

SOUTHERN[®] UNIVERSITY SYSTEM

BATON ROUGE • NEW ORLEANS • SHREVEPORT

BOARD OF SUPERVISORS MEETING

October 21, 2022

**Board of Supervisors' Meeting Room
J. S. Clark Administration Bldg. 2nd Floor
Baton Rouge, LA.**

9:00 a.m.

SOUTHERN[®] UNIVERSITY SYSTEM

BATON ROUGE • NEW ORLEANS • SHREVEPORT

BOARD OF SUPERVISORS MEETING

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ACADEMIC AFFAIRS COMMITTEE

Friday, October 21, 2022
Board of Supervisors' Meeting Room
J. S. Clark Administration Bldg. 2nd Floor
Baton Rouge, LA. 9:00 AM

AGENDA

1. Call to Order
2. Invocation and Pledge of Allegiance
3. Roll Call
4. Adoption of the Agenda
5. Public Comments
6. Special Presentations
 - A. Above and Beyond
 - B. Alliant Insurance
 - C. School of Education (SUBR)
7. Action Item(s)
 - A. Request Approval to move the Associate of Arts (A.A.) and Bachelor of Science (B.S.) in Addictive Behaviors Counseling and Prevention (ABCP) from the College of Arts and Sciences to the School of Social Work (SUNO)
SUNO offers the Associate of Arts (A.A.) and Bachelor of Science (B.S.) degrees in Addictive Behaviors Counseling and Prevention (ABCP) through the College of Arts and Sciences in the Department of Social Sciences (CIP code 511501). Both programs have low completion rates. SUNO plans to address this concern by aligning the ABCP program with the School of Social Work.
 - B. Request Approval to propose a New Cybersecurity Bachelor of Science Program, Cybersecurity Proposal (SUNO)
Due to the growing demand for cybersecurity experts both nationally and internationally, SUNO is proposing a Bachelor of Science Program in Cybersecurity. The proposed new program is in alignment with SUNO's 3-Year Academic Plan and with R.S. 17:3138.9 which established the Louisiana Cybersecurity Talent Initiative Fund. Other Business
8. Adjournment

MEMBERS

Mr. Sam Gilliam- Chairman, Dr. Leon Tarver, II, –Vice-Chair,
Dr. Arlanda Williams, Mrs. Ann Smith, Mr. Myron Lawson, Ms. Christy Reeves
Atty. Edwin Shorty - Ex Officio

SOUTHERN UNIVERSITY AT NEW ORLEANS

6400 Press Drive

New Orleans, LA 70126

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

www.suno.edu



Office of the Chancellor

October 5, 2022

President-Chancellor Dennis J. Shields
Southern University and A&M College System
4th Floor, J. S. Clark Administration Building
Baton Rouge, LA 70813

RE: Proposal to move the Associate of Arts (A.A.) and Bachelor of Science (B.S.) in Addictive Behaviors Counseling and Prevention (ABCP) from the College of Arts and Sciences to the School of Social Work

Dear President-Chancellor Shields:

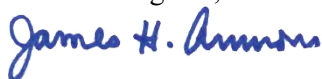
Southern University at New Orleans (SUNO) offers the Associate of Arts (A.A.) and Bachelor of Science (B.S.) degrees in Addictive Behaviors Counseling and Prevention (ABCP) through the College of Arts and Sciences in the Department of Social Sciences (CIP code 511501). Both programs have a low number of completers, with a 3-year average of eight (8) students in the A.A. degree program and six (6) students in the B.S. degree program.

SUNO's plan to address the low completion rates is to align the ABCP program with the School of Social Work. The Millie M. Charles School of Social Work is a world-renowned program, which offers both the Bachelor of Science in Social Work (BSW) and the Master of Science in Social Work (MSW) degrees. These programs are accredited by the Council on Social Work Education (CSWE), which is recognized by the Council for Higher Education Accreditation as the sole accrediting agency for social work education in the United States and its territories.

Social workers play a critical role in society by helping those that battle with substance abuse disorders. More specifically, addiction social work is a specialized career field in which social workers help clients resolve addictive behaviors associated with drugs and other stimuli that lead to adverse consequences. We strongly believe the alignment of the ABCP programs with the School of Social Work will improve recruitment for the program. We further believe that the alignment will lead to improved retention, persistence, graduation and placement into graduate programs (including the SUNO MSW program) and careers in the field.

We look forward to your support of this program change proposal and approval by the Southern University System Board of Supervisors at the October 21, 2022, meeting.

With kind regards,



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

APPROVAL: _____

President-Chancellor Dennis J. Shields
Southern University and A&M College System

“An Equal Educational Opportunity Institution”

SOUTHERN UNIVERSITY AT NEW ORLEANS

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New Orleans, LA 70126
Phone: (504) 286-5311 Fax: (504) 286-5000
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Office of the Chancellor

October 5, 2022

President-Chancellor Dennis J. Shields
Southern University and A&M College System
4th Floor, J. S. Clark Administration Building
Baton Rouge, LA 70813

RE: Proposed Southern University at New Orleans Cybersecurity Bachelor of Science Program

Dear President-Chancellor Shields:

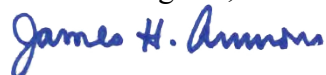
Southern University at New Orleans (SUNO) is proposing a Bachelor of Science Program in Cybersecurity. The proposed new program is in alignment with SUNO's 3-Year Academic Plan and with R.S. 17:3138.9 which established the Louisiana Cybersecurity Talent Initiative Fund. The Fund was created within the state treasury as a special fund for the purpose of funding degree and certificate programs in cybersecurity. The legislation also created the Cybersecurity Education Management Council, which is comprised of representatives of the Louisiana Board of Regents, the Louisiana Department of Education, the Louisiana Workforce Commission, and Louisiana Economic Development program and Louisiana higher education institutions. These representatives, along with members appointed by the Governor advise and make recommendations to the Board of Regents with regard to the distribution of monies for the expansion of cybersecurity programs.

There is a growing demand for cybersecurity experts both nationally and internationally. There are over three million cybersecurity positions unfilled globally. In the United States, there are 359,000 cybersecurity professionals needed to fill current positions. There is also a need to address diversity in the cybersecurity workforce. The latest statistics on demographics show that blacks make up 4%, Hispanics 4%, Asians 8% and women 24% of cybersecurity professionals. Reports further state that HBCUs are critical to diversifying the cybersecurity workforce, providing an "untapped" resource for talent.

According to the Bureau of Labor Statistics, the rate of growth for jobs in cybersecurity/information security is projected at 37%, which is much faster than the average for all other occupations. Jobs in cybersecurity are rated 5-Star by the Louisiana Workforce Commission, with a high demand for well-paid positions. This proposed cybersecurity program at SUNO will produce qualified graduates from diverse backgrounds that are needed for the cybersecurity workforce. The program will be implemented in the Fall 2023 semester.

We look forward to your support of this new program proposal and approval by the Southern University System Board of Supervisors at the October 21, 2022 meeting.

With kind regards,



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

APPROVAL: _____
President-Chancellor Dennis J. Shields
Southern University and A&M College System

FACILITIES AND PROPERTY COMMITTEE

(Following the Academic Affairs Committee)
Board of Supervisors' Meeting Room
J. S. Clark Administration Bldg. 2nd Floor
Baton Rouge, LA.

AGENDA

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Action Item(s)
 - A. Request Approval of Cooperative Endeavor Agreement between Southern University, The State of Louisiana and the Department of Transportation and Development (SUS)
CEA with DOTD on the Information Center Project is intended to memorialize the payment of change work orders through Southern University self-generated funds. DOTD is agreeing to pay for the Information Center upon substantial Completion.
6. Informational Item(s)
 - A. Facilities Planning Updates
 - *Harding/Scenic Crosswalk*
 - *E-Court submission*
 - *Additional funding for Demo projects*
 - *Drainage issue Harding and Swan*
 - *Residential Housing Project*
7. Other Business
8. Adjournment

MEMBERS

Mr. Sam Gilliam- Chairman, Dr. Rani Whitfield–Vice-Chair,
Mr. Richard Hilliard, Mr. John Barthelemy, Dr. Leon Tarver, II, Mr. Myron Lawson
Atty. Edwin Shorty - Ex Officio

AMENDMENT NO. 1
COOPERATIVE ENDEAVOR AGREEMENT
between and among
THE STATE OF LOUISIANA
through
THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
and the
SOUTHERN UNIVERSITY

Letting / Bidding and Construction of Information Center

State Project Number H.008415

This **AMENDMENT NO. 1 to the COOPERATIVE ENDEAVOR AGREEMENT**, is made and entered into this _____ day of _____, 2022 (“Effective Date”), in duplicate originals, by and between the State of Louisiana through the Louisiana Department of Transportation and Development (“DOTD”) and Southern University (“SU”), represented herein by its President-Chancellor, duly authorized to act. DOTD and SU may be referred to hereinafter as “PARTY” individually, and “PARTIES” collectively.

WITNESSETH:

WHEREAS, the PARTIES previously entered into a Cooperative Endeavor Agreement (“Agreement”) dated March 6, 2017, for the implementation of the design and construction of an Information Center located on the campus of SU in East Baton Rouge Parish, Louisiana (“Project”); and

WHEREAS, by this AMENDMENT NO. 1, the PARTIES hereby agree to amend Article III to add the following:

ARTICLE III
FUNDING

3.5. Upon substantial completion of the Project, SU will notify DOTD in writing and will provide an invoice for costs incurred to the date of substantial completion. Upon receipt of the said notification and invoice, DOTD will make payment in accordance with this agreement.

3.6. After payment through substantial completion is made as provided in paragraph 3.5 of this Article, the parties agree that no further federal funds will be expended on this project, and DOTD may begin the closeout process for such federal funds at its sole discretion. Further, DOTD will remit any unexpended balance of the SU’s self-generated funds made available under this

agreement to SU for use on the Southern University Information Center, including but not limited to use in final payment of the contractor, in accordance with the terms of the appropriation contained in Act 485 of the 2021 Regular Session of the Louisiana Legislature.

3.7. After final acceptance is issued and final payment is made for the Project, SU will provide DOTD with a final accounting of all costs incurred in connection with the project, including such documentation as DOTD may request.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Witness

Witness

SOUTHERN UNIVERSITY

By: _____

Dennis J. Shields
President-Chancellor

WITNESSES:

Witness

Witness

State of Louisiana
Department of Transportation
and Development

By: _____

Shawn D. Wilson, Ph.D.
Secretary



Office of Facilities Planning Update
October 2022

Southern University Agricultural and Research Extension Center

- A.O. Williams Hall Renovations – (\$5,600,400) – East wing under construction. Estimated construction completion Spring 2023
- Mega Disaster Relief Shelter (\$23,375,000) – Waiting FEMA Review of 30% drawings to confirm funding eligibility.

Southern University – Baton Rouge Campus

- School of Business/Professional Accountancy (\$45,500,000) – Programming meetings being held with designer and the University. Schematic Design estimated completion September 2022.
- New STEM Complex Building (\$68,500,000) – Design continues. Programming meetings being held with designer and the University. Construction Manager at Risk selection process anticipated to begin in September..
- Stewart Hall Wall Mounted HVAC Units 1st, 2nd and 3rd Floors (\$1,800,000) – FPC is securing quotes for survey of existing chilled water distribution system needed to continue design.
- Honors Dormitory Project (\$36,000,000) - Preliminary Programming Underway. CEA in progress. Designer selection anticipated in November.
- New Student Life Center/Union (\$45,000,000) - Preliminary Programming Underway. CEA in progress. Designer selection anticipated in November.
- DOTD Ravine Erosion Control & Road Improvements (TBD) – Additional \$35M from USDA committed for project
- J.W. Fisher Renovations Phase I Classroom & Labs, Mechanical, Electrical, Window Systems, Interior Finishes Upgrades (\$8,500,000) - Currently in Progress.
- J.W. Fisher Renovations Phase II, First Floor – \$2M in HEERF funding approved for first floor renovations. Designer selection anticipated in November.
- Global Innovation Center (\$5,000,000) – \$3.2M in HEERF funding approved. \$2.8M in legislative funding also being confirmed. BOR approval received on August 24th. Designer selection in November.
- Administration Building Waterproofing (\$635,000) – FPC contracting destructive testing to confirm project scope
- Southern University Museum of Art/National Historic District Building (\$5,625,876) - Construction estimated to be completed September 2022
- Modify or Replace Lift Station #2 (\$1,398,962) – Ready to bid

Office of Facilities Planning Update

August 2022

- J.K. Haynes Hall School of Nursing Renovation and Addition (\$38,500,000) – \$10M in Priority 5 General Obligation bond funding. Supplemental funding to be requested in FY24 Capital Outlay Request Submission

Southern University Law Center

- Renovations and Addition to Existing Law Library (\$11,400,000) – Fusion Architects, APC + Williams & Williams Architecture, LLC - A Joint Venture Partnership selected as designer. Program completion expected September 2022.

Southern University – New Orleans Campus

- ADA Compliant Restroom and Public Accommodations. (\$1,650,000) –In design phase. FY23 progress will depend on lines of credit granted for the project.
- Campus Exterior Lighting Upgrades (\$1,000,000) – New Project – preliminary programming needed. Designer selection cannot proceed until Priority 2 cash line of credit is granted (most likely October 2022 or later).
- University Cafeteria (\$7,000,000) – Preliminary programming underway. Designer selection anticipated in November 2022

Southern University – Shreveport Campus

- Louis Collier Hall Science Building Renovation (\$4,200,000) – Scope change request being submitted to Interim Emergency Board to use existing funds to construct Science Building annex to provide laboratory space. Designer selection anticipated November 2022.
- Health & Physical Education Building Demolition (\$510,000) – Anticipate going out to bid in September 2022. Planned construction contract length of 60 days. Completion before the end of the year.
- New Data Science and Analytics Training Center (\$19,200,000) – Preliminary programming underway. Designer selection anticipated in November 2022.
- Restoration of Atrium Glass Dome and Associated Roof Repairs and Waterproofing, Metro Building (\$635,000) – Planned construction contract length of 30 days. Pre-construction meeting August 30th.
- Gym Complex (\$9,000,000) – Preliminary programming underway. Designer selection anticipated in November 2022.

