advancement manages the donor-funded naming opportunity process.

University Naming Committee

The University Naming Committee is accountable for adherence to the standards and procedures within The University Naming Policy and this document.

Members

The University Naming Committee shall be led by the Chief Advancement Officer for the University and composed of the following members:

- Chief Advancement Officer (chair)
- Chief of Staff or equivalent position
- Vice Chancellor for Finance and Administration
- Vice Chancellor for Academic Affairs and Workforce
- Director of Marketing and University Relations
- Director of Stewardship and Donor Engagement
- SU System Foundation Liaison
- Director of Facilities Planning, Design & Construction
- Unit Designee Representative(s) for the Space/Program/Service to be named (appointed by Vice Chancellor or executive team member of the respective reporting Unit/Program/Service)
- Others as needed and approved by committee

Role and Purpose

The committee is responsible to review and advise the Chancellor on matters relating to naming opportunities, minimum gift requirements, and donor recognition. Review and recommendation of the names of the University's existing and new properties are submitted to the committee regardless of whether or not there are donor or sponsor funds involved.

Meetings

The committee shall convene as needed to review naming proposals in a timely manner. The committee will deliver its recommendations to the Chancellor, who may solicit discussion with the Executive Council, the SUS Board, or SU Foundation Board before final approval.

Periodic Review

The University Naming Committee will review processes, procedures, and support levels outlined in this document at least every three to five years to determine if they should be adjusted.

Naming Process

The following steps outline the process for naming a university property, facility, academic or non-academic program, including college, school, department, institute or center. Before discussing naming opportunities or soliciting gifts for such opportunities from donors, development officers (or anyone working directly with donors) must secure approval from the Chancellor (or his/her designee). A thorough analysis of the proposal in relation to naming policy and guidelines will be conducted.

Donors and honorees should be informed that authorization of naming opportunities rests with the Chancellor, and also require the approval of the SUS Board.

Steps for Proposed Naming Opportunities

1. Submit a Request for Naming Form to the Office of Institutional Advancement request that includes the following information:
 - o Relationship between the use of the property, facility or program and the person for whom it is named
 - o A detailed communication plan, including elements for donor solicitation and stewardship, public announcements, and participant accountability

In the case of a proposed renaming, the Naming Form also includes:

- o History of prior naming and surviving family members that may need to be notified of the name change
 - o Gift documents pertaining to the original gift and related naming
 - o A plan to cover costs associated with renaming and recognition of the replaced name
 - o Suggestions for appropriately preserving and recognizing the original name
2. The University Naming Committee reviews all applicable materials, giving due attention to both the long-term and short-term propriety of a naming and recognition, including the potential effect on other philanthropic relationships. Upon completion, the Committee then forwards the official naming recommendation to the Chancellor.
 3. The Chancellor may approve or deny proposals for naming most physical spaces and entities. Upon approval, the Chancellor forwards approved proposals to name spaces or programs to the SUS Board for final approval.
 4. If a recommendation to rename a facility or proposed space is denied, the existing name remains unchanged.
 5. If honorary naming has a donor component, a formal gift agreement will be drafted. Contact the Chief Advancement Officer for assistance.

6. Honorary naming without philanthropic support shall be documented by the University Naming Committee with a memorandum and retained in the University Archives and Office of Institutional Advancement.
7. Proposals for all SUSLA naming tributes shall be submitted by the Chancellor to the Southern University System President for approval and recommendation to the SUS Board for final approval.
8. The following are excluded from eligibility for naming tributes:
 - o Current public office holders or candidates for office;
 - o Current members of the SUS Board or past members for a period of two years from service on the Board; or
 - o Individuals, families, group or individual affiliated or non-affiliated entities, corporations or non-profit groups whose public character or actions may bring dishonor to SUSLA and/or any campus within the Southern University System.
9. Official signage identifying the naming tribute shall include the name of the University, "Southern University at Shreveport, LA."
10. A naming tribute on a building or portion of a building in no way implies a right of use by the honoree.
11. SUSLA and the designated fiscal agent (SU Shreveport Foundation or the SU System Foundation) must enter into a signed agreement with donors/honorees for naming tributes that are consistent with the University's naming policy and all applicable state laws and Board policies. No tribute agreements shall in any way limit future opportunities for contributions to the University.
12. SUS Board reserves the right to rename buildings, portions of buildings, including but not limited, to classrooms, auditoria, laboratories, lounges, fountains, common use spaces and other features on the University grounds as well as scholarships, endowments and specialized programs in the event of natural disasters, change of function, or dishonor brought by the donor/honoree.
13. The Guidelines set forth in this policy statement shall not be deemed all-inclusive.
14. The SUSLA Chancellor and the SUS Board reserve the right to consider any and all factors regarding the privilege of name association with the program, fund or physical aspect of SUSLA as particular acts and circumstances warrant. Decisions will be made consistent with the stated mission of Southern University System.

Entities (Colleges, Schools, Departments, Programs, Centers, Institutes, or other organizational units)

In naming an entity for a person, a family, or an organization, the University confers a high and conspicuous honor, bestowed only upon those who have made a substantial and sustained contribution to the University or have brought special distinction to the University, to the State, or to society at large by services rendered. A significant portion of donated funds shall be used to establish an endowment that will provide support to the unit.

Entities eligible for naming include colleges, schools, and departments, as well as programs, multidisciplinary academic centers, and institutes. Other namable entities may include endowments for student support, faculty support, faculty development funds, research funds, speaker series and awards.

Allowable Funding

Naming gift opportunities may be extended to donors of annual gifts, major gifts, planned or deferred gifts, and gifts-in-kind. To fund a naming opportunity, the University accepts donations of cash, securities, and pledges to be fulfilled within five years. Also, an entity naming may be funded by gifts-in-kind that can be converted to cash and used to fund the endowment. Planned gifts may fund a named entity if at least 2% of the future bequest amount is given annually in cash.

New and Existing Spaces Funding Levels

Valuing Physical Spaces for Fundraising

The Chief Advancement Officer shall work with the Chancellor (or his/her designee) and the Vice Chancellor for Finance and Administration to set minimum gift levels for all capital projects. Once a capital project is approved and the function, design and funding plan are known, values can be calculated for naming opportunities:

- For **new** construction and major renovation or expansion of an existing building (built or renovated within the last 10 years), the minimum gift amount should be at least 50% of total cost of the project or 50% of actual fundraising goal.
- For an **existing** space (10 years and older) that is not named, calculate at the estimated depreciated value or 50% of the project cost.

VI. POLICY RELATED INFORMATION

Reference policies:

- State of Louisiana 2019 ACT No. 356 ([ViewDocument.aspx \(la.gov\)](#))
- Louisiana State University (LSU) Policy Statement 70 – Naming University Facilities and Academic Units ([ps_70.pdf \(lsu.edu\)](#))
- Sowela Technical Community College Policy No: 10.002.1 – Naming Policy
- Utah State University Policy – Naming Procedures

Pertinent Statutes:

- Louisiana Revised Statute 42:267
- Louisiana Revised Statute 17:3351(G)

Secondary Sources:

- Louisiana Attorney General Opinion 86-814
- Louisiana Attorney General Opinion 00-66

VII. POLICY HISTORY AND REVIEW CYCLE

This is a new policy and is subject to review in accordance with the Southern University System five-year policy review cycle.

VIII. POLICY URL

This policy will be posted at <https://www.susla.edu/subhome/policy-and-procedures> upon approval of the Southern University Board of Supervisors.

IX. POLICY APPROVAL

Rodney A. Ellis, Ed.D.
Chancellor, Southern University at Shreveport

Effective Date of Policy

Ray L. Belton, Ph.D.
President-Chancellor, Southern University and A&M College System

Effective Date of Policy

The Honorable Domoine D. Rutledge, Esq.
Chairman - Southern University System Board of Supervisors

Effective Date of Policy



SOUTHERN UNIVERSITY AT SHREVEPORT, LA (SUSLA)
NAMING REQUEST FORM

REQUESTING AGENT: DIVISION/DEPARTMENT: Responsible Division Head: Responsible Unit Official(s):	REQUEST DATE: SUBMISSION DATE: POLICY REFERENCE NUMBER: 9-002
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For additional guidelines prior to submitting request, please refer to the full policy posted at [Policy and Procedure | Southern University Shreveport Louisiana \(susla.edu\)](#)

REQUEST

Please use the following form to complete your request. Please answer all questions and submit completed form to the Office of Institutional Advancement at srogers@susla.edu

Name New Building /Room Name or Re-name **Existing** Building/Room (Current Name)

 Name New Program* Re-Name Existing Program* (Current Name)

 In Memory: _____ In Honor: _____

Honoree Contact: _____ Phone: _____ Email: _____

*Additional information may be required. Please contact the Office of the Chancellor or the Office of Institutional Advancement at (318) 670-9244

Person / organization requesting to be named:

SUSLA Space/Program to be named *(Please indicate if space is on main campus or another SUSLA site):*

Name of Contact Person: _____ **Phone:** _____

Street Address: _____ **Email:** _____

1. Is this person a current or former State of Louisiana or U.S. public servant?
 Yes No

2. Is this person a current or former LOCAL public servant?
 Yes No

3. If current, in what capacity/office do they serve?

4. If former, how long has it been since he/she left office?

5. Is this person Living OR Deceased?

6. Please describe the relationship between the use of the property, facility or program and the person for whom it is to be named.

7. **ABOUT THE HONOREE:** In the space provided below, please describe how this naming request will bring honor and distinction to the University, provide appropriate recognition to the individual, family, corporation, or nonprofit organization. Please describe how, by virtue of their monetary contributions and/or their dedication and service to the University, they have set an example in the community and in the State for others to follow (250 words max. Additional document/bio may be attached to request).

Only the Chancellor of the University can offer a naming opportunity to a donor. Only the Chancellor (or his/her designee) can negotiate a naming tribute agreement. The Chancellor (or his/her designee) and the University's Office of Institutional Advancement shall work collaboratively with the designated fiscal agent to negotiate such agreements. The Southern University System Board of Supervisors is the final authority for all naming tributes.

APPROVALS

Division Head

Date

Chief Advancement Officer, Stephanie Rogers
Division of Institutional Advancement

Date

Office of the Chancellor, Rodney A. Ellis, Ed.D.
Chancellor, Southern University at Shreveport

Date

How to Submit: Form must be submitted to the Office of Institutional Advancement at srogers@susla.edu for processing and submission to the Office of the Chancellor.

If approved, the Responsible Party will be contacted for additional steps. A detailed communication plan, including elements for donor solicitation and stewardship, public announcements, and participant accountability will be formulated will be coordinated by the Office of Marketing and University Relations.



Office of the Chancellor

SOUTHERN UNIVERSITY AT NEW ORLEANS

6400 Press Drive

New Orleans, LA 70126

Phone: (504) 286-5311 Fax: (504) 286-5000

www.suno.edu

August 5, 2021

Dr. Ray L. Belton
President-Chancellor
Southern University System
801 Harding Blvd.
Baton Rouge, Louisiana 70713

RE: Southern University at New Orleans Distance Education Attendance Policy

Dear Dr. Belton:

Please find attached the proposed Distance Education Attendance Policy for Southern University at New Orleans. This campus policy is consistent with the Southern University System's Distance Education Attendance Policy, which was adopted in August, 2020. It is required to comply with the federal Title IV Aid regulations. The Division of Academic Affairs, the University Registrar, deans, and faculty are primarily responsible for ensuring compliance with recording and reporting attendance as required by the Distance Education Attendance Policy.

I seek your approval and submittal to the Southern University and A&M College System Board of Supervisors for consideration at the August 21, 2021 meeting. Thank you for your consideration.

With kind regards,

A handwritten signature in blue ink that reads "James H. Ammons".

James H. Ammons, Jr., Ph. D.
Vice-President - Chancellor
Southern University at New Orleans



POLICY TITLE:
Distance Education Policy

POLICY NUMBER:
SUNO – 1-020

Responsible Unit: <i>Office of Academic Affairs (SUNO)</i>	Effective Date: <i>08/20/2021</i>
Responsible Official: <i>Vice Chancellor for Academic Affairs</i>	Last Reviewed Date:
Policy Classification: <i>Academic Affairs</i>	Origination Date: <i>08/02/2021</i>

I. POLICY STATEMENT AND RATIONALE

Institutions that are required to take attendance are expected to have a procedure in place to routinely monitor attendance records in distance education courses to determine when a student withdraws. Faculty members must certify that students are actively attending a distance education course. Based on guidance from the Federal Student Aid Handbook, specific criteria for measuring attendance in distance education courses must be established, along with processes for recording, and reporting attendance. If records indicate a registered student has not attended or engaged in academically related activities, a school must perform a Return of Title IV Aid calculation for students who have withdrawn or otherwise ceased attendance in a distance education course.

II. POLICY SCOPE AND AUDIENCE

The primary audiences for this policy are academic units, including faculty and students. This policy on attendance in distance education courses shall operate in addition to any attendance requirements imposed by institutional and programmatic accrediting agencies. Faculty will be apprised of their obligations to record attendance in distance education courses along with the criteria to be used to measure attendance. Students will be advised of the attendance obligations associated with enrollment in distance education courses, consequences of failure to attend distance education courses, and the criteria that may be used to establish attendance.

III. POLICY COMPLIANCE

This policy is required to comply with the federal Title IV Aid regulations. The Division of Academic Affairs, the University Registrar, deans, and faculty are primarily responsible for ensuring compliance with recording and reporting attendance as required by the Distance Education Attendance Policy. The Division of Finance, and the Division of Enrollment Management and Student Success are responsible for reconciling the attendance reports from the University Registrar with the obligations imposed upon the University under the Title IV Regulations.

IV. POLICY DEFINITIONS

As used in the policy statement and except where indicated, the following definitions apply and are adopted from the definitions in the NC-SARA manual, and the Federal Student Aid Handbook:

Attendance: Per the *Title IV Program Integrity Final Rules*, "academic attendance" and "attendance at an academically-related activity" in distance education courses include, but are not limited to, the following:

- Physically attending a class where there is direct interaction between the instructor and students
- Submitting an academic assignment
- Taking an exam, an interactive tutorial, or computer-assisted instruction
- Attending a study group that is assigned by the institution
- Participating in an online discussion about academic matters
- Initiating contact with a faculty member to ask a question about the academic subject studied in the course.

Branch Campus: refers to a campus or site of an educational institution that is not temporary and is in a community beyond a reasonable commuting distance from its parent institution, and offers full programs of study, not just courses.

Distance Education: refers to instruction offered by any means where the student and faculty member are in separate physical locations. It includes, but is not limited to, online, interactive video and correspondence courses or programs at branch campuses.

Excessive Absences: the number of absences beyond the allowable number based on the instructional term, instructional modality, and the applicable attendance reporting periods. The instructional terms are as indicated in the attached Implementation Guidelines

Hybrid Course: refers to an educational program or course that includes both face-to-face and distance education. It is also known by the name "blended" and, sometimes, other terms.

Main Campus: refers to the principal campus designated as such by the Institution's Accrediting Agency or, if the Accrediting Agency does not designate a Main Campus or designates multiple such campuses, the principal campus designated by the U.S. Department of Education through a

Title IV aid agreement or, in the event that the Institution does not participate in Title IV programs, designated by the applicant Institution's Home State.

Online Course: refers to a course offered asynchronously, via the institutions' Learning Management System.

Other Attendance Reporting Period: refers to deadlines established by the University Registrar for reporting attendance that establish student's last day of attendance (LDA).

V. POLICY IMPLEMENTATION PROCEDURES

See the *Attachment A Distance Education Attendance Policy Implementation Procedures*.

VI. POLICY RELATED INFORMATION

For additional information on taking attendance in distance education courses, refer to

<https://ifap.ed.gov/sites/default/files/attachments/fsahandbook/1617FSAHbkActiveIndexMaster.pdf>

VII. POLICY HISTORY AND REVIEW CYCLE

This is a new policy. The effective date of this policy is determined by the approval dates of both the Chair of the Southern University System Board of Supervisors and the President-Chancellor of the Southern University and A&M College System. Additionally, the policy last review and origination dates are identified. This policy is subject to a five-year policy review cycle.

VIII. POLICY URL

The approved policy will be posted on the Southern University at New Orleans website under Board Policies at www.suno.edu.

IX. POLICY APPROVAL

James H. Ammons Ph.D.
Chancellor, Southern University at New Orleans

Effective Date of Policy

Ray L. Belton, Ph.D.
President-Chancellor, Southern University and A&M College System

Effective Date of Policy

The Honorable Attorney Domoine D. Rutledge
Chair - Southern University System Board of Supervisors

Effective Date of Policy



POLICY TITLE:

Policy on Student-Athlete Name, Image and Likeness (NIL)

POLICY NUMBER:

15-001

Responsible Unit: <i>Athletics Department</i>	Effective Date: <i>08/20/2021</i>
Responsible Official: <i>Athletics Director</i>	Last Reviewed Date:
Policy Classification: <i>Athletics</i>	Origination Date: <i>08/02/2021</i>

I. POLICY STATEMENT AND RATIONALE

Pursuant to Act 479 of the 2021 Regular Session of the Louisiana Legislature, student-athletes are permitted to receive compensation for use of their name image and likeness. The law requires that the management board adopt a policy containing the requirements of the law prior to implementing the provisions contained in the bill. This policy applies to all campuses of the Southern University System.

II. POLICY SCOPE AND AUDIENCE

All student-athletes, campus staff, campus administrators, campus faculty, and all other internal constituencies of the Southern University System are expected to comply with this policy.

III. POLICY COMPLIANCE

Each institution within the Southern University System must abide by this policy.

IV. POLICY DEFINITIONS

Intercollegiate Athlete Name, Image and Likeness (NIL): An initiative to allow an intercollegiate athlete the opportunity to benefit from the use of their NIL in ways that are consistent with the recommendations by the NCAA Name, Image and Likeness Legislative Solutions Group.

Examples of how intercollegiate athletes could use their NIL (not an exhaustive list):

- a) Promote their own business
- b) Promote a corporate entity (e.g., brand ambassador, social media influencer)
- c) Establish their own camp/clinic
- d) Make an appearance at any location and receive compensation
- e) Sign autographs and receive compensation

Athlete Agent: Any individual who, directly or indirectly, represents or attempts to represent an individual for the purpose of marketing his/her athletics ability or reputation for financial gain or seeks to obtain any type of financial gain or benefit from an intercollegiate athlete's potential earnings as a professional athlete.

Athletics Booster: A person or entity that has participated in or has been a member of an organization promoting a postsecondary education institution's athletic program.

Athletics Eligibility: A term used to reference whether an intercollegiate athlete is "eligible" to compete for a postsecondary education institution's intercollegiate athletics program.

Athletics Program: The intercollegiate athletics department of a postsecondary education institution.

Attorney: A person appointed to act for another in business or legal matters.

Endorsement: An act of giving one's public approval or support to someone or something.

Grant-in-Aid (including Cost of Attendance): Athletically related financial aid to assist an intercollegiate athlete with costs associated with attending a postsecondary education institution.

Intercollegiate Athlete: Student who is enrolled at postsecondary education institution and participates in a sponsored sport of the postsecondary education institution's athletics department.

Institutional Staff Member: an officer, director, employee or agent of a postsecondary education institution.

Market Value: A rate of compensation to an intercollegiate athlete for the use of their NIL based on a current and open market.

Postsecondary Education Institution: A Louisiana public/non-public college that receives or disburses state student financial assistance, which includes scholarships and grants.

Prospective Student-Athlete: An individual who has started classes for the ninth grade in high school.

Recruiting Inducement: Arrangement or other direct or indirect method to give or offer to give a prospective student-athlete or their family that is not expressly permitted by NCAA regulations.

Team Contract: Any agreement between an intercollegiate athlete and a postsecondary education institution that could impact the intercollegiate athlete's eligibility to participate in an intercollegiate sport, including, but not limited to, scholarship agreements or participation agreements.

V. POLICY IMPLEMENTATION PROCEDURES

Intercollegiate Athlete's Compensation Guidelines

An intercollegiate athlete at a postsecondary education institution may earn compensation for the use of their NIL provided:

- a) The compensation is not provided in exchange of athletics performance;
- b) The compensation (or prospective compensation) is not provided as an inducement to attend the institution ("recruiting");
- c) The compensation is commensurate with market value; and
- d) The compensation is not provided by the postsecondary education institution, an entity whose purpose includes supporting or benefitting such postsecondary education institution or its intercollegiate athletics program, or an officer, director, employee or agent of the postsecondary education institution or entity.

Compensation earned by the intercollegiate athlete in a manner consistent with the guidelines outlined herein will not affect the intercollegiate athlete's grant-in-aid or athletics eligibility. The grant-in-aid (including cost of attendance) that is awarded to an intercollegiate athlete by a postsecondary education institution shall not be considered compensation and shall not be revoked or reduced as a result of an intercollegiate athlete's earnings through a permissible NIL agreement.

Institutional Responsibilities

Student-athletes will have the freedom to earn compensation for their name image and likeness, subject only to certain limitations contained in statute and this policy.

- a) A postsecondary education institution may prohibit an intercollegiate athlete from using their NIL for compensation if such opportunity conflicts with an existing institutional sponsorship agreement or contract or goes against the values of the postsecondary education institution.
*“Institutional Values” shall be based upon the current limitations and parameters placed on organizations (and products) that may engage in university sponsorships.
- b) The institution shall educate student-athletes on the limitations described above and promptly determine where conflicts exist and notify student-athletes.
- c) An institutional staff member of a postsecondary education institution shall not be involved in arranging compensation for an intercollegiate athlete or providing compensation themselves.
- d) Athletics boosters are prohibited from creating or facilitating NIL compensation opportunities for prospective student-athletes as a recruiting inducement or current

student-athlete as an inducement to remain enrolled at her respective postsecondary institution.

Use of Institutional Marks

An intercollegiate athlete shall not use a postsecondary education institution's facilities, uniforms or any aspect thereof, registered trademarks, products protected by copyright, or official logos, marks, and colors without the express written permission of the postsecondary education institution.

Representation from Agent/Attorney

The postsecondary education institution may not prevent or restrict an intercollegiate athlete from obtaining representation by an athlete agent or an attorney for the sole purpose of representing the intercollegiate athlete in matters pertaining to the use of the intercollegiate athlete's NIL.

Any representation by an athlete agent obtained by an intercollegiate athlete for the purpose of representing the intercollegiate athlete in matters pertaining to the use of the intercollegiate athlete's NIL shall be from an individual registered with the state in accordance with, and in compliance with, the provisions of Chapter 7 of Title 4 of the Louisiana Revised Statutes of 1950¹. However, notification provisions of R.S. 4:424 (D)(3) are not required when athlete agent contacts an intercollegiate athlete for the sole purpose of representing the intercollegiate athlete in matters pertaining to the use of the intercollegiate athlete's NIL.²

Any attorney retained by an intercollegiate athlete for the purpose of representing the intercollegiate athlete in matters pertaining to the use of the intercollegiate athlete's NIL, shall be licensed to practice law. The attorney shall provide a letter of good standing showing his law license and state of issuance and it shall be kept on file with the postsecondary education institution's compliance office.

Education/Workshop

The postsecondary education institution shall conduct a financial literacy and life skills educational workshop in areas such as, but not limited to:

- a) Financial aid;
- b) Debt management;
- c) Budget information; and
- d) Time management.

The workshops shall be for a minimum of five hours total and shall be offered at the beginning of an intercollegiate athlete's first and third academic years.

¹ Entire Chapter 7 of Title 4 found here: [link](#)

² Full text of R.S. 4:424(D)(3): "A duty to notify the athletic director of the institution or school that the athlete attends and the head coach of the sport in which the athlete competes seven days in advance of any contact with an athlete of an intent by the agent to contact the athlete."

The postsecondary education institution shall provide education to its intercollegiate athletes on:

- the process to gain express permission by the postsecondary education institution to use its facilities, uniforms, registered trademarks, products protected by copyright, and official logos, marks, colors for the sole purpose of the intercollegiate athlete's NIL;
- the process to disclose any agreements with an athlete agent and/or attorney for the purpose of the intercollegiate athlete's NIL;
- the method used to disclose any agreements using the intercollegiate athlete's NIL; and, endorsements by an intercollegiate athlete's NIL that are prohibited in the following areas: tobacco, alcohol, illegal substances or activities, banned athletic substances, and gambling.

Additional General Guidelines

A contract for compensation for the use of the NIL of an intercollegiate athlete under eighteen years of age shall be executed on the intercollegiate athlete's behalf by their parent or legal guardian.

An intercollegiate athlete shall not enter into a contract for compensation for the use of the intercollegiate athlete's NIL if a term of the contract conflicts with a term of the intercollegiate athlete's athletics program's team contract.

An intercollegiate athlete must disclose any agreements made for the use of an intercollegiate athlete's NIL to the postsecondary education institution. Any compensation earned by an intercollegiate athlete shall not be for an endorsement of tobacco, alcohol, illegal substances or activities, banned athletic substances, or any form of gambling. Each postsecondary education institution or the postsecondary education institution's athletics program shall have the discretion to determine what constitutes an endorsement of a prohibited area in these categories.

The duration of a contract for representation of an intercollegiate athlete or compensation for the use of an intercollegiate athlete's NIL shall not extend beyond their participation in an athletics program at a postsecondary education institution.

International student-athletes should not enter into any name, image, or likeness agreements without guidance from the Southern University Office for International Students to guard against any potential student visa issues.

Reporting Requirements:

Each postsecondary education institution will adopt its own policies and procedures in accordance with Louisiana law for its intercollegiate athletes to report agreements using the intercollegiate athlete's NIL.

Monitoring:

Each postsecondary education institution will adopt its own policies and procedures for monitoring contracted and non-contracted agreements of their intercollegiate athlete's use of their NIL.

Enforcement/Sanctions:

Each postsecondary education institution will adopt its own enforcement guidelines and sanctions when an intercollegiate athlete does not abide by this policy.

VI. POLICY RELATED INFORMATION

This section may provide links to applicable federal, state, and local laws, policies, or regulations that impact this policy.

- Louisiana Laws Title 4, Chapter 7 (La. R.S. 4:420 et seq.)
- Act 479 of the 2021 Regular Session of the Louisiana Legislature (SB 60) enacting Chapter 30 of Title 17 (La. R.S. 17:3701-7303)
- NCAA Division I Name, Image and Likeness Legislative Solutions Group- Legislative Recommendations (Updated: October 8, 2020)

VII. POLICY HISTORY AND REVIEW CYCLE

This is a new policy. The effective date of this policy is determined by the approval dates of both the Chair of the Southern University System Board of Supervisors and the President-Chancellor of the Southern University and A&M College System. Additionally, the policy last review and origination dates are identified. This policy is subject to a five-year policy review cycle.

VIII. POLICY URL

The approved policy will be posted on the Southern University System website under Board Policies at www.sus.edu.

IX. POLICY APPROVAL

Ray L. Belton, Ph.D.

President-Chancellor, Southern University and A&M College System

Effective Date of Policy

The Honorable Attorney Domoine D. Rutledge

Chair - Southern University System Board of Supervisors

Effective Date of Policy



**SOUTHERN
UNIVERSITY**
AND AGRICULTURAL & MECHANICAL COLLEGE

DEPARTMENT OF ATHLETICS

SOUTHERN JAGUARS | PO BOX 9942 | BATON ROUGE, LA 70813
GOJAGSPORTS.COM | [f /SOUTHERNUJAGUARS](#) | [t @SOUTHERNUSPORTS](#)

Memorandum

To: President/Chancellor Dr. Ray Belton and The Honorable Members of The Board of Supervisors

From: Director of Athletics Roman Banks

Date: August 18, 2021

RE: Request Authorization to Name the Field at A.W. Mumford Stadium The Pete Richardson Football Field

Pete Richardson Bio –

Upon his arrival to Baton Rouge in 1993, Pete Richardson ushered in the golden era of Southern University Football compiling 128 wins during a 17-year career and is the second winningest coach in Southern history in wins and winning percentage. Richardson, affectionately known as “Coach Pete” won five SWAC titles (1993, 97, 98, 99 & 2003) and four HBCU National Championships (1993, 95, 97 & 2003) in route to birthing the greatest fan base in college athletics, The Jaguar Nation.

Richardson lead the Jaguars to six Heritage Bowls appearances and went 4-2. Richardson owns the distinction of being the only coach to go undefeated against Grambling’s iconic coach Eddie Robinson. He was named the SWAC Coach of the Year five times (1995, 97, 98, 99 & 2003).

I am requesting authorization to name the field at A.W. Mumford Stadium The Pete Richardson Field.

Thanks

Roman Banks
Director of Athletics
Southern University and A&M College



SOUTHERN UNIVERSITY AND A&M COLLEGE SYSTEM

J.S. CLARK ADMINISTRATION BUILDING
4TH FLOOR
BATON ROUGE, LOUISIANA 70813

OFFICE OF THE
PRESIDENT - CHANCELLOR
(225) 771-4680

FAX NUMBER
(225) 771-5522

August 16, 2021

VIA HAND DELIVERY

Dr. Ray L. Belton
President-Chancellor
Southern University and A & M College System
J.S. Clark Administration Building, 4th Floor
Baton Rouge, Louisiana 70813

Re: Position Authorization and Search Waiver - Associate General Counsel

Dear Dr. Belton:

The loss of our previous Associate General Counsel & Executive Director for Compliance and Ethics exposed an area where we could strengthen operations and delivery. In an effort to thwart attrition and continue to provide timely and quality legal representation, I'm requesting the consideration of having two Associate General Counsel. One would be Associate General Counsel over Procurement, Contracts, Leases, and Public Records. The other would be over Civil Rights, Employment Law, and Policies and Procedures. I have identified two exceptional candidates to fill these positions. This letter is submitted to request authorization to divide the Associate General Counsel position into two, waive the search for both positions, and appoint Thomas D. Bates and Ashley N. Butler to the positions.

Mr. Bates has over fifteen years of experience as a practicing attorney in which his experience includes contracts, procurements, civil litigation, federal grant management, and land acquisition. Mr. Bates' background will inure to the benefit of the System as his previous positions as a state employee, has provided him the opportunity to understand the importance of providing quality service to constituents, customers, and other stakeholders. Mr. Bates would be AGC over Contracts, Leases and Procurement, and Public Records.

Ms. Butler has been a practicing attorney for over seven years. Her experience includes the preparation, review and negotiation of contracts and other legal documents for the Department of Education and the Recovery School District, proactively implementing procedures that will mitigate potential legal exposure, and collaborating with the Louisiana State Board Elementary and Secondary Education. Ms. Butler's substantive knowledge of state and federal laws as it relates to education, will be an added benefit to the System. Ms. Butler would be AGC over Civil Rights, Employment Law, and Policies and Procedures.

"Five Campuses, One Vision... Global Excellence"

WWW.SUS.EDU

*Dr. Belton
Re: Search Waiver
Bates and Butler
August 16, 2021
Page 2*

Ideally these positions need to be filed expeditiously due to the volume of work the Office of General Counsel handles and the newly enacted laws affecting higher education. Hiring Mr. Bates and Ms. Butler without the need of a search will continue to allow us to provide timely and thoughtful guidance to the administration and reduce liabilities and losses across the System.

Considering the foregoing, I request that you divide the position of AGC and Executive Director for Compliance and Ethics into two (AGC over Procurement, Contracts, Leases, and Public Records and AGC over Civil Rights, Employment Law, and Policies and Procedures), authorize a waiver of a formal search and appoint Thomas Bates and Ashley Butler as Associate General Counsel at a salary of \$80,000 each. As such, I am also requesting this matter be placed on the Board of Supervisors' agenda for approval at its August 2021 meeting.

All applicable application materials are attached to this request. I would appreciate your consideration and approval.

Sincerely,



Corinne M. Blache
General Counsel

APPROVED: _____
Dr. Ray L. Belton, President/Chancellor

Associate General Counsel

To support Southern University and A&M College System's leadership in fulfilling its mission and commitments to the highest standards of ethics and integrity and to the principles of equal access and equal opportunity. To that end, the candidate will work cooperatively with campuses within the system to:

1. Promote and enhance a climate that ensures equal access and equal opportunity for all members of the University community and participants in its activities and service.
2. Promote and enhance a culture of ethical behavior and compliance with applicable policies, laws and regulations.
3. Reduce liabilities and losses associated with failures to comply with applicable laws and regulations.

Reporting to the General Counsel, the position is responsible for overseeing and coordinating system-wide compliance activities, including the evaluation and monitoring of the university's operational and strategic risks, as well as seeking to ensure that the university and its employees are complying with federal regulatory requirements, as well as internal policies and procedures.

Minimum Qualifications:

1. Juris Doctorate degree
2. 2+ years of relevant experience as inside or outside counsel, ideally supporting universities or boards/commissions.
3. Experience in structuring, drafting, and negotiating a wide variety of commercial contracts.
4. Demonstrated ability to prioritize and handle multiple tasks, and deliver results in a fast-paced, deadline-driven environment.
5. Experience working on compliance and regulatory requirements in a higher education and government environments will be considered highly valuable.
6. Investigatory experience, excellent verbal and written communication skills required, as are strong presentation, interpersonal skills, and an ability to work collaboratively with various campus representatives.
7. Member in good standing of the Louisiana Bar Association.
8. Energetic, self-starting problem-solver who can work collaboratively and autonomously.

Compensation:

\$75,000 - \$85,000 - Based on a review of similarly situated universities, both in size and scale of operations.

Job Duties and Responsibilities:

1. Review contracts, leases and procurement and public records request to ensure compliance with local, state, and federal rules.
2. Draft terms and conditions in agreements.
3. Research legal issues impacting the organization by identifying applicable statutes, judicial decisions, and codes.
4. Perform pre-litigation work to minimize risks and maximize legal rights.
5. Develop solutions to legal questions.
6. Provide training to university and its affiliates on substantive legal topics.
7. Anticipates, listens to, understands and responds to the needs of members of the University community.
8. Deliver quality work product and services in a way that reflects positively upon the system.
9. Keep abreast of higher education laws and regulations, including Title IX, FERPA, Clery Act, and ADA.
10. Monitor and implement as necessary policies and procedures in compliance with state and federal regulatory oversight.
11. Monitor risk assessments and as appropriate, develop solutions to ensure compliance and minimize risk.
12. Foster a university culture that does not tolerate illegal or unethical behavior and prompts faculty and staff to consider the potentially adverse consequences of unethical conduct.
13. Build collaborative relationships with personnel across the university system and foster a collegially through excellent written and verbal communication skill.
14. Meet system needs by demonstrating an ability to multi-task, organize, and plan in accordance to the task assigned.
15. Meet system needs by demonstrated fiscal responsibility.
16. Reduce the risks of non-compliance, while increasing the likelihood of early detection and correction.
17. Provide a source of best practices and assistance for the entire university community.
18. Assumes additional responsibilities and performs special projects as needed or requested.