Southern University System

Active Capital Outlay Project Tracking

Project Title		FY2022-23			FY2023-24				FY2024-25				FY2025-26				FY2026-27				
		2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	
SUBR	Ravine, Bluff and Riverbank Stabilization	Planning and Design			Bidding and Contracting	Construction															
	New STEM Science Complex	CMAR Selection	Planning and Design			Bidding and Contracting	Construction														
	School of Business/Professional Accountancy	CMAR Selection	Planning and Design			Bidding and Contracting	Construction														
	JK Haynes Hall (School of Nursing) Renovation and Addition	Planning and Design							Bidding and Contracting	Construction											
	Stewart Hall - Wall Mount HVAC Units, 1st, 2nd, and 3rd floors	Planning and Design			Bidding and Contracting	Construction															
SUNO	University Caferia	Planning and Design			Planning and Design			Bidding and Contracting	Construction												
	ADA Compliant Restrooms and Public Accommodations in the Cafeteria, University Center, Health & Physical				Construction																
	Campus Exterior Lighting Upgrades				Planning and Design	Bidding and Contracting	Construction														
SUSLA	New Health, Physical Education and Recreation (HPE&R) Complex including New Gymnasium	Planning and Design			Bidding and Contracting	Construction															
	Louis Collier Hall Science Building Annex	Planning and Design	Bidding and Contracting	Construction																	
	Data Science and Analytics Center	Planning and Design			Bidding and Contracting	Construction															
SULC	Renovations and Additions to Existing Law Library	Planning and Design		Bidding and Contracting	Construction																
SJAG	Disaster Relief Mega Shelter	Planning and Design			Bidding and Contracting	Construction															

FINANCE COMMITTEE
(Following Facilities and Property Committee)
Board of Supervisors' Meeting Room
J. S. Clark Administration Bldg. 2nd Floor
Baton Rouge, LA.

AGENDA

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Action Item(s)
 - A. Request Approval to Reinstate the \$5.00 Cheer/Dance Fee (SUNO)
Approval of this action will provide funding for uniforms, equipment, training and travel for the Cheer and Dance teams
 - B. Request approval for FY 2023-2024 Budget Requests and Addenda
 1. *Southern University Board and System Administration (SUS)*
 2. *Southern University and A&M College (SUBR)*
 3. *Southern University Law Center (SULC)*
 4. *Southern University New Orleans Campus (SUNO)*
 5. *Southern University Shreveport Campus (SUSLA)*
 6. *Southern University Agricultural Research and Extension Center (SUAREC)*
6. Informational Item
 - A. Interim Financial Reports
7. Other Business
8. Adjournment

MEMBERS

Dr. Arlanda Williams- Chairman, Mr. Myron Lawson–Vice-Chair,
Dr. Leon Tarver, II, Ms. Christy Reeves, Atty. Domoine Rutledge, Mr. Sam Gilliam
Atty. Edwin Shorty - Ex Officio

SOUTHERN UNIVERSITY AT NEW ORLEANS

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New Orleans, LA 70126

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Office of the Chancellor

October 5, 2022

President-Chancellor Dennis J. Shields
Southern University and A&M College System
4th Floor, J. S. Clark Administration Building
Baton Rouge, LA 70813

Dear President-Chancellor Shields:

In response to a student referendum and recommendations from the Student Government Association and Vice Chancellor for Student Affairs and Enrollment Management, this correspondence comes to request your support and that of the Southern University System Board of Supervisors to reinstate the \$5.00 Cheer/Dance Fee. This fee will be effective Spring 2023 semester.

With the reinstatement of athletics, this action will provide funding for uniforms, equipment, training and travel for the Cheer and Dance teams. Thank you for considering this request and submitting it for approval at the October 21, 2022 meeting of the Southern University and A&M College System Board of Supervisors.

With kind regards,

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

James H. Ammons, Jr., Ph.D.

Executive Vice President-Chancellor

APPROVAL: _____

President-Chancellor Dennis J. Shields
Southern University and A&M College System

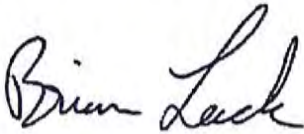
Sep 30, 2022

SUNO
6400 Press Drive
New Orleans, LA
70126 United States

To Whom It May Concern:

The following election results are certified by Simply Voting to have been securely processed and accurately tabulated by our independently managed service.

Respectfully yours,



Brian Lack
President
Simply Voting Inc.

Results - Student Government Association and The Royal Court 2022-2023

Start: 2022-08-26 08:00:00 America/Chicago
End: 2022-08-26 18:00:00 America/Chicago
Turnout: 103 (5.6%) of 1848 electors voted in this ballot.

Senior Class President

Restricted to **SR;SR-SENIOR**

Option	Votes
Jared Roark	10 (34.5%)
Sharon Isidore	10 (34.5%)
Tieyonna Hunt	9 (31.0%)

VOTER SUMMARY

Total	29
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Junior Class Senator

Restricted to **JR;JR-JUNIOR**

Option	Votes
Ciara Perique	18 (69.2%)
Oscar Poydras	8 (30.8%)

VOTER SUMMARY

Total	26
-------	----

Miss Freshman

Restricted to **FR;FR-FRESHMAN**

Option	Votes
Amani Jenkins	23 (100.0%)

VOTER SUMMARY

Total	24
Abstain	1 (4.2%)

REFERENDUM - SUNO's Cheerleader/ Royal Jewels Dance Team Fee

Option	Votes
Yes, I am in favor of adopting a student imposed Cheerleader fee and Dance Team Fee (The Royal Jewels)	58 (58.0%)
No, I am not in favor of adopting a SUNO's Cheerleader/SUNO's Dance team fee (The Royal Jewels)	42 (42.0%)

VOTER SUMMARY

Total	103
Abstain	3 (2.9%)



Southern University System
General Operating Budget Financial Statement
For Fiscal Year Ending June 30, 2023
As of September 30, 2022

	FY23 Budget	Actual	Projected	Total FY23	Over/(Under) Budget	% Actual to Budget
Revenues						
General Fund Direct	\$ 56,075,430	\$ 17,523,576	\$ 38,551,854	\$ 56,075,430	\$ -	31.3%
Statutory Dedicated	4,530,158	-	4,530,158	4,530,158	-	0.0%
Federal	3,654,209	-	3,654,209	3,654,209	-	0.0%
Self Generated						
Tuition - Fall 2021	35,186,556	31,466,061	3,214,183	34,680,244	(506,312)	89.4%
Tuition - Spring 2022	29,896,725	-	29,896,725	29,896,725	-	0.0%
Tuition - Summer	3,637,130	1,028,679	2,608,451	3,637,130	-	28.3%
Out-of-State Fees	16,245,922	9,243,120	7,002,802	16,245,922	-	56.9%
Other	27,021,273	4,731,093	21,840,634	26,571,727	(449,546)	17.5%
Interagency Transfer	3,869,822	10,000	3,859,822	3,869,822	-	0.3%
Total Revenues	\$ 180,117,225	\$ 64,002,529	\$ 115,158,837	\$ 179,161,367	\$ (955,858)	35.5%
Expenditures						
Salaries	\$ 85,131,438	\$ 20,930,110	\$ 63,867,947	\$ 84,798,057	\$ (333,381)	24.6%
Other Compensation	268,382	41,645	226,737	268,382	-	15.5%
Related Benefits	36,202,269	7,315,477	28,711,979	36,027,457	(174,812)	20.2%
Total Personal Services	\$ 121,602,089	\$ 28,287,233	\$ 92,806,663	\$ 121,093,895	\$ (508,194)	23.3%
Travel	1,369,111	140,990	1,209,360	1,350,350	(18,761)	10.3%
Operating Services	16,819,759	8,555,196	8,440,921	16,996,116	176,357	50.9%
Supplies	2,001,408	810,412	1,190,997	2,001,408	0	40.5%
Total Operating Expenses	\$ 20,190,278	\$ 9,506,597	\$ 10,841,278	\$ 20,347,875	\$ 157,597	47.1%
Professional Services	2,847,544	1,247,456	1,684,963	2,932,418	84,874	43.8%
Other Charges	13,027,924	310,705	11,315,161	11,625,866	(1,402,058)	2.4%
Debt Services						
Interagency Transfers	7,387,731	-	7,387,731	7,387,731	-	0.0%
Total Other Charges	\$ 23,263,199	\$ 1,558,161	\$ 20,387,854	\$ 21,946,015	\$ (1,317,184)	6.7%
General Acquisitions	562,991	6,935	556,056	562,991	-	1.2%
Library Acquisitions	587,000	355,391	231,609	587,000	-	60.5%
Major Repairs	689,994	257,664	432,330	689,994	-	
Total Acquisitions/Major Repairs	\$ 1,839,985	\$ 619,990	\$ 1,219,995	\$ 1,839,985	\$ -	33.7%
Scholarships	13,221,675	7,752,351	6,181,246	13,933,597	711,922	58.6%
Total Expenditures	\$ 180,117,226	\$ 47,724,332	\$ 131,437,036	\$ 179,161,368	\$ (955,858)	26.5%

Southern University Board and System Administration
General Operating Budget Financial Statement
For Fiscal Year Ending June 30, 2023
As of September 30, 2022

	FY23 Budget	Actual	Projected	Total FY23	Over/(Under) Budget	% Actual to Budget
Revenues						
General Fund Direct	\$ 3,636,063	\$ 1,136,270	\$ 2,499,793	\$ 3,636,063	\$ -	31.3%
Statutory Dedicated		-	-			
Federal		-	-			
Self Generated						
Tuition - Fall 2021		-	-			
Tuition - Spring 2022		-	-			
Tuition - Summer		-	-			
Out-of-State Fees		-	-			
Other		-	-			
Interagency Transfer		-	-			
Total Revenues	\$ 3,636,063	\$ 1,136,270	\$ 2,499,793	\$ 3,636,063	\$ -	31.3%
Expenditures						
Salaries	\$ 1,867,770	\$ 501,274	\$ 1,366,496	\$ 1,867,770	\$ -	26.8%
Other Compensation	64,500	18,999	45,501	64,500	-	29.5%
Related Benefits	822,396	152,153	670,243	822,396	-	18.5%
Total Personal Services	\$ 2,754,666	\$ 672,426	\$ 2,082,240	\$ 2,754,666	\$ -	24.4%
Travel	226,000	5,450	220,550	226,000	-	2.4%
Operating Services	196,100	33,914	162,186	196,100	-	17.3%
Supplies	105,887	4,024	101,863	105,887	-	3.8%
Total Operating Expenses	\$ 527,987	\$ 43,388	\$ 484,599	\$ 527,987	\$ -	8.2%
Professional Services	98,000	-	98,000	98,000	-	0.0%
Other Charges	190,410	-	190,410	190,410	-	0.0%
Debt Services		-	-			
Interagency Transfers	-	-	-			
Total Other Charges	\$ 288,410	\$ -	\$ 288,410	\$ 288,410	\$ -	0.0%
General Acquisitions	65,000	-	65,000	65,000	-	0.0%
Library Acquisitions		-	-			
Major Repairs		-	-			
Total Acquisitions/Major Repairs	\$ 65,000	\$ -	\$ 65,000	\$ 65,000	\$ -	0.0%
Scholarships		-	-			
Total Expenditures	\$ 3,636,063	\$ 715,814	\$ 2,920,249	\$ 3,636,063	\$ -	19.7%

**Southern University Baton Rouge Campus
General Operating Budget Financial Statement
For Fiscal Year Ending June 30, 2023
As of September 30, 2022**

	FY23 Budget	Actual	Projected	Total FY23	Over/(Under) Budget	% Actual to Budget
Revenues						
General Fund Direct	\$ 22,772,669	\$ 7,116,460	\$ 15,656,209	\$ 22,772,669	\$ -	31.3%
Statutory Dedicated	1,792,041	-	1,792,041	1,792,041	-	0.0%
Federal	-	-	-	-	-	-
Self Generated						
Tuition - Fall 2021	21,989,957	19,980,459	2,009,498	21,989,957	-	90.9%
Tuition - Spring 2022	17,504,416	-	17,504,416	17,504,416	-	0.0%
Tuition - Summer	1,825,882	405,034	1,420,848	1,825,882	-	22.2%
Out-of-State Fees	11,119,549	6,645,258	4,474,291	11,119,549	-	59.8%
Other	15,541,562	2,218,193	13,323,369	15,541,562	-	14.3%
Interagency Transfer	3,869,822	10,000	3,859,822	3,869,822	-	0.3%
Total Revenues	\$ 96,415,898	\$ 36,375,404	\$ 60,040,494	\$ 96,415,898	\$ -	37.7%
Expenditures						
Salaries	\$ 43,652,429	\$ 10,727,572	\$ 32,924,857	\$ 43,652,429	\$ -	24.6%
Other Compensation	-	-	-	-	-	0.0%
Related Benefits	19,151,764	3,986,558	15,165,206	19,151,764	-	20.8%
Total Personal Services	\$ 62,804,193	\$ 14,714,130	\$ 48,090,063	\$ 62,804,193	\$ -	23.4%
Travel	325,870	67,850	258,020	325,870	-	20.8%
Operating Services	9,917,138	6,335,482	3,581,656	9,917,138	-	63.9%
Supplies	937,411	547,684	389,727	937,411	-	58.4%
Total Operating Expenses	\$ 11,180,419	\$ 6,951,016	\$ 4,229,403	\$ 11,180,419	\$ -	62.2%
Professional Services	1,101,480	981,631	119,849	1,101,480	-	89.1%
Other Charges	4,051,514	137,723	3,913,791	4,051,514	-	3.4%
Debt Services	-	-	-	-	-	-
Interagency Transfers	4,797,836	-	4,797,836	4,797,836	-	0.0%
Total Other Charges	\$ 9,950,830	\$ 1,119,354	\$ 8,831,476	\$ 9,950,830	\$ -	11.2%
General Acquisitions	199,681	6,286	193,395	199,681	-	3.1%
Library Acquisitions	62,000	85,934	(23,934)	62,000	-	138.6%
Major Repairs	-	14,100	(14,100)	-	-	-
Total Acquisitions/Major Repairs	\$ 261,681	\$ 106,320	\$ 155,361	\$ 261,681	\$ -	40.6%
Scholarships	12,218,775	7,002,304	5,216,471	12,218,775	-	57.3%
Total Expenditures	\$ 96,415,898	\$ 29,893,123	\$ 66,522,775	\$ 96,415,898	\$ -	31.0%

Southern University Law Center
General Operating Budget Financial Statement
For Fiscal Year Ending June 30, 2023
As of September 30, 2022

	FY23 Budget	Actual	Projected	Total FY23	Over/(Under) Budget	% Actual to Budget
Revenues						
General Fund Direct	\$ 5,762,928	\$ 1,800,915	\$ 3,962,013	\$ 5,762,928	\$ -	31.3%
Statutory Dedicated	194,234	-	194,234	194,234	-	0.0%
Federal	-	-	-	-	-	-
Self Generated						
Tuition - Fall 2021	5,016,672	5,078,251	114,779	5,193,030	176,358	101.2%
Tuition - Spring 2022	4,719,970	-	4,719,970	4,719,970	-	0.0%
Tuition - Summer	882,945	-	882,945	882,945	-	0.0%
Out-of-State Fees	4,615,144	2,317,125	2,298,019	4,615,144	-	50.2%
Other	3,815,126	1,977,045	1,838,081	3,815,126	-	51.8%
Interagency Transfer		-	-			
Total Revenues	\$ 25,007,019	\$ 11,173,336	\$ 14,010,041	\$ 25,183,377	\$ 176,358	44.7%
Expenditures						
Salaries	\$ 13,987,916	\$ 3,408,979	\$ 10,578,937	\$ 13,987,916	\$ -	24.4%
Other Compensation	-	-	-	-	-	-
Related Benefits	5,155,826	1,069,643	4,086,183	5,155,826	-	20.7%
Total Personal Services	\$ 19,143,742	\$ 4,478,621	\$ 14,665,121	\$ 19,143,742	\$ -	23.4%
Travel	515,000	45,845	469,155	515,000	-	8.9%
Operating Services	1,383,237	584,093	975,502	1,559,595	176,358	42.2%
Supplies	325,000	160,502	164,498	325,000	-	49.4%
Total Operating Expenses	\$ 2,223,237	\$ 790,440	\$ 1,609,154	\$ 2,399,595	\$ 176,358	35.6%
Professional Services	1,506,543	155,179	1,351,364	1,506,543	-	10.3%
Other Charges	849,563	-	849,563	849,563	-	0.0%
Debt Services		-	-	-	-	-
Interagency Transfers	283,934	-	283,934	283,934	-	0.0%
Total Other Charges	\$ 2,640,040	\$ 155,179	\$ 2,484,861	\$ 2,640,040	\$ -	5.9%
General Acquisitions		-	-	-	-	-
Library Acquisitions	350,000	173,569	176,431	350,000	-	49.6%
Major Repairs	-	-	-	-	-	-
Total Acquisitions/Major Repairs	\$ 350,000	\$ 173,569	\$ 176,431	\$ 350,000	\$ -	49.6%
Scholarships	650,000	293,000	357,000	650,000	-	45.1%
Total Expenditures	\$ 25,007,019	\$ 5,890,810	\$ 19,292,567	\$ 25,183,377	\$ 176,358	23.6%

**Southern University New Orleans Campus
General Operating Budget Financial Statement
For Fiscal Year Ending June 30, 2023
As of September 30, 2022**

	FY23 Budget	Actual	Projected	Total FY23	Over/(Under) Budget	% Actual to Budget
Revenues						
General Fund Direct	\$ 9,481,986	\$ 2,963,122	\$ 6,518,864	\$ 9,481,986	\$ -	31.3%
Statutory Dedicated	558,554	-	558,554	558,554	-	0.0%
Federal	-	-	-	-	-	-
Self Generated						
Tuition - Fall 2021	4,851,700	2,574,401	875,241	3,449,642	(1,402,058)	53.1%
Tuition - Spring 2022	4,577,842		4,577,842	4,577,842	-	0.0%
Tuition - Summer	429,999	213,713	216,286	429,999	-	49.7%
Out-of-State Fees	352,829	156,395	196,434	352,829	-	44.3%
Other	4,735,175	528,460	4,206,715	4,735,175	-	11.2%
Interagency Transfer		-	-			
Total Revenues	\$ 24,988,085	\$ 6,436,091	\$ 17,149,936	\$ 23,586,027	\$ (1,402,058)	25.8%
Expenditures						
Salaries	\$ 11,440,229	\$ 2,735,068	\$ 8,705,161	\$ 11,440,229	\$ -	23.9%
Other Compensation	75,000	10,146	64,854	75,000	-	-
Related Benefits	4,555,019	956,878	3,598,141	4,555,019	-	21.0%
Total Personal Services	\$ 16,070,248	\$ 3,702,092	\$ 12,368,156	\$ 16,070,248	\$ -	23.0%
Travel	21,000	996	20,004	21,000	-	4.7%
Operating Services	2,025,500	108,082	1,917,418	2,025,500	-	5.3%
Supplies	180,500	48,521	131,979	180,500	-	26.9%
Total Operating Expenses	\$ 2,227,000	\$ 157,598	\$ 2,069,402	\$ 2,227,000	\$ -	7.1%
Professional Services	-	-	-	-	-	-
Other Charges	4,909,862	172,983	3,334,821	3,507,804	(1,402,058)	3.5%
Debt Services		-	-			
Interagency Transfers	1,353,076	-	1,353,076	1,353,076	-	0.0%
Total Other Charges	\$ 6,262,938	\$ 172,983	\$ 4,687,897	\$ 4,860,880	\$ (1,402,058)	2.8%
General Acquisitions	-	-	-	-	-	0.0%
Library Acquisitions	175,000	95,888	79,112	175,000	-	54.8%
Major Repairs	-	-	-	-	-	-
Total Acquisitions/Major Repairs	\$ 175,000	\$ 95,888	\$ 79,112	\$ 175,000	\$ -	54.8%
Scholarships	252,900	45,125	207,775	252,900	-	17.8%
Total Expenditures	\$ 24,988,086	\$ 4,173,687	\$ 19,412,341	\$ 23,586,028	\$ (1,402,058)	16.7%

Southern University Shreveport Campus
General Operating Budget Financial Statement
For Fiscal Year Ending June 30, 2023
As of September 30, 2022

	FY23 Budget	Actual	Projected	Total FY23	Over/(Under) Budget	% Actual to Budget
Revenues						
General Fund Direct	\$ 6,734,035	\$ 2,104,387	\$ 4,629,648	\$ 6,734,035	\$ -	31.3%
Statutory Dedicated	182,015	-	182,015	182,015	-	0.0%
Federal		-	-			
Self Generated						
Tuition - Fall 2021	3,328,227	3,832,950	214,665	4,047,615	719,388	115.2%
Tuition - Spring 2022	3,094,497	-	3,094,497	3,094,497	-	0.0%
Tuition - Summer	498,304	409,932	88,372	498,304	-	82.3%
Out-of-State Fees	158,400	124,342	34,058	158,400	-	78.5%
Other	2,929,410	7,395	2,472,469	2,479,864	(449,546)	0.3%
Interagency Transfer		-	-			
Total Revenues	\$ 16,924,888	\$ 6,479,006	\$ 10,715,724	\$ 17,194,730	\$ 269,842	38.3%
Expenditures						
Salaries	\$ 8,280,556	\$ 2,099,503	\$ 5,847,672	\$ 7,947,175	\$ (333,381)	25.4%
Other Compensation	-	-	-	-	-	0.0%
Related Benefits	3,678,340	629,098	2,874,430	3,503,528	(174,812)	17.1%
Total Personal Services	\$ 11,958,896	\$ 2,728,600	\$ 8,722,102	\$ 11,450,702	\$ (508,194)	22.8%
Travel	34,800	1,039	15,000	16,039	(18,761)	3.0%
Operating Services	2,714,231	1,021,583	1,692,648	2,714,231	(0.43)	37.6%
Supplies	133,200	22,533	110,667	133,200	0	16.9%
Total Operating Expenses	\$ 2,882,231	\$ 1,045,155	\$ 1,818,315	\$ 2,863,470	\$ (18,761)	36.3%
Professional Services	86,521	96,395	75,000	171,395	84,874	111.4%
Other Charges	1,162,282	-	1,162,282	1,162,282	-	0.0%
Debt Services		-	-			
Interagency Transfers	734,958	-	734,958	734,958	-	0.0%
Total Other Charges	\$ 1,983,761	\$ 96,395	\$ 1,972,240	\$ 2,068,635	\$ 84,874	4.9%
General Acquisitions	-	-	-	-	-	0.0%
Library Acquisitions	-	-	-	-	-	0.0%
Major Repairs	-	-	-	-	-	0.0%
Total Acquisitions/Major Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Scholarships	100,000	411,922	400,000	811,922	711,922	411.9%
Total Expenditures	\$ 16,924,888	\$ 4,282,073	\$ 12,912,657	\$ 17,194,730	\$ 269,842	25.3%

Southern University Agricultural Research and Extension Center
General Operating Budget Financial Statement
For Fiscal Year Ending June 30, 2023
As of September 30, 2022

	FY23 Budget	Actual	Projected	Total FY23	Over/(Under) Budget	% Actual to Budget
Revenues						
General Fund Direct	\$ 7,687,749	\$ 2,402,422	\$ 5,285,327	\$ 7,687,749	\$ -	31.3%
Statutory Dedicated	1,803,314	-	1,803,314	1,803,314	-	0.0%
Federal	3,654,209	-	3,654,209	3,654,209	-	0.0%
Self Generated						
Tuition - Fall 2021		-	-			
Tuition - Spring 2022		-	-			
Tuition - Summer		-	-			
Out-of-State Fees		-	-			
Other		-	-			
Interagency Transfer		-	-			
Total Revenues	\$ 13,145,272	\$ 2,402,422	\$ 10,742,850	\$ 13,145,272	\$ -	18.3%
Expenditures						
Salaries	\$ 5,902,538	\$ 1,457,715	\$ 4,444,823	\$ 5,902,538	\$ -	24.7%
Other Compensation	128,882	12,500	116,382	128,882	-	9.7%
Related Benefits	2,838,924	521,148	2,317,776	2,838,924	-	18.4%
Total Personal Services	\$ 8,870,344	\$ 1,991,363	\$ 6,878,981	\$ 8,870,344	\$ -	22.4%
Travel	246,441	19,809	226,632	246,441	-	8.0%
Operating Services	583,553	472,042	111,511	583,553	-	80.9%
Supplies	319,410	27,148	292,262	319,410	-	8.5%
Total Operating Expenses	\$ 1,149,404	\$ 518,999	\$ 630,405	\$ 1,149,404	\$ -	45.2%
Professional Services	55,000	14,250	40,750	55,000	-	25.9%
Other Charges	1,864,293	-	1,864,293	1,864,293	-	0.0%
Debt Services		-	-	-		
Interagency Transfers	217,927	-	217,927	217,927	-	0.0%
Total Other Charges	\$ 2,137,220	\$ 14,250	\$ 2,122,970	\$ 2,137,220	\$ -	0.7%
General Acquisitions	298,310	649	297,661	298,310	-	0.2%
Library Acquisitions			-	-		
Major Repairs	689,994	243,564	446,430	689,994	-	35.3%
Total Acquisitions/Major Repairs	\$ 988,304	\$ 244,213	\$ 744,091	\$ 988,304	\$ -	24.7%
Scholarships	-	-	-	-	-	-
Total Expenditures	\$ 13,145,272	\$ 2,768,825	\$ 10,376,447	\$ 13,145,272	\$ -	21.1%

GOVERNANCE COMMITTEE
(Following Finance Committee)
Board of Supervisors' Meeting Room
J. S. Clark Administration Bldg. 2nd Floor
Baton Rouge, LA.

AGENDA

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Action Item(s)
 - A. Request Approval of Agreements and Contracts Policy (SUS)
This policy is to enable the Southern University System to achieve uniformity in its contracting practices and assist with more effective and efficient management of the System's agreements. This policy will also ensure compliance with the Louisiana Procurement Code and the Louisiana Code of Governmental Ethics.
 - B. Request Approval of Affiliated Nonprofits Organizations Disbursement Policy (SUS)
This policy is to enable the Southern University System to achieve uniformity in its affiliated nonprofit organizations disbursements and ensure compliance with the laws of the State of Louisiana.
 - C. Request Approval of the Revised Uniformed Personnel Actions Policy (SUS)
The purpose of this policy is to create uniform personnel procedures for the SUS in accordance with the provisions of Article VII, Chapter II, and Chapter III of the Bylaws and Regulations. This Uniform Personnel Actions Policy delineates the specific and express delegations of authority by the Board to the System President and Chancellors to execute certain types of personnel actions.
6. Other Business
7. Adjournment

MEMBERS

Mr. Myron Lawson- Chairman, Dr. Leon Tarver, II, –Vice-Chair,
Dr. Leroy Davis, Ms. Christy Reeves, Miss Nadia Foster,
Atty. Edwin Shorty- Ex Officio



POLICY TITLE
Agreements and Contracts Policy

POLICY NUMBER
6-008

Responsible Unit: <i>Office of General Counsel</i>	Effective Date: <i>10/21/2022</i>
Responsible Official: <i>General Counsel and Campus Purchasing Departments</i>	Last Reviewed Date: <i>N/A</i>
Policy Classification: <i>Governance</i>	Origination Date: <i>10/21/2022</i>

I. POLICY STATEMENT AND RATIONALE

This policy is to enable the Southern University System to achieve uniformity in its contracting practices and assist with more effective and efficient management of the System’s agreements. This policy will also ensure compliance with the Louisiana Procurement Code and the Louisiana Code of Governmental Ethics.

II. POLICY SCOPE AND AUDIENCE

This policy applies to all employees, personnel, offices, departments, and institutions under the Southern University System, and any agreements, including but not limited to, contracts and memoranda of understanding, in which the Southern University System or its institutions is a party. Effective upon on adoption by the Board, this policy will immediately apply to all contracts under consideration and not executed prior to the effective date. Notwithstanding the foregoing and subsequent to the adoption of this policy, the Board may direct outside counsel(s) to review any contracts and/or agreements described herein.

Any and all resolutions, policies, orders, and directives adopted or enacted by the Board which are in conflict with any section of this policy are repealed and superseded by this policy, except those resolutions authorized by the Board subsequent to this policy.

III. POLICY COMPLIANCE

Violations or failure to adhere to this policy may result in action under the appropriate handbook for faculty and staff, including termination, legal or ethical sanctions under Louisiana laws, or personal liability for the contractual obligations.

IV. POLICY DEFINITIONS

Agreements: A mutual understanding between two or more parties about their relative rights and duties regarding past, present, or future performances. Agreements include, but are not limited to, contracts, non-disclosure agreements, assignments, material transfer agreements, sale or donation of University goods or services, agreements that set terms for acceptance of gifts, intellectual property transactions, agreements for the purchase or rental of goods and services, leases, liability waivers/releases, settlement of disputes, licenses, student or faculty exchange agreements, memoranda/letters of understanding or cooperation, memoranda of agreement, binding letters of intent, facility access agreements, vending/supply agreements, athletic agreements, affiliation agreements, regulatory filings, employment contracts, instructional agreements, educational testing or testing preparation agreements, inter-agency or inter-institutional agreements, profession service or consulting agreements, speaker/performer engagement agreements, software license/maintenance/development agreements, cooperative endeavor agreements, contracts with hotels, convention centers, or other facilities which require written agreement, and assignment of the right of a party to use the University's names, logos, trademarks, or resources.