Thomas D. Bates

Attorney

Summary

I am an effective attorney with over 15 years of legal experience in various areas of law including but not limited to property law, contracts, federal grants management, procurement, mineral law, and civil litigation. I am a dedicated attorney with a wealth of legal knowledge and a strong desire to deliver successful outcomes. I possess a proven track record of dependability and positive results. Also, because of my positive attitude and patience, I can work closely with legal professionals, elected officials, department heads, consultants, engineers, community leaders, and support staff to accomplish my objectives. My deliverables include cooperative endeavors, public-private partnerships, right of way agreements and various contracts.

Experience

City of New Orleans City Attorney's Office-Code Enforcement Unit **New Orleans, LA** **2018**
Assistant City Attorney-II

Serves as the Code Enforcement Office's expert and legal advisor regarding housing code violations, dispositions of adjudicated properties and legal services such as:

- o Initiating foreclosure actions to eliminate blight.
- o Filing and monitoring writ proceedings in Civil District Court
- o Facilitating the sale of adjudicated properties to the public.
- o Initiating code enforcement cases according to strategic planning.
- o Coordinating with government agencies and non-governmental organizations to eliminate blight and spearhead economic development.
- o Searching public records and examining titles to determine merchantability of property titles and identification property owners.
- o Responding to request according to the Freedom of Information Act
- o Performing other duties as assigned by the City Attorney or Deputy Director of Code Enforcement.

Experience at a Glance

Attorney Experience

- o 3+ years Land Acquisition
- o 4+ years Grant management
- o 6+ years Management/team leadership
- o 15+ years Legal experience

Agencies/Organizations

- o Dept. of Culture Recreation & Tourism Office of the Lt. Gov. (DCRT)
- o LA. Dept. of Wildlife and Fisheries
- o New Orleans Redevelopment Authority
- o Metro South Title Company
- o U.S. Small Business Administration

Significant Accomplishments

- o Instrumental in the establishment of DCRT's Private-Public Partnership Initiative
- o Sell and Exchange of a 16th Section Property.
- o Acquisition of a 2,500-acre parcel of land for reforestation and public recreational use in Morehouse Parish LA.
- o Coastal Restoration of Elmer's Island Wildlife Refuge through Cooperative Endeavor with CPRA
- o Acquisition of over 10,000 acres of land for conservation and recreational purposes

Thomas D. Bates

**Office of the Lieutenant
Governor-Department of
Culture, Recreation and
Tourism, (DCRT)**

Baton Rouge, LA

2016-2017

Attorney IV

Provided legal representation and guidance for the agencies within the Office of Lt. Governor- Department of Culture, Recreation and Tourism (*Office of State Parks, Louisiana State Museums, Louisiana State Libraries, Office of Tourism, Louisiana Office of Cultural Development, and the Louisiana Seafood Promotion Board*) including but not limited to:

- Private-public partnerships
- Federal grants management
- Cooperative endeavor agreements
- Policies and procedures
- Litigation (defense)
- Public record requests
- State Procurement claims

Louisiana Dept. of Wildlife and Fisheries

Baton Rouge, LA

2013-2016

Land Acquisition Attorney

- Spearheaded Land Acquisition transactions including the following:
 - Negotiated production pipeline servitudes agreements.
 - Negotiated leases, sales, and exchanges.
 - Wetlands mitigation banking
 - Acquired properties for inclusion into the Wildlife Management Area program, Conservation Servitudes, and the creation of Wildlife Refuges.
 - Property transaction negotiations with private, corporate, and governmental landowners
 - Inter-governmental transactions with federal agencies: U.S. Fish and Wildlife Service, U.S. Parks Service, Dept. of the Interior, Army Corp of Engineers, etc.
- Federal grant management including the following:
 - Drafting and reviewing grant proposals
 - Grant compliance reviews
 - Grant program monitoring
- Legal documentation includes:
 - Act of sales
 - Purchase Agreements
 - Leases
 - Cooperative Endeavor Agreements
 - Inter-agency agreements
 - Licensing Agreements
 - Right of Ways
 - Resolutions
 - Memorandums of Understanding
 - Proclamations

Thomas D. Bates

New Orleans Redevelopment Authority

New Orleans, LA

2010-2012

Compliance/Grant Manager

- Provided oversight and administration of consortium members and development partners participating in the Neighborhood Stabilization Program Grant Phase II (NSP2)
- Conducted site visits.
- Provided quarterly progress reports.
- Managed and implemented the NSP Phase II Program for the Lake View Subdivision
- Established and implemented vacant lot sales program.
- Determined applicant eligibility.
- Conducted Covenant closings
- Review contractor submissions packets for compliance
- Provided Legal research
- Assisted in coordinating procurement for various redevelopment initiatives.
- Provided legal support and worked closely with management, developers, and City of New Orleans officials on various agency programs such as Community Development Block Grant (CDBG), New Orleans East Phase II and The Lot Next Door Program

Metro South Title, LLC

Baton Rouge, LA

2006-2010

Attorney/Owner-Partner

- Performed closings for commercial and residential real estate transactions.
- Supervised office staff
- Reviewed abstracts and provided title opinions.
- Cured title defects through successions, donations, and settlements.
- Notarized title documents

U.S. Small Business Administration (SBA)

Baton Rouge, LA

2005-2006

Attorney/Team Leader

- Managed the Disaster Recovery legal staff.
- Trained legal staff on the SBA's Disaster Recovery policies and procedures.
- Revised SBA's Multiple Indebtedness Mortgage document to include Louisiana terminology.
- Drafted of policies and procedures for the Disaster Recovery Center as needed
- Determined applicant eligibility.
- Conducted loan closings.
- Performed quality control reviews of applicant files.

Credentials

B.S. Criminal Justice - 1997 Southern University at New Orleans, New Orleans, LA
J.D. - 2004 Southern University and A&M College, Baton Rouge, LA

Licenses

Louisiana State Bar Bar License # 29753

REFERENCES AVAILABLE UPON REQUEST

SOUTHERN UNIVERSITY - BATON ROUGE, LA 70813

SUS SUBR SULAC SUAREC SUNO SUSLA

POSITION VACANCY AUTHORIZATION

REQUEST THAT THE POSITION TITLE AGC- Procurement, Contracts, Leases and Public Records AS DESCRIBED BELOW

BE AUTHORIZED AS A VACANCY FOR Office of General Counsel
(Department or Unit)

- | | | | |
|--|--|---------------------------------------|--|
| <input type="checkbox"/> Replacement | <input checked="" type="checkbox"/> New Position | <input type="checkbox"/> Unclassified | Source of Funds |
| <input type="checkbox"/> Civil Service | <input type="checkbox"/> Temporary | <input type="checkbox"/> Faculty | <input type="checkbox"/> State |
| <input type="checkbox"/> Tenured | <input type="checkbox"/> Probationary (For Faculty this is same as tenure track) | | <input type="checkbox"/> Grant -in-Aid |
| | | | <input type="checkbox"/> System Revenue |
| | | | <input type="checkbox"/> Agency Fund State |

VACANCY DESCRIPTION AND JUSTIFICATION

(Include rank (for faculty) and approximate salary; initiator of form must have prior approval of salary/salary range with the appropriate Vice-Chancellor, Chancellor and/or President. Salaries for classified positions must be approved through Human Resources).

See attached job description and responsibilities.

Salary/Range: \$75,000 – 85,000 Previous Incumbent (if replacement): Jeremy R. Gathe

X Approved _____ Disapproved _____ *CB Gathe* _____ 8/14/21 _____
Department Head Date

_____ Approved _____ Disapproved _____
Dean/Director/Supervisor of Budget Unit Date

FINANCE/BUDGET OFFICE ONLY	
Funds Available	
_____ Yes	_____ No
Signature	Date
Budget Number	

HUMAN RESOURCES OFFICE ONLY			
Existing/Approved Position			
_____ Yes		_____ No	
Employee Class:		Job Class:	
Verified By:			Date:

_____ Approved _____ Disapproved _____
Vice Chancellor Date

_____ Approved _____ Disapproved _____
Chancellor/Vice President Date

_____ Approved _____ Disapproved _____
President Date

An Equal Opportunity Employer

JOB CLASS			
JOB CODE			
CAL ID			

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form

POSITION NUMBER					
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CAMPUS: SUS SUBR _____ SULAC _____ SUAREC _____ SUNO _____ SUSLA _____

EMPLOYMENT CATEGORY: 9-MONTH _____ 12-MONTH _____ OTHER _____ (Specify) _____

<input type="checkbox"/> Academic	<input checked="" type="checkbox"/> Non-Academic	<input type="checkbox"/> Civil Service
<input type="checkbox"/> Temporary	<input type="checkbox"/> Part-time (_____ % of Full Time)	<input type="checkbox"/> Restricted
<input type="checkbox"/> Tenured	<input type="checkbox"/> Undergraduate Student	<input type="checkbox"/> Job Appointment
<input type="checkbox"/> Tenured Track	<input type="checkbox"/> Graduate Assistant	<input type="checkbox"/> Probationary
<input type="checkbox"/> Other (Specify) _____	<input type="checkbox"/> Retiree Return To Work	<input checked="" type="checkbox"/> Permanent Status

Previous Employee Jeremy R. Gathe Reason Left Resigned
 Date Left 07/05/2021 Salary Paid \$95,000

Profile of Person Recommended

Length of Employment _____ To _____
 Effective Date 09/07/2021

Name Thomas D. Bates SS# _____ Sex M Race* B
(Last 4 digits only)

Position Title: AGC- Procurement, Contracts, Leases, and Public Records Department: SUS - Office of the President/Chancellor

Check One Existing Position New Position *Visa Type (See Reverse Side):

--	--	--

 Expiration Date: _____
(Position vacancy authorization form must be processed and approved to fill existing and new positions. Position must be advertised before processing PAF, if applicable.)

Years Experience 15 Southern University Experience 0
 Degree(s): Type/Discipline (BA-Education): BS - Criminal Justice Institution/Location (SU-Baton Rouge): Southern University at New Orleans Year: 1997
JD - Law Southern University Law Center 2004

Current Employer City of New Orleans

Personnel Action

Check One New Appointment Continuation Sabbatical Leave of Absence
 Transfer Replacement Other (Specify) _____

Recommended Salary \$80,000 Salary Budgeted \$80,000

Source of Funds _____

Identify Budget: _____ Location _____
 Form Code: _____ Page _____ Item # _____

Change of: From _____ To _____
 Position _____
 Status _____
 Salary Adjustment _____

Financial Aid signature (if, applicable):

List total funds currently paid this employee by Southern University:

*See Reverse Side
 Comments: (Use back of form)

Source of Funds	Amount

*See Reverse Side Graduate School signature (if, applicable):

Supervisor _____ Date _____	<u>CP Blache</u> _____ <u>8/16/21</u> Dean/Unit Head Date
Vice Chancellor _____ Date _____	<u>Blondine McCurt</u> _____ Chancellor Date
Director/Personnel _____ Date _____	_____ Vice President/Finance Date
President _____ Date _____	_____ Business Affairs/Comptroller Date
	_____ Chairman/S.U. Board of Supervisors Date

This information is requested solely for the purpose of determining compliance with Federal Civil Rights Laws and does not affect employment consideration.

ETHNIC ORIGIN (Please check one):

Hispanic or Latino Non-Hispanic or Non-Latino

RACE (Please check all that apply):

White, not of Hispanic origin. A person having origins in any of the original people of Europe, North Africa, or the Middle East.

Black, not of Hispanic Origin. A person having origins in any of the Black racial groups of Africa.

Hispanic. A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origins, regardless of race.

Asian or Pacific Islander. A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native. A person having origins in any of the original peoples of North American, and who maintains cultural identification through tribal affiliation or community recognition.

COMMENTS:

EMPLOYEE REGULAR WORK SCHEDULE: 8:00 am – 5:00 pm Monday thru Friday

EMPLOYEE DIRECT SUPERVISOR: Corinne M. Blache, General Counsel

SUPERVISOR/DEPARTMENT CONTACT NUMBER 225-771-4093

NUMBER OF EMPLOYEES SUPERVISED, (if any) 0

HR USE ONLY: STATUS (circle one): EXEMPT NON-EXEMPT

GUIDELINES: All employees, students, graduate assistants being employed through the use of this form are to report to and be cleared by the Human Resources before any employment is offered and before starting to work. All students are to bring with them clearance from the Financial Aid office, Statement of Account (fee receipt), and a class schedule. All prospective employees/students must bring a pictured ID, social security card, birth certificate, certificate of naturalization, resident alien card, H1-B and J-1 visas, passport, and F-1/I-94. The latter six (6) documents do not apply to U.S. Citizens.

Documentation must be provided for review and approval by Human Resources before employment is offered.

CLASS OF EMPLOYMENT (VISA STATUS):

<u>TYPE</u>	<u>CODE</u>	<u>EXPIRES</u>
United States Citizen/Certificate of Naturalization	US	
Resident Alien	RA	
H-1 Visa (Distinguished Merit & Ability)	H1	
J-1 Visa (Exchange Visitor Program)	J1	
F-1 Visa (Student Emp. FT Student at S.U.)	F1	
OPT (F-1 Visa-INS Prior Approval-“Practical Work Experience”)	F0	

Do Not Write Below This Area
For Human Resource and Budgetary Control Use Only!

PAF APPROVAL PROCESS CHECKLIST (Must have the information outlined below):

- Approved Position Vacancy Authorization Form (applicable for new and replacement positions)
- Position Vacancy Announcement (position advertised before processing PAF, if applicable)
- Application for Employment Form Admin/Fac/Uncl Positions (Civil Service Application for classified employees)
- Authority to Release (signed by employee) (submitted to Human Resources with Criminal/Background Check form)
- Supervisory Criminal/Background Check Form (completed by employee/ verified and signed by supervisor)
- Exemptions Survey Form (signed by employee and budget head)
- Proposed Employee Appointment
- Proposed Employee Clearance
- Restricted/ Job Appointment/CS Rule 6.5g Letter of Justification (for classified, if applicable)



SOUTHERN UNIVERSITY AND A&M COLLEGE SYSTEM

J.S. CLARK ADMINISTRATION BUILDING
4TH FLOOR
BATON ROUGE, LOUISIANA 70813

OFFICE OF THE
PRESIDENT - CHANCELLOR
(225) 771-4680

FAX NUMBER
(225) 771-5522

August 16, 2021

VIA HAND DELIVERY

Dr. Ray L. Belton
President-Chancellor
Southern University and A & M College System
J.S. Clark Administration Building, 4th Floor
Baton Rouge, Louisiana 70813

Re: Position Authorization and Search Waiver - Associate General Counsel

Dear Dr. Belton:

The loss of our previous Associate General Counsel & Executive Director for Compliance and Ethics exposed an area where we could strengthen operations and delivery. In an effort to thwart attrition and continue to provide timely and quality legal representation, I'm requesting the consideration of having two Associate General Counsel. One would be Associate General Counsel over Procurement, Contracts, Leases, and Public Records. The other would be over Civil Rights, Employment Law, and Policies and Procedures. I have identified an exceptional candidate to fill the position of AGC over Civil Rights, Employment Law and Policies and Procedures. This letter is submitted to request authorization to divide the Associate General Counsel position into two, waive the search for both positions, and appoint Ashley N. Butler to the position of AGC over Civil Rights, Employment Law and Policies and Procedures.

Ms. Butler has been a practicing attorney for over seven years. Her experience includes the preparation, review and negotiation of contracts and other legal documents for the Department of Education and the Recovery School District, proactively implementing procedures that will mitigate potential legal exposure, and collaborating with the Louisiana State Board Elementary and Secondary Education. Ms. Butler's substantive knowledge of state and federal laws as it relates to education, will be an added benefit to the System. Ms. Butler would be AGC over Civil Rights, Employment Law, and Policies and Procedures.

Ideally these positions need to be filed expeditiously due to the volume of work the Office of General Counsel handles and the newly enacted laws affecting higher education. Hiring Ms. Butler without the need of a search will continue to allow us to provide timely and thoughtful guidance to the administration and reduce liabilities and losses across the System.

"Five Campuses, One Vision... Global Excellence"

WWW.SUS.EDU

Dr. Belton
Re: Search Waiver
Butler
August 16, 2021
Page 2

Considering the foregoing, I request that you divide the position of AGC and Executive Director for Compliance and Ethics into two (AGC over Procurement, Contracts, Leases, and Public Records and AGC over Civil Rights, Employment Law, and Policies and Procedures), authorize a waiver of a formal search and appoint Ashley Butler as Associate General Counsel at a salary of \$80,000. As such, I am also requesting this matter be placed on the Board of Supervisors' agenda for approval at its August 2021 meeting.

All applicable application materials are attached to this request. I would appreciate your consideration and approval.

Sincerely,



Corinne M. Blache
General Counsel

APPROVED: 

Dr. Ray L. Belton, President/Chancellor

PROFESSIONAL EXPERIENCE

- Sept 2018-Present Attorney-Louisiana Department of Education, Baton Rouge, LA**
- Prepare, review and negotiate contracts and other legal documents for the Department of Education and the Recovery School District (RSD), including lease agreements, construction agreements and employment documents
 - Provide legal counsel on matters pertaining to the operation of the RSD such as compliance with building regulations and facilities management agreements
 - Draft and negotiate contracts as well as Memorandum of understanding with various outside entities to provide services to the RSD schools
 - Review confidentiality matters of agreements for compliance with all State and Federal laws
 - Ensure charter school compliance with State and Federal special education law and the Charter Demonstrations law
 - Collaborate with the Louisiana State Board of Elementary and Secondary Education (BESE) pertaining to the operation of Type 2 charter schools
 - Proactively implement procedures that will mitigate potential legal exposure
- June 2016-Sept 2018 Assistant Attorney General-Louisiana Department of Justice, Baton Rouge, LA**
- Conducted written discovery, drafted dispositive and pretrial motions
 - Appeared as lead counsel on hearings in several areas including special exceptions, motions to compel, and summary judgment
 - Deposed plaintiffs and non-parties, prepared and defended clients at deposition, and participated in mediations
 - Provided detailed case analysis and evaluation discussing key legal and factual issues to the client
 - Successfully represented the State of Louisiana during jury and bench trials
- Feb 2015-June 2016 Administrative Law Judge- Louisiana Workforce Commission, Baton Rouge, LA**
- Conducted administrative hearings as defined by Louisiana Revised Statutes of 195. Title 23, Chapter 11
 - Drafted final orders including summary of testimony, findings of act and the final disposition of administrative hearings
 - Examined legal and administrative documents, rules on admissibility of evidence, submitted objections and exceptions, resolved procedural questions, and granted or denied postponements and continuances

ADMISSIONS, AFFILIATIONS AND SERVICE

Admittance: Louisiana State Bar, November 2014

Membership: Louisiana State Bar, *Member*, November 2014 – present

Baton Rouge Bar Association, *Member*, November 2014 - present
Young Lawyers Section Council, *Secretary*, 2016 – present
Young Lawyers Section *Member*, 2014-present

Louis A. Martinet Legal Society, *Member*, 2014-present

EDUCATION

Southern University Law Center, Baton Rouge, LA

Juris Doctor - May 2014

- Southern University Law Center Moot Court Board, Parliamentarian
- Journal of Race, Gender and Poverty, Articles Editor
- CALI Award Recipient, Trial Advocacy

Columbia College, Columbia, SC

Bachelor of Arts in Psychology with a minor in Child and Family Studies - May 2008

- Pre-law Society, Chairperson

REFERENCES AVAILABLE UPON REQUEST

SOUTHERN UNIVERSITY - BATON ROUGE, LA 70813

SUS SUBR SULAC SUAREC SUNO SUSLA

POSITION VACANCY AUTHORIZATION

REQUEST THAT THE POSITION TITLE AGC- Civil Rights, Employment Law, and Policies and Procedures AS DESCRIBED BELOW

BE AUTHORIZED AS A VACANCY FOR Office of General Counsel
(Department or Unit)

- | | | |
|--|--|---------------------------------------|
| <input type="checkbox"/> Replacement | <input checked="" type="checkbox"/> New Position | <input type="checkbox"/> Unclassified |
| <input type="checkbox"/> Civil Service | <input type="checkbox"/> Temporary | <input type="checkbox"/> Faculty |
| <input type="checkbox"/> Tenured | <input type="checkbox"/> Probationary (For Faculty this is same as tenure track) | |

- Source of Funds
- | |
|--|
| <input type="checkbox"/> State |
| <input type="checkbox"/> Grant -in-Aid |
| <input type="checkbox"/> System Revenue |
| <input type="checkbox"/> Agency Fund State |

VACANCY DESCRIPTION AND JUSTIFICATION

(Include rank (for faculty) and approximate salary; initiator of form must have prior approval of salary/salary range with the appropriate Vice-Chancellor, Chancellor and/or President. Salaries for classified positions must be approved through Human Resources).

See attached job description and responsibilities.

Salary/Range: \$75,000 – 85,000 Previous Incumbent (if replacement): Jeremy R. Gathe

X Approved _____ Disapproved _____
C. Blache 8/16/21
Department Head Date

_____ Approved _____ Disapproved _____
Dean/Director/Supervisor of Budget Unit Date

FINANCE/BUDGET OFFICE ONLY	
Funds Available	
_____ Yes	_____ No
Signature	Date
Budget Number	

HUMAN RESOURCES OFFICE ONLY			
Existing/Approved Position			
_____ Yes		_____ No	
Employee Class:		Job Class:	
Verified By:			Date:

_____ Approved _____ Disapproved _____
Vice Chancellor Date

_____ Approved _____ Disapproved _____
Chancellor/Vice President Date

_____ Approved _____ Disapproved _____
President Date

An Equal Opportunity Employer

JOB CLASS			
JOB CODE			
CAL ID			

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form

POSITION NUMBER					
-----------------	--	--	--	--	--

CAMPUS: SUS SUBR _____ SULAC _____ SUAREC _____ SUNO _____ SUSLA _____

EMPLOYMENT CATEGORY: 9-MONTH _____ 12-MONTH OTHER _____ (Specify) _____

Academic Non-Academic Civil Service
 Temporary Part-time (_____ % of Full Time) Restricted
 Tenured Undergraduate Student Job Appointment
 Tenured Track Graduate Assistant Probationary
 Other (Specify) _____ Retiree Return To Work Permanent Status

Previous Employee Jeremy R. Gathe Reason Left Resigned
 Date Left 07/05/2021 Salary Paid \$95,000

Profile of Person Recommended

Length of Employment _____ To _____
 Effective Date 09/07/2021

Name Ashley N. Butler SS# _____ Sex F Race* B
(Last 4 digits only)

Position Title: AGC- Civil Rights, Risk Management, Department: SUS - Office of the President/Chancellor
Employment Law, Policies and Procedures

Check One Existing Position New Position *Visa Type (See Reverse Side): _____
 Expiration Date: _____

(Position vacancy authorization form must be processed and approved to fill existing and new positions. Position must be advertised before processing PAF, if applicable.)

Years Experience 7 Southern University Experience 0

Degree(s):	Type/Discipline (BA-Education):	Institution/Location (SU-Baton Rouge):	Year:
	<u>BA - Psychology</u>	<u>Columbia College</u>	<u>2008</u>
	<u>JD - Law</u>	<u>Southern University Law Center</u>	<u>2014</u>

Current Employer State of Louisiana- Department of Education

Personnel Action

Check One New Appointment Continuation Sabbatical Leave of Absence
 Transfer Replacement Other (Specify) _____

Recommended Salary \$80,000 Salary Budgeted \$80,000

Source of Funds _____

Identify Budget: _____ Location _____
 Form Code: _____ Page _____ Item # _____

Change of: From _____ To _____

Position _____
 Status _____
 Salary Adjustment _____

Financial Aid signature (if, applicable):

List total funds currently paid this employee by Southern University:

*See Reverse Side

Comments: (Use back of form)

Source of Funds	Amount

*See Reverse Side

Graduate School signature (if, applicable):

Supervisor _____ Date _____

CB Blache 8/16/21
 Dean/Unit Head Date

Vice Chancellor _____ Date _____

J. Anderson McCarty _____
 Chancellor Date

Director/Personnel _____ Date _____

Vice President/Finance Date
 Business Affairs/Comptroller

President _____ Date _____

Chairman/S.U. Board of Supervisors Date

Associate General Counsel

To support Southern University and A&M College System's leadership in fulfilling its mission and commitments to the highest standards of ethics and integrity and to the principles of equal access and equal opportunity. To that end, the candidate will work cooperatively with campuses within the system to:

1. Promote and enhance a climate that ensures equal access and equal opportunity for all members of the University community and participants in its activities and service.
2. Promote and enhance a culture of ethical behavior and compliance with applicable policies, laws and regulations.
3. Reduce liabilities and losses associated with failures to comply with applicable laws and regulations.

Reporting to the General Counsel, the position is responsible for overseeing and coordinating system-wide compliance activities, including the evaluation and monitoring of the university's operational and strategic risks, as well as seeking to ensure that the university and its employees are complying with federal regulatory requirements, as well as internal policies and procedures.

Minimum Qualifications:

1. Juris Doctorate degree
2. 2+ years of relevant experience as inside or outside counsel, ideally supporting universities or boards/commissions.
3. Experience in structuring, drafting, and negotiating a wide variety of commercial contracts.
4. Demonstrated ability to prioritize and handle multiple tasks, and deliver results in a fast-paced, deadline-driven environment.
5. Experience working on compliance and regulatory requirements in a higher education and government environments will be considered highly valuable.
6. Investigatory experience, excellent verbal and written communication skills required, as are strong presentation, interpersonal skills, and an ability to work collaboratively with various campus representatives.
7. Member in good standing of the Louisiana Bar Association.
8. Energetic, self-starting problem-solver who can work collaboratively and autonomously.

Compensation:

\$75,000 - \$85,000 - Based on a review of similarly situated universities, both in size and scale of operations.

Job Duties and Responsibilities:

1. Review, modify as appropriate, and ensure compliance with civil rights, system policies and procedures, and employment law.
2. Draft terms and conditions in agreements.
3. Research legal issues impacting the organization by identifying applicable statutes, judicial decisions, and codes.
4. Perform pre-litigation work to minimize risks and maximize legal rights.
5. Develop solutions to legal questions.
6. Provide training to university and its affiliates on substantive legal topics.
7. Anticipates, listens to, understands and responds to the needs of members of the University community.
8. Deliver quality work product and services in a way that reflects positively upon the system.
9. Keep abreast of higher education laws and regulations, including Title IX, FERPA, Clery Act, and ADA.
10. Monitor and implement as necessary policies and procedures in compliance with state and federal regulatory oversight.
11. Monitor risk assessments and as appropriate, develop solutions to ensure compliance and minimize risk.
12. Foster a university culture that does not tolerate illegal or unethical behavior and prompts faculty and staff to consider the potentially adverse consequences of unethical conduct.
13. Build collaborative relationships with personnel across the university system and foster a collegially through excellent written and verbal communication skill.
14. Meet system needs by demonstrating an ability to multi-task, organize, and plan in accordance to the task assigned.
15. Meet system needs by demonstrated fiscal responsibility.
16. Reduce the risks of non-compliance, while increasing the likelihood of early detection and correction.
17. Provide a source of best practices and assistance for the entire university community.
18. Assumes additional responsibilities and performs special projects as needed or requested.



Office of the Executive Vice Chancellor

J.S. Clark Administration Building
Post Office Box 9820
Baton Rouge, Louisiana 70813
Office: 225 771-2360

July 10, 2021

Dr. Ray L. Belton
President & Chancellor
Southern University
Baton Rouge, LA 70813

RE: Request to Change Job Title to Assistant Vice Chancellor from Assistant to Senior Associate Vice-Chancellor, Academic Affairs, Southern University A & M College, Baton Rouge, LA

Dear President Belton,

Kindly consider my request to change the job title for Dr. Jocelyn D. Harrison who presently serves as the Assistant to the Senior Associate Vice Chancellor for Academic Affairs. Her proposed title is that of Assistant Vice Chancellor for Academic Affairs. Dr. Harrison over the last two years has demonstrated proficiency and ability to address academic issues independently and has taken the initiative to implement several activities that resulted in digitizing forms and processes that were inefficient and prone to error. She should receive due credit and accolades for implementing Concourse, our new digitized syllabus management system.

Dr. Jocelyn Harrison as Assistant Vice Chancellor will still report to the Senior Associate Vice Chancellor but will have more defined responsibilities. At the discretion of her immediate supervisor she will coordinate activities related to students and manage the tenure-promotions and appointment to the Chair Professors position. Until the time we select a person to serve as Senior Associate Vice Chancellor Dr. Harrison will report to me.

Dr. Harrison's change in title is better aligned with the organizational structure that we need in the Academic Affairs Division. She is appropriately qualified and has the right mix of academic and administrative experience to very meaningfully contribute to,

assure continuity, and manage the workflow with minimal disruption. Further, she will not require any additional training to understand the expanded need in academic affairs and to operate guided by existing policies and processes.

In her new position as Assistant Vice-Chancellor Dr. Harrison will assist with coordinating the recruitment, retention and review of probationary faculty. She will ensure that the promotion and tenure review process at our university is completed timely as per policy. Dr. Harrison will also (2) coordinate the appointment, the performance and the compensation of endowed chairs and professors. The job description also includes organizing faculty development programs, managing curricular, including program review and assisting with institutional and specialized accreditations. More tasks and responsibilities may be assigned upon subsequent review of emerging needs.

Dr. Joycelyn's Curriculum Vitae is attached for your review. I am offering her a revised salary of \$105,000 for twelve-month period. The proposed salary will not need any extra allocation as I am transferring funds from another position in my office. Kindly allow this change in title and the salary to better serve the needs of the Academic Affairs Division. Thank you for your time and your kind attention.

With kindest regards,



Bijoy K Sahoo

APPROVED: Ben Pugh
Mr. Benjamin Pugh
Vice Chancellor for Finance and Administration

DATE: 8/13/21

APPROVED: Ray L. Belton
Ray L. Belton, Ph.D.
President-Chancellor

DATE: 8/17/21

JOB CLASS				
JOB CODE				
CAL ID				

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form

POSITION NUMBER	2	M	9	7	7	9
-----------------	---	---	---	---	---	---

CAMPUS: SUS ___ SUBR X SULAC ___ SUAREC ___ SUNO ___ SUSLA ___

EMPLOYMENT CATEGORY: 9-MONTH ___ 12-MONTH X OTHER ___ (Specify) ___

Academic Non-Academic Civil Service
 Temporary Part-time (___ % of Full Time) Restricted
 Tenured Undergraduate Student Job Appointment
 Tenured Track Graduate Assistant Probationary
 Other (Specify) Retiree Return To Work Permanent Status

Previous Employee Same Reason Left Continuation
 Date Left _____ Salary Paid _____

Profile of Person Recommended

Length of Employment 07/01/2021 To _____
 Effective Date 07/01/2021

Name Joycelyn Harrison SS# _____ Sex F Race* B
(Last 4 digits only)

Position Title: Assistant Vice Chancellor Department: Academic Affairs

Check One Existing Position *Visa Type (See Reverse Side):
 New Position Expiration Date: _____

(Position vacancy authorization form must be processed and approved to fill existing and new positions. Position must be advertised before processing PAF, if applicable.)

Years Experience 44 Southern University Experience 29

Degree(s):	Type/Discipline (BA-Education):	Institution/Location (SU-Baton Rouge):	Year:
	PhD-Vocational Education	Louisiana State University-Baton Rouge	2000
	MA-Education/Counseling	Southern University and A&M College-Baton Rouge	1981
	BA-Elementary Education	Southern University and A&M College-Baton Rouge	1977

Current Employer SU-Baton Rouge

Personnel Action

Check One New Appointment Continuation Sabbatical Leave of Absence
 Transfer Replacement Other (Specify) Change of Title & Salary

Recommended Salary 105,000 Salary Budgeted _____

Source of Funds Academic Affairs

Identify Budget: 22012 Location _____
 Form Code: _____ Page _____ Item # _____

Change of: _____
 Position Assistant to VC From To Assistant Vice Chancellor
 Status _____
 Salary Adjustment 82,400 105,000

Financial Aid signature (if, applicable):

List total funds currently paid this employee by Southern University:

*See Reverse Side
 Comments: (Use back of form)

Source of Funds	Amount
22012	105,000

*See Reverse Side G te School signature (if, applicable):

Supervisor [Signature] Date 7/29/2021 Dean/Unit Head [Signature] Date 7/29/2021
 Vice Chancellor [Signature] Date 8/4/2021 Chancellor [Signature] Date 8/4/21
 Director/Personnel [Signature] Date _____ Vice President/Finance [Signature] Date _____
 Business Affairs/Comptroller _____
 President _____ Date _____ Chairman/S. U. Board of Supervisors _____ Date _____

This information is requested solely for the purpose of determining compliance with Federal Civil Rights Laws and does not affect employment consideration.

ETHNIC ORIGIN (Please check one):

Hispanic or Latino Non-Hispanic or Non-Latino

RACE (Please check all that apply):

White, not of Hispanic origin. A person having origins in any of the original people of Europe, North Africa, or the Middle East.

Black, not of Hispanic Origin. A person having origins in any of the Black racial groups of Africa.

Hispanic. A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origins, regardless of race.

Asian or Pacific Islander. A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native. A person having origins in any of the original peoples of North American, and who maintains cultural identification through tribal affiliation or community recognition.

COMMENTS: Position title is changing from Assistant to Vice Chancellor; to Assistant Vice-Chancellor in accordance to approval of President/Chancellor. There will also be a salary adjustment.