Bylaws and Regulations: The Bylaws and Regulations of the Board of Supervisors of Southern University and Agricultural and Mechanical College.

V. POLICY IMPLEMENTATION PROCEDURES

Employees should not sign any agreements on behalf of the Southern University System or its institutions unless the employee is delegated signing authority and the agreement has been reviewed through the proper review procedure below.

A. Review Procedures

1. Purchasing Department

- i. All agreements where the University will expend funds, regardless of whether the funds are housed at the University or a Board-authorized affiliated nonprofit organization, including but not limited to, professional services contracts, software licenses with an associated cost, and agreements associated with requisitions, shall be routed through the procedures established by each campus's Purchasing Department, then the agreements shall be reviewed by the Office of General Counsel as outlined below in Section 2(ii) with an indication that the agreement was been routed though the Purchasing Department.

2. Office of General Counsel

- i. All agreements that would not be handled by the Purchasing Department must be reviewed by the Office of General Counsel. These agreements include, but are not limited to, memoranda of understanding, cooperative endeavor agreements, non-disclosure agreements, affiliations agreements, employment contracts, athletic game contracts, research agreements, and no-cost licensing agreements.
- ii. Agreements for review by the Office of General Counsel shall be emailed to SUS.Contracts@sus.edu in Word (preferred) or PDF format at least 10 business days before the review needs to be completed.
 1. The email shall contain the following:
 2. Agreement in Word (preferred) or PDF format;
 3. Name, email address, and telephone number for the department contact for the agreement; and
 4. Whether the agreement is a renewal of, amendment or modification to, or associated with an existing agreement. If yes, the existing agreement must be included in the email.

B. Approval and Signing Authority

Except as otherwise provided in the Bylaws and Regulations, all agreements and contracts must be made in accordance with the following provisions:

1. Actions Requiring Board Approval

The following actions shall require approval of the Board of Supervisors with signing authority delegated to the President:

- i. Agreements and contracts with a value greater than \$300,000.00.

2. Actions Requiring Presidential Approval

The following actions shall require approval of the President with signing authority delegated to the President:

- i. Agreements and contracts with a value at or below \$300,000.00 and at or above \$75,000.00.
- ii. Professional service contracts with a value at or above \$75,000.00.

3. Actions Requiring Chancellor Approval

The following actions shall require approval of the Chancellor, or his/her designee, with signing authority delegated to the Chancellor, or his/her designee:

- i. Agreements and contracts with a value under \$75,000.00.
- ii. Professional service contracts with a value under \$75,000.00.

C. Duties of the President

1. The President, or his/her designee, is authorized to negotiate on terms and conditions all agreements for the Southern University System and its institutions.
2. The President is given the power and authority to do all things necessary to implement, maintain, amend, or renew agreements for the Southern University System and its institutions.

VI. POLICY RELATED INFORMATION

- Louisiana Procurement Code (La. R.S. 39:1551, et seq.)
- Louisiana Code of Governmental Ethics (La. R.S. 42:1101, et seq.)
- All agreements must be in compliance with La. R.S. 39:1624, La. R.S. 42:1111, and La. R.S. 42:1112.
- Purchasing Department Guidelines for each campus

VII. POLICY HISTORY AND REVIEW CYCLE

The Office of General Counsel and each campus's Purchasing Department will be charged with implementing this policy.

This policy replaces and supersedes any previous policies on agreements, including but not limited to, contracts and memoranda of understanding, and is subject to a five-year 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

The effective date of this policy is determined by the approval date of the President-Chancellor of the Southern University and A&M College System and the Board of Supervisors of the Southern University and A&M College System.

Dennis J. Shields
President-Chancellor, Southern University and A&M College System

Effective Date of Policy

The Honorable Edwin M. Shorty Jr.
Chair – Southern University System Board of Supervisors

Effective Date of Policy



POLICY TITLE

Affiliated Nonprofit Organizations Disbursements Policy

POLICY NUMBER

6-009

Responsible Unit: <i>System and Campus Offices of Finance and Business</i>	Effective Date: <i>10/21/2022</i>
Responsible Official: <i>Vice President and Vice Chancellors for the Office of Finance and Business</i>	Last Reviewed Date:
Policy Classification: <i>Governance</i>	Origination Date: <i>10/21/2022</i>

I. POLICY STATEMENT AND RATIONALE

This policy is to enable the Southern University System to achieve uniformity in its affiliated nonprofit organizations disbursements and ensure compliance with the laws of the State of Louisiana.

II. POLICY SCOPE AND AUDIENCE

This policy applies to all employees, personnel, offices, departments, and institutions under the Southern University System.

III. POLICY COMPLIANCE

Violations or failure to adhere to this policy may result in action under the appropriate handbook for faculty and staff, including termination, legal or ethical sanctions under Louisiana laws, or denial of the disbursement request.

IV. POLICY DEFINITIONS

Transaction is any direct payment to an employee, other than compensation, for expenses incurred for qualified business purposes.

Single Transaction is the complete transaction regarding a matter regardless of if the transaction is paid in installments.

V. POLICY IMPLEMENTATION PROCEDURES

University employees are permitted to receive reimbursements or direct payments for transactions that are for a qualified business purpose from affiliated nonprofit organizations. However, University employees may not receive compensation from affiliated nonprofit organizations for services provided to the University. The funds for such services provided must be transferred to the University from the affiliated nonprofit organization, and the University employee must follow the Extra Compensation Policy.

All disbursements from an affiliated nonprofit organization must use the organization's designated disbursement form, which must be approved by the Chancellor. However, any requests for payments of over one thousand dollars for any single transaction to, or on behalf of, or to reimburse the expense of an employee by an affiliated nonprofit organization shall be approved in writing by the President.

All disbursement requests must include proper supporting documentation, including but not limited to, receipts, invoices, contracts, to justify approval.

The final approver of a request, whether the President or the Chancellor, is required to maintain copies of all approved requests with supporting documentation in accordance with applicable retention policies.

The President shall semi-annually provide to the Board of Supervisors an aggregate accounting of all approved requests for payments over one thousand dollars for any single transaction to, or on behalf, or to reimburse the expense of an employee by an affiliated nonprofit organization.

VI. POLICY RELATED INFORMATION

- La. R.S. 17:3390(F)
- Agreements and Contracts Policy
- Extra Compensation Policy

VII. POLICY HISTORY AND REVIEW CYCLE

The Offices of Business and Finance will be charged with implementing this policy.

This is a new policy and is subject to a five-year 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

The effective date of this policy is determined by the approval date of the President-Chancellor of the Southern University and A&M College System and the Board of Supervisors of the Southern University and A&M College System.

Dennis J. Shields
President-Chancellor, Southern University and A&M College System

Effective Date of Policy

The Honorable Edwin M. Shorty Jr.
Chair – Southern University System Board of Supervisors

Effective Date of Policy



POLICY TITLE
Uniformed Personnel Actions Policy

POLICY NUMBER
7-008

Responsible Unit: <i>Office of Human Resources</i>	Effective Date: <i>10/21/2022</i>
Responsible Official: <i>Associate Vice President for Human Resources</i>	Last Reviewed Date: <i>8/19/2022</i>
Policy Classification: <i>Human Resources</i>	Origination Date: <i>11/28/2008</i>

I. POLICY STATEMENT AND RATIONALE

The Southern University System (“SUS”) has formulated the following policy to provide operational guidelines for the appropriate delegation of authority to approve various personnel actions by its Board of Supervisors (Board), System President, and Chancellors.

The purpose of this policy is to create uniform personnel procedures for the SUS in accordance with the provisions of Article VII, Chapter II, and Chapter III of the Bylaws and Regulations. This Uniform Personnel Actions Policy delineates the specific and express delegations of authority by the Board to the System President and Chancellors to execute certain types of personnel actions.

This delegation of authority may be amended or revoked at any time.

II. POLICY SCOPE AND AUDIENCE

This policy applies to all personnel actions of SUS faculty and staff.

III. POLICY COMPLIANCE

Failure to adhere to the policy may result in actions under the appropriate Handbook for faculty and staff.

IV. POLICY DEFINITIONS

Bylaws and Regulations: The Bylaws and Regulations of the Board of Supervisors of Southern University and Agricultural and Mechanical College.

Compensation: For purposes of this policy, “compensation” includes all income covered on any check issued (or electronic transmittal) by the SUS for any compensation purposes as well as all income from other sources, including affiliated foundations, paid as compensation for work done on behalf of the SUS or pursuant to an employment agreement with the SUS. The term does not include royalty, licensing, or other payments made pursuant to the SUS’s intellectual property policies.

V. POLICY IMPLEMENTATION PROCEDURES

Except as otherwise provided in the Bylaws and Regulations, all personnel actions shall be made in accordance with the following provisions:

A. Personnel Actions Requiring Board Approval

The following personnel actions shall require approval by the SUS Board of Supervisors:

1. Any action, which would result in an employee, non-faculty, earning total annual compensation in the amount of Sixty Thousand Dollars (\$60,000) or more, from all sources, both public and authorized private; or over Seventy-Five Thousand (\$75,000) for faculty.
2. Appointment of and compensation for the President, System Vice Presidents, all chancellors or equivalents, and all positions of dean or equivalent and above, including amendments to or extensions of appointment agreements and increases or decreases in compensation.
3. Educational leave and sabbatical leave in excess of three (3) months during any twelve (12) month period.
4. Termination of tenured faculty.
5. Head Coach and Athletic Director contracts and amendments, thereto, provided that the President shall have the authority to approve any non-substantial amendments.
6. Leave without pay for one (1) year or more or special leave with any pay or benefits for thirty (30) days or more within any twelve (12) month period, except for any action which an employee is entitled to under the Family and Medical Leave Act of 1993, as amended, or a medical leave for thirty (30) days or more.
7. Either appointment or making any change in status which would result in an employee gaining indeterminate tenure or “rolling tenure” (i.e., rolling term).
8. Appointment to any designated chair or professorship.
9. Conferring emeritus status on any person with less than ten (10) years of service to the university or with titles other than professor.

10. Awarding any honorary degree.

B. Personnel Actions Requiring Presidential Approval

The following personnel actions shall require approval by the President, which authority may not be further delegated.

1. Any action which would result in an employee earning a total annual compensation from Fifty Thousand Dollars (\$50,000.00) to fifty-nine thousand and ninety-nine cents (\$59,999.99) from all sources, both public and authorized private.
2. The creation of any new position at the level of Vice President, Chancellor or equivalent and all positions of dean or equivalent, including directors and chairs earning \$50,000 to \$59,999.99.
3. Any action which would allow for a delay in review for tenure beyond the period of time established by SUS policy or in the employee's appointment letter.
4. Conferring emeritus titles not required to be approved by the Board.
5. Re-appointment of any person who is to receive during employment with the SUS any retirement benefits from any Louisiana public employee retirement system or plan.
6. General pay plans, including across-the-board pay raises which are granted to all or substantially all of the employees of a campus or institution.
7. Any other personnel action which the President determines should be reviewed at the System level. Such determinations may be made individually or be established for the System as a whole, for individual campuses or institutions, or for classes of employees either across the System or at specific campuses or institutions.
8. Hiring of all full-time faculty as required to fill faculty vacancies up to the salary level of Seventy-five thousand dollars (\$75,000.00).
9. Paying any salary supplement to an SUS employee from Board- authorized affiliated foundation funds, in accordance with the Affiliated Nonprofit Organizations Disbursements Policy.

C. Personnel Actions Requiring Chancellor Approval

The following personnel actions shall require approval by the Chancellors:

1. Any action which would result in an employee earning total annual compensation up to, but not more than, Forty-nine Thousand Dollars and Ninety-nine Cents (\$49,999.99) from all sources, both public and authorized private.

2. Title changes.
3. Hiring of adjunct faculty.
4. Employment status changes from a nine (9) month to a twelve (12) month or twelve (12) month to a nine (9) month position.
5. Any action which an employee is entitled to under the Family and Medical Leave Act of 1993, as amended, or a medical leave.

D. Personnel Actions which may be delegated by the President

Authority to take all other personnel actions is hereby delegated by the Board to the President, who may further delegate such authority, as he/she deems to be in the best interests of the SUS, provided such actions are taken in accordance with the requirements for form and reporting set forth in Sections E and F of this policy.

E. Form of Letters of Appointment and Similar Agreements

All letters of appointment, contracts of employment, or other written employment agreements between the SUS and any of its employees containing any special provisions not provided for in written general policy, shall either (i) use only the language prescribed for such agreements by the President in a standardized template or form (which is encouraged); or (ii) be approved as to form and legal sufficiency by the General Counsel prior to being signed.

F. Reporting

All personnel actions shall be reported to the President and the Board in a format prescribed by the President after consultation with the Board.

G. Miscellaneous

1. In the event of any conflict between the provisions of Chapter II and Chapter III and any other provisions of the *Regulations* of the Board of Supervisors, the provisions of Chapter II than Chapter III shall control.
2. Nothing herein creates any rights, procedural or substantive, in employees, prospective employees, or other persons.

VI. POLICY RELATED INFORMATION

- Article VII, Chapter II, and Chapter III of the Bylaws and Regulations
- Family and Medical Leave Act of 1993, as amended
- LSA R.S. 17:3390(F)
- SUS Extra Compensation Policy
- SUS Affiliated Nonprofit Organizations Disbursements Policy

VII. POLICY HISTORY AND REVIEW CYCLE

The Office of Human Resources will be charged with implementing this Policy.

This Policy replaces the current Uniformed Personnel Policy with an origination date of 11/28/08 and 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

The effective date of this policy is determined by the approval date of the President-Chancellor of the Southern University and A&M College System and the Board of Supervisors of the Southern University and A&M College System.

Dennis J. Shields
President-Chancellor, Southern University and A&M College System

Effective Date of Policy

The Honorable Edwin M. Shorty Jr.
Chair - Southern University System Board of Supervisors

Effective Date of Policy



POLICY TITLE
Uniformed Personnel Actions Policy

POLICY NUMBER
7-008

Responsible Unit: <i>Office of Human Resources</i>	Effective Date: <i>8/4/2021 8/21/2022</i>
Responsible Official: <i>Associate Vice President for Human Resources</i>	Last Reviewed Date: <i>8/19/2022</i>
Policy Classification: <i>Human Resources</i>	Origination Date: <i>11/28/2008</i>

I. POLICY STATEMENT AND RATIONALE

The Southern University System (“SUS”) has formulated the following policy to provide operational guidelines for the appropriate delegation of authority to approve various personnel actions by its Board of Supervisors (Board), System President, and Chancellors.

The purpose of this policy is to create uniform personnel procedures for the SUS in accordance with the provisions of Article VII, Chapter II, and Chapter III of the Bylaws and Regulations. This Uniform Personnel Actions Policy delineates the specific and express delegations of authority by the Board to the System President and Chancellors to execute certain types of personnel actions.

This delegation of authority may be amended or revoked at any time.

II. POLICY SCOPE AND AUDIENCE

This policy applies to all personnel actions of SUS faculty and staff.

III. POLICY COMPLIANCE

Failure to adhere to the policy may result in actions under the appropriate Handbook for faculty and staff.

IV. POLICY DEFINITIONS

Bylaws and Regulations: The Bylaws and Regulations of the Board of Supervisors of Southern University and Agricultural and Mechanical College.

Compensation: For purposes of this policy, “compensation” includes all income covered on any check issued (or electronic transmittal) by the SUS for any compensation purposes as well as all income from other sources, including affiliated foundations, paid as compensation for work done on behalf of the SUS or pursuant to an employment agreement with the SUS. The term does not include royalty, licensing, or other payments made pursuant to the SUS’s intellectual property policies.

V. POLICY IMPLEMENTATION PROCEDURES

Except as otherwise provided in the Bylaws and Regulations, all personnel actions shall be made in accordance with the following provisions:

A. Personnel Actions Requiring Board Approval

The following personnel actions shall require approval by the SUS Board of Supervisors:

1. Any action, which would result in an employee, non-faculty, earning total annual compensation in the amount of Sixty Thousand Dollars (\$60,000) or more, from all sources, both public and authorized private; or over Seventy-Five Thousand (\$75,000) for faculty.
2. Appointment of and compensation for the President, System Vice Presidents, all chancellors or equivalents, and all positions of dean or equivalent and above, including amendments to or extensions of appointment agreements and increases or decreases in compensation.
3. Educational leave and sabbatical leave in excess of three (3) months during any twelve (12) month period.
4. Termination of tenured faculty.
5. Head Coach and Athletic Director contracts and amendments, thereto, provided that the President shall have the authority to approve any non-substantial amendments.
6. Leave without pay for one (1) year or more or special leave with any pay or benefits for thirty (30) days or more within any twelve (12) month period, except for any action which an employee is entitled to under the Family and Medical Leave Act of 1993, as amended, or a medical leave for thirty (30) days or more.
7. Either appointment or making any change in status which would result in an employee gaining indeterminate tenure or “rolling tenure” (i.e., rolling term).
8. Appointment to any designated chair or professorship.
9. Conferring emeritus status on any person with less than ten (10) years of service to the university or with titles other than professor.

10. Awarding any honorary degree.

~~11.1. Paying any salary supplement to an SUS employee from Board authorized affiliated foundation funds.~~

~~12. Paying any salary supplement to a SUS employee from Board authorized affiliated foundation funds that is for one thousand dollars (\$1,000.00) or more.~~

B. Personnel Actions Requiring Presidential Approval

The following personnel actions shall require approval by the President, which authority may not be further delegated.

- 1. Any action which would result in an employee earning a total annual compensation from Fifty Thousand Dollars (\$50,000.00) to ~~Sixty-fifty-nine~~ thousand and ninety-nine cents (~~\$60,000.00~~999.99) from all sources, both public and authorized private.
- 2. The creation of any new position at the level of Vice President, Chancellor or equivalent and all positions of dean or equivalent, including directors and chairs earning \$50,000 to ~~\$60,000.00~~59,999.99.
- 3. Any action which would allow for a delay in review for tenure beyond the period of time established by SUS policy or in the employee’s appointment letter.
- 4. Conferring emeritus titles not required to be approved by the Board.
- 5. Re-appointment of any person who is to receive during employment with the SUS any retirement benefits from any Louisiana public employee retirement system or plan.
- 6. General pay plans, including across-the-board pay raises which are granted to all or substantially all of the employees of a campus or institution.
- ~~7.~~ Any other personnel action which the President determines should be reviewed at the System level. Such determinations may be made individually or be established for the System as a whole, for individual campuses or institutions, or for classes of employees either across the System or at specific campuses or institutions.

~~7.~~

8. Hiring of all full-time faculty as required to fill faculty vacancies up to the salary level of Seventy-five thousand dollars (\$75,000.00).

9. Paying any salary supplement to an SUS employee from Board- authorized affiliated foundation funds, in accordance with the Affiliated Nonprofit Organizations Disbursements Policy.

C. Personnel Actions Requiring Chancellor Approval

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The following personnel actions shall require approval by the Chancellors:

1. Any action which would result in an employee earning total annual compensation up to, but not more than, ~~Fifty-Forty-nine~~ Thousand Dollars and Ninety-nine Cents (~~\$50,000~~49,999.99) from all sources, both public and authorized private.
2. Title changes.
3. Hiring of adjunct faculty.
4. Employment status changes from a nine (9) month to a twelve (12) month or twelve (12) month to a nine (9) month position.
5. Any action which an employee is entitled to under the Family and Medical Leave Act of 1993, as amended, or a medical leave.

D. Personnel Actions which may be delegated by the President

Authority to take all other personnel actions is hereby delegated by the Board to the President, who may further delegate such authority, as he/she deems to be in the best interests of the SUS, provided such actions are taken in accordance with the requirements for form and reporting set forth in Sections E and F of this policy.

E. Form of Letters of Appointment and Similar Agreements

All letters of appointment, contracts of employment, or other written employment agreements between the SUS and any of its employees containing any special provisions not provided for in written general policy, shall either (i) use only the language prescribed for such agreements by the President in a standardized template or form (which is encouraged); or (ii) be approved as to form and legal sufficiency by the General Counsel prior to being signed.

F. Reporting

All personnel actions shall be reported to the President and the Board in a format prescribed by the President after consultation with the Board.

G. Miscellaneous

1. In the event of any conflict between the provisions of Chapter II and Chapter III and any other provisions of the *Regulations* of the Board of Supervisors, the provisions of Chapter II than Chapter III shall control.
2. Nothing herein creates any rights, procedural or substantive, in employees, prospective employees, or other persons.

VI. POLICY RELATED INFORMATION

- Article VII, Chapter II, and Chapter III of the Bylaws and Regulations
- Family and Medical Leave Act of 1993, as amended
- [LSA R.S. 17:3390\(F\)](#)
- [SUS Extra Compensation Policy](#)
- [SUS Affiliated Nonprofit Organizations Disbursements Policy](#)

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VII. POLICY HISTORY AND REVIEW CYCLE

The Office of Human Resources will be charged with implementing this Policy.

This Policy replaces the current Uniformed Personnel Policy with an origination date of 11/28/08 and 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

The effective date of this policy is determined by the approval date of the President-Chancellor of the Southern University and A&M College System and the Board of Supervisors of the Southern University and A&M College System.

<i>Dennis J. Shields</i>	<i>Effective Date of Policy</i>
<i>President-Chancellor, Southern University and A&M College System</i>	

<i>The Honorable Edwin M. Shorty Jr.</i>	<i>Effective Date of Policy</i>
<i>Chair - Southern University System Board of Supervisors</i>	

SOUTHERN UNIVERSITY BOARD OF SUPERVISORS
(Following Personnel Affairs Committee)
Board of Supervisors' Meeting Room
J. S. Clark Administration Bldg. 2nd Floor
Baton Rouge, LA.

AGENDA

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Action Items
 - A. Request Approval of Minutes of the June 24, 2022, SUS Board of Supervisors Meeting
 - B. Request Approval of Committee Reports and Recommendations
 - C. Request Approval of Sports Medicine Services Agreement between SUNO and Ochsner Clinic Foundation (SUNO)
Ochsner will provide athletic trainers, physicians, and other qualified healthcare providers for student athletes.
 - D. Request Approval for the Removal of Campus Ban of 1972 Southern University Student Protest (SULC)
 - E. Request Approval of Memorandum of Understanding between Southern University Student Health Center and BRBAC Metro Health (SUS)
This MOU is to provide at-home HIV self-testing kits and distribution logs for data collection
 - F. Request Approval of Grant Agreement with Alliant Insurance Foundation (SUS)
Grant for SUBR, College of Business to Develop the Alliant Insurance Foundation Degree Program of Risk Management and Insurance
 - G. Resolutions
6. Informational Item(s)
 - A. President's Report
 - B. Chancellor's Report
7. Other Business
8. Adjournment

FACILITIES AND PROPERTY COMMITTEE

**Board of Supervisors' Meeting Room
J. S. Clark Administration Bldg. 2nd Floor
Baton Rouge, LA.**

MINUTES

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

The invocation was given by Apostle Patrick Taylor pastor of Believers Assembly World Prayer Center The Pledge of Allegiance was led by Miss Naulia Guidry from Southern University Lab School

Board Chair Atty. Edwin Shorty announced the convening of the Academic Affairs Committee. Chair Mr. Sam Gilliam called the committee meeting to order.

AGENDA ITEM 2: Roll Call

Roll Call by President Dennis J. Shields

Present: Mr. Sam Gilliam- Chairman, Mr. Richard Hilliard, Mr. John Barthelemy, Dr. Leon Tarver, II, Mr. Myron Lawson and Atty. Edwin Shorty - Ex Officio

Absent: Dr. Rani Whitfield

AGENDA ITEM 3: ADOPTION OF THE AGENDA

There was a motion by Dr. Arlanda Williams and second by Mr. Myron Lawson recommending the agenda for adoption.

Motion Approved.

AGENDA ITEM 4: SPECIAL PRESENTATION

A. The A&M Agenda

President Tate from LSU and his staff were in attendance. President Tate and President Shields both gave their summary of the A & M Agenda. President Tate presented President Shields with a framed copy of the A & M Agenda.

B. Blue Cross Blue Shield Presentation (SUNO)

Chancellor Shields introduced Dr. Kim Rugon who presented a check in the amount of \$432,000 to SUNO along with Mike Tipton and Cori Wiley

C. Scholarship Presentation (SUSLA)

Dr. Appeaning presented check.

AGENDA ITEM 5: PUBLIC COMMENTS

None

AGENDA ITEM 6: ACTION ITEM(S)

Motion was made by Mr. John Barthelemy and second by Dr. Leon Tarver to approve Action Item (6A – 6D) in global.

- A. Request Approval of Cooperative Endeavor Agreement for several projects at SUBR. *These projects will be fully funded by the US Dept. of Ed HBCU Capital Financing Program and overseen by the Office of Facility Planning and Control. The CEA is between SUBR and Facility Planning & Control who is responsible for management of the project and will detail the method and responsibility of payment of invoices. The loan proceeds will be considered self-generated revenue and disbursed to the University in increments as indicated in the CEA. The OFP is requesting approval to enter a CEA for the following projects:*

- *Student Union*
- *Student Apartments*
- *Global Innovation and Welcome Center*
- *Outdoor Classroom/ Amphitheater*
- *Fisher Hall Phase 2*
- *T.H. Harris Hall Learning Lobby*
- *New Public Safety Building*

CEA templet is included in the packet.

- B. Request Approval of Scope Change for Renovation of Louis Collier Hall Science Building (SUSLA)

The funded amount for this project is insufficient for the scope of work. Therefore, in keeping with the intent of the original request to provide instructional space for science courses, after consultation with the campus leadership. OFP is recommending that the scope of the project be changed to the construction of a new

6,000 square foot science laboratory annex building. OFP will request a new project in upcoming Capital Outlay Requests for complete renovation of Louis Collier Science Building.

- C. Request Approval of Fiscal Year 2023-2024 Capital Outlay Requests (SUS)

The Office of Facilities Planning is preparing a Capital Outlay list to submit to the Louisiana Board of Regents (BOR) for Fiscal Year 2023-24. The listing includes the title of the project, a brief description, an estimated project cost, the amount of cash

funding requested for FY2023-24, and the system priority of the request.

- D. Request Approval of Act 959 Project Proposal for the Southern University Law Center *Act 959 of 2003 permits higher education institutions to initiate certain capital projects not exceeding \$5M that are funded with self-generated revenues, auxiliary income, grants, donations, local, or federal funds. The Southern University Law Center proposes to construct an annex building adjacent to the Law Center building on the site of an existing annex that will be demolished. The annex building will be approximately 4,200 square feet and will provide needed space for classrooms and faculty offices and is estimated at \$1.7 million dollars. The project is funded by the SULC.*

AGENDA ITEM 7: INFORMATIONAL ITEM(S)

A. Facilities and Properties Updates

Mr. Kenneth Dawson gave an update and he mention he will be traveling to Platteville, WI to look at their STEM Building.

AGENDA ITEM 8: OTHER BUSINESS

None

AGENDA ITEM 9: ADJOURMENT

Mr. John Barthelemy made a motion to adjourn the meeting.

FINANCE COMMITTEE
(Following Facilities and Property Committee)
Board of Supervisors' Meeting Room
J. S. Clark Administration Bldg. 2nd Floor
Baton Rouge, LA.

MINUTES

Board Chair Atty. Edwin Shorty announced the convening of the Finance Committee. Dr. Arlanda Williams called the committee meeting to order.

AGENDA ITEM 2: Roll Call

Roll Call by President Dennis J. Shields

Present: Dr. Arlanda Williams- Chairman, Atty. Domoine Rutledge, Mr. Sam Gilliam, Mr. Myron Lawson–Vice-Chair, Ms. Christy Reeves, Dr. Leon Tarver, and Atty. Edwin Shorty - Ex Officio

Absent: NONE

AGENDA ITEM 3: ADOPTION OF THE AGENDA

There was a motion by Ms Christy Reeves and second by Mr. Myron Lawson recommending the agenda for adoption.

Motion Approved.

AGENDA ITEM 4: PUBLIC COMMENTS

None

AGENDA ITEM 5: INFORMATIONAL ITEM(S):

A. Interim Financial Reports

Mr. McClinton mention the report is in the packet. He will address any questions. There were none.

AGENDA ITEM 6: OTHER BUSINESS

None

AGENDA ITEM 7: ADJOURNMENT

Ms. Christy Reeves made motion to adjourn the meeting.

GOVERNANCE COMMITTEE
(Following Finance Committee)
Board of Supervisors' Meeting Room
J. S. Clark Administration Bldg, 2nd Floor
Baton Rouge, LA.