EMPLOYEE REGULAR WORK SCHEDULE: 8:00 A.M.-5:00 P.M. Monday-Friday
EMPLOYEE DIRECT SUPERVISOR: Dr. Bijoy Sahoo
SUPERVISOR/DEPARTMENT CONTACT NUMBER 771-2360
NUMBER OF EMPLOYEES SUPERVISED, (if any) _____

HR USE ONLY: STATUS (circle one): EXEMPT NON-EXEMPT

GUIDELINES: All employees, students, graduate assistants being employed through the use of this form are to report to and be cleared by the Human Resources before any employment is offered and before starting to work. All students are to bring with them clearance from the Financial Aid office, Statement of Account (fee receipt), and a class schedule. All prospective employees/students must bring a pictured ID, social security card, birth certificate, certificate of naturalization, resident alien card, H1-B and J-1 visas, passport, and F-1/I-94. The latter six (6) documents do not apply to U.S. Citizens.

Documentation must be provided for review and approval by Human Resources before employment is offered.

CLASS OF EMPLOYMENT (VISA STATUS):

<u>TYPE</u>	<u>CODE</u>	<u>EXPIRES</u>
United States Citizen/Certificate of Naturalization	US	
Resident Alien	RA	
H-1 Visa (Distinguished Merit & Ability)	H1	
J-1 Visa (Exchange Visitor Program)	J1	
F-1 Visa (Student Emp. FT Student at S.U.)	F1	
OPT (F-1 Visa-INS Prior Approval-"Practical Work Experience")	F0	

Do Not Write Below This Area
For Human Resource and Budgetary Control Use Only!

PAF APPROVAL PROCESS CHECKLIST (Must have the information outlined below):

- Approved Position Vacancy Authorization Form (applicable for new and replacement positions)
- Position Vacancy Announcement (position advertised before processing PAF, if applicable)
- Application for Employment Form Admin/Fac/Uncl Positions (Civil Service Application for classified employees)
- Authority to Release (signed by employee) (submitted to Human Resources with Criminal/Background Check form)
- Supervisory Criminal/Background Check Form (completed by employee/ verified and signed by supervisor)
- Exemptions Survey Form (signed by employee and budget head)
- Proposed Employee Appointment
- Proposed Employee Clearance
- Restricted/ Job Appointment/CS Rule 6.5g Letter of Justification (for classified, if applicable)

JOYCELYN DENISE HARRISON

QUALIFICATIONS SUMMARY

- More than 44 years in the education arena with a record of significant achievement and professional advancement in teacher education reform, student affairs, academic affairs, faculty and instructional development, professional development and training, program monitoring and evaluation
- Ability to work collaboratively with businesses, industries, and other agencies to produce positive outcomes
- Ability to direct operating entities to develop and implement strategic plans
- Successful grant writing initiatives

PROFESSIONAL EXPERIENCE

8/2019 – Present

**Assistant to the Senior Vice-Chancellor for Office the Academic Affairs
Southern University and A & M College**

Program Prioritization Taskforce

- Serve as Co-Chair with Dr. Bijoy Sahoo
- Schedule meetings for the taskforce
- Write the final report of the taskforce accomplishments

Teacher Education Taskforce

- Serve as the coordinator of the taskforce
- Work collaboratively with the taskforce chair
- Schedule the meetings and logistics for the taskforce
- Write the final report, in conjunction with the task force chair

Retention, Tenure, and Promotion Committee

- Serve as the coordinator of the committee
- Work collaboratively with the committee chair
- Update and submit documents for approval of the policy for the Retention, Tenure, and Promotion processes
- Schedule the meetings and logistics for the committee's operations
- Write procedures and best practices for the committee's operations
- Maintain the committee members appointments and tenure on the committee
- Convert the application from paper submission to an electronic submission
- Establish and adhere to the timelines for the application admission processes
- Prepare documentation for Tenure and Promotion recipients to be submitted for approval for the Southern University Board of Supervisor

Digitalization Committee

- Established the committee
- Serve as the chair of the committee
- Schedule the meetings and logistic for the committee
- Work collaboratively with the committee members to develop policy, procedures, and best practices for digitalization for office processes

- Establish faculty and staff professional developments
- Revise all Academic Affairs forms that require completion, converting them from paper/pencil to digital documents with the approval of the Academic Deans and the Academic Council
- Establish a format for digital office utilization, includes of necessary software and equipment

Convocation Planning Committee

- Establish the agenda for the convocation
- Work with the other committee members on the task assigned
- Assist with process and procedures for expediting the event

Concourse Implementation and Management

- Co-Chair the establishment, development, and implementation of Concourse for the SUBR Campus
- Schedule all meetings and training sessions for the implementation processes
- Work collaboratively with the Concourse staff, deans, faculty, and staff for the implementation of converting to the use of Concourse syllabi
- Continuously work with IT to ensure the smooth operations of all components of the Concourse implementation
- Monitor the use of Concourse by university faculty
- Make the university update to the syllabi, as needed
- Provide continuous professional development to faculty for effective use of Concourse

Endowed Professorships and Endowed Chairs

- Serve as the coordinator of the committee
- Work collaboratively with the college deans regarding the application process
- Update and submit for approval the policy for the Endowed Professorship and Endowed Chairs
- Write procedures and best practices for the endowed professor and endowed chairs processes
- Convert the application from paper submission to an electronic submission
- Establish and adhere to the timelines for the application admission processes

Student Concerns

- Have the office staff to date stamp student concerns received in the Office of Academic Affairs
- Address student concerns received in the Office of Academic Affairs with 48 hours
- Keep records of the concerns that are addressed by colleges and by departments
- Provide periodic reports in the Academic Deans and Academic Council meetings regarding student concerns
- Implement processes that can help eliminate students concerns, when possible

Student Grievances

- Receive, after being date stamped in, the student grievances that have been through the process before coming to the Office of Academic Affairs
- Notify the student upon receipt of the grievance
- Follow the timelines for the review period
- Forward the grievance back to the student upon completion of the review

Late Graduation Applications

- Have the office staff to date stamp graduation applications received in the Office of Academic Affairs
- Review, approve or deny applications
- Forward applications to the next department
- Keep a log of the request by colleges and departments.

Course Substitution

- Have the office staff to date stamp course substitutions received in the Office of Academic Affairs
- Review, approve or deny
- Forward to the next level
- Keep a log of the request by colleges and departments

Course Withdrawals

- Have the office staff to date stamp course withdrawals received in the Office of Academic Affairs
- Review, approve or deny
- Forward to the next level
- Keep a log of the request by colleges and departments

Course Overrides

- Have the office staff to date stamp course overrides received in the Office of Academic Affairs
- Review, approve or deny overrides
- Forward to the next department
- Keep a log of the request by colleges and departments

Course Overload

- Have the office staff to date stamp course overloads received in the Office of Academic Affairs
- Review, approve or deny overloads
- Forward to the next level department
- Keep a log of the request by colleges and departments

Academic Clemency

- Have the office staff to date stamp academic clemency received in the Office of Academic Affairs
- Review, approve or deny clemency
- Forward to the next level department
- Keep a log of the request by colleges and departments

Human Resources Faculty Hiring Processing

- Assist the deans with the hiring of new faculty for their respective colleges
- Work with Human Resources for the posting of the new faculty positions
- Keep records of vacant positions in the various colleges

Professional Development for Department Chairs

- Plan and implement professional development for department chairs
- Survey the needs for further professional development training

Academic Dean's Council

- Attend the meeting
- Participate in task developments
- Other Duties as Assigned

Academic Council

- Attend the meeting
- Participate in task developments
- Other Duties as Assigned

8/2013 – 8/2019

Department Chair

**School of Education, Department of Counseling and Educational Leadership
Southern University and A&M College**

- Manage the academic, research, administrative and fiscal affairs of the department under the supervision of the Dean
- Serve as a liaison between the department and university administration.
- Maintain a collegial environment, which promotes professional development of the faculty and promotes optimal career patterns.
- Assist with meeting the needs of a diversity faculty
- Enforce the policies that promote the fulfillment of the University and college

4/2007 – 12/2013

President

Compass Consultants, LLC

- Provide technical assistance for grant writing and capacity-building solutions for nonprofits, foundations, and government agencies.
- Utilize a 360-degree approach to assess organizations' consulting needs. Services include certifications, change management, facilitation, financing, fundraising, grant writing, performance evaluation, requests for proposal process, resource development, and trainings.
- Work with organizations to build a sound infrastructure, increase internal capacity, and position the organization for long-term self-sustainability.
- Conduct thorough organizational assessments and tailor services to address the unique realities and needs of organizations
- Provide technical assistance and strategic advisory services.

8/2006 – 4/2007

Executive Director

Greater Baton Rouge Literacy Coalition

- Managed the organization's staff operations and resources to ensure that the mission of the agency was successfully implemented.
- Supervised and evaluated the staff
- Managed affiliate financial matters
- Assisted with the development of new activities and events
- Prepared and reported on grant applications
- Established and maintained relationships with community members

7/2002 – 8/2006

District II Dean of Student Affairs

Louisiana Community and Technical College System (LCTCS)

- Coordinated and supervised the delivery of student affairs at six campuses within District II
- Served on the advisory council for the Vice-Chancellor of Student Affairs and supervised student affairs directors at six campuses within the district
- Conducted performance evaluation and assisted campus deans in the resolution of student complaints, grievances, and disciplinary actions
- Supervised staff for the delivery of all student affairs programs, including financial aid, admissions, records, job placement counseling and assistance, academic advising, and student life
- Reviewed completer exit interviews, post-completion follow-up surveys, and alumni relations
- Coordinated student affairs requirements and programs with individual campus deans, administrators, and provosts

7/2001 - 11/2004

Dean

Louisiana Community and Technical College System - Westside Campus (Main Campus) Port Allen Branch, Elayn Hunt Correctional Center, and Louisiana Correctional Institute for Women Extensions

- Managed academic affairs student affairs, finance, administration as well as facilities, security, and safety on the Louisiana Technical College Westside campus
- Provided administrative oversight and direction for the campus within the mission and scope of the Louisiana Community and Technical College System (LCTCS)
- Prepared a business plan for the campus
- Developed and managed budgets and financial affairs in conjunction with appropriate staff
- Coordinated space utilization, administering campus use and service contracts Recommended employment of campus personnel pending appropriate approvals and ensuring correct interpretation and application of personnel performance
- Evaluated and implemented personnel policies, as well as oversight of the quality assurance of instructional programs in coordination with the District Dean of Instruction
- Coordinated articulation efforts with the K-12 system
- Maintained compliance with accrediting agency policies and procedures, initiation and coordination of community relations and economic development
- Supervised student affairs concerns in conjunction with the Vice-Chancellor of Student Affairs,
- Assisted with the resolution of faculty and staff complaints, grievances, and disciplinary actions

11/2000 - 6/2001

Interim Dean

Louisiana Community and Technical College System - Westside Campus (Main Campus) Port Allen Branch, Elayn Hunt Correctional Center, and Louisiana Correctional Institute for Women Extensions

- Provided the same administrative support and supervision as well as the instructional management listed above.

11/2000 - 6/2001

Assistant Dean

Louisiana Community and Technical College System - Westside Campus (Main Campus) Port Allen Branch, Elayn Hunt Correctional Center, and Louisiana Correctional Institute for Women Extensions

- Assisted the Dean in the administration of the Louisiana Technical College - Westside Campus, its branch, and extensions
- Provided instructional management techniques that enhanced a positive organizational climate conducive to learning

1999 – 2000

Program Director for Adult Education

Developmental Education and Career Guidance

Louisiana Community and Technical College System

- Developed, implemented, and coordinated a comprehensive developmental plan for the LCTCS in consultation with the Developmental Education programs offered in higher education institutions throughout Louisiana
- Provided, in collaboration with the Perkins Articulation Officers, leadership in the planning of two statewide articulation models to include: (1) Adult Education and (2) Career Guidance, which spans both Secondary and Postsecondary Education in Louisiana
- Participated in the state and national Guidance Counselors Association (secondary and postsecondary organizations) and the state and national Association of Adult Education.
- Identified and communicated with the LCTCS Vice-President of Instruction and Learning, through the Director of Vocational-Technical Education about national trends and standards in Adult Education, Developmental and Career Guidance

1998 – 2013

Adjunct Professor

Continuing Education

Southern University and A&M College

- Taught psychological foundation courses undergraduate and graduate courses in behavior studies.

1992 – 1999

Program Manager (Guidance Counseling/Special Populations)

Louisiana Department of Education

- Administered the Career Guidance and Vocational Counseling Program and coordinated and monitored services and activities for special populations and guidance counseling,
- Addressed the needs of counselors and special populations' coordinators through professional development activities
- Provided technical assistance and recommendations for developing, enhancing and implementing career guidance and vocational counseling, special populations' components of educational and community-based institutions.
- Served as acting Administrator for the Sex Equity and Single Parents Program, Displaced Homemakers, and Single Pregnant Women Program from 1993-1994.
- Administered programs by providing technical assistance and advice to community-based secondary and postsecondary institutions.

1984 – 1991

Southern University and A&M College, Baton Rouge, Louisiana

During the period 1984-1991, served in the following positions at Southern University-Baton Rouge campus:

Faculty Member Mentor

- Mentored up to 20 students per semester who were on academic probation;

Principal Investigator for the Grant Program

- Assisted with the Reformation of the Teacher Education Instructional Program for Improved Performance on the Examination for Southern University

Director of the COPE Center

- Operated a computer laboratory for the preparation of students scheduled to take the National Teachers Examination;

Title III Grant Program Project Director - Strengthening Historically Black Colleges and Universities

- Purchase of equipment for educational activities;

National Teachers Examination (NTE) Coordinator

- Developed and implemented an innovative NTE preparation program defining five substantive areas: Student Assessment, Faculty Development, Curriculum Reform, Instructional Development, and Program Monitoring and Evaluation.
- Devised strategies for successful completion of the NTE requirements. Also, served as a staff member for the Dean of the College of Education; and

Instructor - Behavioral Studies and Educational Leadership

- Taught Adolescent Psychology, Child Psychology, Educational Psychology, Assertiveness Training, Counseling the Culturally Different, and Clinical Assessment courses

1977 – 1984

Experience in the following Educational Arenas:

Durham County Schools - North Carolina - School Psychology Externship

- Assessed children with behavioral and/or learning disabilities
- Assisted with intervention and remediation procedures.

University of North Carolina at Chapel Hill - Graduate Assistant

- Assisted in the organization and supervision of early field experiences in psychology of childhood courses
- Provided direct supervision of field assignments and activities

University of North Carolina at Chapel Hill - Doctoral Fellowship

- Worked with a renowned professor in school psychology providing research assistance in areas of assessment and peer tutoring.

East Baton Rouge Parish School System, Louisiana - Elementary School Teacher

- Taught 2nd and 3rd grade combination classes and 4th grade Reading and Mathematics.

St. Charles Parish Schools - Norco, Louisiana - Elementary School Teacher

- Taught 4th Grade self-contained class.

New Castle County Schools, Newark, Delaware - Middle School Teacher

- Taught Mathematics, Chemistry and Physics

EDUCATIONAL TRAINING

Louisiana State University, Baton Rouge, Louisiana

Doctoral of Philosophy (May 2000)

Major: Vocational Education

Southern University and A&M College, Baton Rouge, Louisiana

Matriculated in Doctoral Program (1986-1991)

Major: Special Education (Behavioral Disorders)

Lincoln University / Grambling State University

Grantsmanship Training (September 1991)

Sonoma State University

Critical Thinking (April 1991)

University of North Carolina at Chapel Hill

Matriculated in Doctoral Program Major: School

Psychology (1982-1984)

Southern University and A&M College, Baton Rouge, Louisiana

Master of Education (August 1981)

Major: Counseling

Southern University and A&M College, Baton Rouge, Louisiana

B.A. in Elementary Education (August 1977)

Minor: Mathematics

DIVISION OF INFORMATION TECHNOLOGY



Southern University and A&M College

P. O. Box 12891
Baton Rouge, Louisiana 70813
(225) 771-3935 (Voice)
(225) 771-2883 (Fax)

2 August 2021

Dr. Ray L. Belton
President-Chancellor
Southern University System
Baton Rouge, LA 70813

RE: Replacement Appointment for Network Technical Engineer Position

I am requesting your support to hire a replacement for the Network Technical Engineer position within the Division of Information Technology. The previous occupant, Ms. Kamilah Stroy, left for a better offer at Prairie View University, underscoring the continuing challenges to recruiting and retaining employees. I would like to emphasize we have lost some valuable employees over the past few years due to compensations that are out of line with competition.

I have decided on a suitable replacement from within for this job in the person of Mr. Brandon Johnson. Mr. Johnson has fourteen (14) years of experience in similar tasks and currently serves as the university Network-Video Services Administrator. I found Mr. Johnson worthy of promotion due to his impeccable work ethics and dependability, in addition to his experience. I believe Brandon will be able to continue providing much needed technical services in his new assignment with minimal orientation.

Your favorable endorsement of this request and a waiver of search will be greatly appreciated. I am available to clarify any inquiries you may have. Thank you.

Sincerely,

Gabriel Fagbeyiro, Ed.D.
Associate VP/CIO

Approved:

Dr. Ray Belton, President-Chancellor

Date

Mr. Benjamin Pugh, V.C. – Finance

Date

xc: Mr. Flandus McClinton, Vice President for Finance

JOB CLASS			
JOB CODE			
CAL ID			

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form

POSITION NUMBER	2	M	9	5	0	3
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CAMPUS: SUS _____ SUBR SULAC _____ SUAREC _____ SUNO _____ SUSLA _____

EMPLOYMENT CATEGORY: 9-MONTH _____ 12-MONTH _____ OTHER _____ (Specify) _____

Academic Non-Academic Civil Service
 Temporary Part-time (_____ % of Full Time) Restricted
 Tenured Undergraduate Student Job Appointment
 Tenured Track Graduate Assistant Probationary
 Other (Specify) Retiree Return To Work Permanent Status

Previous Employee Kamilah Story Reason Left Accepted Another Job Offer
 Date Left May 31, 2020 Salary Paid \$61,880.00

Profile of Person Recommended

Length of Employment October 1, 2020 To September 30, 2021
 Effective Date August 1, 2021

Name Brandon Johnson SS# [REDACTED] Sex Male Race* Black
(Last 4 digits only)

Position Title: Network Technical Engineer (2M9503) Department: Div. of Information Technology

Check One Existing Position *Visa Type (See Reverse Side): U S
 New Position Expiration Date: _____

(Position vacancy authorization form must be processed and approved to fill existing and new positions. Position must be advertised before processing PAF, if applicable.)

Years Experience 14 Years Southern University Experience 14 Years

Degree(s): Type/Discipline (BA-Education): BS - Psychology Institution/Location (SU-Baton Rouge): Southern University & A&M College Year: 2005

Current Employer Division of Information Technology - Southern University & A&M College, Baton Rouge, LA

Personnel Action

Check One New Appointment Continuation Sabbatical Leave of Absence
 Transfer Replacement Other (Specify) _____

Recommended Salary \$72,800.00 Salary Budgeted \$72,800.00

Source of Funds Title III - 220429-21091-61002-24100

Identify Budget: 220429-21091-61002-24100 Location Information Technology
 Form Code: Title III - FY 20-21 Page _____ Item # _____

Change of:
 Position From _____ To Network Technical Engineer
 Status _____ Full-Time
 Salary Adjustment _____ \$72,800.00

Financial Aid signature (if, applicable):

List total funds currently paid this employee by Southern University:
 *See Reverse Side

Source of Funds	Amount
220429-21091-61002-24100	\$72,800.00

Comments: (Use back of form)

*See Reverse Side

Graduate School signature (if, applicable):

Daniel Fagundes / s.h. 8/30/21 [Signature] 8/02/21
 Supervisor Date Dean/Unit Head Date

[Signature] 8/9/2021 [Signature] _____
 Vice Chancellor Date Chancellor Date

[Signature] _____ [Signature] _____
 Director/Personnel Date Vice President/Finance Date
 Business Affairs/Comptroller

 President Date Chairman/S.U. Board of Supervisors Date

This information is requested solely for the purpose of determining compliance with Federal Civil Rights Laws and does not affect employment consideration.

ETHNIC ORIGIN (Please check one):

Hispanic or Latino Non-Hispanic or Non-Latino

RACE (Please check all that apply):

White, not of Hispanic origin. A person having origins in any of the original people of Europe, North Africa, or the Middle East.

Black, not of Hispanic Origin. A person having origins in any of the Black racial groups of Africa.

Hispanic. A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origins, regardless of race.

Asian or Pacific Islander. A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native. A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

COMMENTS: Mr. Brandon Johnson will be responsible for ensuring the smooth operation of the enterprise voice, data, and wireless network in order to provide maximum performance and availability for the system users. Assist in designing, installing, maintaining and supporting converged LAN, WAN and VoIP infrastructures. Provides technical support for network systems, creates and maintains network documentation, maintains hardware and software standards, and work projects as needed in order to upgrade and/or improve network-telecom equipment operations and procedures.

EMPLOYEE REGULAR WORK SCHEDULE: 8:00am -- 5:00pm (Monday-Friday) & on call as needed

EMPLOYEE DIRECT SUPERVISOR: Dr. Gabriel Fagbeyiro, AVP/CIO

SUPERVISOR/DEPARTMENT CONTACT NUMBER: (225) 771-5091

NUMBER OF EMPLOYEES SUPERVISED, (if any):

HR USE ONLY: STATUS (circle one): EXEMPT NON-EXEMPT

GUIDELINES: All employees, students, graduate assistants being employed through the use of this form are to report to and be cleared by the Human Resources before any employment is offered and before starting to work. All students are to bring with them clearance from the Financial Aid office, Statement of Account (file receipt), and a class schedule. All prospective employees/students must bring a pictured ID, social security card, birth certificate, certificate of naturalization, resident alien card, H1-B and J-1 visas, passport, and F-1/I-94. The latter six (6) documents do not apply to U.S. Citizens.

Documentation must be provided for review and approval by Human Resources before employment is offered.

CLASS OF EMPLOYMENT (VISA STATUS):

<u>TYPE</u>	<u>CODE</u>	<u>EXPIRES</u>
United States Citizen/Certificate of Naturalization	US	
Resident Alien	RA	
H-1 Visa (Distinguished Merit & Ability)	H1	
J-1 Visa (Exchange Visitor Program)	J1	
F-1 Visa (Student Emp. FT Student at S.U.)	F1	
OPT (H-1 Visa-INS Prior Approval-"Practical Work Experience")	F0	

Do Not Write Below This Area
For Human Resource and Budgetary Control Use Only!

PAF APPROVAL PROCESS CHECKLIST (Must have the information outlined below):

- Approved Position Vacancy Authorization Form (applicable for new and replacement positions)
- Position Vacancy Announcement (position advertised before processing PAF, if applicable)
- Application for Employment Form Admin/Prof/Uncl Positions (Civil Service Application for classified employees)
- Authority to Release (signed by employee) (submitted to Human Resources with Criminal/Background Check form)
- Supervisory Criminal/Background Check Form (completed by employee/verified and signed by supervisor)
- Exemptions Survey Form (signed by employee and budget head)
- Proposed Employee Appointment
- Proposed Employee Clearance
- Restricted/ Job Appointment/CS Rule 6.5g Letter of Justification (for classified, if applicable)

220429-21091-61002-24100-#10,833.32

SOUTHERN UNIVERSITY SYSTEM
OFFICE OF THE ASSOCIATE COMPTROLLER
(I certify that the above purchase(s) is/are)
allowable under the terms and conditions
of the appropriation, budget or award agreement)

AUG 03 2021

Compliance Verified By: CSJ
Enclosed Funds Available By: _____
Date: 8/3/21

BRANDON O. JOHNSON



EDUCATION

SOUTHERN UNIVERSITY AND A&M COLLEGE, **BATON ROUGE, LA**
Bachelors of Science in Psychology (Minor: Human Behavior), 12/2005
Additional Studies: Engineering Psychology (2015)

PROFESSIONAL EXPERIENCE

Jul 2015-Present **SOUTHERN UNIVERSITY** **BATON ROUGE, LA**

Network Video Administrator/Telecommunications Analyst

An **Network Video Administrator/Telecommunications Analyst** responsibility is to provide first and second line technical support to Avaya phone systems and Cable TV system.

- Configure & install VoIP phones/digital phones through SUBR campus & SUS office
- Maintain telephone service for SUBR by testing Avaya circuits, equipment, and alarms
- Responsible for cabling and termination of Cat3, Cat5, Cat6, CATV and various other wiring
- Design & implement CATV Headend systems & equipment for CATV service through SUBR
- To establish strong CATV reception with minimal interference on Southern University's campus
- To provide high quality customer service and productivity
- Cross connect phone lines to establish a link between SUBR and local phone carriers
- Keep accurate records of telephone numbers throughout the SUBR campus
- Make adjustments to SUBR phone system through Avaya Communication Manager
- Liaison between Information Technology and Telephone vendors for dealing with new equipment sales or fixing broken or adding new telephone lines

Jul 2012-Jul 2015 **SOUTHERN UNIVERSITY** **BATON ROUGE, LA**

Information Technology Helpdesk Analyst

A **Helpdesk Analyst/Cable Television Analyst** responsibility is to perform first-level diagnosis and troubleshooting support to end-users and customers

- Configured and supported over 1500+ of Southern's desktop computers
- 1st and 2nd line support—troubleshooting software to hardware, such as Blackberrys, Laptops, PCs and Printers
- Perform repair work to computers and respond to over 100 service calls daily
- Taking receipt of Helpdesk support requests
- Provide high quality customer service and productivity
- Install and configure over 500+ computer workstations annually
- Installed, maintained, and upgraded cable television systems (Headend & CATV nodes)

Jul 2006-Jun 2012

SOUTHERN UNIVERSITY

BATON ROUGE, LA

Cable Television/Network Technician

A Cable Television/Network Technician is responsible for the installation, layout, and maintenance of a data network in campus dormitories & Cable TV components within Southern University.

- Installed, maintained, and upgraded cable television systems (Headend & CATV nodes)
- Designed and tested cable television headend platforms and fiber optic networks
- Accountable for cable television headend systems, VoIP infrastructures, data networks in campus dormitories and fiber optic management
- Conducted research for new innovative cable television services and equipment
- Planned, designed & analysed new technology with vendors to enhance new technological solutions to upgrade current cable tv equipment
- Consulted with users and evaluate requirements, recommend designs, provide cost analyses, plan projects, and coordinate tasks for installation of new CATV structure.

Jan 2003-Jun 2006

SOUTHERN UNIVERSITY

BATON ROUGE, LA

Cable Television Technician Student Employee

A Cable Television Technician Student Employee assists the Cable Television Technician with daily troubleshooting on Cable Tv issues.

- Assisted students with repairing broken cable television and internet outlets in the campus dormitories
- Assisted cable technician with daily projects on SUBR campus
- Assisted students with installing software on personal computers

Feb 2000-Feb 2001

CONVERGY'S

BATON ROUGE, LA

Customer Service Representative

A Customer Service Representative provides timely and accurate information to incoming customer order status and product knowledge requests.

- Partnered with sales representatives to meet and exceed customer's service expectations.
- Repaired customer's equipment malfunctions through extensive research
- Processed customer returns according to established department policies and procedures

SKILLS AND ACCOMPLISHMENTS

- MS Windows desktop products, Microsoft Office (including Outlook), Configure network Printers, Microsoft networks, PC Hardware, Web browsing software, Cable TV Headend Design throughout Southern University, Redesigned the Data & camera system in SUBR Dormitories, Ability to make CAT-5e patch cables & Coax Cables, Able to acquire new skills quickly, Strong communication skills

CERTIFICATIONS & CERTIFICATES

- Juniper Networks Switch Configuration Training, 2009; Cisco Certificate in Wireless Site Surveying, 2010; Cisco Certified Network Associate (CCNA)- In progress; Avaya Certified Implementation Specialist (ACIS) –Training in progress

**Office of External Affairs
and University Relations**

J.S. Clark Administration Building
4th Floor, Suite 405
Baton Rouge, Louisiana 70813
Office: (225) 771-2000

July 26, 2021

Dr. Ray L. Belton
President-Chancellor
Southern University System
4th Floor
J.S. Clark Administration Building
Baton Rouge, Louisiana 70813

Dear Dr. Belton,

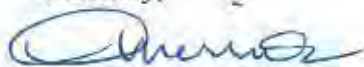
Please approve this request to waive the announcement for the position of director of special events, Southern University System – SU Baton Rouge.

An internal candidate best qualifies to fill the vacancy based on experience, qualifications, and knowledge of University and related background.

The position will provide immediate and critical support to the office in meeting the University's goals to support special events, activities and programs, and a waiver would allow us to fill the position without delay.

Thank you for your consideration.

Sincerely,



Robyn M. Merrick, Ph.D.
Vice President for External Affairs and University Relations

Approved: _____

Ray L. Belton, Ph.D., President-Chancellor

JOB CLASS			
JOB CODE			
CAL ID			

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form

POSITION NUMBER					
-----------------	--	--	--	--	--

CAMPUS: SUS SUBR SULAC SUAREC SUNO SUSLA

EMPLOYMENT CATEGORY: 9-MONTH 12-MONTH OTHER (Specify) _____

- | | | |
|--|--|---|
| <input type="checkbox"/> Academic | <input checked="" type="checkbox"/> Non-Academic | <input type="checkbox"/> Civil Service |
| <input type="checkbox"/> Temporary | <input type="checkbox"/> Part-time (_____ % of Full Time) | <input type="checkbox"/> Restricted |
| <input type="checkbox"/> Tenured | <input type="checkbox"/> Undergraduate Student | <input type="checkbox"/> Job Appointment |
| <input type="checkbox"/> Tenured Track | <input type="checkbox"/> Graduate Assistant | <input type="checkbox"/> Probationary |
| <input type="checkbox"/> Other (Specify) _____ | <input type="checkbox"/> Retiree Return To Work | <input type="checkbox"/> Permanent Status |

Previous Employee Patricia A. Flood Reason Left retirement
 Date Left _____ Salary Paid _____

Profile of Person Recommended

Length of Employment August 1, 2021 To _____
 Effective Date August 1, 2021

Name D'Andrea Lee SS# [REDACTED] Sex Female Race* B
 (Last 4 digits only)

Position Title: Director of Call Center and Quality Assurance/Special Events Department: Office of External Affairs and University Relations/ Office of the President

Check One Existing Position *Visa Type (See Reverse Side):
 New Position Expiration Date: _____
 (Position vacancy authorization form must be processed and approved to fill existing and new positions. Position must be advertised before processing PAF, if applicable.)

Years Experience 24 Southern University Experience 24
 Degree(s): Type/Discipline: Institution/Location: Year:
Bachelor of Arts/Business Admin Southern University and A&M College 1984
M.Ed. Supervision/Admin Southern University Law Center 2007

Current Employer Southern University Law Center

Personnel Action

Check One New Appointment Continuation Sabbatical Leave of Absence
 Transfer Replacement Other (Specify) _____

Recommended Salary \$96,720.00 Salary Budgeted \$96,720

Source of Funds General

Identify Budget: 31001 - 33010 - 61002 - 35000 Location _____
 Form Code: _____ Page _____ Item # _____

Change of: _____
 From _____ To _____
 Position _____
 Status _____
 Salary Adjustment _____

Financial Aid signature (if, applicable):

List total funds currently paid this employee by Southern University:
 *See Reverse Side

Source of Funds	Amount
33010	\$96,720

Comments: (Use back of form)

*See Reverse Side

Graduate School signature (if, applicable):

<u>[Signature]</u> Supervisor	<u>8-4-21</u> Date	<u>[Signature]</u> Dean/Unit Head	<u>8-4-21</u> Date
<u>[Signature]</u> Vice Chancellor	<u>8-10-21</u> Date	<u>[Signature]</u> Cancellor	_____ Date
<u>[Signature]</u> Director/Personnel	_____ Date	<u>[Signature]</u> Vice President/Finance Business Affairs/Comptroller	_____ Date
_____ President	_____ Date	_____ Chairman/S.U. Board of Supervisors	_____ Date

This information is requested solely for the purpose of determining compliance with Federal Civil Rights Laws and does not affect employment consideration.

ETHNIC ORIGIN (Please check one):

..... Hispanic or Latino Non-Hispanic or Non-Latino

RACE (Please check all that apply):

..... White, not of Hispanic origin. A person having origins in any of the original people of Europe, North Africa, or the Middle East.

Black, not of Hispanic Origin. A person having origins in any of the Black racial groups of Africa.

..... Hispanic. A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origins, regardless of race.

..... Asian or Pacific Islander. A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

..... American Indian or Alaskan Native. A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

COMMENTS:

EMPLOYEE REGULAR WORK SCHEDULE: 8:00 a.m. to 5:00 p.m.

EMPLOYEE DIRECT SUPERVISOR: Robyn Merrick

NUMBER OF EMPLOYEES SUPERVISED, (if any)

HR USE ONLY: STATUS (circle one): EXEMPT NON-EXEMPT

GUIDELINES: All employees, students, graduate assistants being employed through the use of this form are to report to and be cleared by the Human Resources before any employment is offered and before starting to work. All students are to bring with them clearance from the Financial Aid office, Statement of Account (fee receipt), and a class schedule. All prospective employees/students must bring a pictured ID, social security card, birth certificate, certificate of naturalization, resident alien card, I-1-B and J-1 visas, passport, and F-1/I-94. The latter six (6) documents do not apply to U.S. Citizens.

Documentation must be provided for review and approval by Human Resources before employment is offered.

CLASS OF EMPLOYMENT (VISA STATUS):

TYPE	CODE	EXPIRES
United States Citizen/Certificate of Naturalization	US	
Resident Alien	RA	
H-1 Visa (Distinguished Merit & Ability)	H1	
J-1 Visa (Exchange Visitor Program)	J1	
F-1 Visa (Student Emp. FT Student at S.U.)	F1	
OPT (F-1 Visa-INS Prior Approval-"Practical Work Experience")	F0	

Do Not Write Below This Area
For Human Resource and Budgetary Control Use Only!

PAF APPROVAL PROCESS CHECKLIST (Must have the information outlined below):

- Approved Position Vacancy Authorization Form (applicable for new and replacement positions)
- Position Vacancy Announcement (position advertised before processing PAF, if applicable)
- Application for Employment Form Admin/Uncl Positions (Civil Service Application for classified employees)
- Authority to Release (signed by employee) (submitted to Campus Police with Criminal/Background Check form)
- Supervisory Criminal/Background Check Form (completed by employee/ verified and signed by supervisor)
- Exemptions Survey Form (signed by employee and budget head)
- Proposed Employee Appointment
- Proposed Employee Clearance
- Restricted/ Job Appointment/CS Rule 6.5g Letter of Justification (for classified, if applicable)

SUS SUBR SULAC SUAREC SUNO SUSLA

POSITION VACANCY AUTHORIZATION

REQUEST THAT THE POSITION TITLE Director of Call Center & Quality Assurance/ Special Events AS DESCRIBED BELOW
 BE AUTHORIZED AS A VACANCY FOR Office of External Affairs/Office of the President
 (Department or Unit)

- | | | | |
|---|--|--|--|
| <input checked="" type="checkbox"/> Replacement | <input type="checkbox"/> New Position | <input checked="" type="checkbox"/> Unclassified | <input checked="" type="checkbox"/> State |
| <input type="checkbox"/> Civil Service | <input type="checkbox"/> Temporary | <input type="checkbox"/> Faculty | <input type="checkbox"/> Grant -in-Aid |
| <input type="checkbox"/> Tenured | <input type="checkbox"/> Probationary (For Faculty this is same as tenure track) | | <input type="checkbox"/> System Revenue |
| | | | <input type="checkbox"/> Agency Fund State |

VACANCY DESCRIPTION AND JUSTIFICATION

(Include rank (for faculty) and approximate salary; initiator of form must have prior approval of salary/salary range with the appropriate Vice-Chancellor, Chancellor and/or President. Salaries for classified positions must be approved through Human Resources).

The Director of the Call Center and Quality Assurance/ Special Events is responsible for the establishment and oversight of the University Call Center along with the planning and execution of special events (as requested). This position has a dual reporting structure to the Office of the President and the Office of External Affairs, and is responsible for event planning, design and production within specified time limits for the SU System and SUBR. The director works with university administration to identify needs and ensure that events are memorable and meet goals and expectations. The director organizes facilities and details such as, but not limited to, decor, catering, entertainment, transportation, location, invitee list, special guests, equipment, promotional material etc. Additionally, the Director of the Call Center and Quality Assurance/Special Events ensures that stakeholders are provided with optimal customer service and ensures that all contact with customers are handled with the utmost care and fidelity. This position provides critical oversight and organization for all contact to the newly established Call Center. The director works to ensure efficient execution, a commitment to timely responses and high-quality services, and strategic integration.

Salary/Range: \$96,720 Previous Incumbent (if replacement): Patricia A. Flood

Approved Disapproved *Patricia A. Flood* 8-4-21
 Department Head Date

Approved Disapproved *Patricia A. Flood* 8-4-21
 Dean/Director/Supervisor of Budget Unit Date

FINANCE/BUDGET OFFICE ONLY	
Funds Available	
<input type="checkbox"/> Yes	<input type="checkbox"/> No
Signature	Date
Budget Number	

HUMAN RESOURCES OFFICE ONLY	
Existing/Approved Position	
<input type="checkbox"/> Yes	<input type="checkbox"/> No
Employee Class:	Job Class:
Verified By:	Date:

Approved Disapproved _____
 Vice Chancellor Date

Approved Disapproved _____
 Chancellor/Vice President Date

Approved Disapproved _____
 President Date

Director of Call Center and Quality Assurance / Special Events

The Director of the Call Center and Quality Assurance/ Special Events is responsible for the establishment and oversight of the University Call Center along with the planning and execution of special events (as requested).

This position has a dual reporting structure to the Office of the President and the Office of External Affairs, and is responsible for event planning, design and production within specified time limits for the SU System and SUBR. The director works with university administration to identify needs and ensure that events are memorable and meet goals and expectations. The director organizes facilities and details such as, but not limited to, decor, catering, entertainment, transportation, location, invitee list, special guests, equipment, promotional material etc.

Additionally, the Director of the Call Center and Quality Assurance/Special Events ensures that stakeholders are provided with optimal customer service and ensures that all contact with customers are handled with the utmost care and fidelity. This position provides critical oversight and organization for all contact to the newly established Call Center. The director works to ensure efficient execution, a commitment to timely responses and high-quality services, and strategic integration.

The director leads and manages daily operations within the Call Center to include inquiry calls from the general/main phone line, Financial Aid, Admissions, and the Registrar office, as well as the chatbots (to be established). This role includes a level of collaboration with other units to ensure timely and accurate dissemination of information, appropriate escalation of student issues, supervision, and development of staff.

This position consistently monitors, tracks, reports, and assesses services, while recommending improvements needed for the offices that are represented based on communication from students and other campus constituents. The director will promote and model positive customer service and university representation. The following descriptions delineate responsibilities and duties relative to this dual position.

Director of the Call Center and Quality Assurance/Special Events

Job Duties and Responsibilities

Lead the Call Center team through training and development, and best practices for problem solving.

- Oversee productivity of Call Center staff.
- Participate in meetings as the representative for Call Center functions including student-centered information on Financial Aid, Admissions and Registrar.
- Direct the implementation and assessment of strategic goals into unit function.
- Build and establish standards for high quality and positive service within Call Center.
- Work with the Enrollment Management offices to support the mission and strategic objectives of departments and University.

- Provide open channels of communication with Admissions, Registrar, Financial aid, and the Office of the President to ensure accurate and timely information is conveyed to constituents.
- Continually assess Call Center services and develop/maintain quality control measures.
- Other duties as assigned

Special Events

Job Duties and Responsibilities:

- Event planning, design and production while managing all project delivery elements
- Liaise with administration to identify their needs and to ensure customer satisfaction
- Conduct market research, gather information and negotiate contracts prior to closing any deals
- Provide feedback and periodic reports to stakeholders
- Propose ideas to improve provided services and event quality
- Organize facilities and manage all event's details such as decor, catering, entertainment, transportation, location, invitee list, special guests, equipment, promotional material, etc.
- Ensure compliance with insurance, legal, health and safety obligations
- Specify staff requirements and coordinate their activities
- Coordinate with marketing and PR to promote and publicize event
- Proactively handle any arising issues and troubleshoot any emerging problems on the event day
- Conduct pre- and post – event evaluations and report on outcomes
- Research market, identify event opportunities and generate interest

Requirements:

- Proven experience as an events planner or organizer
- Impressive portfolio of previously managed events, preferably corporate events
- Excellent time management and communication skills
- Ability to build productive working relationships with diverse groups
- Ability to manage multiple projects independently
- Proficiency with software programs
- Bachelor's Degree in related field, graduate degree preferred



"Linking Citizens of Louisiana with Opportunities for Success"

SOUTHERN UNIVERSITY AGRICULTURAL RESEARCH AND EXTENSION CENTER
Ashford O. Williams Hall · P. O. Box 10010 · Baton Rouge, LA 70813 · (225) 771-3206 · (225) 771-5771 Fax
www.suagcenter.com

July 27, 2021

Dr. Ray L. Belton
President-Chancellor
Southern University System
J.S. Clark Administration Building
4th Floor
Baton Rouge, LA 70813

RE: Waiver of the Search for the Associate Vice Chancellor (AVC) for Equity, Diversity, Inclusion and Title IX Position Announcement

Dear Dr. Ray L. Belton:

In compliance to your April 8, 2021, directive related to all campuses having persons for Equity, Diversity, Inclusion, and Title IX, the Southern University Agricultural Research and Extension Center (SUAREC) is requesting your approval to waive the search for an Associate Vice Chancellor (AVC) for Equity, Diversity, Inclusion, and Title IX position announcement. We echo your vision that the Southern University System (SUS) continues to demonstrate its "commitment to providing an environment for our campus communities that is safe, free from sexual, and gender discrimination." The individual that I would like to assume the position of AVC for Equity, Diversity, Inclusion, and Title IX effectively September 1, 2021, is Dr. Donovan Segura.

Our approach mirrors the Southern University Law Center approach. SUAREC is contemplating establishing an Office of Equity, Diversity, Inclusion, and Title IX. It will be headed by an AVC. As funds become available, a Title IX Director and Title IX Investigator will be sought. The AVC will focus on all issues of discrimination appertaining to the 120 plus personnel of the SUAREC and College of Agricultural, Family and Consumer Sciences (CAFCS) located in 34 parishes across the State of Louisiana. Also, our AVC will provide support services to the SUS General Counsel and SU System Human Resources Offices on an as-needed basis.

Dr. Ray L. Belton
July 27, 2021
Page 2

Dr. Segura resume is attached. I hereby request that search be waived for the proposed position of AVC. The SUAREC position will be a 12-month appointment . Thus, his total salary will be \$112,000.

Over the last decade we have been fraught with issues of equity, diversity, inclusion, and Title IX. Prevention, education, our level investigation seemingly could have negated lawsuits, negative press, and current legal litigations. The AVC hiring should provide a pathway of education to help reduces discrimination, retaliations, age discrimination, equity complaints, lawsuits, and USDA legal investigations put forth by SUAREC and CAFCS students, staff, faculty, researchers, and administrators.

If additional information is needed, please contact me. Thank you in advance for your consideration of the above.

Sincerely,



Orlando F. McMeans, Ph.D.
Chancellor-Dean

Approvals

Ray L. Belton, Ph.D.
President-Chancellor

Tracie Woods, Esq.
Associate Vice President, HR

cc: C. Reuben Walker, Ph.D. Executive Vice Chancellor

CLASS
JOB

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form

POSITION

CAMPUS: SUS SUBR SULAC SUAREC X SUNO SUSLA

EMPLOYMENT CATEGORY: 9-MONTH 12-MONTH X OTHER (Specify)

Academic X Non-Academic Civil Service
Temporary Part-time (% of Full Time) Restricted
Tenured Undergraduate Student Job Appointment
Tenured Track Graduate Assistant Probationary
Other (Specify) Retiree Return To Work X Permanent Status

Previous Employee N/A Reason Left N/A
Date Left N/A Salary Paid N/A

Profile of Person Recommended

Length of Employment 10/01/2020 To 09/30/2021
Effective Date 08/01/2021

Name Donovan L. Segura SS# Sex M Race* B

Position Title: Associate Vice Chancellor for Equity, Diversity, Inclusion, and Title IX
Department: SU Ag Center

Check One Existing Position *Visa Type (See Reverse Side):
X New Position Expiration Date:

(Position vacancy authorization form must be processed and approved to fill existing and new positions. Position must be advertised before processing PAF, if applicable.)

Years Experience 9 Southern University Experience 7

Table with 3 columns: Degree(s), Type/Discipline (BA-Education), Institution/Location (SU-Baton Rouge), Year. Rows include Public Policy Administration (2014), M.S. Social Science (2010), B.A. Political Science (2005).

Current Employer Southern University-Baton Rouge

Personnel Action

Check One X New Appointment Continuation Sabbatical Leave of Absence
Transfer Replacement Other (Specify)

Recommended Salary \$112,000 Salary Budgeted \$112,000

Source of Funds Federal

Identify Budget: 621667 61210 62000-550,000 Location
Form Code: Page Item #

Change of: From To

Position Associate Vice Chancellor for Equity, Diversity, Inclusion, and Title IX

Status Active
Salary Adjustment \$77,126 \$112,000

Financial Aid signature (if, applicable):

List total funds currently paid this employee by Southern University:

Table with 2 columns: Source of Funds, Amount. Row: 210882 211001 22452 61003 21000 \$77,126

*See Reverse Side

Comments: (Use back of form)

*See Reverse Side

Graduate School signature (if, applicable):

Supervisor 8/10/2021
Dean/Unit Head 8/10/2021
Vice Chancellor 8/10/2021
Director/Personnel 8/10/2021
Chancellor
Vice President/Finance Business Affairs/Comptroller
President Date Chairman/S.U. Board of Supervisors Date

This information is requested solely for the purpose of determining compliance with Federal Civil Rights Laws and does not affect employment consideration.

Handwritten note: 1360 8/5/2021

ETHNIC ORIGIN (Please check one):

Hispanic or Latino Non-Hispanic or Non-Latino

RACE (Please check all that apply):

White, not of Hispanic origin. A person having origins in any of the original people of Europe, North Africa, or the Middle East.

Black, not of Hispanic Origin. A person having origins in any of the Black racial groups of Africa.

Hispanic. A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origins, regardless of race.

Asian or Pacific Islander. A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native. A person having origins in any of the original peoples of North American, and who maintains cultural identification through tribal affiliation or community recognition.

COMMENTS: The SUAREC position will be a 12-month appointment. He will be paid \$112,000 over 12 months. Flex hours will be required as needed.

EMPLOYEE REGULAR WORK SCHEDULE: 8-5

EMPLOYEE DIRECT SUPERVISOR: Chancellor-Dean Dr. Orlando F. McMeans

SUPERVISOR/DEPARTMENT CONTACT NUMBER 225-771-4310

NUMBER OF EMPLOYEES SUPERVISED, (if any) _____

HR USE ONLY: STATUS (circle one): EXEMPT NON-EXEMPT

GUIDELINES: All employees, students, graduate assistants being employed through the use of this form are to report to and be cleared by the Human Resources before any employment is offered and before starting to work. All students are to bring with them clearance from the Financial Aid office, Statement of Account (fee receipt), and a class schedule. All prospective employees/students must bring a pictured ID, social security card, birth certificate, certificate of naturalization, resident alien card, H1-B and J-1 visas, passport, and F-1/I-94. The latter six (6) documents do not apply to U.S. Citizens.

Documentation must be provided for review and approval by Human Resources before employment is offered.

CLASS OF EMPLOYMENT (VISA STATUS):

<u>TYPE</u>	<u>CODE</u>	<u>EXPIRES</u>
United States Citizen/Certificate of Naturalization	US	
Resident Alien	RA	
H-1 Visa (Distinguished Merit & Ability)	H1	
J-1 Visa (Exchange Visitor Program)	J1	
F-1 Visa (Student Emp. FT Student at S.U.)	F1	
OPT (F-1 Visa-INS Prior Approval-"Practical Work Experience")	F0	

FUNDS AVAILABLE
 OFFICE OF THE AGRICULTURAL
 RESEARCH AND EXTENSION
 SOUTHERN UNIVERSITY SYSTEM
 FINANCE & ADMINISTRATION SECTION

Do Not Write Below This Area
For Human Resource and Budgetary Control Use Only!

PAF APPROVAL PROCESS CHECKLIST (Must have the information outlined below):

- Approved Position Vacancy Authorization Form (applicable for new and replacement positions)
- Position Vacancy Announcement (position advertised before processing PAF, if applicable)
- Application for Employment Form Admin/Fac/Uncl Positions(Civil Service Application for classified employees)
- Authority to Release (signed by employee) (submitted to Human Resources with Criminal/Background Check form)
- Supervisory Criminal/Background Check Form (completed by employee/ verified and signed by supervisor)
- Exemptions Survey Form (signed by employee and budget head)
- Proposed Employee Appointment
- Proposed Employee Clearance
- Restricted/ Job Appointment/CS Rule 6.5g Letter of Justification (for classified, if applicable)

**Southern University Agricultural Research and Extension Center
(SUAREC)**

Position Description – Dr. Donovan Segura

Position Title: Associate Vice Chancellor (AVC) for Equity, Diversity, Inclusion, and Title IX

Organizational Unit: Southern University Agricultural Research and Extension Center

Description: The position is a full-time twelve-month appointment in the Southern University Agricultural Research and Extension Center (SUAREC) with responsibilities in across the agricultural land-grant missions. The incumbent reports to Chancellor-Dean or his designee. Specifically, the incumbent's duties include:

- a. Having a Ph.D. in areas such as Public Administration, Sociology, Human Resource Management, Agriculture, or other related field are required.
- b. Provide leadership on all issues of discrimination appertaining to the 120 plus personnel of the SUAREC and College of Agricultural, Family and Consumer Sciences (CAFCS) located in 34 parishes across the State of Louisiana.
- c. Provide support services to the SUS General Counsel and SU System Human Resources Offices on an as-needed basis.
- d. Provide a pathway of education and training to help reduces discrimination, retaliations, age discrimination, equity complaints, lawsuits, and USDA legal investigations put forth by SUAREC and CAFCS students, staff, faculty, researchers, and administrators.
- e. Provide oversight and leadership for diversity, inclusions, and opportunity in SUAREC.
- f. Assist departments and programs with approaches in advance of posting a position announcement.
- g. Help recruit personnel (staff, faculty, scientist, administrators) that would be a good fit for SUAREC.
- h. Help SUAREC seek diversity and acquire a diverse work force pool and student populations.
- i. Help SUAREC with diversity not only in the application pool for a position but also in the hiring process.
- j. Help build a database of potential job applicants in advance of a particular hiring.
- k. Establish and put on diversity training programs for a particular department or program.
- l. Assist in developing an effective diversity, inclusion, and equity initiatives such as awards, training, messaging, and activities for students, faculty, and staff
- m. Serve as a representative on university, higher education, and state agency committees that foster diversity and inclusion
- n. Must have outstanding leadership and communication skills to effectively interact with stakeholders
- o. Must have excellent verbal and written communication skills and strong interpersonal skills to inspire and influence others.
- p. Perform related duties as assigned.

Donovan L. Segura

Professional Profile

I have a clear, logical mind with a practical approach to problem solving and a drive to see projects through to completion. I take initiative and can think quickly and creatively in a fast-paced environment. I realize that change is the only constant. I possess an innate ability to motivate others, coupled with the ability to communicate comfortably at all levels which ensures an excellent working environment for all members of the team to perform at their absolute best. I am eager and stand ready to learn, I enjoy overcoming challenges, and I have a genuine interest in Higher Education while promoting equity and diplomacy for all members of the team.

Objective

We are living in a new era of diversity management. Globalization has transformed society, economics, and politics. Thus, greatly influencing demographics within the workplace. Not only are today's employees more diverse, but they also represent a sea of change and leadership styles. Based on this premise, it is quintessential the workplace provides a culture that is inclusive across equity lines for all persons. It is my goal to continue to secure challenging new opportunities where skills, knowledge, data driven approaches, and my previous experiences in diversity and inclusion can be applied, and further professional development can be achieved.

Current Positions

April 2021-Present

PRESIDENTIAL FELLOWS PROGRAM COORDINATOR
Southern University and A&M College, Baton Rouge, LA

The Coordinator works on initiatives related to the President/Chancellor's goals and priorities while supporting duties related to the academic initiatives/activities of the President/Chancellor's office. The Coordinator conducts research, coordinates and facilitates communication and outreach to the academic community, alumni, and supporters of the institution's mission, and coordinates special academic projects as assigned by the President/Chancellor and/or the Chief of Staff and Executive Director of Strategic Initiatives.

June 2019-Present

DUAL ENROLLMENT UNIVERSITY LIAISON
Southern University-Baton Rouge, LA

Appointed to serve as the university representative in an outreach capacity to assist the institution's effort of building and sustaining positive relationships with high schools statewide to admit, enroll, maintain, and prepare high school students to earn a professional degree. The liaison is responsible for expanding Southern University's imprint across the state of Louisiana to increase enrollment and the quality of its students, as well as recommend and implement policies and practices that enhance

effectiveness as it relates to the program; offer research consultation and support for new practices and initiatives for the program to continuously improve; and support university administration in the execution of those duties.

Administrative Experience

March 2018 – May 2019

**SOUTHERN ASSOCIATION OF COLLEGES
AND SCHOOLS COMMISSION ON COLLEGES (SACSCOC)
COORDINATOR AND EVALUATOR
Southern University-Baton Rouge, LA**

The SACSCOC Coordinator and Evaluator is responsible for coordinating and managing all accreditation working committees. The SACSCOC Coordinator and Evaluator holds the primary responsibility of ensuring Southern University and A&M College remains in compliance with The Southern Association of Colleges and Schools Commission on Colleges. Additional duties are to include:

- Works to ensure that the accreditation requirements in incorporated into the planning and evaluation process of the institution;
- Familiarizes faculty, staff, and students with the Commission’s accrediting policies and procedures, and with sections of the accrediting standards and Commission policies that have application to all aspects of the campus;
- Coordinates the preparation of annual profiles and any other reports requested by the Commission;
- Serves as a resource to educate and inform the academic enterprise on all aspects of Institutional Accreditation;
- Serves as a resource person during the fifth-year interim review and decennial review processes and assists with preparing and coordinating reaffirmation and accrediting documents and visits.

February 2017 – May 2019

**QUALITY ENHANCEMENT PLAN
(QEP) DIRECTOR
*Southern University-Baton Rouge, LA***

The director is responsible for the leadership and management of the Quality Enhancement Plan (QEP) promoting its activities and encouraging broad based university-wide participation. The director holds the primary responsibility of ensuring Southern University and A&M College remain in compliance with The Southern Association of Colleges and School Commission on Colleges relative to the QEP and its significant contribution to institutional effectiveness, quality, and improvement. Additional duties are to include:

- Provides general oversight of the QEP’s implementation;
- Ensures QEP implementation is sustained through continuous input and participation from students, faculty, staff, and administration;
- Leads and coordinates QEP-related assessments at the academic department and broader university levels;
- Works with institutional research, assessment, and effectiveness to facilitate data

collections and analysis;

- Provides regular reports (quantitative and qualitative), feedback and recommendations to university community, and academic departments;
- Manages the QEP budget which generates \$190,000-\$200,000 annually;
- Plans, initiates, and executes the delivery of professional QEP development for academic departments;
- Prepares and present annual QEP status reports for the QEP Leadership and Steering Committee, university leadership, and other relevant constituencies, including the Faculty Senate (or designated committee);
- Develops and execute QEP marketing and faculty outreach in partnership with university offices;
- Serving as a liaison between faculty, staff, and all QEP activities.

June 2016 – January 2017

**ASSISTANT DIRECTOR OF INSTITUTIONAL
EFFECTIVENESS AND ASSESSMENT**

Institutional Research and Assessment (IRA)
Southern University-Baton Rouge, LA

The assistant director of institutional effectiveness and assessment is the administrator responsible for integrated planning, organizing, and coordinating of activities required for campus-wide assessment, institutional research, and institutional effectiveness. The director also provides creative and innovative leadership for the creation of a culture in which assessment, continuous quality improvement, and planning activities are integrated, understood, and practiced in ways consistent with the College mission, values and vision. The director also works collaboratively with campus administrators to design and implement assessment activities and the interprets data related to student learning outcomes and institutional outcomes assessment to ensure continuous improvement.

January 2015 – May 2016

**ASSESSMENT DIRECTOR/TITLE III
ACTIVITY DIRECTOR**

Institutionalizing and Sustaining Strategic Assessment Management Program (ISSAM)
Southern University-Baton Rouge, LA

The role of the assessment director is to conduct university-wide training on the University's assessment management tool, educate and promote the University's assessment process, and to provide support for programs as it relates to compliance and accreditation activities. The director manages the assessment of the institutional outcomes and serves as a member of the University Assessment Committee. The director also works in conjunction with the Office of the President/Chancellor, Academic Affairs, Student Affairs and Enrollment Management, and the Office of Institutional Research to cull relevant assessment data to ensure institutional effectiveness and quality control.

The role of the ISSAM Title III activity director is to ensure that the activity continues to strengthen, improve, and enhance the University's academic quality and fiscal resources. The

activity director provides leadership to ensure that the activity remains in compliance with specific goals set for the activity by the U.S. Department of Education and the University's mission.

October 2013 – December 2014

ASSESSMENT/TESTING COORDINATOR

Institutionalizing and Sustaining Strategic Assessment Management Program (ISSAM)
Southern University-Baton Rouge, LA

The assessment and testing coordinator provide data driven deliverables to academic departments and programs, campus committees and groups, and to faculty and staff to plan, implement and use the results of the assessment of student learning outcomes to improve educational quality and control. The assessment and testing coordinator also work in concert with campus groups and stakeholders to update, review and revise the university's plan to assess student learning and improvement within academic and non-academic programs. Additional duties and accomplishments are to include:

- Developing item analysis reports to evaluate effectiveness of tests;
- Facilitating the use of "best practices" in assessment and data to improve student learning and in fostering educational improvement;
- Conducting focus groups with students and faculty to gain insight into practices that work and those that do not work;
- Working with University Assessment Committee to discuss issues that arise with assessment plans and present solutions;
- Managing purchasing functions for the University's assessment tool which generates \$300,000-\$500,000 annually; and Grant written and received for \$13,000 to create engagement through exploration and experiential learning in a student-centered environment.

January 2014 – Present

LEAD CONSULTANT AND CEO

DLS Consulting, LLC
Baton Rouge, LA

The company provides services to assist in institutional accreditation, strategic planning, communications planning, policy development, diversity, equity, inclusion and opportunity. Building upon diverse experiences in public policy, accreditation, assessment, communications, research, marketing and philanthropy, the company is capable of providing proven data driven models to advise a broad range of clients, including non-profit organizations, institutions of higher learning, major foundations, and elected officials achieve desired outcomes.

December 2013 – July 2016

**DIRECTOR OF DIVERSITY & INCLUSION
and PARTNER RELATIONS**

Take Care Baton Rouge
Baton Rouge, LA

The director aids in and helps to build capacity through the development of key relationships to strengthen the diversity, financial resources, capacity, and effectiveness of Take Care Baton

Rouge and aids in the fulfillment of its mission. Additional duties are to include:

- In partnership with other key staff and community agencies, develop and expand diverse youth and community; programming that incorporates diverse youth empowerment strategies;
- Manage and oversee the volunteer and marketing coordinators;
- Serve as a resource to program facilitators;
- Assist in developing an assessment plan to measure accomplishments and success;
- Assist in developing an action plan for improvement to implement change;
- Assist in organizational development;
- With the executive director, write and manage grants and key community partnerships;
- Plan and implement quality measures and assessment methods to obtain a diverse and equitable program
- Develop diverse training methods to attract an inclusive TakeCare community-both internal and external.
- Provide opportunity to attract, build, and sustain diverse relationships with community and organizations stakeholders
- Provide on-going, detail-oriented relationship management with new and existing diverse partners.

June 2010 – December 2013

GRADUATE RESEARCH ASSISTANT

Strategic Assessment Management Program

Southern University – Baton Rouge, LA

The graduate assistant works with the program director on various projects campus wide to support academic departments in effectively measuring outcomes-based learning goals and institutional objectives for continuous improvement and accreditation purposes. Additional duties are to include:

- Coordinate and assist with workshops on use of LiveText software;
- Assist with distribution of codes to access LiveText software to students, faculty, staff;
- Provide technical assistance to LiveText software users;
- Compile data and document completion of Title III program outcomes to document and develop monthly, formative, and summative reports;
- Meet with Title III evaluators for assessment of program milestones during annual formative and summative evaluative review sessions.

January 2009 – May 2009

INTERN

Louisiana House of Representatives, Office of The Honorable Regina Barrow

Baton Rouge, LA

Intern works closely with state representatives and are part of a governing body that produces laws and shapes public policy for Louisiana residents. Additional duties are to include:

- Conducted research on specific issues;
- Monitored and reported on committee meetings for legislator;
- Researched and drafted responses to constituent inquires;
- Summarized reports and bills;

- Created and conducted opinion surveys.

Spring 2006 – May 2008

INTERIM BAND DIRECTOR/INSTRUCTOR

*Acadia Parish School System
Crowley, LA*

- Supervised and coordinated the band activities;
- Organized and conducted try-outs for band;
- Planned, rehearsed, and directed musical experiences for the school and community with a minimum of three evening concert performances per school year;
- Maintained the established routines and procedures of the school and classroom to which assigned.

Public Service:

Serve Louisiana

- Board Member, 2019-present

Education

Southern University and A&M College (Baton Rouge)

May 2014

Doctor of Philosophy - Public Policy Administration

Dissertation Publication: “Is the Unemployment Compensation Policy a Disincentive to Find Work? A Study of the Unemployed within the East Baton Rouge Parish Metropolitan Area”

Southern University and A&M College (Baton Rouge)

July 2010

Master of Arts, Social Science

Thesis Publication: “Barack Hussein Obama and Universal Policy as a Strategy to Govern America”

Southern University and A&M College (Baton Rouge)

December 2005

Bachelor of Arts, Political Science

PUBLICATIONS IN REVIEW

Roberts-Lewis, K, Jenkins, P, Greenslade, V., & Segura, D. (2021). A Crisis in the Making: Race, Class & Environmental Justice amid the 2021 Jackson Water Crisis. **Mississippi Urban Research Center’s Online Journal of Urban and Rural Research** Special Edition.

Roberts-Lewis, K, Jenkins, P, Greenslade, V., & Segura, D. (2021). Desensitized to Trauma: The Social, Political and Racial Implications of the 2021 Jackson Water Crisis & the Resiliency of on-campus College Students. **Mississippi Urban Center’s Online Journal of Urban and Rural Research** Special Edition.

Certifications and Special Trainings

Quality Matters (QM) is the global organization leading quality assurance in online and innovative digital teaching and learning environments. It provides a scalable quality assurance system for online and blended learning used within and across organizations. QM professional development is designed to assist educators deliver the promise of quality online learning opportunities to every level of learner.

- **Applying the QM Rubric (APPQMR).** Received on May 17, 2020.
- **Teaching Online- An Introduction to Online Delivery (TOL).** Received on May 29, 2020.
- **Designing for Learners with Hearing Disabilities.** Received on April 12, 2021.
- **Designing for Learners with Low Vision.** Received on April 13, 2021.
- **Accessible Email.** Received on April 15, 2021.
- **Accessible Websites.** Received on April 16, 2021.
- **Accessible PowerPoint.** Received on April 19, 2021.
- **Accessible Word/PDF.** Received on April 23, 2021.

Board Leadership Training

- Serve Louisiana Board of Directors Special Training. 2019.

Key Skills and Professional Development

- Microsoft Office, Email and Internet Applications, Prezi, Conflict Resolution Skills, SPSS and STATA Statistical Analysis, 75 WPM

Graduate/Professional Teaching and Research Experience

Southern University and A&M College, Baton Rouge, LA
Instructor of Public Policy

June 2020-Present

EXECUTIVE Ph.D. IN PUBLIC POLICY

Course Description

EPHD 850. Dissertation Research. This course focuses specifically on the logic model, theoretical framework and development of the literature review.

Southern University and A&M College, Baton Rouge, LA
Instructor of Public Administration

August 2019-Present

Course Description

PADM 503. Principles of Public Administration. This course offers an introduction to the study of public administration. Students are introduced to basic concepts and foundational theories relating to bureaucratic analysis, organizational theory and behavior; functions of public management such as personnel administration, budget decision making, government regulations and administrative law.

Course Description

PADM 581. Political Leadership and Public Policy. This course defines leadership and identifies critical attributes that make for leadership. It also examines the role of public institution in promoting leadership. The examination covers various leadership styles.

Course Description

PADM 556. Ethics and Public Policy. This course provides students with the tools and techniques for ethical analysis of public policies. This course is designed to enhance understanding about the ethical debate that surrounds most public policies and to deepen the awareness of the ethical standards in public administration or public services, in general. Starting with the foundations of ethical study, this course introduces: the major philosophies; the application of these principles to decision making for a better understanding of the values that underpin or prescribe public policies, and the codes and standards of ethics in public administration.

Course Description

PADM 508. Organization Theory. This course addresses basic principles of the internal management of organizations with a focus on public organizations. Topics addressed include authority, communication, productivity, planning, morale and change. Retrieved from www.subr.edu/assets/subr/PublicPolicy/MPA/pdf/MPA_Handbook.pdf.

ONLINE EDUCATION**EXECUTIVE MASTER OF PUBLIC ADMINISTRATION (EMPA)**

EMPA 503. Principles of Public Administration. This online course introduces the principles of public administration. Students are introduced to basic concepts and foundational theories relating to bureaucratic analysis, organizational theory and behavior, functions of public management such as personnel administration, budget decision making, government regulations and administrative law.

EMPA 556B. Ethics and Public Policy. This online course provides students with the tools and techniques for ethical analysis of public policies. This course is designed to enhance understanding about the ethical debate that surrounds most public policies and to deepen the awareness of the ethical standards in public administration or public services, in general. Starting with the foundations of ethical study, this course introduces: the major philosophies; the application of these principles to decision making for a better understanding of the values that underpin or prescribe public policies, and the codes and standards of ethics in public administration.

Undergraduate Teaching and Research Experience

Southern University and A&M College, Baton Rouge, LA

August 2018-Present

Adjunct Professor of Political Science

Course Description

POLIS-200. American Government. Emphasis is upon what government is; how it operates with respect to individuals and groups; development of constitutional system; and the citizen in political relations in the community.

Southern University and A&M College Political Science Course Description. Retrieved from www.subr.edu/page/280

Southern University at Shreveport, (Baton Rouge, LA Campus)

August 2015 – Present

Adjunct Professor of Political Science with the SUSLA Connect program which is housed on the Southern University main campus in Baton Rouge, LA.

Course Description

POLI 200. American Government. Emphasis in this course is placed on what government is, how it operates with respect to individuals and groups, the development of how the constitutional system is developed, and the citizens' roles as voters.

Southern University at Shreveport Louisiana * 2015-2017 University Catalog

College Courses Taught

Southern University at Shreveport, (Baton Rouge, LA Campus) Fall 2014

- Public Speaking

Course Description

COMM 215 Public Speaking-This is a basic course in the theory and practice of public speaking. It stresses organization of speech content, personality, components of effective deliver, and use of voice, body and language.

Southern University at Shreveport Louisiana * 2015-2017 University Catalog

Academic Presentations (evidence-based content)/Conference Participation

(March 2021). Southern University Agricultural Research and Extension Center and College of Agricultural Family and Consumer Sciences Executive Team Virtual Retreat. The Workplace: An Oasis for Diversity, Equity and Inclusion, Principal Researcher and Presenter.

(March 2021). Becoming Fierce in the Practice of Law: Diversity and Inclusion in the Workplace, Principal Researcher and Presenter.

(March 2021). American Society of Public Administration (ASPA) Georgia Chapter Virtual Academic Conference. Public Policies, Prevention and Capacity Building, Moderator.

(March 2021). American Society of Public Administration (ASPA) Georgia Chapter

Virtual Academic Conference. Social Equity, Service Delivery and Disincentives to Work, Presenter.

(February 2021). Conference of Minority Public Administrators. Is the Unemployment Compensation Policy a Disincentive to Find Work? A Study of the Unemployed within the East Baton Rouge Parish Metropolitan Area, Presenter.