AGENDA

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

Roll Call by President Dennis J. Shields

Present: Mr. Myron Lawson, Dr. Leon Tarver, Dr. Leroy Davis Miss Naudia Foster, Ms. Christy Reeves
Atty. Edwin Shorty - Ex Officio

Absent: None

AGENDA ITEM 3: ADOPTION OF THE AGENDA

Upon the motion by Dr. Leroy Davis and second by Dr. Leon Tarver, II, the agenda was recommended for adoption.

Motion passed.

AGENDA ITEM 4: PUBLIC COMMENTS

None

AGENDA ITEM 5: ACTION ITEM(S)

Motion was made by Dr. Leon Tarver and second by Dr. Leroy Davis to approve Action Item (5A – 5C) in global.

- A. Request Approval of the Digital Millennium Copyright Act Policy (SUS)
This policy established the principles and responsibilities associated with the use of SUS's Information Technology Resources network systems in SUS's response to Copyright Infringement Takedown Notices, under the DMCA, and details the consequences for violating this policy.
- B. Request approval of the Campus Free Speech Policy (SUS)
Updated Campus Free Speech Policy based upon legislative revisions during the 2022 Louisiana Regular Session.
- C. Request Approval of the Non-Academic Due Process Policy (SUS)
Mandated by the Louisiana Legislature after the 2022 Regular Session, this

policy ensures that all students are guaranteed their due process rights as guaranteed by the U.S. Constitution, the Louisiana Constitution, and the Student Due Process and Protection Act. It applies to all students and student organizations at any institution under the Southern University System where the student or the student organization is accused of a violation of an institution's non-academic rules or policies that carries a potential penalty of suspension of ten or more days, deferred suspension, or expulsion.

AGENDA ITEM 6: OTHER BUSINESS

None

AGENDA ITEM 7: ADJOURNMENT

Ms. Christy Reeves made motion to adjourn the meeting.

PERSONNEL AFFAIRS COMMITTEE
(Following Governance Committee)
Board of Supervisors' Meeting Room
J. S. Clark Administration Bldg. 2nd Floor
Baton Rouge, LA.

AGENDA

Board Chair Atty. Edwin Shorty announced the convening of the Personnel Affairs Committee Chair Dr. Leon Tarver, II called the committee meeting to order.

Roll Call by President Dennis J. Shields

Present: Dr. Leon Tarver, Mr. Raymond Fondel, Ms. Christy Reeves, Dr. Arlanda Williams, and Atty. Edwin Shorty - Ex Officio

Absent: Atty. Jody Amedee and Rev. Samuel Tolbert

AGENDA ITEM 3: ADOPTION OF THE AGENDA

Upon the motion by Dr. Arlanda Williams and second by Ms. Christy Reeves the agenda was recommended for adoption.

Motion adopted.

AGENDA ITEM 4: PUBLIC COMMENTS

None

AGENDA ITEM 5: ACTION ITEM(S)

Motion was made by Mr. Raymond Fondel and second by Ms. Christy Reeves to approve Action Item (5A – 5C) in global.

Motion passed

A. Request Approval of Personnel Action on Positions Equal to or Greater than \$60,000
(SUAREC)

Name	Position/Campus	Salary	Funding Source
1. Clourth Wilson	Director of Technology New Assignment	\$88,000.00	State

B. Request Approval of Personnel Action on Positions Equal to or Greater than \$60,000
(SULC)

Name	Position/Campus	Salary	Funding Source
1. Aros Comeaux	IT Desktop & AV Support Specialist One Year Salary Adjustment	64,850.00	State

2. Shirley Johnson	Human Services Manager New Position	\$72,000.00	State
3. Melanie Rey	Associate Director of Career Services New Assignment	\$90,000.00	State

C. Request Approval of Personnel Action on Positions Equal to or Greater than \$60,000
(SUNO)

Name	Position/Campus	Salary	Funding Source
1. Meredith Reed	Registrar New Assignment	\$70,000.00	State

AGENDA ITEM 6: OTHER BUSINESS

None

AGENDA ITEM 7: ADJOURNMENT

Dr. Arlanda Williams made motion to adjourn the meeting.

SOUTHERN UNIVERSITY BOARD OF SUPERVISORS

**(Following Personnel Affairs Committee)
Board of Supervisors' Meeting Room
J. S. Clark Administration Bldg. 2nd Floor
Baton Rouge, LA.**

AGENDA

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

Roll Call by President Dennis J. Shields

Present:

Mr. John Barthelemy, Dr. Leroy Davis, Mr. Raymond Fondel, Ms. Naudia Foster, Mr. Sam Gilliam, Mr. Richard Hilliard, Mr. Myron Lawson, Ms. Christy Reeves Atty Domoine Rutledge, Atty Edwin Shorty, Mrs. Ann A. Smith, Leon R. Tarver II, and Ms. Arlanda Williams

Absent:

Atty. Jody Amedee, Rev. Samuel Tolbert, and Dr. Rani Whitified,

AGENDA ITEM 3: ADOPTION OF THE AGENDA

There was a motion by Atty Domoine Rutledge and second by Dr. Rani Whitfield to adopt the agenda.

Motion adopted.

AGENDA ITEM 4: PUBLIC COMMENTS

- Willie Zanders -Legal Advisor for SUNO Foundation – Comment on Action Item 6G
Mr. Zanders asked that they do not fight and come up with a plan that everyone can agree on.
- Wanda Crawford – President of SUNO Alumni – Comment on Action Item 6G
Ms. Crawford is against the item and she gave her reasons why she is against item. She ask that the board reconsider the item.
- Paula Jefferson – Current President of SUNO Foundation – Comment on Action Item 6G
Ms. Jefferson commented on item 6G.
- Frank Williams - - Comment on Action Item 6G
Mr. Williams commented on item 6G and he gave some information on the SUNO Foundation disbursement of funds and their accountability.

AGENDA ITEM 5: SPECIAL PRESENTATIONS

A. Above and Beyond

The Above and Beyond Award was presented by Mr. Ben Pugh. He presented the award to Ms. Althea Basil who is the director of property management.

AGENDA ITEM 6: ACTION ITEMS

Motion was made by Atty Domoine Rutledge and seconded by Mr. Raymond Fondel to approve Action Items 6A and 6B in global.

Motion Approved

- A. Request Approval of Minutes of the June 24, 2022, SUS Board of Supervisors Meeting
- B. Request Approval of Committee Reports and Recommendations

Motion was made by Mr. John Barthelemy and seconded by Ms. Naudia Foster to approve Action Items (6B – 6F) in global.

Motion Approved

- B. Request approval of Trademarks Memorandum of Understanding between the Southern University System, Southern University and Agricultural and Mechanical College at Baton Rouge, Southern University at Shreveport, Southern University at New Orleans, Southern University Agricultural Research and Extension Center, Southern University Law Center, and the Southern University System Foundation (SUS)
The System owns the entire right, title, and interest in and to certain U.S. trademarks and services marks, both registered and unregistered (collectively the “Marks”); and the System desires to have Foundation manage its Marks
- C. Request Approval of Recommendation Letter for Memorandum of Understanding between Southern University at New Orleans and HomeFree-USA, Inc. (SUNO)
This MOU is designed to expand and promote the Center for Financial Advancement on campus. It will provide students opportunities for jobs and internships in the real estate finance, mortgage, and banking industry. In addition, prepare them for solid financial growth, teach money management and social skills, and introduce them to credit wealth building and aspects of real estate finance
- D. Request Approval to Name the Strategic Leadership Institute as the Joe Stewart Strategic Leadership Institute (SULC)
Mr. Stewart, an alum of Southern University and A&M College from the 1960's has been a corporate leader, nonprofit/foundation leader, entrepreneur, and philanthropist over his long and distinguished career. He

has donated hundreds of thousands of dollars to further and support the mission of Southern University and A&M College.

- E. Request Approval to Submit the Higher Education Emergency Relief Fund (HEERF) for Construction Project (SUNO)

Southern University at New Orleans seeks to build a facility that will support a comprehensive health education program that will address many current and future healthcare needs resulting from the COVID-19 pandemic. This building will host degree programs and research activity in nursing, cardiopulmonary science, and public health.

- F. Request Approval of Memorandum of Understanding between SULC and Greenfield Terminal (SULC)

The Greenfield Grain Terminal seeks to partner with Southern University Law Center through its Heirship Institute and the Louis A. Berry Institute for Civil Rights. Together, we are poised to build a model of partnership that will provide new and compelling opportunities to Black farmers from across the region while inviting additional investment from across the country.

Atty Domoine Rutledge asked General Counsel Blache to give a summary on the Revised agreement for SUNO. Once she gave the summary of the agreement, there was a lengthy discussion among the board members. They also heard from some SUNO representatives. After much discussion, it was decided to suspend the motion to approve the items until next meeting. Motion by Mr. Myron Lawson and seconded by Dr. Leon Tarver, II. Motion approved.

- G. Dissolution of the October 1, 2020, Memorandum of Agreement between the SUNO Foundation and SUNO.

- H. Repeal Section 6-4, Southern University at New Orleans Foundation, of the Bylaws and Regulations of the Board of Supervisors of the Southern University and Agricultural and Mechanical College.

AGENDA ITEM 7: Resolutions

Dr. Allen Vital, Chief of Staff read resolutions and commendations for the following:

Resolutions

- Mr. Alvin Allen, Jr.
- Mrs. Ruth Lewis Crawford
- Mr. Edward Jasper Massenberg, Jr.
- Miss Ursula T. Ransburg J.D., LLM

Motion was made by Mr. John Barthelemy and seconded by Mr. Myron Lawson to approve Action Item 7.

AGENDA ITEM 8: INFORMATIONAL ITEM(S)

- C. President's Report

President Shields discussed the campuses and the operational effectiveness. He mentioned the SUSLA Chancellor search had been put on hold, but he was going to revisit the list and name the committee in the next week. He discussed the budget and answered a few questions in reference to the search committee from board members.

D. Chancellor's Report

All Chancellors gave a brief report. Detail Chancellor reports are in the Board office as well as online.

Atty Shorty recognized Chancellor Pierre for the 75th Year Gala. He also acknowledged and congratulated him for the 2022 Award.

AGENDA ITEM 8: OTHER BUSINESS

Chairman Shorty acknowledged visitors and thanked everyone for being at the meeting.

AGENDA ITEM 9: ADJOURNMENT

Mr. Raymond Fondel made a motion to adjourn the meeting.

SOUTHERN UNIVERSITY AT NEW ORLEANS

6400 Press Drive
New Orleans, LA 70126
Phone: (504) 286-5311 Fax: (504) 286-5000
www.suno.edu



Office of the Chancellor

October 5, 2022

President-Chancellor Dennis J. Shields
Southern University and A&M College System
4th Floor, J. S. Clark Administration Building
Baton Rouge, LA 70813

RE: Sports Medicine Services Agreement between the Ochsner Clinic Foundation Office and Southern University at New Orleans (SUNO)

Dear President-Chancellor Shields:

Southern University at New Orleans (SUNO) is seeking your support and approval from the Southern University and A&M College System Board of Supervisors to establish a Sports Medicine Services Agreement between the Ochsner Clinic Foundation and Southern University at New Orleans. The effective date of this agreement is October 10, 2022.

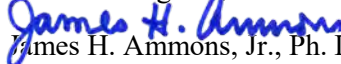
Ochsner's obligations include the provision of professional personnel to evaluate, treat and assist with the prevention of injuries through basic first aid and any other method as may be deemed necessary. Professional personnel will keep accurate and up-to-date records regarding injuries and correspondence with the appropriate physicians.

SUNO's obligations include obtaining all necessary, appropriate and legal consent forms for athletes to receive the athletic trainer services. SUNO will provide space, including adequate facilities for a training room, office equipment and a locked file cabinet.

SUNO will provide Ochsner with certain advertising/promotional considerations and resources connected to the provision of the athletic trainer services that shall have an approximate twelve (12) month value of \$5,000.00.

Thank you for considering this request and submitting it for approval at the October 21, 2022 meeting of the Southern University and A&M College System Board of Supervisors.

With kind regards,


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

APPROVAL: _____
President-Chancellor Dennis J. Shields
Southern University and A&M College System

SPORTS MEDICINE SERVICES AGREEMENT

This Sports Medicine Services Agreement (the “Agreement”) is entered into this ___ day of _____, 2022 by and between Ochsner Clinic Foundation, a Louisiana not-for-profit corporation, (“Ochsner”) and Southern University at New Orleans, (“School”).

RECITALS

WHEREAS, School has identified a significant unmet need for sports medicine coverage and certified athletic trainers services for its student athletes while they are training for, and participating in, specified school sponsored athletic events;

WHEREAS, Ochsner employs or contracts with certified athletic trainers, physicians, and other qualified healthcare providers (collectively, the “Professional Personnel”) who are qualified by virtue of training and experience to provide such services; and

WHEREAS, School has requested that Ochsner provide such services to School’s athletes in accordance with the terms and conditions of this Agreement; and

WHEREAS, School and Ochsner have determined that an exclusive arrangement is necessary to accomplish the objectives under this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Ochsner and School agree as follows:

1. OCHSNER’S OBLIGATIONS. Ochsner will provide the following to School, which shall be collectively referred to as the “Services”:

- 1.1. Provide Professional Personnel to evaluate, treat and assist with the prevention of injuries through basic first aid, protective taping and padding, and any other method as may be deemed necessary in the sole discretion of the Professional Personnel, those individuals designated by School (the “Athletes”) at certain sporting events as requested by School and as further set forth in **Exhibit A, “Sporting Events,”** attached hereto and made a part hereof (collectively, the “Sporting Events” and individually, a “Sporting Event”). Each Professional Personnel will keep accurate and up-to-date records regarding injuries and correspondence with the appropriate physicians. In the event Ochsner is able to send a certified athletic trainer and a physical therapist to a Sporting Event, the physical therapist will only be assisting the certified athletic trainer in providing Services and will not provide any physical therapy services.
- 1.2. Assign a certified athletic trainer to each Sporting Event as outlined in Exhibit A. If School requires additional Athletic Training Services at an event outside the scope of Exhibit A, School must provide Ochsner with a written request for additional Athletic Training Services prior to the start of the event which contains

details for the additional event. School and Ochsner acknowledge and agree that Ochsner may deny such request if there are no certified athletic trainers available to provide the Athletic Training Services. In the event of such denial, School has the option to contract certified athletic training services from a vendor other than Ochsner for said event, which shall not violate Section 6. Exclusivity of this Agreement.

- 1.3. Use reasonable efforts to develop a manual for training room procedures, injury reporting, medical records and physician referrals.
- 1.4. When requested by School, recommend supplies for School to keep at its facility.
- 1.5. Provide School and its Athletes with access to certain ImPACT neurocognitive testing software (“Software”) and post-concussion management resources that assist in the treatment of concussions and subsequent concussion recovery (“Program”). Both parties agree to provide or use the Software in compliance with the following terms and conditions:
 - 1.5.1 Athletes will participate in the Program unless Professional Personnel are provided with a waiver in the form of **Exhibit B, “Waiver,”** attached hereto and made a part hereof, stating that the Athlete does not have permission to participate in the Program.
 - 1.5.2 Any Athlete who sustains a concussion while participating in a Sporting Event shall have, in his or her sole discretion, or the sole discretion of his or her parent or guardian, the choice to seek follow-up medical treatment and concussion management from Ochsner or any other medical provider.
 - 1.5.3 Under no circumstances shall School, Ochsner, or any Professional Personnel, require any Athlete to seek medical treatment from an Ochsner healthcare provider or at an Ochsner facility including, medical treatment or post-concussion management for a concussion sustained while participating in a Sporting Event.

2. SCHOOL’S OBLIGATIONS. The School shall be responsible for the following:

- 2.1. Maintaining sole responsibility for determining the Athletes who are to receive the Athletic Training Services from the Professional Personnel in accordance with this Agreement.
- 2.2. Obtaining all necessary, appropriate and legal consent forms for Athletes to receive the Athletic Training Services.
- 2.3. Informing the Professional Personnel of any Athlete who has not consented to receiving the Program and/or who has waived participation in the Program by

providing Professional Personnel with a signed waiver of participation in the Program, a form of which is attached hereto as **Exhibit B, “Waiver”**.

- 2.4. Providing and making available space, utilities, including but not limited to an available water supply, equipment, supplies, including protective tape, bandages, padding, first aid supplies, and ice, necessary for Professional Personnel to fulfill their duties under this Agreement, including adequate facilities for a training room and adequate access to a training room for all Athletes.
- 2.5. Ensuring that the necessary supplies and equipment are stocked in the training room(s) for day-to-day operations and allowing for Professional Personnel input and discretion when School is ordering equipment and supplies for the Athletes.
- 2.6. Provide adequate office equipment for Professional Personnel, including access to wireless internet capabilities, for record keeping, insurance claims, various reports, referrals, and medical packets, which shall include a computer, printer, and locked file cabinet.
- 2.7. Work with Professional Personnel to promote projects consistent with the Athletic Training Services.
- 2.8. Providing sufficient space at each Sporting Event for Ochsner to display its signage, including, tents, banners and portable triangle field signs, as mutually agreed upon by the School athletic director and Professional Personnel.

3. COMPENSATION.

- 3.1. School shall pay Ochsner according to the Compensation Schedule set forth in **Exhibit C**.
- 3.2. School and Ochsner both acknowledge and agree that the compensation under this Agreement is for performance of Athletic Training Services and shall not be conditioned on the referral of patients. Ochsner and Professional Personnel will be responsible for posting and distributing the flyer found in **Exhibit D**.

4. TERM AND TERMINATION.

- 4.1. The initial term of this Agreement shall be for one (1) year commencing on the 15th day of September, 2022 (the “Initial Term”). After the expiration of the Initial Term (or any Renewal Term as defined herein), this Agreement will automatically renew for additional period of one (1) year (each a “Renewal Term”; the Initial Term together with any Renewal Term may be referred to collectively as the “Term”). Either party may terminate this Agreement with or without cause, at any time, upon ninety (90) days advance written notice to the other party.

- 4.2. Termination of this Agreement shall not release or discharge any party from any obligation or liability which shall have previously accrued and remain to be performed upon the date of termination.
5. **QUALIFICATIONS.** The Professional Personnel shall secure and maintain any and all applicable licenses or certifications required by federal, state or local laws and regulations which are or may become applicable to each Professional Personnel. Each Professional Personnel will act under their own practice acts and state regulations and shall perform the Services in accordance with the prevailing standard of care in the community served by Ochsner. School acknowledges and agrees that each Professional Personnel possess unique qualifications, training, and experience, and that one Professional Personnel replace another Professional Personnel with different certifications.
6. **EXCLUSIVITY.** School agrees that Ochsner will be the sole and exclusive provider of all sports medicine services, including any and all Athletic Training Services as may be contemplated hereunder. School agrees to promote Ochsner as the sports medicine program provider of School by hanging banners at games and events, including Sporting Events. School agrees that this will be an exclusive arrangement with Ochsner as the School's sole sports medicine provider.
7. **INDEPENDENT CONTRACTOR.** It is specifically understood and agreed that the relationship between Ochsner and School is, and shall be considered at all times, one of independent contractor. Nothing herein shall be construed to create a joint venture, partnership, agency, or similar relationship between Ochsner and School, and neither Ochsner nor School shall have the power to act for or bind the other. Neither School nor any employee of School shall be deemed an employee of Ochsner, and neither Ochsner nor any employee of Ochsner shall be deemed an employee of School. Each party shall have the sole responsibility to compensate its own employees, and Ochsner and School hereby each agree to indemnify and hold the other harmless from any and all claims, costs and/or liability suffered or incurred by a party in connection with any claims for compensation by the other party's employees related to the services rendered hereunder. The indemnification obligations set forth herein shall survive expiration or other termination of this Agreement.
8. **COMPLIANCE WITH LAWS.** The parties acknowledge that nothing in this Agreement is conditioned on any requirement of any party to make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. To the extent any of the terms and conditions of this section do not comply with regulations implementing the Omnibus Budget Reconciliation Act of 1993 amendments to 42 U.S.C. 1395 nn (the Stark II Legislation) or the Safe Harbor Regulations, 42 CFR Part 1001, promulgated under the Medicare/Medicaid Anti-Kickback Statute 42 U.S.C. 1320s-7b (b), such terms and conditions shall be void and unenforceable.
9. **INSURANCE.** Ochsner agrees to maintain professional liability insurance covering Professional Personnel providing services pursuant to this Agreement with minimum coverage limits of \$1,000,000 per claim/occurrence and \$3,000,000 in the aggregate, consistent with the qualifications of the Louisiana Medical Malpractice Act (LSA-R.S. 40: 1231.1 et seq.). Such

coverage may be provided under a program of self-insurance. School will provide general liability insurance with minimum coverage limits of \$1,000,000.00 per claim/occurrence and \$3,000,000 in the aggregate and worker's compensation insurance for its employees and other staff employed by School at the appropriate statutory limits.

- 10. OTHER SERVICES, FEES AND BILLING.** All medical, diagnostic, rehabilitation and surgical treatment or services that might be performed by Ochsner that are not covered by or part of this Agreement (the "Medical Services") will be billed and collected by Ochsner from the Athlete or appropriate third-party payors, including, but not limited to, Medicare and Medicaid, and nothing in this Agreement shall be considered as requiring School to be responsible for any such Medical Services, unless otherwise agreed in writing. Ochsner will not charge Athletes for any Athletic Training Services rendered during a Sporting Event.
- 11. INDEMNIFICATION.** Each party (an "Indemnitor") shall defend, indemnify and hold the other party and its officers, directors, members, managers, employees, agents and representatives (collectively, the "Indemnitee") harmless from and against all liability, losses, damages, claims, causes of action, and expenses (including reasonable attorneys' fees and court costs) (individually, a "Claim" and collectively, the "Claims"), whether actual or alleged, that directly or indirectly arise out of, relate to or are connected with the acts, omissions, negligence, fault or other legal liability of the Indemnitor, or its officers, directors, members, managers, employees, agents or representatives, or from the Indemnitor's breach, violation or non-performance of its obligations set forth in this Agreement. In the event of the joint or concurrent negligence or fault of the Indemnitor and Indemnitee, each party's defense and indemnification obligations shall be limited to its allocable share of such negligence, fault, or other legal liability. The obligations set forth herein shall survive the expiration or termination of this Agreement for any reason whatsoever.
- 12. SURVIVAL.** Notwithstanding termination of this Agreement for any reason, rights and obligations, which by the terms of this Agreement are intended to survive termination of the Agreement, shall remain in full force and effect.
- 13. NON-SOLICITATION.** School acknowledges that Ochsner has invested considerable amounts of time and money into training its employees in the systems, procedures, and techniques and that such employees and Professional Personnel have access to valuable proprietary information of Ochsner; therefore, during the Term of this Agreement and for a period of one year after expiration or earlier termination, School agrees it will neither induce nor attempt to induce any Ochsner employee or Professional Personnel to terminate his or her employment or contractual relationship with Ochsner. The restriction set forth in the preceding statement will also apply to any hiring or contracting with any entity with which School is affiliated and which is located within Orleans and/or Jefferson Parishes. The parties hereto acknowledge that the amount of damages sustained by Ochsner, in the event of a breach, would be difficult if not impossible to determine. It is therefore agreed that in the event School breaches this section of this Agreement, School agrees to pay Ochsner as liquidated damages an amount equal to the compensation paid to such employee or Professional Personnel by Ochsner during the last full month such individual was employed by Ochsner, multiplied by

twelve (12). The provisions of this Section shall be deemed continuing and shall survive the termination or expiration of this Agreement.

14. MISCELLANEOUS PROVISIONS.

14.1. All notices, requests, claims, demands and other communications given pursuant to this Agreement shall be in writing and shall be delivered by the parties to the following addresses (or such other address for a party as shall be specified by like notice):

If to Ochsner: Ochsner Clinic Foundation
Office of Sports Medicine
1514 Jefferson Highway
New Orleans, LA 70121
Attn: _____

With a Copy To: Ochsner Clinic Foundation
Office of Legal Affairs
1450 Poydras Street, Suite 2250
New Orleans, LA 70112
Attn: General Counsel

If to School: _____

Attn: _____

With a Copy To: Southern University System
Office of the President
J.S. Clark Administration Building
4th Floor
Baton Rouge, LA 70813
Attn: General Counsel

Unless otherwise provided herein, notices may be given or delivered by: (i) depositing in the United States Mail, postage prepaid and registered or certified with return receipt requested, (ii) by hand-delivery, (iii) by express courier service for next business day delivery, or (iv) by FedEx or telecopy, the receipt of which is confirmed in writing. Notices deposited in the mail in the manner described above shall be effective 72 hours after such deposit, and notices hand-delivered or delivered by FedEx, telecopy or express courier shall be effective upon delivery.

14.2. Each party shall be excused for failures and delays in performance of its respective obligations described in this Agreement due to any cause beyond the control and without the fault of such party, including, without limitation, any act of God, war,

terrorism, riot or insurrection, law or regulation, strike, flood, hurricane, fire, explosion or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities.

- 14.3. The headings to the Sections have been inserted for convenience of reference only and shall not modify or restrict any provisions hereof or be used to construe any such provisions.
- 14.4. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, regardless of the laws that might otherwise govern under applicable conflicts of law rules.
- 14.5. Exclusive venue for all claims, disputes, and suits under this Agreement shall be in East Baton Rouge Parish, Louisiana.
- 14.6. This Agreement may be modified, amended or supplemented only by an instrument in writing signed by both parties.
- 14.7. The parties shall act at all times in good faith with respect to one another in connection with this Agreement and shall perform their respective duties and obligations set forth herein in good faith and in a timely manner.
- 14.8. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.
- 14.9. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- 14.10. This Agreement constitutes the entire agreement of the parties, and supersedes any prior agreements or understandings, both written and oral, among the parties with regard to the subject matter hereof. No provision of this Agreement is intended to confer upon any person other than the parties hereto any rights or remedies.
- 14.11. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law, or otherwise, by either party without the prior written consent of the other party, except that Ochsner retains the right to assign, without the consent of School, its rights, interests and obligations under this Agreement to an affiliate of Ochsner. Any purported assignment which does not comply with the foregoing shall be null and void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

- 14.12. Both parties agree that all records, reports, documents and other material delivered or transmitted to Ochsner by School shall remain the property of School, and shall at School's request, be returned by Ochsner to School, at Ochsner's expense, at termination or expiration of this Agreement. All Ochsner records, reports, documents, data, or material obtained, prepared, collected or produced by Ochsner in connection with the performance of services contracted for herein shall remain the property of Ochsner. Ochsner shall have complete use and sole ownership of any de-identified data generated or collected by Ochsner in providing the services contemplated by this Agreement and may use such de-identified data in its sole discretion provided that any such use will not identify a School student athlete.
- 14.13. If there is a change in any law, regulation or rule, state or federal, which affects this Agreement or the activities of either party under this Agreement or any change in the judicial or administrative interpretation of any such law, regulation or rule and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's business operations or its rights or obligations under this Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of 30 days after the date of the notice seeking renegotiation or the effective date of the change, or if the change is effective immediately, then either party may immediately terminate this Agreement by written notice to the other party.
- 14.14. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts shall together constitute one and the same Agreement.
- 14.15. To the extent that Ochsner may obtain information or records that could be considered a part of a Student's Educational Record, Hospital agrees to collaborate with School to fully comply with the Family Education Rights and Privacy Act, as amended (FERPA). Any protected educational records obtained/retained by Ochsner will not be redistributed to any third-party without consent of the Student.

15. EQUAL OPPORTUNITY. This parties shall abide, to the extent applicable, by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. School agrees to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).

[Signature Page Follows]

The parties have caused this Agreement to be duly executed by an authorized representative as of the date and year first above written.

OCHSNER CLINIC FOUNDATION

SCHOOL

By:

By:

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

SPORTING EVENTS

Ochsner shall provide a certified athletic trainer to perform the Services at the following:

- Men's Basketball Home Games
- Women's Basketball Home Games
- School Hosted Men and Women's Basketball Tournaments

Ochsner may provide Professional Personnel to perform the Services at the following:

- Men's Basketball Away Games
- Women's Basketball Away Games
- Men's and Women's Basketball Practices (if available)

Ochsner may also provide Professional Personnel at those School athletic events where Ochsner has received a prior written request from School asking for Services to be provided at a set location, during a set time on a set day ("Sporting Event"). Ochsner's acceptance of a request does not guarantee that a Professional Personnel will be available to provide Services for the Sporting Event.

Ochsner's ability to provide Services is solely dependent on the availability of the Professional Personnel. Ochsner may not be able to provide Professional Personnel in the event the Sporting Event occurs at a different location, time or date from what was set forth in the initial written request from School.

EXHIBIT B

**CONCUSSION MANAGEMENT
PROGRAM STUDENT WAIVER**

I, _____ (Name of Student), do not desire to participate
in the Concussion Management Program at _____ -
(School Name). I acknowledge that I have seen the attached Concussion Management Program
Fact Sheet and have chosen to decline participation in the Program for the academic year
20____-20____.