(June 2020). Louisiana Organization for Refugees and Immigrants. World Refugee Day: Reflection and Celebration. Does race play a critical role in obtaining freedom and access across the globe? Representing the United States of America, Panelist and Presenter

(February 2020). National Forum for Black Public Administrators Conference-Executive Leadership Institute-Baton Rouge, LA Globalization: Global Issue: Nonprofits and Globalization, Presenter

(December 2019). SACSCOC Annual Meeting

(February 2019). National Forum for Black Public Administrators Conference-Executive Leadership Institute-Baton Rouge, LA Globalization: An Oasis for Diversity and Inclusion in the Workplace, Presenter

(December 2018). SACSCOC Annual Meeting

(September 2018). SUBR's Staff Development Institute. How Accreditation affects the Bottom Line, Presenter

(August 2018). SUBR SACSCOC/Assessment Institute: Creating a Culture of Planning and Assessment, Presenter

(February 2018). National Forum for Black Public Administrators Conference-Executive Leadership Institute-Baton Rouge, LA Requirements of Global Leadership: A Data Driven Perspective, Presenter

(January 2018). SUBR Faculty Professional Development. Enhancing the Quality Enhancement of Learning and Improvement, Presenter

(December 2017). SACSCOC Annual Meeting

(July 2017). SACSCOC: Institute on Quality Enhancement and Accreditation

(June 2017). Higher Education Leadership Institute

(December 2016). SACSCOC Annual Meeting

(October 2016). Assessment Institute: Indiana University-Purdue University Indianapolis

(July 2016). LiveText Annual Assessment Conference, Chicago, IL, Field Experience Management (FEM), Presenter

(March 2016). National Forum for Black Public Administrators Conference Baton Rouge, LA Thinking Globally, Presenter

(March 2016). University of Colorado Springs Colorado Springs Best Practices in Assessment Methods, Presenter

(September 2015). LiveText Assessment Conference SUBR New Features LiveTextexercise Session, Presenter & E-Portfolios: Discover the Possibilities, Co-Presenter

(July 2015). LiveText Assessment Conference Nashville, TN Field Experience Management (FEM) LiveTextexercise Session, Presenter

Professional Affiliations, Memberships, Committee Appointments, University Service and Honors

American Society for Public Administrators, Member ID 148641, 2020-present

Alpha Phi Alpha Fraternity, Incorporated, Louisiana Board of Directors, 2020-present

Serve Louisiana, Board of Directors 2019-present
 Southern University and A&M College's Health and Wellness Planning Committee, Member 2019
 Southern University and A&M College's Faculty Convocation Planning Committee, Co-Chair 2019
 Southern University and A&M College's Executive Leadership Team, Member 2018
 Southern University and A&M College's Faculty Convocation Planning Committee, Member 2018
 Southern University and A&M College's Alumni 40 Under 40 Award Recipient 2018
 Southern University and A&M College's Director of Financial Aid Search Committee, Member 2018
 Southern University and A&M College's Associate Vice-Chancellor, Enrollment Services Search Committee, Member 2018
 Southern University and A&M College's Dean of Students Search Committee, Member 2018
 Southern University Alumni, The Dean's Award, Nelson Mandela College of Government and Social Sciences, 2017
 Southern University and A&M College's Quality Enhancement Plan Leadership, Planning, and Development Team, Chair 2017-2019
 Southern University and A&M College SACSCOC Reaffirmation Team 2015-2019
 Southern University and A&M College Retention and Completion Task Force, 2015
 Southern University and A&M College, Office of Academic Affairs Academic Council, Member 2013-2019
 Southern University and A&M College Day at the Capitol, Committee Member 2012-present
 Alpha Phi Alpha Fraternity, Incorporated, Member 2015-present
 Church of God in Christ, Inc. Oratorical Director, Executive Director, 2014-present
 Community Organizer, City of Crowley, LA, Member 2009
 Southern University and A&M College Commencement Committee, Member and Co-Chair 2013-present
 Southern University and A&M College Founders Day Committee, Member 2013-present
 Southern University and A&M College Task Force Committee, Member 2016
 Southern Association of Colleges and Schools Commission on Colleges, Evaluator, 2017-present
 Member, SUBR Southern Association of Colleges and Schools Commission on Colleges Committee, Member and Co-Chair 2013-2019
 Southern University and A&M College University Wide Strategic Planning Committee, Member 2016
 Southern University and A&M College Academic Council Member, 2013-2019
 Southern University and A&M College Academic Council, Recording Secretary, 2013-2016
 Southern University and A&M College Assessment Committee Co-Chair, 2014-2017
 American College Personnel Association (ACPA), Member 2014
 Association for the Study of Higher Education (ASHE), Member 2013
 Public Administration Association, Member 2013
 Thurgood Marshall Academic Scholar's Award, 2012-2014

Guest Lecturer

- Southern University and A&M College of Education: Research for School Leaders (Presenter)
- Southern University and A&M College of Education: Best Practices in Curriculum Building (Presenter)
- Southern University and A&M College of Education: School Law (Presenter)

- Southern University and A&M College of Nursing: Fundamentals of Scholarly Writing (Presenter)
- Southern University at Shreveport: The American Political Process: A perspective from the African American Community (Presenter)
- University of Colorado at Colorado Springs: Learning and Improvement: How Data Drives the Decision (Presenter)
- Southeastern Louisiana University: The Declaration of Independence: The Paradox of Liberty (Presenter)
- Southern University and A&M College Delores M. R. Spikes Honors College and International Affairs and University Outreach: Multicultural Extravaganza, Presenter
- National Association for the Advancement of Colored People (NAACP) and Black History Club Gala, Keynote Speaker
- Acadia Youth Empowerment Summit, Facilitator
- Southern University and A&M College 2019 Faculty and Staff Spring Wellness Day, Facilitator
- Alpha Phi Alpha Fraternity, Inc. Regional College Brothers Retreat. The Unique and Intrinsic Qualities of a Leader in the 21st Century, Presenter
- Scotlandville Magnet High School, College and Career Fair Expo. Opening Session, Presenter
- Jack and Jill of America, Youth and Young Adult Empowerment Workshop, Presenter

Personal

Interests: Research, Public Service, Civic Engagement, Motivational Speaking, Mentoring, Community Organizing and Involvement, Singing, Jogging, and Traveling Abroad.

References

Available upon request.

Office of the Dean
College of Business
P. O. Box 9723



Voice: (225) 771-5640
FAX: (225) 771-5262
Website: www.subr.edu

August 14, 2021

Dr. Bijoy Sahoo, Executive Vice Chancellor for Academic Affairs
Third Floor Clark Administration Building
Southern University
Baton Rouge, LA 70813

RECEIVED

AUG 16 2021

Office of the Executive Vice President
for Academic Affairs and Provost

Dear Dr. Sahoo:

Attached is information that was provided in the offer and acceptance for employment for Dr. Lutfu Sagbansua in Supply Chain Management in the College of Business at Southern University Baton Rouge. Dr. Sua was offered and accepted employment in June 2020. Due to Visa issues his arrival was delayed and it was hoped he could join us in Spring 2021. He was finally cleared and arrived for Fall 2021. We are in critical need for his services in Supply Chain Management for our AACSB Accreditation. We request that he be approved and cleared his employment for Fall 2021 in that he was previously approved by all parties including the Board of Supervisors last year. It is unfortunate that his arrival was delayed by changes that were instituted in the visa application process and COVID-19 Pandemic.

Sincerely,

Donald R. Andrews, Dean

Approval Date August 16, 2021
Dr. Bijoy Sahoo Executive Vice Chancellor for Academic Affairs and Provost

Approval Date 8/16/21
Mr. Benjamin Pugh Vice Chancellor for Finance and Administration

Approval _____ Date _____
Dr. Ray Belton President-Chancellor

CC: Associate Vice President Tracie Woods



Office of the Dean
College of Business
P. O. Box 9723
Baton Rouge, Louisiana 70813

Voice: (225) 771-5640
FAX: (225) 771-5262

June 12, 2020

Dr. Lutfu Sua
American University of Central Asia
sua_l@auca.kg

RECEIVED

AUG 16 2021

Office of the Executive Vice President
for Academic Affairs and Provost

Dear Dr. Lutfu Sua:

I have provided information to Dr. Bijoy Sahoo, the Interim Executive Vice Chancellor for Academic Affairs on the faculty ratings provided by the search committee for the Supply Chain Management faculty position in the Department of Management and Marketing in the College of Business. Based on these ratings, I have recommended that you be offered the Supply Chain Management position. This recommendation was approved by Dr. Sahoo, Interim Executive Vice Chancellor for Academic Affairs at Southern University in Baton Rouge, Louisiana. We are offering you a position as an Associate Professor of Management in the Department of Management with a salary of \$90,000 for nine months. In addition, faculty that write and/or participate in grants can receive 20 percent additional compensation over their base salary under approved conditions. You are also eligible to apply for an endowed professorship in Management based on your research which provides a stipend.

You are also eligible to teach during our summer school. Summer school compensation is based on the percentage of courses that you teach. Up to three courses can be taught during the summer if they develop for a maximum of 3/3 of 2/9 of your base salary. This is subject to course enrollment and the session being offered at the University. We will provide you with office space to accommodate your needs and the required computer equipment. This offer is subject to you providing all required information, including your resume, original transcripts, copies of major publications, three reference letters and clearing all university required background checks. The College of Business will support your application for H-1B Visa status. We need these documents for developing the Personnel Action Form (PAF) required for initiating your employment. The PAF is subject to approval by the Southern University Board of Supervisors. Please send a letter indicating your acceptance of our offer to Dr. Bijoy Sahoo, the Interim Executive Vice Chancellor for Academic Affairs with a copy to me within two weeks. You are expected to report for work for the beginning of the Fall 2020 Semester.


The College of Business is accredited by AACSB-International. There are many projects and programs that are being developed in the College including our Online MBA program. We are excited about you joining our College and feel that your expertise will be highly important in

moving these programs forward. You are expected to maintain your academic qualifications based on our definition as provided by our faculty development policy, which is based on AACSB International guidelines and standards as related to our mission.



Approval _____ Date June 16, 2020
Dr. Bijoy Sahoo, Interim Executive Vice Chancellor for Academic Affairs

Sincerely Yours,



Donald R. Andrews, Dean

JOB CLASS				
JOB CODE				
CAL ID				

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form

POSITION NUMBER

RECEIVED

MAR 17 2021

CAMPUS: SUS _____ SUBR X SULAC _____ SUAREC _____ SUNO _____ SUSLA _____

Office of the Executive Vice President for Academic Affairs and Provost

EMPLOYMENT CATEGORY: 9-MONTH _____ 12-MONTH X OTHER _____ (Specify) _____

- Academic
- Temporary
- Tenured
- Tenured Track
- Other (Specify) _____
- Non-Academic
- Part-time (_____ % of Full Time)
- Undergraduate Student
- Graduate Assistant
- Retiree Return To Work
- Civil Service
- Restricted
- Job Appointment
- Probationary
- Permanent Status

Previous Employee Carlos Thomas Reason Left Resigned
 Date Left August 31, 2018 Salary Paid \$91,520.00

Profile of Person Recommended

Length of Employment AUGUST 9, 2021 To MAY 13, 2022
 Effective Date AUGUST 9, 2021

Name LUTFU SAGBANSUA SS# [REDACTED] Sex M Race* Turkish
(last 4 digits only)

Position Title: Assoc. Prof. in Supply Chaint Mgmt 2F9852-01 Department: Management & Marketing

Check One Existing Position *Visa Type (See Reverse Side): H I B
 New Position Expiration Date: July 31 2024

(Position vacancy authorization form must be processed and approved to fill existing and new positions. Position must be advertised before processing PAF, if applicable.)

Years Experience 0 Southern University Experience 7

Degree(s):	Type/Discipline (BA-Education):	Institution/Location (SU-Baton Rouge):	Year:
	<u>PhD. Operations Mgmt</u>	<u>University of Mississippi</u>	<u>2004</u>
	<u>MBA - Business Administration</u>	<u>Tory University</u>	<u>2001</u>
	<u>BS-Industrial Engineering</u>	<u>Istanbul University</u>	<u>2000</u>

Current Employer NA

Personnel Action

Check One New Appointment _____ Continuation _____ Sabbatical _____ Leave of Absence _____
 Transfer Replacement _____ Other (Specify) _____

Recommended Salary \$90,000.00 Salary Budgeted \$90,000.00

Source of Funds STATE

Identify Budget: 210842-211001-22207 Location _____
 Form Code: _____ Page _____ Item # _____

Change of: _____ From _____ To _____

Position _____
 Status _____
 Salary Adjustment _____

Financial Aid signature (if, applicable):

List total funds currently paid this employee by Southern University:

*See Reverse Side

Comments: (Use back of form)

Source of Funds	Amount

*See Reverse Side

Graduate School signature (if, applicable):

[Signature] 8/17/2021 Supervisor Date
[Signature] 5/17/2021 Dean/Unit Head Date
[Signature] 8/17/2021 Vice Chancellor Date
[Signature] 8/17/21 Director/Personnel Date
 President Date
[Signature] 5/17/2021 Chairman/S.U. Board of Supervisors Date

This information is requested solely for the purpose of determining compliance with Federal Civil Rights Laws and does not affect employment consideration.

ETHNIC ORIGIN (Please check one):

_____ Hispanic or Latino X Non-Hispanic or Non-Latino

RACE (Please check all that apply):

_____ White, not of Hispanic origin. A person having origins in any of the original people of Europe, North Africa, or the Middle East.

_____ Black, not of Hispanic Origin. A person having origins in any of the Black racial groups of Africa.

_____ Hispanic. A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origins, regardless of race.

 X Asian or Pacific Islander. A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

_____ American Indian or Alaskan Native. A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

COMMENTS: This EPAF is effective for August 9, 2021 to May 13, 2021 to hire Dr. Lutfu Sagbansua as an Associate Professor in Supply Chain Management/Management in the Department of Management and Marketing. He is being hired as a full time faculty member to replace Dr. Carlos Thomas. Per Human Resources his EPAF is being submitted again; because he had VISA issues which revolved around the last president of the United States he is not able to report to the SUBR campus. EPAF 116426 was cancelled to restart the hiring process.

EMPLOYEE REGULAR WORK SCHEDULE: MONDAY – FRIDAY
EMPLOYEE DIRECT SUPERVISOR: Kimberly Powell / Donald Andrews
SUPERVISOR/DEPARTMENT CONTACT NUMBER 771-5191
NUMBER OF EMPLOYEES SUPERVISED, (if any) 0

HR USE ONLY: STATUS (circle one): EXEMPT NON-EXEMPT

GUIDELINES: All employees, students, graduate assistants being employed through the use of this form are to report to and be cleared by the Human Resources before any employment is offered and before starting to work. All students are to bring with them clearance from the Financial Aid office, Statement of Account (fee receipt), and a class schedule. All prospective employees/students must bring a pictured ID, social security card, birth certificate, certificate of naturalization, resident alien card, H1-B and J-1 visas, passport, and F-1/I-94. The latter six (6) documents do not apply to U.S. Citizens.

Documentation must be provided for review and approval by Human Resources before employment is offered.

CLASS OF EMPLOYMENT (VISA STATUS):

<u>TYPE</u>	<u>CODE</u>	<u>EXPIRES</u>
United States Citizen/Certificate of Naturalization	US	
Resident Alien	RA	
H-1 Visa (Distinguished Merit & Ability)	H1	
J-1 Visa (Exchange Visitor Program)	J1	
F-1 Visa (Student Emp. FT Student at S.U.)	F1	
OPT (F-1 Visa-INS Prior Approval-“Practical Work Experience”)	F0	

Do Not Write Below This Area
For Human Resource and Budgetary Control Use Only!

- PAF APPROVAL PROCESS CHECKLIST (Must have the information outlined below):**
- _____ Approved Position Vacancy Authorization Form (applicable for new and replacement positions)
 - _____ Position Vacancy Announcement (position advertised before processing PAF, if applicable)
 - _____ Application for Employment Form Admin/Fac/Uncl Positions (Civil Service Application for classified employees)
 - _____ Authority to Release (signed by employee) (submitted to Human Resources with Criminal/Background Check form)
 - _____ Supervisory Criminal/Background Check Form (completed by employee/ verified and signed by supervisor)
 - _____ Exemptions Survey Form (signed by employee and budget head)
 - _____ Proposed Employee Appointment
 - _____ Proposed Employee Clearance
 - _____ Restricted/ Job Appointment/CS Rule 6.5g Letter of Justification (for classified, if applicable)

June 17, 2020

**Dr. Donald R. Andrews
Office of the Dean
College of Business
P. O. Box 9723
Baton Rouge, Louisiana 70813**

Dear Prof. Andrews,

I would like thank you, the search committee and the University administration for the confidence you have showed in me by offering this position. I also appreciate the time and effort spent by everyone involved in my application process.

I am pleased to accept your offer for the position as an Associate Professor of Management at a nine-month academic year salary of \$90,000. It was a pleasure to meet you and the members of the department, and I look forward to working as a colleague with all of you. I particularly appreciate your efforts in helping me with the employment procedures.

Again, thank you for your efforts on my behalf. I look forward to my association with the department.

Sincerely,

Lutfu Sagbansua

Lutfu S.Sua



**Office of the Dean
College of Business
P. O. Box 9723
Baton Rouge, Louisiana 70813**

**Voice: (225) 771-2763
FAX: (225) 771-5262
www.subr.edu**

June 1, 2020

Dr. Lutfu Sua:

We have reviewed your credentials and would like to move the discussion to better understand your requirements for considering employment at Southern University in Baton Rouge. I have discussed your information with Dr. Bijoy Sahoo, Interim Vice Chancellor for Academic Affairs and Provost on the ratings provided by the search committee for the Supply Chain position in the Department of Management and Marketing within the College of Business. Based on these ratings, I have recommended that you be considered for the position. Please provide me with information on your expectations for considering this position. What are your expectations with respect to the following:

Academic Rank:
Teaching Load:
Research Support Expectations:
Visa Sponsorship:
Salary:
Start Date:

We will provide you with office space to accommodate your needs and the required computer equipment. This consideration for employment is subject to you providing all required information, including your resume, original transcripts, three reference letters and clearing all university required background checks. We need these documents for developing the Electronic Personnel Action Form (EPAF) required for initiating employment. The EPAF is subject to approval by the Southern University Board of Supervisors. Please indicate when you are available to meet with me for a Zoom meeting given the time zone differences.

Sincerely,

Donald R. Andrews

Donald R. Andrews, Dean

I have provided information to Dr. Bijoy Sahoo, the Interim Executive Vice Chancellor for Academic Affairs on the faculty ratings provided by the search committee for the Supply Chain Management faculty position in the Department of Management and Marketing in the College of Business. Based on these ratings, I have recommended that you be offered the Supply Chain Management position. This recommendation was approved by Dr. Sahoo, Interim Executive Vice Chancellor for Academic Affairs at Southern University in Baton Rouge, Louisiana. We are offering you a position as an Associate Professor of Management in the Department of Management with a salary of \$90,000 for nine months. In addition, faculty that write and/or participate in grants can receive 20 percent additional compensation over their base salary under approved conditions. You are also eligible to apply for an endowed professorship in Management based on your research which provides a stipend.

You are also eligible to teach during our summer school. Summer school compensation is based on the percentage of courses that you teach. Up to three courses can be taught during the summer if they develop for a maximum of 3/3 of 2/9 of your base salary. This is subject to course enrollment and the session being offered at the University. We will provide you with office space to accommodate your needs and the required computer equipment. This offer is subject to you providing all required information, including your resume, original transcripts, copies of major publications, three reference letters and clearing all university required background checks. The College of Business will support your application for H-1B Visa status. We need these documents for developing the Personnel Action Form (PAF) required for initiating your employment. The PAF is subject to approval by the Southern University Board of Supervisors. Please send a letter indicating your acceptance of our offer to Dr. Bijoy Sahoo, the Interim Executive Vice Chancellor for Academic Affairs with a copy to me within two weeks. You are expected to report for work for the beginning of the Fall 2020 Semester.

The College of Business is accredited by AACSB-International. There are many projects and programs that are being developed in the College including our Online MBA program. We are excited about you joining our College and feel that your expertise will be highly important in moving these programs forward. You are expected to maintain your academic qualifications based on our definition as provided by our faculty development policy, which is based on AACSB International guidelines and standards as related to our mission. The official offer letter is attached.

Sincerely Yours,

Donald R. Andrews

Donald R. Andrews, Dean



"Linking Citizens of Louisiana with Opportunities for Success"

Southern University and A & M College System
AGRICULTURAL RESEARCH AND EXTENSION CENTER
and the **COLLEGE OF AGRICULTURAL, FAMILY AND CONSUMER SCIENCES**

Ashford O. Williams Hall
P. O. Box 10010
Baton Rouge, LA 70813
(225) 771-2242
(225) 771-2861 Fax
www.suagcenter.com

OFFICE OF THE CHANCELLOR-DEAN

July 27, 2021

Dr. Ray Belton, President
Southern University System
4th Floor J. S. Clark Admin Bldg.
Baton Rouge, LA 70813

Re: Request for SU Board Approval to Waive the Search for an Assistant Director/Regional Coordinator for the Communities of Color Network-Tobacco Cessation Program.

Dear President Belton:

This correspondence is to request your approval and the Southern University Board of Supervisors to waive the vacancy announcement for the position of Assistant Director/Regional Coordinator for the Communities of Color Network – Tobacco Cessation Program. Mr. Ryan Sugulleh has been employed with the Communities of Color Network for 4 years and has done an exceptional job with his duties as the Regional Coordinator. We are requesting he be named to the position.

The position of Assistant Director/Regional Coordinator will be responsible for but not limited to:

- Increase knowledge of and community response to the significant negative health impact of tobacco on Louisiana's communities of color and the tobacco industry's targeting of Louisiana's communities of color.
- Develop culturally competent messaging, programs and strategies for Louisiana tobacco prevention and control.
- Initiate and strengthen tobacco-free policies affecting Louisiana's communities of color.
- Perform other duties as assigned.

July 27, 2021

Letter to Dr. Belton

Page 2

Mr. Ryan Suguleh is most qualified person for the position of Assistant Director/Regional Coordinator of the Communities of Color Network. As aforementioned, he will bring experience, the necessary skill sets, and a wealth of knowledge to the Southern University Ag Center.

Please let me know if you have any questions.

Sincerely,



Orlando F. McMeans, PhD
Chancellor-Dean

Approval:

Ray L. Belton, PhD
President-Chancellor

Date

JOB CLASS			
JOB CODE			
CAL ID			

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form

POSITION NUMBER							
-----------------	--	--	--	--	--	--	--

CAMPUS: SUS SUBR SULAC SUAREC SUNO SUSLA

EMPLOYMENT CATEGORY: 9-MONTH 12-MONTH OTHER (Specify) _____

<input type="checkbox"/> Academic	<input type="checkbox"/> Non-Academic	<input type="checkbox"/> Civil Service
<input type="checkbox"/> Temporary	<input type="checkbox"/> Part-time (_____ % of Full Time)	<input type="checkbox"/> Restricted
<input type="checkbox"/> Tenured	<input type="checkbox"/> Undergraduate Student	<input type="checkbox"/> Job Appointment
<input type="checkbox"/> Tenured Track	<input type="checkbox"/> Graduate Assistant	<input type="checkbox"/> Probationary
<input type="checkbox"/> Other (Specify) _____	<input type="checkbox"/> Retiree Return To Work	<input checked="" type="checkbox"/> Permanent Status

Previous Employee _____ Reason Left _____
Date Left _____ Salary Paid _____

Profile of Person Recommended

Length of Employment July 1, 2021 _____ To June 30, 2021 _____
Effective Date July 1, 2021 _____

Name Ryan Sugulleh SS# _____ Sex M Race* AA

Position Title: Assistant Director/Regional Coordinator COC Department: Cooperative Extension

Check One Existing Position *Visa Type (See Reverse Side):

New Position Expiration Date: _____

(Position vacancy authorization form must be processed and approved to fill existing and new positions. Position must be advertised before processing PAF, if applicable.)

Years Experience 9 Southern University Experience 4

Degree(s):	Type/Discipline (BA-Education):	Institution/Location (SU-Baton Rouge):	Year:
	<u>M.A - Public Admin.</u>	<u>Southern University - Baton Rouge</u>	<u>2015</u>
	<u>B.S. - Criminal Justice</u>	<u>Southern University - Baton Rouge</u>	<u>2011</u>

Current Employer Southern University Ag Center

Personnel Action

Check One New Appointment Continuation Sabbatical Leave of Absence
 Transfer Replacement Other (Specify) _____

Recommended Salary \$61,280 Salary Budgeted \$61,280

Source of Funds State/Federal

Identify Budget: 626018-62150-63000/ Location _____
622304-62300-63000

Form Code: _____ Page 1 Item # 1

Change of:

Position Regional Coordinator From Assistant Director/Regional Coordinator To

Status _____

Salary Adjustment _____

Financial Aid signature (if applicable):

List total funds currently paid this employee by

Southern University:

*See Reverse Side

Comments: (Use back of form)

Source of Funds	Amount
<u>626018-62150-63000</u>	<u>41,480.00</u>
<u>622304-62300-63000</u>	<u>8,280.00</u>

*See Reverse Side

Graduate School signature (if applicable):

<u>James B. Peave</u> <u>7/14/2021</u> Supervisor Date	<u>Wanda Q. Y.</u> <u>7/14/21</u> Dean/Unit Head Date
<u>Wanda Q. Y.</u> <u>7/14/21</u> Vice Chancellor Date	<u>Wanda Q. Y.</u> <u>7/15/2021</u> Chancellor Date
<u>Wanda Q. Y.</u> <u>8/4/2021</u> Director/Personnel Date	<u>Wanda Q. Y.</u> <u>7/15/2021</u> Vice President/Finance Business Affairs/Comptroller Date
_____ President Date	_____ Chairman/S.U. Board of Supervisors Date

Bgo 7/23/2021

This information is requested solely for the purpose of determining compliance with Federal Civil Rights Laws and does not affect employment consideration.

ETHNIC ORIGIN (Please check one):

Hispanic or Latino Non-Hispanic or Non-Latino

RACE (Please check all that apply):

White, not of Hispanic origin. A person having origins in any of the original people of Europe, North Africa, or the Middle East.

Black, not of Hispanic Origin. A person having origins in any of the Black racial groups of Africa.

Hispanic. A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origins, regardless of race.

Asian or Pacific Islander. A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native. A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

COMMENTS:

EMPLOYEE REGULAR WORK SCHEDULE: 0800a - 4:30pm
 EMPLOYEE DIRECT SUPERVISOR: Jasmin Plowe
 SUPERVISOR/DEPARTMENT CONTACT NUMBER: 3/2242
 NUMBER OF EMPLOYEES SUPERVISED, (if any): 0

HR USE ONLY: STATUS (circle one): EXEMPT NON-EXEMPT

GUIDELINES: All employees, students, graduate assistants being employed through the use of this form are to report to and be cleared by the Human Resources before any employment is offered and before starting to work. All students are to bring with them clearance from the Financial Aid office, Statement of Account (fee receipt), and a class schedule. All prospective employees/students must bring a pictured ID, social security card, birth certificate, certificate of naturalization, resident alien card, H1-B and J-1 visas, passport, and I-17-94. The latter six (6) documents do not apply to U.S. Citizens.

Documentation must be provided for review and approval by Human Resources before employment is offered.

CLASS OF EMPLOYMENT (VISA STATUS):

TYPE

United States Citizen/Certificate of Naturalization
 Resident Alien
 H-1 Visa (Distinguished Merit & Ability)
 J-1 Visa (Exchange Visitor Program)
 P-1 Visa (Student Emp. FT Student at S.U.)
 OPT (F-1 Visa-INS Prior Approval-"Practical Work Experience")

CODE

US
 RA
 H1
 J1
 P1
 TO

VALID EXPIRES AVAILABLE

OFFICE OF THE AGRICULTURAL

RESEARCH AND EXTENSION

SOUTH CAROLINA

FINANCE & ADMINISTRATION SYSTEM

Mike Campbell

Do Not Write Below This Area

For Human Resource and Budgetary Control Use Only!

PAF APPROVAL PROCESS CHECKLIST (Must have the information outlined below):

- Approved Position Vacancy Authorization Form (applicable for new and replacement positions)
- Position Vacancy Announcement (position advertised before processing PAF, if applicable)
- Application for Employment Form Admin/Fnc/Uncl Positions (Civil Service Application for classified employees)
- Authority to Release (signed by employee) (submitted to Campus Police with Criminal/Background Check form)
- Supervisory Criminal/Background Check Form (completed by employee/ verified and signed by supervisor)
- Exemptions Survey Form (signed by employee and budget head)
- Proposed Employee Appointment
- Proposed Employee Clearance
- Restricted/ Job Appointment/CS Rule 6.5g Letter of Justification (for classified, if applicable)

SOUTHERN UNIVERSITY - BATON ROUGE, LA 70813

SUS SUBR SULAC SUAREC SUNO SUSLA

POSITION VACANCY AUTHORIZATION

REQUEST THAT THE POSITION TITLE Communities of Color Assist. Dir./Regional Coor. AS DESCRIBED BELOW
 BE AUTHORIZED AS A VACANCY FOR Southern University Agricultural Research and Extension Center
 (Department or Unit)

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Replacement | <input checked="" type="checkbox"/> New Position | <input checked="" type="checkbox"/> Unclassified | <input type="checkbox"/> State |
| <input type="checkbox"/> Civil Service | <input type="checkbox"/> Temporary | <input type="checkbox"/> Faculty | <input checked="" type="checkbox"/> Grant -In-Aid |
| <input type="checkbox"/> Tenured | <input type="checkbox"/> Probationary (For Faculty this is same as tenure track) | | <input type="checkbox"/> System Revenue |
| | | | <input type="checkbox"/> Agency Fund State |

VACANCY DESCRIPTION AND JUSTIFICATION

(Include rank (for faculty) and approximate salary; initiator of form must have prior approval of salary/salary range with the appropriate Vice-Chancellor, Chancellor and/or President. Salaries for classified positions must be approved through Human Resources).

The Communities of Color (COC) Assistant Director reports to the Director of COC and is responsible for assisting in the development, management, coordination, and implementation of COC programs, goals, and initiatives in the program's nine regions, including local policy campaigns. The COC Assistant Director communicates local developments and regional programs to the Director, fellow regional staff, and supporting COC staff through regularly scheduled meetings and reports; works with the Director to coordinate and supervise program operations; monitors attainment of program objectives; assist in budgeting and monitoring expenses; ensures compliance with regulations and internal policies; and fulfill duties as assigned by the Director. As Regional Coordinator the incumbent is responsible for the development, management, coordination, and implementation of TFL programs and initiatives in their region, including local policy campaigns. TFL Regional Managers communicate local developments and regional programs to the TFL Associate Director, fellow regional staff, and supporting LPHI staff through regularly scheduled meetings and reports. Appt. also includes an allocation to youth programming in Orleans parish.

Salary/Range: \$61,280.00 Previous Incumbent (if replacement): N/A

Approved Disapproved [Signature] 7/13/21
 Department Head Date

Approved Disapproved [Signature] 7/13/21
 Dean/Director/Supervisor of Budget Unit Date

FINANCE/BUDGET OFFICE ONLY	
Funds Available	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>[Signature]</u>	<u>7/23/21</u>
Signature	Date
Budget Number	80% - 626018 62150 63000 20% - 622304 62300 63000

HUMAN RESOURCES OFFICE ONLY			
Existing/Approved Position			
<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
Employee Class:	<u>MU</u>	Job Class:	<u>61290</u>
<u>[Signature]</u>		<u>7/26/21</u>	
Verified By:		Date:	

Approved Disapproved [Signature] 7/13/21
 Vice Chancellor Date

Approved Disapproved [Signature] 7/15/2021
 Chancellor/Vice President Date

Approved Disapproved _____
 President Date

An Equal Opportunity Employer



"Linking Citizens of Louisiana with Opportunities for Success"

Southern University and A & M College System
AGRICULTURAL RESEARCH AND EXTENSION CENTER
Office of the Vice Chancellor, Extension and Outreach
Ashford O. Williams Hall
P. O. Box 10010
Baton Rouge, LA 70813
(225) 771-2242
(225) 771-2861 Fax
www.suagcenter.com

July 14, 2021

Orlando F. McMeans, PhD
Chancellor – Dean
SUAREC/CAFCS

*Re: Waiver for the Appointment of the Assistant Director/Regional
Coordinator for the Communities of Color Network*

Dear Dr. McMeans:

I am requesting a waiver for the search of an Assistant Director/Regional Coordinator for the Communities of Color Network – Tobacco Cessation Program.

As such, I am also requesting that Mr. Ryan Sugulleh be named to the position. Ryan has been employed with the Communities of Color Network for 4 years and has done an exceptional job with his duties as Regional Coordinator.

The position of Assistant Director/Regional Coordinator will be responsible for, but not limited to:

- Increase knowledge of and community response to the significant negative health impact of tobacco on Louisiana's communities of color and the tobacco industry's targeting of Louisiana's communities of color.
- Develop culturally competent messaging, programs, and strategies for Louisiana tobacco prevention and control.
- Initiate and strengthen tobacco-free policies affecting Louisiana's communities of color.
- Perform other duties as assigned.

If additional information is warranted, please advise.

Sincerely,

De'Shoin A. York, PhD
Vice Chancellor, Extension and Outreach

APPROVED:

Orlando F. McMeans, PhD
Chancellor - Dean

EXTENSION PROGRAMS
Agriculture and Natural Resources
Community and Economic Development
Family and Human Development
Nutrition, diet and health Education
Youth Development

LIVESTOCK SHOW OFFICE
Livestock and Poultry Show
State and National Rabbit Show
State and Regional Horse Show

RESEARCH PROGRAMS
Economics, Marketing, Policy and Community Development
Human Nutrition, Health, Family and Consumer Sciences
Plant and Animal Production Systems
Urban Forestry, Natural Resources and Environment
(225) 771-4464 Fax

TECHNOLOGY SERVICES
Data/Network/Web Management
Electronic Media Publications
Technical Support and Training
(225) 771-4374 Fax

RYAN SUGULLEH

Seeking opportunity with an organization as a Project Manager or Director. I can offer excellent organizational, communication, management, leadership and problem-solving skills to the organization. I am an accomplished senior level sales professional with a demonstrated track record of building business and reaching goals. Offering over 6 years of sales and marketing expertise in constructing and delivering plans that propel brands to success.

EXPERIENCE

OCTOBER 2017 – CURRENT

REGIONAL COORDINATOR, SOUTHERN UNIVERSITY AGRICULTURE RESEARCH AND EXTENSION CENTER

- ✓ Participate in a region-wide coalition on the issues of tobacco use, prevention and control in designated areas.
- ✓ Plan, coordinate and implement outreach activities specific to the regions; maintain frequent interaction with community coalitions, director, disseminate educational materials and resources.
- ✓ Respond to the needs of coalition members.
- ✓ Recommend issues that should be addressed by the Communities of Color Network and collaborate with extension staff and other organizations (private and state) that have similar goals and missions.
- ✓ The areas include: St. Mary, St. Charles, St. John, St. James, Jefferson and Assumption, Orleans.
- ✓ Oversees the public image and manage all media relations of the COC Network in New Orleans. Assists in branding, positioning, and marketing implementation by actively presenting ideas to expand services offered, participating in business development meetings, ensuring brand and portfolio alignment with customer segments.
- ✓ Organized publicity events to include the preparation of press releases, press kits, and statement releases on the programs behalf.

JUNE 2016 – SEPTEMBER 2017

PROJECT MANAGER, PROJECT QA/QC SPECIALIST, METRO SERVICE GROUP, INC.

- ✓ Identify and troubleshoot problems within specific projects in a timely manner.
- ✓ Oversee and track milestones of projects task.
- ✓ Help develop project plans for assigned projects.
- ✓ Train employees to perform designated task.
- ✓ Manage Johnson Control energy efficiency project installation for the city of Hattiesburg.
- ✓ Human Resources management and Payroll for subcontractors
- ✓ Estimator, Purchasing Agent, and Cost Control Specialist
- ✓ Completed strategic competitive analysis by assessing strengths and weaknesses of competitors. Performed ongoing customer and market research and demographic profiling to identify and capitalize on unmet market needs ahead of the curve.
- ✓ Conducted meetings with producers and senior production staff and served as the liaison between the production, media, and the general public.
- ✓ Completed strategic competitive analysis by assessing strengths and weaknesses of competitors.
- ✓ Assisted in acquiring top level companies by initiating and securing bid through networking on the client's behalf.

OCTOBER 2012 – JUNE 2016

MPA STUDENT INTERNEE, ACCOUNTANT, POLICY ANALYST, LAW OFFICES OF JAMES L. OLIVER III, LLC

- ✓ Update emergency response plans.
- ✓ Compile and organize binders for face-to-face/weekly/monthly meetings.
- ✓ Handle media relations such as website, brand awareness, other marketing task and events for firm.
- ✓ Assist with day-to-day project activities and provide weekly journal entries of day-to-day activities.
- ✓ Manage the open enrollment program by planning, organizing, and conducting annual employee benefits enrollment.
- ✓ Contacts benefits plan providers requesting renewal of information and for all necessary information about the plans.
- ✓ Accountable for accounts payable and receivables, malpractice insurance accusation for firm, maintain purchasing for firm necessities, payroll, coordinate with other firms and courts for depositions, and document review and utilization.
- ✓ Effectively collaborated with other team members to establish new accounts while demonstrating consistent adherence to company standards and procedures.
- ✓ Encouraged business opportunities by focusing on client development, communication of vendor initiatives, and leading and developing the business.

EDUCATION

DECEMBER 2015

MASTER'S OF PUBLIC ADMINISTRATION, Southern University Agricultural & Mechanical College

Accumulative GPA: 3.7

Member of The American Society of Public Administration

Course Short List: Information System, Public Management, Human Resource Management, Marketing and Strategic Planning, Managerial Economics, Urban & Regional Planning, Applied Statistics, Conflict Mediation

MAY 2011

BACHELOR'S OF SCIENCE CRJU, Southern University Agricultural & Mechanical College

Member of Kappa Alpha Psi, Inc. Fraternity

Dean's List

Course Short List: Beginning Mandarin Chinese, American Government, Criminal and Civil Investigation, Criminal Law Procedures, Principles of Economics, Introduction to Logic, History of Civilization, Computer Literacy, General Psychology, Biology, Chemistry

SKILLS

- Organization
- Communication
- Microsoft Office
- Construction Management
- Marketing Strategies & Campaigns
- Corporate Communications
- Creative Team Leadership
- Product Sales Positioning & Branding
- Multitasking
- Collaborative Working
- Construction Cost Estimating
- Energy Solutions
- Sales
- Development of Training Materials
- Public & Media Relations
- Web & Print Content Development

ACTIVITIES

Dean's List • Criminal Justice Club • Spring 2009 initiate of the Alpha Sigma chapter of Kappa Alpha Psi Fraternity, Inc. (Position Exchequer) • National Merit Semi-Finalist, 2007

Southern University Agricultural Research and Extension Center

Communities of Color Network (COC) Position Description

Position: Communities of Color Network Assistant Director/Regional Coordinator

Position Description:

Louisiana's tobacco statistics are startling. The state ranks number two as the largest percentage of African-American smokers. Nearly 24 percent of Louisiana adults smoke and a quarter of high school students in Louisiana are smokers. The Southern University Cooperative Extension Communities of Color Network (COC) serves as the infrastructure for building capacity, coordinating, organizing, and implementing tobacco prevention and control programs and activities in the region.

The examination of tobacco-related health disparities and the cultural and socioeconomic dynamics that exist inside communities of color, indicate the need for innovative planning and action to offset the outcomes of tobacco-related health disparities in these communities. The Communities of Color Network (COC) does its part of innovative planning and action by working inside communities of color educating and empowering people to create healthier communities; and working strategically within the regional tobacco subcommittees. The Communities of Color Network works collaboratively with members of the communities, organizations, and partners to increase the awareness of and utilization of cessation services among Louisiana's communities of color to achieve the following outcomes:

- 1) Increase knowledge of and community response to the significant negative health impact of tobacco on Louisiana's communities of color and the tobacco industry's targeting of Louisiana's communities of color.
- 2) Develop culturally competent messaging, programs, and strategies for Louisiana tobacco prevention and control.
- 3) Initiate and strengthen tobacco-free policies affecting Louisiana's communities of color.

The Communities of Color (COC) Assistant Director reports to the Director of COC and is responsible for assisting in the development, management, coordination, and implementation of COC programs, goals, and initiatives in the program's nine regions, including local policy campaigns. The COC Assistant Director communicates local developments and regional programs to the Director, fellow regional staff, and supporting COC staff through regularly scheduled meetings and reports; works with the Director to coordinate and supervise program operations; monitors attainment of program objectives; assist in budgeting and monitoring expenses; ensures compliance with regulations and internal policies; and fulfill duties as assigned by the Director.

Qualifications:

- Master's degree in Public Health, Public Administration, Public Policy, or related field required or equivalent combination of experience and education.
- Five years of relevant professional experience required.

- Demonstrated effective professional relationships with principles from among offices of Department of Health (DOH), other state offices that impact health, statewide organizations.
- Experience working on health related community change, outreach, mobilization, and/or capacity building programs, including tobacco prevention and control.
- Extensive knowledge of public health issues in Louisiana and experience working on local Louisiana health programs preferred.

Duties and Responsibilities:

COC Assistant Director

- Work with the Director of COC to manage and maintain a state office to serve as a site for planning and development of COC and programs and initiatives.
- Compile program reports for COC's Director and other staff as requested.
- Serve as public relations and/or media point-of-contact for regions working in close partnership with the Cooperative Extension Department's Communications staff and strategic partners.
- Participate and provide technical assistance to regional Healthy Communities Coalition (HCC) with specific attention to tobacco related goals.
- Develop regional partnerships with related public health organizations, community interest groups, business organizations, and local municipalities on public health programming opportunities.
- Provide tobacco control education and outreach to support COC policy priorities and initiatives.
- Work with COC staff to keep detailed records of community mobilization and relationship building efforts in the regions.
- Other duties as assigned.

Desired Skills, Knowledge, and Abilities:

- Collaborates with colleagues and partners.
- Ability to think proactively, function independently and contribute effectively to team success.
- Demonstrates strong leadership qualities, and emotional intelligence.
- Ability to work both independently and in a team environment.
- Strong networking and interpersonal skills and experience working with individuals and groups from diverse backgrounds.
- Practices a learning orientation.
- Champions and manages change.
- Assures quality and impact.
- Ability to maintain a highly detail-oriented approach while maintaining an appreciation of the long-term goals and objectives of the program.
- Applies systems thinking and acts strategically.
- Ability to approach tasks in a solutions-orientated manner and with an entrepreneurial spirit.

- Ability to interact with media (television, radio, & print).
- Strong skills in written and oral communications to represent the program to community members, statewide smoking prevention initiatives, state, and local government representatives.
- Experience in formal report writing an asset.
- Knowledge of the different regional areas of Louisiana.
- Ability to oversee many tasks at once.
- Ability to work non-traditional hours as needed.
- Ability to travel statewide throughout the year.
- Working knowledge of Microsoft Applications, including:
 - Microsoft TEAMS
 - Microsoft Word
 - Microsoft Excel
 - Microsoft PowerPoint
 - Microsoft Outlook
 - Microsoft Publisher

Salary/Benefits:

1. Salary dependent on education and experience.
2. A competitive benefits package is offered to all Southern University Agricultural Research and Extension Center full-time staff.

**DELIVERY OF DEGREE PROGRAMS THOROUGH
DISTANCE EDUCATION TECHNOLOGY**

**REQUEST FOR AUTHORITY TO OFFER AN EXISTING ACADEMIC PROGRAM
THROUGH DISTANCE LEARNING TECHNOLOGIES**

(Academic Affairs Policy 2.12, revised January 2014)

1. University or College

The College of Arts and Sciences
Southern University at New Orleans
6400 Press Drive
New Orleans, LA 70126

2. Name, Phone and Email Address of contact person for questions regarding this request

Dr. Evelyn Harrell, Dean
College of Arts and Sciences
6400 Press Drive
New Orleans, LA 70126
eharrell@suno.edu

Dr. Gregory Ford,
Vice Chancellor for Academic Affairs
6400 Press Drive
New Orleans, LA 70126
gford@suno.edu

Dr. James H. Ammons, Chancellor
Southern University at New Orleans
6400 Press Drive
New Orleans, LA 70126
jammons@suno.edu

Tracy Barley, Assoc Vice President for Online and Distance Education
The Southern University System
801 Harding Blvd.
Baton Rouge, LA 70813
Tracy_Barley@subr.edu

3. Name of Degree Program and CIP Classification

Bachelor of Interdisciplinary Studies
CIP Code 30.9999

4. List the initial date of implementation

Fall 2021

5. Briefly describe the program. If there are any differences (e.g., curriculum, admission, graduation requirements, etc.) between the program to be delivered via distance learning and the program offered through traditional delivery modes, explain, and provide a rationale for the differences.

The traditional program and this 100% online degree program both require students to complete 120 semester credit hours. However, unlike the traditional program the 120-semester credit hour online curriculum plan is

accelerated and can be completed in 3 years. The courses will be taught in eight-week sessions, two each semester and one eight-week summer term (See attached Plan of Study).

The student will have to select three different minor areas to complete a minimum of 48 semester credit hours of upper-level work. The number of online minors will be increased to align the needs of the workforce and high demand jobs. Upon initial implementation, students will select minors from Health Information Management Systems, Criminal Justice, Psychology, and Political Science.

This online program will boost enrollment by expanding access to this educational opportunity to students who are unable to attend on campus due to employment, geographic boundaries, and social barriers. This will also create additional opportunities to reengage those former students who stopped out prior to degree completion.

6. Briefly describe the extent to which the program will be offered via distance learning.

The program will be offered 100% online.

SACSCOC has previously approved Southern University at New Orleans to offer degree programs with more than 50% of the coursework electronically.

7. Describe distance learning technologies which will be used to offer the proposed program.

Moodle is the learning management system for Southern University at New Orleans. It will be used to deliver the instruction. The HIMS program will include primarily asynchronous instruction. However, to ensure mastery of specific learning outcomes, promote student engagement, and accommodate various learning styles, instructors may periodically incorporate synchronous instruction into a primarily asynchronous course. Students will not be required to come to the campus for instruction. Instructional technologies include MS Teams, ZOOM. Additionally, some discipline specific learning technologies will be incorporated where appropriate to support instruction.

8. Indicate where (city/town and parish) the proposed program will be offered.

The program will be marketed to students locally, throughout Louisiana, regionally and nationally.

9. Describe processes in place to ensure that students have structured access to faculty.

To ensure that students have structured access to faculty members, mandatory office hours, including virtual office hours, will be posted. In addition to regularly scheduled office hours, there will be "by appointment only" and some "drop-in" hours available in every course. As required by the Division of Academic Affairs, faculty must post office hours, email response policies, and best contact method within the course syllabus.

If this is the campus' first request for approval to offer 50% or more of a program electronically, upon approval by the Board of Regents the campus must submit notification to the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) prior to implementation. Once the SACSCOC provides a letter acknowledging acceptance of this notification to the campus, a copy should be provided to the Board of Regents.

Gregory D. Ford
Provost/Vice Chancellor for Academic Affairs

08/06/2021
Date

Jarvis H. Anderson 8/6/2021
Campus Head (or Authorized Signature)

System Head (or Authorized Signature)

DIVISION OF INFORMATION TECHNOLOGY



Southern University and A&M College

P. O. Box 12891
Baton Rouge, Louisiana 70813
(225) 771-3935 (Voice)
(225) 771-2883 (Fax)

2 August 2021

Dr. Ray L. Belton
President-Chancellor
Southern University System
Baton Rouge, LA 70813

RE: *Appointment for Information Technology Liaison Position*

This correspondence comes to recommend the candidate for the position of Information Technology Liaison. This is an upgraded position of the Academic Technology Coordinator once occupied by Dr. Francesca Williams. The individual in the newly reconstituted position will serve as an efficient and communicative liaison officer on technology matters between DoIT, university constituents, and external entities. The individual will maintain thorough knowledge of technology policies and procedures; respond proactively to incidents and resolve conflicts; collect, analyze, and utilize data and feedback to identify opportunities for improvements; and develop and foster relationships with the university community and other entities. The individual will assist with managing projects and budgets, and performs other duties as assigned.

Upon conclusion of interviews, I am pleased to recommend a qualified candidate in the person of Ms. Sarah Spland. Ms. Spland has proven experience suitable for this job. She is no stranger to the SUBR community having served previously in the role of LMS Director in the old Technology Network Services (TNS) unit. In fact, several current and former personnel continue to attest to her great rapport with faculty and staff. I have every reason to believe Ms. Spland will return to the university with similar vigor and vitality, and promote good working relationships with faculty, staff, and students.

Your favorable endorsement of this recommendation will be greatly appreciated. I am available to clarify any inquiries you may have. Thank you.

Sincerely,

Gabriel Fagbeyiro, Ed.D.
Associate VP/CIO

Approved:

Dr. Ray Belton, President-Chancellor

Date

Mr. Benjamin Pugh, V.C. – Finance

Date

xc: Mr. Flandus McClinton, Vice President for Finance

JOB CLASS			
JOB CODE			
CAL ID			

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form

POSITION NUMBER	2	M	9	0	3	1
-----------------	---	---	---	---	---	---

CAMPUS: SUS _____ SUBR SULAC _____ SUAREC _____ SUNO _____ SUSLA _____

EMPLOYMENT CATEGORY: 9-MONTH _____ 12-MONTH _____ OTHER _____ (Specify) _____

Academic Non-Academic Civil Service
 Temporary Part-time (_____ % of Full Time) Restricted
 Tenured Undergraduate Student Job Appointment
 Tenured Track Graduate Assistant Probationary
 Other (Specify) _____ Retiree Return To Work Permanent Status

Previous Employee Francesca Melleion-Williams Reason Left Accepted Another Job Offer
 Date Left August 31, 2016 Salary Paid \$66,000.00

Profile of Person Recommended

Length of Employment October 1, 2020 To September 30, 2021
 Effective Date August 1, 2021

Name Sarah T. Spland SS# [REDACTED] Sex Female Race* Black
 (Last 4 digits only)

Position Title: Information Technology Liaison (2M9031) Department: Dept. of Information Technology

Check One Existing Position *Visa Type (See Reverse Side): U S
 New Position Expiration Date: _____

(Position vacancy authorization form must be processed and approved to fill existing and new positions. Position must be advertised before processing PAF, if applicable.)

Years Experience 23 Years Southern University Experience 14 Years
 Degree(s): Type/Discipline (BA-Education): Institution/Location (SU-Baton Rouge): Year:
BA-Education Southern University & A&M College 1972
Masters - Supervision & Admin Southern University & A&M College 1976
Technology Facilitator Louisiana State University 2005

Current Employer _____

Personnel Action

Check One _____ New Appointment _____ Continuation _____ Sabbatical _____ Leave of Absence
 _____ Transfer Replacement _____ Other (Specify) _____

Recommended Salary \$65,000.00 Salary Budgeted \$65,000.00

Source of Funds Title III - 220429-21091-61002-24100

Identify Budget: 220429-21091-61002-24100 Location Information Technology
 Form Code: Title III - FY 20-21 Page _____ Item # _____

Change of: _____
 Position From _____ To Information Technology Liaison (2M9031-00)
 Status _____ Full-Time
 Salary Adjustment _____ \$65,000.00

Financial Aid signature (if, applicable): _____

List total funds currently paid this employee by Southern University:

Source of Funds	Amount
220429-21091-61002-24100	\$65,000.00

*See Reverse Side
 Comments: (Use back of form)

*See Reverse Side Graduate School signature (if, applicable): _____

Gabriel Zagheira/n.h. 7/30/21 [Signature] 8/02/2021
 Supervisor Date Dean/Unit Head Date

[Signature] 8/4/2021 [Signature] _____
 Vice Chancellor Date Chancellor Date
[Signature] _____
 Director/Personnel Date Vice President/Finance Date
 Business Affairs/Comptroller

President _____ Date Chairman/S.U. Board of Supervisors _____ Date

This information is requested solely for the purpose of determining compliance with Federal Civil Rights Laws and does not affect employment consideration.

ETHNIC ORIGIN (Please check one):

Hispanic or Latino _____ Non-Hispanic or Non-Latino _____

RACE (Please check all that apply):

White, not of Hispanic origin. A person having origins in any of the original people of Europe, North Africa, or the Middle East.

Black, not of Hispanic Origin. A person having origins in any of the Black racial groups of Africa.

Hispanic. A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origins, regardless of race.

Asian or Pacific Islander. A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native. A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

COMMENTS: The Information Technology Liaison serves as a liaison between the DoIT, SUS faculty, the SUS administration and external stakeholders and has a dual presence at the SUBR campus. This position will work in tandem with the Assoc. Vice President to plan trainings, ERP modules, Moodle and other IT needs of the University community. This position will represent DoIT and the University at academic and industry conferences related to innovation and technology.

EMPLOYEE REGULAR WORK SCHEDULE: 8:00am - 5:00pm (Monday-Friday) & on call as needed

EMPLOYEE DIRECT SUPERVISOR: Dr. Gabriel Engbeyira, AVP/CIO

SUPERVISOR/DEPARTMENT CONTACT NUMBER: (225) 771-5091

NUMBER OF EMPLOYEES SUPERVISED, (if any): _____

HR USE ONLY: STATUS (circle one): EXEMPT _____ NON-EXEMPT _____

GUIDELINES: All employees, students, graduate assistants being employed through the use of this form are to report to and be cleared by the Human Resources before any employment is offered and before starting to work. All students are to bring with them clearance from the Financial Aid office, Statement of Account (fee receipt), and a class schedule. All prospective employees/students must bring a pictured ID, social security card, birth certificate, certificate of naturalization, resident alien card, H1-B and J-1 visas, passport, and F-1/I-94. The latter six (6) documents do not apply to U.S. Citizens.

Documentation must be provided for review and approval by Human Resources before employment is offered.

CLASS OF EMPLOYMENT (VISA STATUS):

TYPE	CODE	EXPIRES
United States Citizen/Certificate of Naturalization	US	
Resident Alien	RA	
H-1 Visa (Distinguished Merit & Ability)	H1	
J-1 Visa (Exchange Visitor Program)	J1	
F-1 Visa (Student Emp. F1 Student at S.U.)	F1	
OPT (F-1 Visa-INS Prior Approval-"Practical Work Experience")	F0	

**Do Not Write Below This Area
For Human Resource and Budgetary Control Use Only!**


PAF APPROVAL PROCESS CHECKLIST (Must have the information outlined below):

- _____ Approved Position Vacancy Authorization Form (applicable for new and replacement positions)
- _____ Position Vacancy Announcement (position advertised before processing PAF, if applicable)
- _____ Application for Employment Form Admin/Fac/Uncl Positions (Civil Service Application for classified employees)
- _____ Authority to Release (signed by employee) (submitted to Human Resources with Criminal/Background Check form)
- _____ Supervisory Criminal/Background Check Form (completed by employee/ verified and signed by supervisor)
- _____ Exemptions Survey Form (signed by employee and budget head)
- _____ Proposed Employee Appointment
- _____ Proposed Employee Clearance
- _____ Restricted/ Job Appointment/CS Rule 6.5g Letter of Justification (for classified, if applicable)

220429-21091-61002-24100-#10,833.32

SOUTHERN UNIVERSITY SYSTEM
OFFICE OF THE ASSOCIATE COMPTROLLER
I certify that the above purchase(s) is (are)
allowable under the terms and conditions
of the appropriation, budget or award agreement)

AUG 03 2021

Allowability/Compliance Verified By: 
Encumbered Funds Available By: _____
Date: 8/3/21

Sarah Thomas-Johnson Spland

Education

Southern University and A&M College
+30 Hours, Southern University and A&M College
Further Study SUBR – Science and Math PhD Program
Baton Rouge, LA- December 2011-2012

Educational Technology Certification
Louisiana State University
Baton Rouge, LA – May 2010

Master of Education, Administration and Supervision
Southern University and A&M College
Baton Rouge, LA June 1990 - August 1992

Bachelor of Science, Secondary Education
Southern University and A&M College
Baton Rouge, LA May 1972 – August 1976

Experience

Biology Teacher
July 2019- Present
Capitol High School
1000 N 23rd St, Baton Rouge, LA 70802
Baton Rouge, LA 70806 -Phone: (225) 239-7508

STEM COORDINATOR--INTERVENTIONIST--SCIENCE TEACHER--
Iberville Charter Academy (August 2017-May 2019)
Charter School USA
24360 Enterprise Blvd.
Plaquemine, LA 70764 -- Phone: (225) 238-7346

CEO's Assistant
Southern Teacher and Parent Credit Union
June 2016-August 2017
728 Harding Blvd.
Baton Rouge, LA 70807 – Phone: (225) 775-8597

Biology, Environmental, Physical and Life Sciences, Introduction to Business Computer Applications Teacher
October 2012- September 2015
East Baton Rouge Parish School System
Belaire High School / Park Forest Middle
Baton Rouge, LA 70806 -Phone: (225) 922-5400

Coordinator, Training and User Support Services
August 1998 – July 2012
Southern University and A&M College
Office of Technology and Network Services

As Coordinator of Training and Support Services for the Office of Technology and Network Services, my responsibilities included the management of:

- General access student computer laboratories
- Blackboard Learning Management System
- Instructor Led Information Technology Training

- E-Learning, MOODLE
- Quality Teaching with Technology
- Quality Matters Certification
- Technology Training Center

Adjunct Instructor, Department of Curriculum and Instruction
 August 2000 – July 2009
 Southern University and A&M College
 Baton Rouge, LA

August 1995-July 1998
Science, Chemistry and Physics Instructor, Southern University
 Laboratory School, Baton Rouge, LA

June 1997-July 1998
Summer Transportation Institute Project Director, Southern University and
 A&M College, Baton Rouge, LA

June 1995-August 1995 **Instructor, Engineering Summer Institute Southern**
 University and A&M College, Baton Rouge, LA

August 1990-June 1995
Science Teacher, Glasgow Middle School, EBRP School System
 Baton Rouge, LA

August 1990-June 1995
Science Reform in-service Presenter, State Dept. of Education, Baton
 Rouge, LA

Academic Curriculum Interest

Computer integrated learning and instruction. E-learning instruction, Hands-on/Minds-on Science with particular attention to practical applications of scientific theories using technology.

Teaching Certification

Louisiana:
 Educational Technology Facilitator Specialist,
 General Science, Physics and Health, Physical and Safety Education/Driver
 Education, Supervisor of Student Teaching, Parish/City School Supervisor of
 Instruction

Honors

"Teacher of the Year" 1992-93 and 1993-94
 Brotherhood and Sisterhood Award Recipient, The National Conference of
 Christians and Jews, 1992-93
Who's Who Among America's Teachers (5th and 6th edition)

Organizations

National Science Teachers Association
 Louisiana Science Teachers Association
 National Education Association Science Teacher's Association for Minority
 Women
 National Education Association and Louisiana Association of Education

Special Projects/Presentation

Spland, S., "Something about PRAXIS", Fourth Annual J.K. Haynes
 Conference, "Best Praxis" Elementary Education
 Science Content Knowledge Teaching Institute 2007

Spland, S. and Bobba, R., et al " Hydrogen Energy Education and Economy:
 Assessment of Curriculum Innovations, Technology Integration, and Energy
 Module for Improving Energy Literacy of High School Students", Second Annual Solar Hydrogen Conference, University of
 Delaware, 2008

Facilitator and Co-PI, Technology Integrated Mathematics Empowered

Science (TIMES II), Exxon and LaSIP funded Science Education Project,
(1997-1999)

Facilitator, Technology-Integration: A Necessary Tool for Science Reform-
LaSIP Program SU Lab School

**Workshops and
Professional Development**

Blackboard Administrator
Online Training for Teachers 2009-2012

Southern University Mathematics and Science LaSIP Program, 1993
National Middle School Conference, 1993
Louisiana Environmental Energy Information Center (LEERIC)-Energy Track
(Pilot Teacher)
NSTA-National Science Teachers Association, St. Louis, Missouri
ZYC, Conference for High School and College Chemistry Teachers, Delgado
Community College, New Orleans, LA
ACT Skills Enhancement Program, Science Reasoning Instructor, 1994-97,
Southern University
Blackboard World, 2012, 2008
Educause, 2008

References:

1. **Mr. Huey K. Lawson**
Director of Title III
Southern University and A&M



2. **Ms. Rachel Carrier**
Director of Web
Southern University and A&M



3. **Ms. Courtney Bell**
Principal – Capitol High School



Sarah Thomas Spland



March 27, 2021

Dr. Gabriel Fagbeyiro
Associate Vice President
Division of Information Technology
Southern University and A&M College

Dear Dr. Fagbeyiro :

This letter comes to transmit my application for employment. I believe my broad-based experience along with my teaching certifications are an excellent match for the Southern University Division of Information Technology. My adaptability to fill missing gaps in any environment is my greatest strength. My current title is (Physical Science and STEM Biology Teacher).

As my resume' shows, I have thirty-six years of teaching experience at the high school, university undergraduate and graduate levels. Over my career I have taught teachers how to teach Science online and how to use the MOODLE and Blackboard learning management systems. As a STEM teacher I have taught Physical Science, Biology, Chemistry, Physics and Middle Science. In addition, I conducted numerous in-service workshops for elementary, secondary teachers and higher education faculty.

For nearly 15 years I served as Coordinator of Training and Support Services for the Office of Technology and Network Services at Southern University. I was responsible for all IT training, the help desk and student laboratory operations. This position evolved to include online educational support for tele-video conferencing, Blackboard, MOODLE and online learning pedagogy. During this period my greatest satisfaction came through my work with faculty and students that felt intimidated by the rapid technology advancements which occurred.

Thank you for your consideration of my credentials and experience in support of the Southern University Division of Information Technology. I look forward to an opportunity to discuss how we might work together to help promote professional technology development in support of the mission educate our students. I can be reached by mobile phone at 225-939-7014 or by email at sarahspland@gmail.com.

Sincerely,

Sarah T. Spland

RECEIVED

AUG 16 2021

Office of the Executive Vice President
for Academic Affairs and Provost



COLLEGE OF SCIENCES & ENGINEERING
OFFICE OF THE DEAN

Post Office Box 9969
Baton Rouge, LA 70813
Office: (225) 771-5290
Fax: (225) 771-5721

August 11, 2021

Dr. Ray L. Belton
President-Chancellor
Southern University and A&M College
Baton Rouge, LA 70813

Dear Dr. Belton

This letter comes to request approval to waive the search for the Associate Professor and Coordinator position in the Department of Civil and Environmental Engineering. This position would be fully funded through a federal Title III grant. For the past two years, the Department of Civil and Environmental Engineering has worked to further integrate construction, infrastructure, and facilities management courses into the existing civil and environmental engineering program in a manner that would lead to specializations, concentrations, minors and eventually an undergraduate degree program. During this time, we realized that this process has slowed because of gaps in expertise of existing program faculty. The US Congress is poised to pass a \$1.2 trillion national infrastructure bill. This bill is expected to provide for numerous major construction projects throughout the country for the next decade. With a shortage of well-trained professionals need to manage the construction, inspections and operation of these facilities, the need to immediately expand offerings becomes beneficial to our students, the State, and the nation. Because of a series of well-timed coincidences, we have identified a candidate with exceptional credentials that fills the gaps within the program and brings significant valued added experience and expertise to other areas such as the physical plant and facilities planning.

We have identified Mrs. Simonne Whitmore as a seasoned professional with over 25 years of experience in construction and project management. Her broad experiences include progressive growth into senior construction management as well as teaching construction management at the college level. We believe that the relationships that she has forged throughout her career will serve our students and the University well. She is expected to complete her PhD next year.

Finally, Mrs. Whitmore would be joining the University at a time when several campus projects are slated to begin construction. She views this opportunity as a living laboratory where student interns could get real world experience in the capital outlay request to construction process. Mrs. Whitmore is an expert on the capital outlay process and could lend considerable support to campus and system facility managers as they work to implement these new projects in a timely manner. Her resume is attached for your consideration.


Please feel free to reach out to us if we can provide additional support to this request.

Sincerely,



Patrick Carriere, Ph.D. P.E.,
Professor and Dean

Approved:



Professor Huey Lawson, Director, Title III Programs

Date
08/13/21



Dr. Bijoy Sahoo, Executive Vice Chancellor and
Provost

08/16/21

Dr. Ray L. Belton, President-Chancellor


8/16/21

JOB CLASS				
JOB CODE				
CAL ID				

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form

POSITION NUMBER									
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CAMPUS: SUS _____ SUBR _____ SULAC _____ SUAREC _____ SUNO _____ SUSLA _____

EMPLOYMENT CATEGORY: 9-MONTH _____ 12-MONTH _____ OTHER _____ (Specify) _____

<input checked="" type="checkbox"/> Academic	_____ Non-Academic	_____ Civil Service
_____ Temporary	_____ Part-time (_____ % of Full Time)	_____ Restricted
_____ Tenured	_____ Undergraduate Student	_____ Job Appointment
<input checked="" type="checkbox"/> Tenured Track	_____ Graduate Assistant	_____ Probationary 8/16 16 2021
_____ Other (Specify) _____	_____ Retiree Return To Work	_____ Permanent Status

RECEIVED
 8/16 16 2021
 Office of the Executive Vice President
 for Academic Affairs and Provost

Previous Employee N/A Reason Left _____
 Date Left _____ Salary Paid _____

Profile of Person Recommended

Length of Employment August 9, 2021 To May 8, 2022
 Effective Date September 1, 2021

Name Simonne J. Whitmore SS# xxx-xx- Sex F Race* B
 (Last 4 digits only)

Position Title: Associate Professor and Coordinator Department: Civil and Environmental Engineering

Check One Existing Position *Visa Type (See Reverse Side):
 New Position Expiration Date: _____

(Position vacancy authorization form must be processed and approved to fill existing and new positions. Position must be advertised before processing PAF, if applicable.)

Years Experience 27 Southern University Experience 0
 Degree(s): Type/Discipline (BA-Education): Institution/Location (SU-Baton Rouge): Year:
PhD - Industrial Engineering Louisiana State University - Baton Rouge, LA 2022
MS - Civil Engineering University of Florida - Gainesville, FL 2009
BS - Civil Engineering Southern University - Baton Rouge, LA 1994

Current Employer State of Louisiana

Personnel Action

Check One New Appointment _____ Continuation _____ Sabbatical _____ Leave of Absence
 Transfer _____ Replacement _____ Other (Specify) _____

Recommended Salary \$ 98,000 Salary Budgeted \$98,000

Source of Funds Title III Grant

Identify Budget: 220425-22002-61000-24100 Location Title III

Form Code: _____ Page _____ Item # _____

Change of: From To
 Position _____
 Status _____
 Salary Adjustment _____

Financial Aid signature (if, applicable):

List total funds currently paid this employee by Southern University:
 *See Reverse Side

Comments: (Use back of form)

Source of Funds	Amount

*See Reverse Side

Graduate School signature (if, applicable):

<u>John J. ...</u> Supervisor	<u>8/17/2021</u> Date	<u>[Signature]</u> Dean/Unit Head	<u>8/11/2021</u> Date
<u>[Signature]</u> Vice Chancellor	<u>8/16/2021</u> Date	<u>[Signature]</u> Chancellor	<u>8/16/21</u> Date
_____ Director/Personnel	_____ Date	_____ Vice President/Finance Business Affairs/Comptroller	_____ Date
_____ President	_____ Date	_____ Chairman/S.U. Board of Supervisors	_____ Date

This information is requested solely for the purpose of determining compliance with Federal Civil Rights Laws and does not affect employment consideration.

ETHNIC ORIGIN (Please check one):

_____ Hispanic or Latino _____ Non-Hispanic or Non-Latino

RACE (Please check all that apply):

_____ White, not of Hispanic origin. A person having origins in any of the original people of Europe, North Africa, or the Middle East.

_____ Black, not of Hispanic Origin. A person having origins in any of the Black racial groups of Africa.

_____ Hispanic. A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origins, regardless of race.

_____ Asian or Pacific Islander. A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

_____ American Indian or Alaskan Native. A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

COMMENTS:

This 9-month faculty position is funded by Title III. The faculty member will teach undergraduate and graduate courses in Civil and Environmental Engineering with focus on construction management related initiatives. This position will lead efforts to establish courses and curriculum in construction, infrastructure and facilities management. This position also will utilize their experience to advance coordination of capital outlay request in collaboration with campus and system facility managers.

EMPLOYEE REGULAR WORK SCHEDULE: _____

EMPLOYEE DIRECT SUPERVISOR: _____

SUPERVISOR/DEPARTMENT CONTACT NUMBER _____

NUMBER OF EMPLOYEES SUPERVISED, (if any) _____

HR USE ONLY: STATUS (circle one): EXEMPT NON-EXEMPT

GUIDELINES: All employees, students, graduate assistants being employed through the use of this form are to report to and be cleared by the Human Resources before any employment is offered and before starting to work. All students are to bring with them clearance from the Financial Aid office, Statement of Account (see receipt), and a class schedule. All prospective employees/students must bring a pictured ID, social security card, birth certificate, certificate of naturalization, resident alien card, H1-B and J-1 visas, passport, and F-1/I-94. The latter six (6) documents do not apply to U.S. Citizens.

Documentation must be provided for review and approval by Human Resources before employment is offered.

CLASS OF EMPLOYMENT (VISA STATUS):

<u>TYPE</u>	<u>CODE</u>	<u>EXPIRES</u>
United States Citizen/Certificate of Naturalization	US	
Resident Alien	RA	
H-1 Visa (Distinguished Merit & Ability)	H1	
J-1 Visa (Exchange Visitor Program)	J1	
F-1 Visa (Student Emp. FT Student at S.U.)	F1	
OPT (F-1 Visa-INS Prior Approval-"Practical Work Experience")	F0	

Do Not Write Below This Area
For Human Resource and Budgetary Control Use Only!

PAF APPROVAL PROCESS CHECKLIST (Must have the information outlined below):

- _____ Approved Position Vacancy Authorization Form (applicable for new and replacement positions)
- _____ Position Vacancy Announcement (position advertised before processing PAF, if applicable)
- _____ Application for Employment Form Admin/Fac/Uncl Positions (Civil Service Application for classified employees)
- _____ Authority to Release (signed by employee) (submitted to Human Resources with Criminal/Background Check form)
- _____ Supervisory Criminal/Background Check Form (completed by employee/ verified and signed by supervisor)
- _____ Exemptions Survey Form (signed by employee and budget head)
- _____ Proposed Employee Appointment
- _____ Proposed Employee Clearance
- _____ Restricted/ Job Appointment/CS Rule 6.5g Letter of Justification (for classified, if applicable)

SOUTHERN UNIVERSITY - BATON ROUGE, LA 70813

SUS SUBR SULAC SUAREC SUNO SUSLA

POSITION VACANCY AUTHORIZATION

REQUEST THAT THE POSITION TITLE Associate Professor and Coordinator AS DESCRIBED BELOW
 BE AUTHORIZED AS A VACANCY FOR Civil and Environmental Engineering
 (Department or Unit)

RECEIVED
 AUG 16 2021
 Office of the Executive Vice President
 Agency Fund State

- Replacement New Position Unclassified
 Civil Service Temporary Faculty
 Tenured Probationary (For Faculty this is same as tenure track)

Source of Funds
 State
 Grant-in-Aid
 System Revenue
 Agency Fund State

VACANCY DESCRIPTION AND JUSTIFICATION

(Include rank (for faculty) and approximate salary; initiator of form must have prior approval of salary/salary range with the appropriate Vice-Chancellor, Chancellor and/or President. Salaries for classified positions must be approved through Human Resources).

The Associate Professor and Coordinator position is requested as part of the Southern University and A&M College and its College of Sciences and Engineering plan to expand related program offerings in STEM fields with four-star and five-star job demand ratings. This position will lead efforts to establish courses and curriculum in construction, infrastructure, and facilities management. This position requires an experienced practitioner with significant experience and proven leadership. This position also will utilize their experience to advance coordination of capital outlay request in collaboration with campus and system facility managers.

Salary/Range: \$98,000 Previous Incumbent (if replacement): _____

Approved Disapproved John J. Li 8/13/2021
 Department Head Date

Approved Disapproved [Signature] 8/13/2021
 Dean/Director/Supervisor of Budget Unit Date

FINANCE/BUDGET OFFICE ONLY	
Funds Available	
_____ Yes	_____ No
Signature	Date
Budget Number	<u>220495</u>

HUMAN RESOURCES OFFICE ONLY			
Existing/Approved Position			
_____ Yes	_____ No		
Employee Class:		Job Class:	
Verified By:		Date:	

Approved Disapproved [Signature] 8/16/2021
 Vice Chancellor Date

Approved Disapproved [Signature] _____
 Chancellor/Vice President Date

Approved Disapproved _____ _____
 President Date

An Equal Opportunity Employer

JOB DESCRIPTION

Associate Professor and Coordinator

- Teach construction and engineering management courses at the undergraduate and graduate levels in the department of civil and environmental engineering department;
- Provide overall coordination and leadership in the design, development and implementation of construction related curriculum concentrations, minors and/or major degree programs;
- Collaboratively coordinate and consult as college liaison for campus capital outlay projects and requests with system and state facility planning and control offices to maximize project success and minimize approval and authorization periods;
- Advise students to help them attain academic and professional success;
- Work with and mentor student organizations and competition teams;
- Pursue professional development that includes scholarly activity and external funding and;
- Collaborate with related disciplines, industry partners, and communities;

Required qualifications:

- Doctoral degree or doctoral candidates within 1 year of degree completion from an accredited institution in engineering, architecture, construction management or closely related field.
- A construction-related specialization;
- 10 years relevant professional experience in the United States construction industry or comparable international experience.
- Individuals with an earned doctorate in construction or a construction-related field are eligible with 7 years of professional construction experience.
- Ability to communicate effectively, work cooperatively with students, faculty, staff, and administrators from diverse ethnic, cultural, and socioeconomic backgrounds, conduct themselves professionally, and perform appropriate service functions at the department, college, and university level.
- Demonstrable commitment to diversity, equity and inclusion.

Preferred qualifications:

- Professional certifications or licenses related to the design and/or construction industry.
- 5 years of relevant professional experience in a project management or supervisory capacity.
- Relevant teaching experience, with preference given to teaching experience in higher education.

SIMONNE R. WHITMORE

PROFILE

Effective manager with strong leadership and teambuilding skills experienced in working with others to achieve desired results. Professional engineer with a proven track record of delivering quality projects on time and within budget. Successful in building strategic working relationships with contractors and negotiating contract terms. Strengths include planning, communications, and analysis. Independent, self-motivated, analytical, detail oriented and able to accomplish objectives with little supervision.

EXPERIENCE

- Department of Business
Baton Rouge Community College, Baton Rouge, LA*
- Adjunct Instructor** **2018 - Present**
Teach the Planning and Scheduling course in the Construction Management Program
-
- Office of Facility Planning and Control,
Division of Administration, State of Louisiana, Baton Rouge, LA*
- Capital Outlay Technical Administrator** **2008 - Present**
- Responsible for the development, enactment and execution of the Capital Outlay Bill by the Office of Facility Planning and Control (FPC) representing the \$5 billion State Capital Outlay Budget
 - Formulate policies, procedures, and guidelines for the Capital Outlay Budget Process
 - Participate in high level budget decision making.
- Facility Planning and Control Manager** **2006-2008**
- Project Manager on capital outlay projects from inception of request through budget development, programming, design, construction, completion, and warranty
 - Enforced compliance with the legislatively approved program and budget, quality standards, technical requirements, and contract specifications
-
- Southeastern Louisiana University, Hammond, LA*
- Associate Director, Physical Plant** **2005-2006**
- Directed construction and maintenance activities for 365 acre, 60+ building main campus as well as satellite locations
 - Supervised maintenance personnel to ensure quality workmanship and outstanding customer service
- Construction Manager** **2004-2005**
- Coordinated campus construction, maintenance and renovation projects to ensure quality work and customer satisfaction
 - Streamlined work order documentation process resulting in more efficient tracking of labor and materials and reduced response times
-
- The Kroger Company, Atlanta, GA*
- Facility Engineer** **2003-2004**
Managed new store construction and existing store remodel projects

<i>ExxonMobil Fuels Marketing, Baton Rouge, LA</i> Maintenance and Repair Coordinator	2000-2002
<ul style="list-style-type: none"> ▪ Stewarded \$20M+ maintenance budget: decreased repetitive maintenance costs while maintaining an outstanding safety record (0 incidents in two years) ▪ Successfully implemented multi-project re-imaging program ▪ Reduced repair costs by developing new contractor relationships and negotiating lower rates with existing contractors 	
<i>ExxonMobil Fuels Marketing, Houston, TX</i> Market Investment Specialist/Project Engineer	1999-2000
<ul style="list-style-type: none"> ▪ Managed site acquisition and site development activities ▪ Ensured site specific designs were in compliance with corporate design standards ▪ Negotiated zoning variances and design concessions with local municipalities 	
<i>Exxon Company USA, Houston, TX</i> Territory Manager	1997-1999
<ul style="list-style-type: none"> ▪ Responsible for the operation of 12 retail stores ▪ Increased profitability by reducing maintenance costs while main ▪ Improved store manager skill set with increased training and communication 	
Project Engineer	1994-1997
<ul style="list-style-type: none"> ▪ Managed numerous develop projects concurrently from site selection through one year warranty inspection ▪ Improved customer satisfaction by conducting regional design standard reviews to incorporate customer and project engineer feedback to improve design functionality ▪ Served as instructor for Project Management courses for Project Engineers and Maintenance 	

EDUCATION

<i>Louisiana State University, Baton Rouge, LA</i> PhD Industrial Engineering	Expected December 2021
<i>University of Florida, Gainesville, FL</i> M.S. Civil Engineering	2009
<i>Southern University, Baton Rouge, LA</i> B.S. Civil Engineering, Cum Laude	1994

LICENSES/CERTIFICATIONS

<i>Louisiana Real Estate Commission</i> Real Estate Broker	2008 – present
Real Estate Salesperson	2006-2008
<i>Louisiana Board of Professional Engineers and Land Surveyors</i> Professional Engineer, Civil Engineering	2005-present

JOB CLASS3	8	0	0	0
JOB CODE	M			
CAL ID	U			

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form

POSITION NUMBER	3	M	9	9	6	9
-----------------	---	---	---	---	---	---

CAMPUS: SUS _____ SUBR _____ SULAC X SUAREC _____ SUNO _____ SUSLA _____

EMPLOYMENT CATEGORY: 9-MONTH _____ 12-MONTH X OTHER _____ (Specify) _____

X Academic _____ Non-Academic _____ Civil Service _____
 _____ Temporary _____ Part-time (_____ % of Full Time) _____ Restricted _____
 _____ Tenured _____ Undergraduate Student _____ Job Appointment _____
 _____ Tenured Track _____ Graduate Assistant _____ Probationary _____
 _____ Other (Specify) _____ Retiree Return To Work _____ Permanent Status _____

Previous Employee N/A Reason Left Sabbatical
 Date Left N/A Salary Paid \$81,000.00

Profile of Person Recommended

Length of Employment 08/01/2021 To 08/01/2022
 Effective Date 08/01/2021

Name Julie Stillman Sex F Race* W
 (Last 4 digits only)

Position Title: Academic Counselor and Instructor Department: Law Center - Instruction

Check One X Existing Position *Visa Type (See Reverse Side):

--	--	--

 _____ New Position Expiration Date: _____

(Position vacancy authorization form must be processed and approved to fill existing and new positions. Position must be advertised before processing PAF, if applicable.)

Years Experience 24 Southern University Experience 2
 Degree(s): Type/Discipline (BA-Education): Institution/Location (SU-Baton Rouge): Year:
J.D. Santa Barbara College of Law 2009
B.A. University of Washington 1992

Current Employer Southern University Law Center

Personnel Action

Check One _____ New Appointment _____ Continuation X Sabbatical _____ Leave of Absence _____
 _____ Transfer _____ Replacement _____ Other (Specify) _____

Recommended Salary -0- Salary Budgeted -0-

Source of Funds Grant

Identify Budget: Grant Location 320906-32030-61002-34100
 Form Code: BOR10 Page 1 Item # 1

Change of: _____
 Position _____ From _____ To _____
 Status _____
 Salary Adjustment _____

Financial Aid signature (if applicable):

List total funds currently paid this employee by Southern University:
 *See Reverse Side

Source of Funds	Amount
320906-32030-61002-34100	\$81,000.00

Comments: (Use back of form)

*See Reverse Side

Graduate School signature (if applicable):

[Signature] 8/9/2021
 Supervisor Date
[Signature] 8/9/2021
 Vice Chancellor Date

 Director/Personnel Date

 President Date

Dean/Unit Head [Signature] 8/6/21
 V/C for Finance & Admin. Date
 Chancellor [Signature] 8/9/2021

 Vice President/Finance Date
 Business Affairs/Comptroller

 Chairman/S.U. Board of Supervisors Date

This information is requested solely for the purpose of determining compliance with Federal Civil Rights Laws and does not affect employment consideration.

ETHNIC ORIGIN (Please check one):

Hispanic or Latino Non-Hispanic or Non-Latino

RACE (Please check all that apply):

- White, not of Hispanic origin. A person having origins in any of the original people of Europe, North Africa, or the Middle East.
- Black, not of Hispanic Origin. A person having origins in any of the Black racial groups of Africa.
- Hispanic. A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origins, regardless of race.
- Asian or Pacific Islander. A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.
- American Indian or Alaskan Native. A person having origins in any of the original peoples of North American, and who maintains cultural identification through tribal affiliation or community recognition.

COMMENTS:

Julie Stillman is requesting an unpaid Sabbatical leave for the Academic year 2021-2022.

EMPLOYEE REGULAR WORK SCHEDULE: Daily

EMPLOYEE DIRECT SUPERVISOR: Assoc. V/C Cynthia Reed

NUMBER OF EMPLOYEES SUPERVISED, (if any) 10

HR USE ONLY: STATUS (circle one): EXEMPT NON-EXEMPT

GUIDELINES: All employees, students, graduate assistants being employed through the use of this form are to report to and be cleared by the Human Resources before any employment is offered and before starting to work. All students are to bring with them clearance from the Financial Aid office, Statement of Account (see receipt), and a class schedule. All prospective employees/students must bring a pictured ID, social security card, birth certificate, certificate of naturalization, resident alien card, H1-B and J-1 visas, passport, and F-1/I-94. The latter six (6) documents do not apply to U.S. Citizens.

Documentation must be provided for review and approval by Human Resources before employment is offered.

CLASS OF EMPLOYMENT (VISA STATUS):

TYPE

- United States Citizen/Certificate of Naturalization
- Resident Alien
- H-1 Visa (Distinguished Merit & Ability)
- J-1 Visa (Exchange Visitor Program)
- F-1 Visa (Student Emp. FT Student at S.U.)
- OPT (F-1 Visa-INS Prior Approval-"Practical Work Experience")

SOUTHERN UNIVERSITY LAW CENTER
ENDEMBERED / FUNDS AVAILABLE
DOC. J.D. # US
DATE 8/6/2021
BY JL
F1
F0

Do Not Write Below This Area
For Human Resource and Budgetary Control Use Only!

PAF APPROVAL PROCESS CHECKLIST (Must have the information outlined below):

- Approved Position Vacancy Authorization Form (applicable for new and replacement positions)
- Position Vacancy Announcement (position advertised before processing PAF, if applicable)
- Application for Employment Form Admin/Fac/Uncl Positions (Civil Service Application for classified employees)
- Authority to Release (signed by employee) (submitted to Campus Police with Criminal/Background Check form)
- Supervisory Criminal/Background Check Form (completed by employee/ verified and signed by supervisor)
- Exemptions Survey Form (signed by employee and budget head)
- Proposed Employee Appointment
- Proposed Employee Clearance
- Restricted/ Job Appointment/CS Rule 6.5g Letter of Justification (for classified, if applicable)

CONTINGENT UPON AVAILABILITY OF FUNDS

BA-7 QUESTIONNAIRE

(Provide answers on the Questionnaire Analysis Form; answer all questions applicable to the requested budget adjustment.)

GENERAL PURPOSE

1. I.E.-This BA-7 is to avoid deficit expenditures in the Administration Program. This BA-7 is to budget a Supplemental Appropriation. This BA-7 is to budget receipt of a federal grant. This BA-7 budgets funding approved at March I.E.B. meeting.

REVENUES

(Explain the Means of Financing. Provide details including Source, authority to spend, etc.)

2. If STATE GENERAL FUND

- Provide details

3. If IAT

- List sending agency
- Attach signed IAT agreement or signed letter that sending agency concurs with the need for this BA-7
- Provide original Source of Funding (Where did the sending agency get the funds?)

4. If Self-Generated Revenues

- Explain how funds are generated
- Provide original fund balance and revised fund balance
- Provide amount of original fund balance that was originally budgeted
- Provide amount of revised fund balance that will be budgeted if this BA-7 is approved

5. If Statutory Dedications

- Provide creating authority (Louisiana Revised Statutes and/or Administrative Code citations)
- Current fund balance
- Current year anticipated revenue

6. If Interim Emergency Board Appropriations

- Attach I.E.B. notification approval (will serve as BA-7 justification)

7. If Federal Funds

- Provide a copy of the grant award from the Federal Agency
- Explain matching requirements associated with the proposed source of funding (be specific)

8. All Grants:

- Explain the purpose of the grant
- Provide a copy of the grant application and notification of grant award
- Provide spending plan for each year of multi-year grants

EXPENDITURES

9. Provide detailed expenditure information including how the amount requested was calculated.
10. If funds are being transferred, please explain how excess funds became available.
11. Provide object details as part of explanation.

OTHER

12. Provide names, phone numbers and e-mail addresses of agency contacts that can provide further information on this item and will attend JLCB to testify.

QUESTIONNAIRE ANALYSIS

(Please reference question numbers, provide detailed information and use continuation sheets as needed.)

GENERAL PURPOSE

1.) The purpose of this BA-7 request is to carryforward funds appropriated in fiscal year 2020-2021 based on Act 120 of 2021 for allocation of supplemental appropriations. The Southern University System will use the funds to fulfil the legislative intent of these funds in the current fiscal year.

REVENUES


- 2.) \$4,275,000 State General Fund (Direct)
 - a. Southern University Agricultural and Mechanical College - \$1,475,000: funds for infrastructure upgrades and equipment
 - b. Southern University – Shreveport: \$300,000: provides funding for implementation of an integrated health clinic
 - c. Southern University Agricultural Research & Extension Center: \$2,500,000: state match resource to draw down a like amount of federal grants from the US Dept. of Agriculture

- 3.) \$2,500,000 Federal Funds
 - a. Southern University Agricultural Research & Extension Center: \$2,500,000: federal grant funding drawn down from the US Dept. of Agriculture on a 1:1 match basis in concert with item 2c above

EXPENDITURES

9.) The funds will be used to support the general operations of the campuses. Specific expenditure categories include Operating Services, Professional Services, Other Charges, Acquisitions, and Major Repairs.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

DEPARTMENT: Higher Education		FOR OPB USE ONLY				
AGENCY: Southern University Board of Supervisor		OPB LOG NUMBER		AGENDA NUMBER		
SCHEDULE NUMBER: 19-615		Approval and Authority:				
SUBMISSION DATE: 07/20/21						
AGENCY BA-7 NUMBER: 1						
HEAD OF BUDGET UNIT: Dr. Ray Belton						
TITLE: System President-Chancellor						
SIGNATURE <small>(Certifies that the information provided is correct and true to the best of your knowledge):</small> 						
MEANS OF FINANCING	CURRENT FY 2021-2022	ADJUSTMENT (+) or (-)	REVISED FY 2021-2022			
GENERAL FUND BY:						
DIRECT	\$47,398,797	\$4,275,000	\$51,673,797			
INTERAGENCY TRANSFERS	\$3,869,822	\$0	\$3,869,822			
FEES & SELF-GENERATED	\$104,962,570	\$0	\$104,962,570			
STATUTORY DEDICATIONS	\$4,250,997	\$0	\$4,250,997			
Support Education in Louisiana First Fund (G10)	\$2,439,028	\$0	\$2,439,028			
Tobacco Tax Health Care Fund (E32)	\$1,000,000	\$0	\$1,000,000			
Subtotal of Dedications from Page 2	\$811,969	\$0	\$811,969			
FEDERAL	\$3,654,209	\$2,500,000	\$6,154,209			
TOTAL	\$164,136,395	\$6,775,000	\$170,911,395			
AUTHORIZED POSITIONS	0	0	0			
AUTHORIZED OTHER CHARGES	0	0	0			
NON-TO FTE POSITIONS	0	0	0			
TOTAL POSITIONS	0	0	0			
PROGRAM EXPENDITURES						
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
Southern University - Board of Supervisors	\$3,673,376	0	\$0	0	\$3,673,376	0
Southern University - Baton Rouge Campus	\$87,888,763	0	\$1,475,000	0	\$89,363,763	0
Southern University - Law Center	\$22,926,424	0	\$0	0	\$22,926,424	0
Southern University - New Orleans Campus	\$22,305,554	0	\$0	0	\$22,305,554	0
Southern University - Shreveport Campus	\$15,984,653	0	\$300,000	0	\$16,284,653	0
Southern University - Agricultural, Research & Extension Center	\$11,357,625	0	\$5,000,000	0	\$16,357,625	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0
TOTAL	\$164,136,395	0	\$6,775,000	0	\$170,911,395	0

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

DEPARTMENT: Higher Education	FOR OPB USE ONLY	
AGENCY: Southern University Board of Supervisor	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 19-615		
SUBMISSION DATE: 07/20/21	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: 1		

Use this section for additional Statutory Dedications, if needed.
 The subtotal will automatically be transferred to Page 1.

MEANS OF FINANCING	CURRENT FY 2021-2022	ADJUSTMENT (+) or (-)	REVISED FY 2021-2022
GENERAL FUND BY:			
STATUTORY DEDICATIONS			
Pari-mutuel Live Racing Facility Gaming Control Fund (G09)	\$50,000	\$0	\$50,000
Southern University AgCenter Program Fund (G12)	\$750,000	\$0	\$750,000
Education Excellence Fund (Z18)	\$11,969	\$0	\$11,969
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
SUBTOTAL (to Page 1)	\$811,969	\$0	\$811,969

Use this section for additional Program Names, if needed.
 The subtotal will automatically be transferred to Page 1.

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
SUBTOTAL (to Page 1)	\$0	0	\$0	0	\$0	0

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

Policy and Procedure Memorandum No. 52, Revised, requires that all Requests for Changes in Appropriation be fully documented. At a minimum, the following questions and statements must be answered. Use Continuation Sheets as needed. **FAILURE TO ANSWER ALL QUESTIONS COMPLETELY WILL BE CAUSE TO RETURN THIS DOCUMENT WITHOUT ACTION.**

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?
The source of funding is to use carryforward funds appropriated in fiscal year 2020-2021 based on Act 120 of 2021 for direct and federal funds. The Southern University System will use the funds to fulfil the legislative intent of the funds in the current fiscal year. The direct funds are for infrastructure upgrades, equipment, implementation of Health Clinic and matching grant funds. The funds will be used to support the general operations of the campuses.

2. Enter the financial impact of the requested adjustment for the next four fiscal years.

MEANS OF FINANCING OR EXPENDITURE	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
GENERAL FUND BY:					
DIRECT	\$4,275,000	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$0	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$0	\$0	\$0	\$0	\$0
FEDERAL	\$2,500,000	\$0	\$0	\$0	\$0
TOTAL	\$6,775,000	\$0	\$0	\$0	\$0

3. If this action requires additional personnel, provide a detailed explanation below:
No additional personnel will be required with this BA-7.

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.
The funds were allocated in fiscal year 2020-2021 and the University's intent is to carryforward the funds to the current fiscal year to fulfill the obligation.

5. Is this an after the fact BA-7, e.g.; have expenditures been made toward the program this BA-7 is for? If yes, explain per PPM No.52.
This is not an after the fact BA-7.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT							
PROGRAM 1 NAME: Southern University - Board of Supervisors							
MEANS OF FINANCING:	CURRENT FY 2021-2022	REQUESTED ADJUSTMENT	REVISED FY 2021-2022	ADJUSTMENT OUT-YEAR PROJECTIONS			
				FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
GENERAL FUND BY:							
Direct	\$3,673,376	\$0	\$3,673,376	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Statutory Dedications *	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MOF	\$3,673,376	\$0	\$3,673,376	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$3,673,376	\$0	\$3,673,376	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$3,673,376	\$0	\$3,673,376	\$0	\$0	\$0	\$0
POSITIONS							
Classified	0	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0	0
TOTAL T.O. POSITIONS	0	0	0	0	0	0	0
OTHER CHARGES POSITIONS	0	0	0	0	0	0	0
NON-TO FTE POSITIONS	0	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0	0
* Statutory Dedications:							
(Select Statutory Dedications)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Select Statutory Dedications)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Select Statutory Dedications)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Select Statutory Dedications)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Select Statutory Dedications)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Select Statutory Dedications)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Select Statutory Dedications)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Select Statutory Dedications)	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT						
PROGRAM 1 NAME: <u>Southern University - Board of Supervisors</u>						
MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0
EXPENDITURES:						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	0	0	0	0	0	0
OTHER CHARGES POSITION	0	0	0	0	0	0
NON-TO FTE POSITIONS	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT							
PROGRAM 2 NAME: Southern University - Baton Rouge Campus							
MEANS OF FINANCING:	CURRENT FY 2021-2022	REQUESTED ADJUSTMENT	REVISED FY 2021-2022	ADJUSTMENT FOR YEAR PROJECTIONS			
				FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
GENERAL FUND BY:							
Direct	\$20,228,691	\$1,475,000	\$21,703,691	\$0	\$0	\$0	\$0
Interagency Transfers	\$3,869,822	\$0	\$3,869,822	\$0	\$0	\$0	\$0
Fees & Self-Generated	\$62,181,366	\$0	\$62,181,366	\$0	\$0	\$0	\$0
Statutory Dedications *	\$1,608,944	\$0	\$1,608,944	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MOF	\$87,888,763	\$1,475,000	\$89,363,763	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$87,888,763	\$1,475,000	\$89,363,763	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$87,888,763	\$1,475,000	\$89,363,763	\$0	\$0	\$0	\$0
POSITIONS							
Classified	0	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0	0
TOTAL T.O. POSITIONS	0	0	0	0	0	0	0
OTHER CHARGES POSITIONS	0	0	0	0	0	0	0
NON-FTE POSITIONS	0	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0	0
* Statutory Dedications:							
Support Education in Louisiana First Fund (G10)	\$1,596,975	\$0	\$1,596,975	\$0	\$0	\$0	\$0
Education Excellence Fund (G10)	\$11,969	\$0	\$11,969	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 2 NAME: Southern University - Baton Rouge Campus

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$1,475,000	\$0	\$0	\$0	\$0	\$1,475,000

EXPENDITURES:						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$1,475,000	\$0	\$0	\$0	\$0	\$1,475,000
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$1,475,000	\$0	\$0	\$0	\$0	\$1,475,000

OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
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POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	0	0	0	0	0	0
OTHER CHARGES POSITION	0	0	0	0	0	0
NON-TO FTE POSITIONS	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT							
PROGRAM 3 NAME: <u>Southern University - Law Center</u>							
MEANS OF FINANCING:	CURRENT FY 2021-2022	REQUESTED ADJUSTMENT	REVISED FY 2021-2022	ADJUSTMENT: OUT-YEAR INDICATORS			
				FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
GENERAL FUND BY:							
Direct	\$4,927,259	\$0	\$4,927,259	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated	\$17,824,821	\$0	\$17,824,821	\$0	\$0	\$0	\$0
Statutory Dedications *	\$174,344	\$0	\$174,344	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MOF	\$22,926,424	\$0	\$22,926,424	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$22,926,424	\$0	\$22,926,424	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$22,926,424	\$0	\$22,926,424	\$0	\$0	\$0	\$0
POSITIONS							
Classified	0	0	0	0	0	0	0
Unclassified	0	48	48	0	0	0	0
TOTAL T.O. POSITIONS	0	48	48	0	0	0	0
OTHER CHARGES POSITIONS	0	0	0	0	0	0	0
NON-TO FTE POSITIONS	0	0	0	0	0	0	0
TOTAL POSITIONS	0	48	48	0	0	0	0
* Statutory Dedications:							
Support Education in Louisiana First Fund (G 1b)	\$174,344	\$0	\$174,344	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 3 NAME: Southern University - Law Center

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedicatlons	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0
EXPENDITURES:						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	0	0	0	0	0	0
OTHER CHARGES POSITION:	0	0	0	0	0	0
NON-TO FTE POSITIONS	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT
PROGRAM 4 NAME: Southern University - New Orleans Campus

MEANS OF FINANCING:	CURRENT FY 2021-2022	REQUESTED ADJUSTMENT	REVISED FY 2021-2022	ADJUSTMENT OUT-YEAR PROJECTIONS			
				FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
GENERAL FUND BY:							
Direct	\$8,851,532	\$0	\$8,851,532	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated	\$14,947,545	\$0	\$14,947,545	\$0	\$0	\$0	\$0
Statutory Dedications *	\$506,477	\$0	\$506,477	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MOF	\$22,305,554	\$0	\$22,305,554	\$0	\$0	\$0	\$0

EXPENDITURES:	CURRENT FY 2021-2022	REQUESTED ADJUSTMENT	REVISED FY 2021-2022	ADJUSTMENT OUT-YEAR PROJECTIONS			
				FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
SALARIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$22,305,554	\$0	\$22,305,554	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$22,305,554	\$0	\$22,305,554	\$0	\$0	\$0	\$0

POSITIONS	CURRENT FY 2021-2022	REQUESTED ADJUSTMENT	REVISED FY 2021-2022	ADJUSTMENT OUT-YEAR PROJECTIONS			
				FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
Classified	0	38	38	0	0	0	0
Unclassified	0	118	118	0	0	0	0
TOTAL T.O. POSITIONS	0	154	154	0	0	0	0
OTHER CHARGES POSITIONS	0	0	0	0	0	0	0
NON-TO FTE POSITIONS	0	0	0	0	0	0	0
TOTAL POSITIONS	0	154	154	0	0	0	0

* Statutory Dedications:	CURRENT FY 2021-2022	REQUESTED ADJUSTMENT	REVISED FY 2021-2022	ADJUSTMENT OUT-YEAR PROJECTIONS			
				FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
Support Education in Louisiana First Fund (SDF)	\$456,477	\$0	\$456,477	\$0	\$0	\$0	\$0
Parish-based Live Racing Facility Gaming Control Fund (SDF)	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0
Select Statutory Dedications	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Select Statutory Dedications	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Select Statutory Dedications	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Select Statutory Dedications	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Select Statutory Dedications	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Select Statutory Dedications	\$0	\$0	\$0	\$0	\$0	\$0	\$0

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 4 NAME: Southern University - New Orleans Campus

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0

EXPENDITURES:						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0

OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
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POSITIONS						
Classified	0	38	0	0	0	38
Unclassified	0	116	0	0	0	116
TOTAL T.O. POSITIONS	0	154	0	0	0	154
OTHER CHARGES POSITION:	0	0	0	0	0	0
NON-TO FTE POSITIONS	0	0	0	0	0	0
TOTAL POSITIONS	0	154	0	0	0	154

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT							
PROGRAM 5 NAME: <u>Southern University - Shreveport Campus</u>							
MEANS OF FINANCING:	CURRENT	REQUESTED	REVISED	ADJUSTMENT/OTHER PROJECTIONS			
	FY 2021-2022	ADJUSTMENT	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
GENERAL FUND BY:							
Direct	\$5,812,438	\$300,000	\$6,112,438	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated	\$10,008,838	\$0	\$10,008,838	\$0	\$0	\$0	\$0
Statutory Dedications *	\$163,377	\$0	\$163,377	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MOF	\$15,984,653	\$300,000	\$16,284,653	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation			\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$15,984,653	\$300,000	\$16,284,653	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$15,984,653	\$300,000	\$16,284,653	\$0	\$0	\$0	\$0
POSITIONS							
Classified	0	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0	0
TOTAL T.O. POSITIONS	0	0	0	0	0	0	0
OTHER CHARGES POSITIONS	0	0	0	0	0	0	0
NON-FTE POSITIONS	0	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0	0
Statutory Dedications:							
Support Education In Louisiana First Fund (910)	\$163,377	\$0	\$163,377	\$0	\$0	\$0	\$0
(Select Statutory Dedication)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Select Statutory Dedication)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Select Statutory Dedication)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Select Statutory Dedication)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Select Statutory Dedication)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Select Statutory Dedication)	\$0	\$0	\$0	\$0	\$0	\$0	\$0

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT						
PROGRAM 5 NAME: <u>Southern University - Shreveport Campus</u>						
MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$300,000	\$0	\$0	\$0	\$0	\$300,000
EXPENDITURES:						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0		\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$300,000	\$0	\$0	\$0	\$0	\$300,000
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$300,000	\$0	\$0	\$0	\$0	\$300,000
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	0	0	0	0	0	0
OTHER CHARGES POSITION:	0	0	0	0	0	0
NON-TO FTE POSITIONS	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0

STATE OF LOUISIANA
 DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
 REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT							
PROGRAM 5 NAME: <u>Southern University - Agricultural Research and Extension Center</u>							
MEANS OF FINANCING:	CURRENT FY 2021-2022	REQUESTED ADJUSTMENT	REVISED FY 2021-2022	ADJUSTMENT/OUT-YEAR PROJECTIONS			
				FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
GENERAL FUND BY:							
Direct	\$5,905,561	\$2,500,000	\$8,405,561	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Statutory Dedications *	\$1,797,855	\$0	\$1,797,855	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$3,654,209	\$2,500,000	\$6,154,209	\$0	\$0	\$0	\$0
TOTAL MOF	\$11,357,625	\$5,000,000	\$16,357,625	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$11,357,625	\$5,000,000	\$16,357,625	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$11,357,625	\$5,000,000	\$16,357,625	\$0	\$0	\$0	\$0
POSITIONS							
Classified	0	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0	0
TOTAL T.O. POSITIONS	0	0	0	0	0	0	0
OTHER CHARGES POSITIONS	0	0	0	0	0	0	0
NON-FTE POSITIONS	0	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0	0
* Statutory Dedications:							
Support Education in Louisiana First Fund (G10)	\$47,855	\$0	\$47,855	\$0	\$0	\$0	\$0
Tobacco Tax Health Care Fund (G32)	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$0
Southern University AgCenter Program Fund (G12)	\$750,000	\$0	\$750,000	\$0	\$0	\$0	\$0
Select Statutory Dedications	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Select Statutory Dedications	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Select Statutory Dedications	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Select Statutory Dedications	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Select Statutory Dedications	\$0	\$0	\$0	\$0	\$0	\$0	\$0

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 5 NAME: Southern University - Agricultural Research and Extension Center

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$2,500,000	\$0	\$0	\$0	\$2,500,000	\$5,000,000

EXPENDITURES:						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$2,500,000	\$0	\$0	\$0	\$2,500,000	\$5,000,000
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$2,500,000	\$0	\$0	\$0	\$2,500,000	\$5,000,000

OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
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POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	0	0	0	0	0	0
OTHER CHARGES POSITION:	0	0	0	0	0	0
NON-TO FTE POSITIONS	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0



SOUTHERN UNIVERSITY LAW CENTER

261 A. A. LENOIR HALL

POST OFFICE BOX 9294

BATON ROUGE, LOUISIANA 70813-9294

OFFICE OF THE CHANCELLOR

(225) 771-2552

FAX (225) 771-2474

August 2, 2021

Dr. Ray Belton
President/Chancellor
Southern University System and Baton Rouge Campus
J.S. Clark Administration Building
4th Floor
Baton Rouge, Louisiana 70813

RE: Memorandum of Understanding between Southern University Law Center and
Professional Football Players Mothers Association

Dear Dr. Belton:

The sport of football is one that brings many exciting challenges to families whose children are preparing to enter the college or professional arena. The Southern University Law Center (SULC) and Professional Football Players Mothers Association wish to engage in a collaborative working relationship to help educate law school students on guiding football players through the process.

SULC and Professional Football Players Mothers Association are entering into this strategic partnership to foster an understanding for SULC students who wish to enter into the field of sports law and to ensure that players at all levels have an opportunity to understand the process of collegiate and professional football.

I hereby request that this proposed MOU is presented for approval to the Southern University System Board of Supervisors at its August 2021, board meeting. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "John K. Pierre".

John K. Pierre
Chancellor and Vanue B. Lacour Endowed Law Professor

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTHERN UNIVERSITY LAW CENTER AND PROFESSIONAL
FOOTBALL PLAYERS MOTHERS ASSOCIATION**

1. **Parties.** This Memorandum of Understanding (this "MOU") is made and entered into by and between the Professional Football Players Mothers Association ("PFPMMA"), having an address at P.O. Box 461 Madison, AL 35758, and Southern University Law Center ("SULC"), whose address is 2 Roosevelt Steptoc Drive, P.O. Box 9294, Baton Rouge, Louisiana 70813.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the partnership between SULC and PFPMMA will function.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than one (1) year unless agreed to in writing by all parties. This MOU and its implementation will be reviewed annually during the pendency of its term and during subsequent additional years, if any. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand, electronic mail, or by certified mail to the official business addresses listed above.

4. **Responsibilities of PFPMMA.**
The responsibilities of PFPMMA include:

- Supporting SULC in its efforts to expose SULC students to internships and other mentorship/networking opportunities within PFPMMA and its constituent entities

5. **Responsibilities of SULC.**
The responsibilities of SULC include:

- Providing technical support and platform hosting for the PFPMMA and its constituent regions, beginning with a planned Midwest region symposium to be held on April 24, 2021, as well as a future symposium to be held in 2021-2022.
- Supporting PFPMMA in protecting its logo and other intellectual property.
- Designing and implementing programming opportunities to assist PFPMMA and its constituencies, managing and protecting their intellectual property and business brands (including current, aspiring and/or former professional football players)

6. Other Terms.

It is mutually understood, and agreed between the parties that:

- A. Each party takes legal and financial responsibility for the actions of its respective employees, officers, agents, representatives and volunteers ("Representatives"). Each party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the indemnifying party's acts or omissions (or the acts or omissions of its Representatives) related to its participation under this MOU and each party shall bear the proportionate cost of any damages attributable to the fault of such party and its Representatives. It is the intention of the parties that, where fault is determined to have been contributory, principles of comparative fault will be applied.
- B. Each party, at its sole cost and expense, shall carry insurance or self-insure to cover its activities in connection with this MOU and obtain, keep in force and maintain, insurance of equivalent programs of self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder.
- C. This MOU may be terminated by mutual agreement of the parties and shall automatically terminate upon completion of all responsibilities as stated herein, unless otherwise amended.
- D. SUI.C and PFPMA hereby agree to use their best efforts to ensure the success of this MOU. This MOU will become effective once it is approved by the Southern University System Board of Supervisors and the PFPMA Board of Directors.

7. General Provisions.

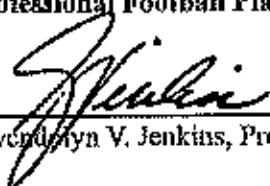
- A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Louisiana. The courts of the State of Louisiana shall have jurisdiction over any action arising out of this MOU and over the parties.
- C. **Entirety of Agreement.** This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

- D. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of this MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- E. Sovereign Immunity.** The parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- F. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall insure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties' signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Professional Football Players Mothers Association



Gwendolyn V. Jenkins, President Date: July 30, 2021

Southern University Law Center

Chancellor John. K. Pierre Date



SOUTHERN UNIVERSITY AND A&M COLLEGE SYSTEM

J.S. CLARK ADMINISTRATION BUILDING
4TH FLOOR
BATON ROUGE, LOUISIANA 70813

August 11, 2021

TELEPHONE: (225) 771-5550

FAX: (225) 771-2922

OFFICE OF THE
VICE PRESIDENT FOR
FINANCE AND BUSINESS AFFAIRS

Ray L. Belton, Ph.D.
President-Chancellor
Southern University System
4th Floor, J.S. Clark Administration Bldg.
Baton Rouge, Louisiana 70813

*Re: Request for Southern University System to
Opt In to State Banking Services Contract*

Dear President-Chancellor Belton:

Your approval is requested to allow Southern University System (SUS) to opt in to the state banking services contract with JP Morgan Chase Bank. The SUS currently is operating on a fee waiver with Chase Bank that is expiring soon. Under the state banking services contract, the SUS will be able to participate in the following benefits:

- Earn the best value regarding interest earned, bank fees, and operational efficiencies regarding managing deposit collateral
- Maximize interest earned in the current low-rate environment
- Discounted pricing on bank service fees

Thank you for your approval and the advancement of this request to the Board of Supervisors. Please let me know if you need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Flandus McClinton, Jr.".

Flandus McClinton, Jr.
Vice President for Finance and Business Affairs

Approved:

A handwritten signature in blue ink, appearing to be "Ray L. Belton", written over a horizontal line.

Dr. Ray L. Belton
President-Chancellor

"An Equal Education Opportunity Institution"

WWW.SUS.EDU



SOUTHERN UNIVERSITY LAW CENTER

261 A. A. LENOIR HALL

POST OFFICE BOX 9294

BATON ROUGE, LOUISIANA 70813-9294

OFFICE OF THE CHANCELLOR

(225) 771-2552

FAX (225) 771-2474

July 30, 2021

Dr. Ray Belton
President/Chancellor
Southern University System and Baton Rouge Campus
J.S. Clark Administration Building
4th Floor
Baton Rouge, Louisiana 70813

RE: Memorandum of Understanding between Southern University Law Center and Louisiana Appleseed

Dear Dr. Belton:

Heirs property issues are major impediments that detrimentally affect African-American communities. The Southern University Law Center (SULC) and Louisiana Appleseed wish to engage in a collaborative working relationship to help mitigate the impact of these issues on African-American families.

Generational wealth consists of assets passed from one generation to the next, allowing families to leverage financial opportunities and grow family wealth. SULC and Louisiana Appleseed are entering into this strategic alliance with the overarching goal of identifying issues pertaining to heirs property through research and developing a manual to help guide affected persons through heirs property issues.

I hereby request that this proposed MOU is presented for approval to the Southern University System Board of Supervisors at its August 2021, board meeting. If you have any questions, please feel free to contact me.

Sincerely,

John K. Pierre
Chancellor and Vanue B. Lacour Endowed Law Professor

**MEMORANDUM OF UNDERSTANDING
BETWEEN SOUTHERN UNIVERSITY LAW CENTER AND
LOUISIANA APPELSEED**

This Memorandum of Understanding (this "MOU") is made and entered into by and between the Louisiana Appleseed, having an address at 1615 POYDRAS ST STE 1000, NEW ORLEANS, LA 70112 and Southern University Law Center ("SULC"), whose address is 2 Roosevelt Steptoe Drive, P.O. Box 9294, Baton Rouge, Louisiana 70813. SULC and Louisiana Appleseed may each be referred to individually as a "Party", or collectively, as "Parties" hereinafter. Each Party shall be deemed to include any of its subsidiaries, affiliates, officers, directors, employees, agents, representatives, and advisors.

WHEREAS, the Parties are interested in working together on mutually beneficial programs and projects designed to educate, engage, and otherwise empower SULC students and SULC Alumni concerning opportunities connected to Louisiana Appleseed;

WHEREAS, Generational wealth consists of assets passed from one generation to the next, allowing families to leverage financial opportunities and grow family wealth. Often low-income families' only assets is the family home. The Parties each have potential access to resources and opportunities that can prove beneficial in aiding efforts to achieve the aforementioned interests and objectives;

WHEREAS, in connection with ongoing discussions concerning opportunities to collaborate on programming and other initiatives consistent with the stated mission and goals of the Parties, the Parties desire to articulate certain parameters of their initial relationship framework.

NOW THEREFORE, the above recitals are hereby incorporated into the body of this MOU by reference, and in consideration of the foregoing and for the mutual understandings herein contained or as may be later clarified, the Parties agree as follows:

1. **Purpose**. The purpose of this MOU is to outline the general parameters of the collaborative working relationship being established between the Parties.
2. **Contributions of SULC**
SULC will use its best efforts to:
 - Request and share data from state agencies with Appleseed that facilitate locating potential heirs' property owners. State agencies may include, but are not limited to parish tax assessors and clerks of court.
 - Accept and track outcomes of referrals to the Disaster Law Clinic pursuant to the Rules of Professional Conduct.

- Collaborate with Appleaseed staff in development of an heirs' property and/or an emergency management curriculum
- Identify and collaborate on deadlines for ongoing research regarding heirs' property
- Provide any information to Appleaseed for professional development regarding heirs' property when information becomes available and or if known by Southern University Law Center.
- Identify Southern University Law Center personnel and students who can assist in developing a Louisiana Estate Planning and Succession Handbook for Communities
- Support other projects and initiatives as mutually agreed to by the Parties

3. **Contributions of Louisiana Appleaseed**

Louisiana Appleaseed will use its best efforts to:

- Aggregate data received from state agencies to geolocate potential heirs' property owners
- Refer individuals who seek legal assistance with heirs' property in the East Baton Rouge area to SULC's Disaster Relief Clinic
- When available, provide filing fees for low-income individuals seeking to open a succession involving heirs' property.
- Collaborate with SULC staff in development of an heir's property and/or emergency management curriculum.
- Engage SULC staff, clinic students, and/or alumni in ongoing research regarding heirs' property.
- Offer professional development opportunities, such as Mandatory Continuing Legal Education classes, to SULC staff and alumni on the topic of heirs' property and the small succession affidavit.
- Collaborate with Southern University Law Center in developing a Louisiana Estate Planning and Succession Handbook for Communities.
- Collaborate with Southern University Law Center to help identify and apply for funding sources for the use in the Disaster Relief Clinic to offset the costs of filing fees and programming.

4. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOU and shall remain in full force and effect for not longer than three (3) years unless otherwise agreed to in writing by all Parties. This MOU and its implementation will be reviewed annually during the pendency of its term and during subsequent additional years, if any. This MOU may be terminated, without cause, by either Party upon thirty (30) days written notice, which notice shall be

delivered by hand, electronic mail, or by certified mail to the official business addresses listed above.

5. **Other Terms**

It is mutually understood, and agreed between the Parties that:

- A. Each Party takes legal and financial responsibility for the actions of its respective employees, officers, agents, representatives and volunteers ("Representatives"). Each Party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the indemnifying Party's acts or omissions (or the acts or omissions of its Representatives) related to its participation under this MOU and each Party shall bear the proportionate cost of any damages attributable to the fault of such Party and its Representatives. It is the intention of the Parties that, where fault is determined to have been contributory, principles of comparative fault will be applied.
- B. SULC and Louisiana Appleseed hereby agree to use their best efforts to ensure the success of this MOU. This MOU will become effective once it is approved by the Southern University System Board of Supervisors.

6. **General Provisions.**

- A. **Amendments.** Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.
- B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Louisiana. The courts of the State of Louisiana shall have jurisdiction over any action arising out of this MOU and over the Parties.
- C. **Entirety of Agreement.** This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- D. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of this MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.
- E. **Sovereign Immunity.** The Parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all

immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

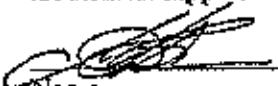
- F. **Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to this MOU and shall insure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only Parties' signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

- G. This MOU may be signed in any number of counterparts, each of which will be deemed to be an original for all purposes and all counterparts when taken together (copies or originals of each or any in any combination) will constitute one and the same original MOU.

In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Louisiana Appleseed

Southern University Law Center

 _____
 Name Date

 Chancellor John K. Pierre Date

Adrienne Wheeler, Executive Director
 Title



SOUTHERN UNIVERSITY LAW CENTER

261 A. A. LENOIR HALL

POST OFFICE BOX 9294

BATON ROUGE, LOUISIANA 70813-9294

OFFICE OF THE CHANCELLOR

(225) 771-2552

FAX (225) 771-2474

August 2, 2021

Dr. Ray Belton
President/Chancellor
Southern University System and Baton Rouge Campus
J.S. Clark Administration Building
4th Floor
Baton Rouge, Louisiana 70813

RE: Memorandum of Understanding between Southern University Law Center and Justice and Accountability Center of Louisiana

Dear Dr. Belton:

The pathway to re-enter society after experiencing an arrest, conviction, or incarceration can be a daunting and expensive journey. The Southern University Law Center (SULC) and Justice and Accountability Center of Louisiana wish to engage in a collaborative working relationship to encourage and educate SULC students on expungements and to create an avenue for ease of accessibility to SULC's expungement resources.

SULC and Justice and Accountability Center of Louisiana are entering into this strategic alliance to develop avenues and pathways to increase education on the expungement process and provide an ease of access for those seeking expungements.

I hereby request that this proposed MOU is presented for approval to the Southern University System Board of Supervisors at its August 2021, board meeting. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "John K. Pierre".

John K. Pierre
Chancellor and Vanue B. Lacour Endowed Law Professor

**MEMORANDUM OF UNDERSTANDING
BETWEEN SOUTHERN UNIVERSITY LAW CENTER AND
JUSTICE AND ACCOUNTABILITY CENTER OF LOUISIANA**

This Memorandum of Understanding (this "MOU") is made and entered into by and between the Justice and Accountability Center of Louisiana, a non-profit corporation incorporate under the laws of the State of Louisiana, having an address at 4035 Washington Avenue, Suite 203, New Orleans, Louisiana 70125, and Southern University Law Center ("SULC"), whose address is 2 Roosevelt Steptoe Drive, P.O. Box 9294, Baton Rouge, Louisiana 70813. SULC and Justice and Accountability Center of Louisiana may each be referred to individually as a "Party", or collectively, as "Parties" hereinafter. Each Party shall be deemed to include any of its subsidiaries, affiliates, officers, directors, employees, agents, representatives, and advisors.

WHEREAS, the Parties are interested in working together on mutually beneficial programs and projects designed to educate, engage, and otherwise empower SULC students to engage in social justice work related to expungements;

WHEREAS, in connection with ongoing discussions concerning opportunities to collaborate on programming and other initiatives consistent with the stated mission and goals of the Parties, the Parties desire to articulate certain parameters of their initial relationship framework.

NOW THEREFORE, the above recitals are hereby incorporated into the body of this MOU by reference, and in consideration of the foregoing and for the mutual understandings herein contained or as may be later clarified, the Parties agree as follows:

1. **Purpose.** The purpose of this MOU is to outline the general parameters of the collaborative working relationship being established between the Parties for the implementation of the SULC Expungement Bootcamp Project.
2. **Contributions of SULC**
SULC will use its best efforts to:
 - Appoint a central point of contact to serve as the project coordinator for collaboration with JAC.
 - Recruit, identify and enroll between 6-8 students who have successfully completed Criminal Law and Criminal Procedure and can commit a full semester to the project.
 - Provide primary supervision of the students, including responsibility for students who participate in the SULC Expungement Project.
 - Accept referrals from JAC's work at the Expungement Help Desk in the 19th Judicial District Court for the SULC Expungement Project.

- Coordinate with JAC to design and distribute outreach materials for the SULC Expungement Project.
- Support other projects and initiatives as mutually agreed to by the Parties

3. **Contributions of Justice and Accountability Center of Louisiana**

Justice and Accountability Center of Louisiana will use its best efforts to:

- Appoint the JAC Executive Director as the central point of contact to serve as the project coordinator for collaboration with SULC.
- Design and teach 8.5 hours of classroom content.
- Coordinate with the 19th Judicial District Court to establish an Expungement Help Desk.
- Oversee the launch and subsequent on-site supervision of a total of four Expungement Help Desks at the 19th Judicial District Court, through a combination of in-person and virtual availability.
- Coordinate with SULC to design and distribute outreach materials for the SULC Expungement Project.
- Provide up to twenty hours of consulting with SULC Expungement Project attorney should representation of expungement seekers proceeds.
- Provide up to five (5) hours of one-on-one mentoring to the SULC students selected to help with the SULC Expungement Project.
- Support other projects and initiatives as mutually agreed to by the Parties.

4. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOU and shall remain in full force and effect for not longer than three (3) years unless otherwise agreed to in writing by all Parties. This MOU and its implementation will be reviewed annually during the pendency of its term and during subsequent additional years, if any. This MOU may be terminated, without cause, by either Party upon thirty (30) days written notice, which notice shall be delivered by hand, electronic mail, or by certified mail to the official business addresses listed above.

5. **Other Terms**

It is mutually understood, and agreed between the Parties that:

- A. Each Party takes legal and financial responsibility for the actions of its respective employees, officers, agents, representatives and volunteers ("Representatives"). Each Party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or

resulting from the indemnifying Party's acts or omissions (or the acts or omissions of its Representatives) related to its participation under this MOU and each Party shall bear the proportionate cost of any damages attributable to the fault of such Party and its Representatives. It is the intention of the Parties that, where fault is determined to have been contributory, principles of comparative fault will be applied.

- D. SULC and The Justice and Accountability Center of Louisiana hereby agree to use their best efforts to ensure the success of this MOU. This MOU will become effective once it is approved by the Southern University System Board of Supervisors.

6. **General Provisions.**

- A. **Amendments.** Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.
- B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Louisiana. The courts of the State of Louisiana shall have jurisdiction over any action arising out of this MOU and over the Parties.
- C. **Entirety of Agreement.** This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- D. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of this MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.
- E. **Sovereign Immunity.** The Parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- F. **Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to this MOU and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only Parties' signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to

seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

- G. This MOU may be signed in any number of counterparts, each of which will be deemed to be an original for all purposes and all counterparts when taken together (copies or originals of each or any in any combination) will constitute one and the same original MOU.

In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The Justice and Accountability
Center of Louisiana

Southern University Law Center

VANESSA SPINAZZA 8/2/21
 Name Date

Chancellor John K. Pierre Date

STEWART J. ALMOND
 Title



SOUTHERN UNIVERSITY LAW CENTER

261 A. A. LENOIR HALL

POST OFFICE BOX 9294

BATON ROUGE, LOUISIANA 70813-9294

OFFICE OF THE CHANCELLOR

(225) 771-2552

FAX (225) 771-2474

August 3, 2021

Dr. Ray Belton
President/Chancellor
Southern University System and Baton Rouge Campus
J.S. Clark Administration Building
4th Floor
Baton Rouge, Louisiana 70813

RE: Memorandum of Understanding between Southern University Law Center and The
Federal Bureau of Investigation

Dear Dr. Belton:

The Federal Bureau of Investigation and the Southern University Law Center (SULC) wish to engage in a collaborative working relationship to create opportunities for a diverse population of students.

SULC and the FBI are entering into this strategic alliance to develop avenues and pathways to that seek to have a lasting and impactful effect on their mutually beneficial objective on increasing diversity in the FBI.

I hereby request that this proposed MOU is presented for approval to the Southern University System Board of Supervisors at its August 2021, board meeting. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "John K. Pierre".

John K. Pierre
Chancellor and Vanue B. Lacour Endowed Law Professor

UNCLASSIFIED

Memorandums of Understanding and Non-contractual Agreements Policy Guide

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL BUREAU OF INVESTIGATION AND
SOUTHERN UNIVERSITY LAW CENTER
CONCERNING PARTNERSHIP**

1. PURPOSE

- a. The purpose of this memorandum of understanding (MOU) is to document the agreed-upon responsibilities and functions of the parties with respect to the established collaborative partnership, and efforts to improve information sharing and community engagement.
- b. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise among or against any of the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof.

2. PARTIES

- a. This MOU is entered into by the Federal Bureau of Investigation (FBI), New Orleans Field Office, located at 2901 Leon C. Simon Blvd. New Orleans, LA 70126 and Southern University Law Center (SULC), located at 2 Roosevelt Steptoe Avenue, Baton Rouge, Louisiana 70813.
- b. John K. Pierre, Chancellor, Southern University Law Center is responsible for administering this agreement for Southern University Law Center. Douglas Williams, Jr., Special Agent in Charge, FBI New Orleans, is responsible for administering this agreement for the FBI and has designated (COS - FBI New Orleans), as the FBI's point of contact (POC) for this purpose.

3. AUTHORITIES

Authorities relevant to the activities governed by this MOU include 28 U.S.C. § 533 and 28 CFR § 0.85.

4. BACKGROUND INFORMATION

As part of the FBI's Community Outreach Program (COP) led by the Office of Public Affairs Community Relations Unit (CRU), the FBI seeks to strengthen, expand and develop mutually beneficial relations with diverse national organizations. SULC is a public Historically Black College University Law School (HBCU) located in the City of Baton Rouge whose mission is to provide access and opportunity to a cadre of diverse people. A broad range of cross-programmatic activities will be conducted between the two agencies that are designed to position the FBI as a valuable community ally and partner; and to strengthen the research and service components of SULC's related academic program.

5. SPECIFIC RESPONSIBILITIES

UNCLASSIFIED

UNCLASSIFIED

Memorandums of Understanding and Non-contractual Agreements Policy Guide

FBI shall commit to the following:

1. Identifying a field office point of contact responsible for maintaining open lines of communication between the field office's executive management team and the HBCU administration and designated contact.
2. Making available a cross-functional team of FBI personnel responsible for sharing relevant community safety information and employment opportunities with HBCU staff and students.
3. Identifying subject matter experts to conduct awareness presentations about FBI investigative priorities and community safety campaigns to faculty and students
4. Providing the personnel resources necessary to host a Collegiate Academy for students who desire more intensive program information on FBI investigative responsibilities such as public corruption, white collar crime, cyber threats, and civil rights, etc.
5. Ensuring HBCU Faculty and Alumni are aware of opportunities to participate in FBI Citizens Academy programs hosted by the field office.
6. Communicating internship and employment opportunities with the SULC point of contact.
7. Participate in recruiting events and on campus interviews to help in the mutual objective of supporting and increasing diversity

SULC shall commit to the following:

1. Identifying a point of contact for the project who will facilitate partnership activities.
2. Inviting FBI leadership and employees to SULC events to engage with faculty, staff and students for professional development activities.
3. Supporting the FBI's diversity goals by facilitating recruitment events and promoting available internship opportunities within the FBI.
4. Supporting the FBI's community engagement goals by hosting groups like the Community Engagement Council, Citizens Academy and Summer Youth Programs on the SULC campus.
5. Conducting frequent and constructive communications with the FBI with regard to progress on shared goals.

6. EFFECT OF THIS AGREEMENT

- a. This MOU is not an obligation or a commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties of the matters described herein. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.
- b. This MOU does not constitute an agreement for any party to assume or waive any liability or claim under any applicable law.
- c. This agreement is not intended to be enforceable in any court or administrative forum. The parties will seek to resolve any disputes regarding this agreement by mutual consultation.

7. EFFECTIVE DATE, ADMINISTRATION, AND TERMINATION

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SOUTHERN UNIVERSITY LAW CENTER

261 A. A. LENOIR HALL

POST OFFICE BOX 9294

BATON ROUGE, LOUISIANA 70813-9294

OFFICE OF THE CHANCELLOR

(225) 771-2662

FAX (225) 771-2474

July 30, 2021

Dr. Ray Belton
President/Chancellor
Southern University System and Baton Rouge Campus
J.S. Clark Administration Building
4th Floor
Baton Rouge, Louisiana 70813

RE: Memorandum of Understanding between Southern University Law Center and Diverse Representation

Dear Dr. Belton:

The sports and entertainment industries have been largely non-diverse with respect to c-suite, executive, legal, and management opportunities. The Southern University Law Center (SULC) and Diverse Representation wish to engage in a collaborative working relationship to increase diversity in c-suite, executive, legal, and management positions.

SULC and Diverse Representation are entering into this strategic alliance to develop mutually beneficial programs and projects designed to educate, engage, provide internships and otherwise empower SULC students and SULC alumni concerning opportunities in the sports and entertainment industries.

I hereby request that this proposed MOU is presented for approval to the Southern University System Board of Supervisors at its August 2021, board meeting. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "John K. Pierre".

John K. Pierre
Chancellor and Vanue B. Lacour Endowed Law Professor

**MEMORANDUM OF UNDERSTANDING
BETWEEN SOUTHERN UNIVERSITY LAW CENTER AND
DIVERSE REPRESENTATION**

This Memorandum of Understanding (this "MOU") is made and entered into by and between Diverse Representation, LLC, having an address at 510 S. Spring Street; Suite 1102; Los Angeles, California 90013, and Southern University Law Center ("SULC"), whose address is 2 Roosevelt Steptoe Drive, P.O. Box 9294, Baton Rouge, Louisiana 70813. SULC and Diverse Representation may each be referred to individually as a "Party", or collectively, as "Parties" hereinafter. Each Party shall be deemed to include any of its subsidiaries, affiliates, officers, directors, employees, agents, representatives, and advisors.

WHEREAS, the Parties are interested in working together on mutually beneficial programs and projects designed to educate, engage, provide internships and otherwise empower SULC students and SULC Alumni concerning opportunities in the sports and entertainment industries and also connected to the network of Diverse Representation;

WHEREAS, the Parties each have potential access to resources and opportunities that can prove beneficial in aiding efforts to achieve the aforementioned interests and objectives;

WHEREAS, in connection with ongoing discussions concerning opportunities to collaborate on programming and other initiatives consistent with the stated mission and goals of the Parties, the Parties desire to articulate certain parameters of their initial relationship framework.

NOW THEREFORE, the above recitals are hereby incorporated into the body of this MOU by reference, and in consideration of the foregoing and for the mutual understandings herein contained or as may be later clarified, the Parties agree as follows:

1. **Purpose.** The purpose of this MOU is to outline the general parameters of the collaborative working relationship being established between the Parties.
2. **Contributions of SULC**
SULC will use its best efforts to:
 - Support development and marketing pathway program established in conjunction with Diverse Representation.
 - Provide unpaid interns with an Entertainment Skills Enhancement stipend.
 - Help to develop the mentorship program with Diverse Representation and its network.
 - Work with Diverse Representation in the identification of partnerships for housing and corporate sponsors.
 - Support other projects and initiatives as mutually agreed to by the Parties.

3. **Contributions of Diverse Representation**

Diverse Representation will use its best efforts to:

- Inform SULC students of internships within the Diverse Representation network and other organizations identified by Diverse Representation.
- Develop additional partnerships for SULC to provide housing for SULC students who participate in internship programs.
- Identify additional corporate partners to help obtain funding for SULC student internships pay, travel, and housing.
- Help to establish mentorship for SULC students with the Diverse Representation network.
- Work with SULC to establish programming that would be beneficial to SULC students and Alumni, including but not limited to a Fall 2021 virtual entertainment law speaker series and Spring 2022 sports agent bootcamp.
- Support other projects and initiatives as mutually agreed to by the Parties.

4. **Term of MOU**. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOU and shall remain in full force and effect for not longer than three (3) years unless otherwise agreed to in writing by all Parties. This MOU and its implementation will be reviewed annually during the pendency of its term and during subsequent additional years, if any. This MOU may be terminated, without cause, by either Party upon thirty (30) days written notice, which notice shall be delivered by hand, electronic mail, or by certified mail to the official business addresses listed above.

5. **Other Terms**

It is mutually understood, and agreed between the Parties that:

- A. Each Party takes legal and financial responsibility for the actions of its respective employees, officers, agents, representatives and volunteers ("Representatives"). Each Party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the indemnifying Party's acts or omissions (or the acts or omissions of its Representatives) related to its participation under this MOU and each Party shall bear the proportionate cost of any damages attributable to the fault of such Party and its Representatives. It is the intention of the Parties that, where fault is determined to have been contributory, principles of comparative fault will be applied.

- B. SULC and Diverse Representation hereby agree to use their best efforts to ensure the success of this MOU. This MOU will become effective once it is approved by the Southern University System Board of Supervisors.

6. **General Provisions.**

- A. **Amendments.** Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.
- B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Louisiana. The courts of the State of Louisiana shall have jurisdiction over any action arising out of this MOU and over the Parties.
- C. **Entirety of Agreement.** This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- D. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of this MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.
- E. **Sovereign Immunity.** The Parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- F. **Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to this MOU and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only Parties' signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- G. This MOU may be signed in any number of counterparts, each of which will be deemed to be an original for all purposes and all counterparts when taken together (copies or originals of each or any in any combination) will constitute one and the same original MOU.

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Memorandums of Understanding and Non-contractual Agreements Policy Guide

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL BUREAU OF INVESTIGATION AND
SOUTHERN UNIVERSITY AT NEW ORLEANS
CONCERNING PARTNERSHIP**

1. PURPOSE

- a. The purpose of this memorandum of understanding (MOU) is to document the agreed-upon responsibilities and functions of the parties with respect to the established collaborative partnership, and efforts to improve information sharing and community engagement.
- b. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise among or against any of the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof.

2. PARTIES

- a. This MOU is entered into by the Federal Bureau of Investigation (FBI), New Orleans Field Office, located at 2901 Leon C. Simon Blvd. New Orleans, LA70126 and Southern University at New Orleans (SUNO), located at 6400 Press Dr. New Orleans, LA 70126.
- b. Dr. James H. Ammons, Jr., Chancellor, Southern University at New Orleans is responsible for administering this agreement for Southern University at New Orleans. Douglas Williams, Jr., Special Agent in Charge, FBI New Orleans, is responsible for administering this agreement for the FBI and has designated (COS - FBI New Orleans), as the FBI's point of contact (POC) for this purpose.

3. AUTHORITIES

Authorities relevant to the activities governed by this MOU include 28 U.S.C. § 533 and 28 CFR § 0.85.

4. BACKGROUND INFORMATION

As part of the FBI's Community Outreach Program (COP) led by the Office of Public Affairs Community Relations Unit (CRU), the FBI seeks to strengthen, expand and develop mutually beneficial relations with diverse national organizations. SUNO is a public Historically Black College University (HBCU) located in the City of New Orleans whose mission is focused on upward mobility and addressing urban challenges via teaching, research and service. A broad range of cross-programmatic activities will be conducted between the two agencies that are designed to position the FBI as a valuable community ally and partner; and to strengthen the research and service components of SUNO's related academic programs (e.g., Criminal Justice and Forensic Science program, etc.).

5. SPECIFIC RESPONSIBILITIES

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FBI shall commit to the following:

1. Identifying a field office point of contact responsible for maintaining open lines of communication between the field office's executive management team and the HBCU administration and designated contact.
2. Making available a cross-functional team of FBI personnel responsible for sharing relevant community safety information and employment opportunities with HBCU staff and students.
3. Identifying subject matter experts to conduct awareness presentations about FBI investigative priorities and community safety campaigns to faculty and students
4. Providing the personnel resources necessary to host a Collegiate Academy for students who desire more intensive program information on FBI investigative responsibilities such as public corruption, white collar crime, cyber threats, and civil rights, etc.
5. Ensuring HBCU Faculty and Alumni are aware of opportunities to participate in FBI Citizens Academy programs hosted by the field office.

SUNO shall commit to the following:

1. Identifying a point of contact for the project who will facilitate partnership activities.
2. Inviting FBI leadership and employees to SUNO events to engage with faculty, staff and students for professional development activities.
3. Supporting the FBI's diversity goals by facilitating recruitment events and promoting available internship opportunities within the FBI.
4. Supporting the FBI's community engagement goals by hosting groups like the Community Engagement Council, Citizens Academy and Summer Youth Programs on the SUNO campus.
5. Conducting frequent and constructive communications with the FBI with regard to progress on shared goals.

6. EFFECT OF THIS AGREEMENT

- a. This MOU is not an obligation or a commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties of the matters described herein. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.
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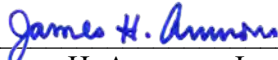
7. EFFECTIVE DATE, ADMINISTRATION, AND TERMINATION

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- a. This agreement shall be effective when executed by all of the parties and will terminate exactly one year from the date of execution. This agreement may be modified at any time by written consent of all parties.
- b. This MOU may be terminated, with respect to any party, at any time upon written notice of withdrawal to all other parties. Any party desiring to withdraw from this MOU will endeavor to provide written notification to all parties at least [30] days prior to withdrawal.

 8/10/2021

James H. Ammons, Jr. Date
Chancellor, Southern University at New Orleans
Signing Official

Douglas A. Williams, Jr. Date
Special Agent in Charge, FBI New Orleans
Signing Official