Student's Signature

Date

Parent or Legal Guardian's Signature (if student is a minor)

Date

Print Parent or Legal Guardian's Name (if student is a minor)

Please complete all of the information requested below:

Name of Student:

Address:

Home Phone: _____ Age: _____ Grade: _____

Mother's Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Father's Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

CONCUSSION MANAGEMENT PROGRAM FACT SHEET

The Concussion Management Program is created for the protection of the students in participation in athletics, dance, cheerleading, and select clubs such as lacrosse and equestrian - henceforth for this program collectively known as "student athletes" - while performing their activities in which physical contact is a component of the sport. This program will provide strong framework by which safety of practicing and potential for head injury and subsequent concussion may be gauged.

The use of computerized neurocognitive testing to evaluate the concussed athlete with persistent symptoms affecting short-term memory, reaction time, problem solving, etc. has been found to be an extremely helpful tool allowing for more safe, expedient return of the student athlete to sports, decreasing the risk of prolonged concussion-related symptoms and development of post-concussion syndrome. As a proactive measure, the program began in 2010-2011 in Northshore schools and 2011- 2012 in Jefferson Parish. All student athletes are strongly encouraged to participate in the Concussion Management Program. It is in conjunction with Ochsner Pediatric & Adolescent Concussion Management Program which utilizes the ImPACT neurocognitive test (www.impacttest.com). All the test results will be confidential and can only be reviewed by the assigned certified athletic trainer or a physician.

Enrollment in the program *does not* require a student athlete to seek medical treatment from an Ochsner healthcare provider or at an Ochsner facility for an injury sustained while participating in a school sponsored athletic event. A student athlete may seek medical treatment from his/her traditional healthcare provider or as insurance requires for any injury sustained while participating in a school sponsored athletic event including a concussion.

ImPACT Neurocognitive Testing

At the forefront of proper concussion management is the implementation of baseline and/or post- injury neurocognitive testing. Such evaluation aims to objectively evaluate the concussed student athlete's post-injury cognitive status and help with tracking recovery for safe return to play, thus preventing the cumulative effects of concussion. ImPACT is a user friendly computer based testing program specifically designed for the management of sports-related concussion. ImPACT is currently the most widely utilized computerized program in the world and is implemented effectively across high school, collegiate and professional levels of sport participation. Features of the ImPACT include:

- Measures players symptoms
- Computer administered, web-based
- Assist physicians and certified athletic trainers in making difficult return to play decisions
- Provides reliable baseline test information
- Produces comprehensive report of test results
- Automatically stores data from repeat testing
- Measure attention, memory, processing speed and reaction time
- Reaction time measured to 1/100th of a second

EXHIBIT C

Compensation Schedule

School and Ochsner agree that the approximate value of twelve (12) months of Services shall be \$5,000.00. Ochsner and School acknowledge and agree that School will provide Ochsner with certain advertising/promotional considerations and resources connected to the provision of the Athletic Trainer Services that shall have an approximate twelve (12) month value of \$5,000.00, that will include, but not be limited to, the following:

- Ochsner will receive 1 banner no less than 4' x 8' in size to be displayed in the gym at all home games and practices
- Ochsner will receive 1 banner no less than 3' by 5' in size to be displayed in athletic training room
- Ochsner will receive 1 banner no less than 3' by 5' in size to be displayed in weight room (if applicable)
- Ochsner Sports Medicine logo to be included in all game day programs as official sports medicine provider of SUNO athletics
- Ochsner Sports Medicine to be listed on SUNO athletics website as official sports medicine provider
- Ochsner Sports Medicine will be included as a sponsor of any SUNO Athletics fundraising activities with logo representation in any marketing materials or advertisements including but not limited to
 - Golf Tournaments
 - Cookoff events
 - Fun Run/5ks

Ochsner and School agree that, in the event the value of Athletic Trainer Services for any twelve (12) month period exceeds \$5,000.00, then School will provide Ochsner with additional advertising/promotional considerations and resources to ensure the value of the Athletic Training Services are compensated accordingly.

EXHIBIT D

Freedom of Choice Flyer

Ochsner Health System Patient Freedom of Choice

Selecting a health care provider can be one of the most important decisions that you make. Learning as much as you can about your health care provider options is the best way to determine which provider is best for you (or your minor child). These relationships are key to successful health care outcomes.

At any time, you, as the patient or on behalf of your minor child, have the right to freedom of choice in your selection of facility, provider, or health care service mode of delivery.

Important questions you should ask:

- 1. Does this provider offer the right services to meet my needs?**
- 2. How long has this provider been providing services?**
- 3. Is the provider licensed by the state, and as applicable, appropriately certified (e.g., Medicaid)?**
- 4. What range of services does the provider offer?**
- 5. Can the provider oversee the full spectrum of care I need?**

It has been explained to me by the onsite staff from Ochsner Health System ("Ochsner"), and I understand that:

- A. I may select the provider of my choice, whether or not he/she is a provider affiliated with Ochsner.
- B. If I elect to be treated by a provider other than an Ochsner provider, Ochsner will at my request provide me with my medical records.

For Louisiana Medicaid program beneficiaries, this freedom of choice is required in accordance with 42 U.S.C. § 1396a(a)(23) and 42 C.F.R. § 431.51.

EXHIBIT A

SPORTING EVENTS

Ochsner may provide Professional Personnel to perform the Services at the following:

- Men's Basketball Home and Away Games
- Women's Basketball Home and Away Games
- Men's and Women's Basketball Practices (if available)

Ochsner may also provide Professional Personnel at those School athletic events where Ochsner has received a prior written request from School asking for Services to be provided at a set location, during a set time on a set day ("Sporting Event"). Ochsner's acceptance of a request does not guarantee that a Professional Personnel will be available to provide Services for the Sporting Event.

Ochsner's ability to provide Services is solely dependent on the availability of the Professional Personnel. Ochsner may not be able to provide Professional Personnel in the event the Sporting Event occurs at a different location, time or date from what was set forth in the initial written request from School.

EXHIBIT B

**CONCUSSION MANAGEMENT
PROGRAM STUDENT WAIVER**

I, _____ (Name of Student), do not desire to participate
in the Concussion Management Program at _____ -
(School Name). I acknowledge that I have seen the attached Concussion Management Program
Fact Sheet and have chosen to decline participation in the Program for the academic year
20__-20__.

Student's Signature

Date

Parent or Legal Guardian's Signature (if student is a minor)

Date

Print Parent or Legal Guardian's Name (if student is a minor)

Please complete all of the information requested below:

Name of Student:

Address:

Home Phone: _____ Age: _____ Grade: _____

Mother's Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Father's Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

CONCUSSION MANAGEMENT PROGRAM FACT SHEET

The Concussion Management Program is created for the protection of the students in participation in athletics, dance, cheerleading, and select clubs such as lacrosse and equestrian - henceforth for this program collectively known as "student athletes" - while performing their activities in which physical contact is a component of the sport. This program will provide strong framework by which safety of practicing and potential for head injury and subsequent concussion may be gauged.

The use of computerized neurocognitive testing to evaluate the concussed athlete with persistent symptoms affecting short-term memory, reaction time, problem solving, etc. has been found to be an extremely helpful tool allowing for more safe, expedient return of the student athlete to sports, decreasing the risk of prolonged concussion-related symptoms and development of post-concussion syndrome. As a proactive measure, the program began in 2010-2011 in Northshore schools and 2011- 2012 in Jefferson Parish. All student athletes are strongly encouraged to participate in the Concussion Management Program. It is in conjunction with Ochsner Pediatric & Adolescent Concussion Management Program which utilizes the ImPACT neurocognitive test (www.impacttest.com). All the test results will be confidential and can only be reviewed by the assigned athletic trainer or a physician.

Enrollment in the program *does not* require a student athlete to seek medical treatment from an Ochsner healthcare provider or at an Ochsner facility for an injury sustained while participating in a school sponsored athletic event. A student athlete may seek medical treatment from his/her traditional healthcare provider or as insurance requires for any injury sustained while participating in a school sponsored athletic event including a concussion.

ImPACT Neurocognitive Testing

At the forefront of proper concussion management is the implementation of baseline and/or post- injury neurocognitive testing. Such evaluation aims to objectively evaluate the concussed student athlete's post-injury cognitive status and help with tracking recovery for safe return to play, thus preventing the cumulative effects of concussion. ImPACT is a user friendly computer based testing program specifically designed for the management of sports-related concussion. ImPACT is currently the most widely utilized computerized program in the world and is implemented effectively across high school, collegiate and professional levels of sport participation. Features of the ImPACT include:

- Measures players symptoms
- Computer administered, web-based
- Assist physicians and athletic trainers in making difficult return to play decisions
- Provides reliable baseline test information
- Produces comprehensive report of test results
- Automatically stores data from repeat testing
- Measure attention, memory, processing speed and reaction time
- Reaction time measured to 1/100th of a second

EXHIBIT C

Compensation Schedule

School and Ochsner agree that the approximate value of twelve (12) months of Services shall be \$5,000.00. Ochsner and School acknowledge and agree that School will provide Ochsner with certain advertising/promotional considerations and resources connected to the provision of the Athletic Trainer Services that shall have an approximate twelve (12) month value of \$5,000.00, that will include, but not be limited to, the following:

- Ochsner will receive 1 banner no less than 4' x 8' in size to be displayed in the gym at all home games and practices
- Ochsner will receive 1 banner no less than 3' by 5' in size to be displayed in athletic training room
- Ochsner will receive 1 banner no less than 3' by 5' in size to be displayed in weight room (if applicable)
- Ochsner Sports Medicine logo to be included in all game day programs as official sports medicine provider of SUNO athletics
- Ochsner Sports Medicine to be listed on SUNO athletics website as official sports medicine provider
- Ochsner Sports Medicine will be included as a sponsor of any SUNO Athletics fundraising activities with logo representation in any marketing materials or advertisements including but not limited to
 - Golf Tournaments
 - Cookoff events
 - Fun Run/5ks

Ochsner and School agree that, in the event the value of Athletic Trainer Services for any twelve (12) month period exceeds \$5,000.00, then School will provide Ochsner with additional advertising/promotional considerations and resources to ensure the value of the Athletic Training Services are compensated accordingly.

EXHIBIT D

Freedom of Choice Flyer

Ochsner Health System Patient Freedom of Choice

Selecting a health care provider can be one of the most important decisions that you make. Learning as much as you can about your health care provider options is the best way to determine which provider is best for you (or your minor child). These relationships are key to successful health care outcomes.

At any time, you, as the patient or on behalf of your minor child, have the right to freedom of choice in your selection of facility, provider, or health care service mode of delivery.

Important questions you should ask:

- 1. Does this provider offer the right services to meet my needs?**
- 2. How long has this provider been providing services?**
- 3. Is the provider licensed by the state, and as applicable, appropriately certified (e.g., Medicaid)?**
- 4. What range of services does the provider offer?**
- 5. Can the provider oversee the full spectrum of care I need?**

It has been explained to me by the onsite staff from Ochsner Health System ("Ochsner"), and I understand that:

- A. I may select the provider of my choice, whether or not he/she is a provider affiliated with Ochsner.
- B. If I elect to be treated by a provider other than an Ochsner provider, Ochsner will at my request provide me with my medical records.

For Louisiana Medicaid program beneficiaries, this freedom of choice is required in accordance with 42 U.S.C. § 1396a(a)(23) and 42 C.F.R. § 431.51.



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

October 6, 2022

President Dennis J. Shields,
Southern University System
4th Floor, J.S. Clark Administration Building
Baton Rouge, Louisiana 70813

RE: Request for Removal of Campus Ban of 1972 Southern University Student Protest


Dear President Shields,

Approximately 50 years ago, on November 16, 1972, Denver Smith and Leonard Brown were killed by local law enforcement officers during student protests about inadequate resources provided to Southern University. Southern University and A & M College has over the past 50 years commemorated the tragic murders of Denver Smith and Leonard Brown by renaming the Student Union as the Smith Brown Memorial Student Union, installing a permanent marker on campus, and hosting many events, panels, and presentations to teach this history.

Following the protest, some students who participated were banned from the campus. The Louis A Berry Institute for Civil Rights & Justice hereby requests that as an act of restorative justice that the Southern University Board of Supervisors on behalf of the greater Southern University and A & M community remove the ban of the 1972 protesters by letter or decree at its October 21, 2022, board meeting.

If you have any questions, please feel free to contact me. A memorandum from the Louis A. Berry Civil Rights and Justice Institute is attached.

Yours Sincerely,



John K. Pierre, Chancellor
and Vanue B. LaCour
Endowed Law Professor

SOUTHERN UNIVERSITY

L A W C E N T E R

Louis A. Berry Institute for Civil Rights & Justice

MEMORANDUM

TO: Southern University Board of Supervisors

FROM: Ada Goodly Lampkin, Director

DATE: October 6, 2022

RE: Request For Removal of Campus Ban of 1972 Southern University Student Protesters

Please allow this memorandum to serve as official request for consideration and the removal of any ban, formal or informal, of any and all students who participated in the 1972 protests for equal conditions on the campus of Southern University.

On November 16, 1972, Denver Smith and Leonard Brown were killed by local law enforcement during the course of student protests about inadequate services and decisions of the all-white state Board of Education. After weeks of protest that culminated at the administration building, State Police and sheriff's deputies were summoned and, in violation of orders, one officer discharged his weapon striking two students, killing them both.

Our Baton Rouge campus has commemorated the tragic murders of Denver Smith and Leonard Brown by renaming the student union, installing a permanent marker on campus, and hosting many events, panels, and presentations to teach this history for 50 years. Most recently we memorialized Denver Smith and Leonard Brown at the 11th Annual National Civil Rights Conference host by Southern University Law Center in June. This history is centered to remind us, our students, and our community of Southern University's contribution to movement, civic engagement and justice. However the students who dared to demand equality in education have been largely left out of the remembrances leaving room and opportunity to remedy this oversight and engage in reconciliation. Their movement and dedication to the advancement of Southern University is an under celebrated charge, over-shadowed by tragedy, and largely left out of our commemorations and remembrances.

Moreover, following the protests, certain student who participated, were banned from the Baton Rouge campus of Southern University. While records indicating a ban have been impossible to locate, the sentiment has stood for 50 years, unchallenged. For that reason, Southern University Law Center's Louis A. Berry Institute for Civil Rights & Justice is requesting an official removal of the ban remembered by the many who fought for better conditions for Southern University, but could not complete their education at Southern University.

Because of our call, we are invested in truth, restorative justice and reconciliation for acts of racial violence and social injustice. We continue to seek truth through our case investigations under the Emmett Till Unresolved Civil Rights Crime Act; however, when we have the opportunity to provide remedies for historical acts that have challenged our own edicts, we proudly stand in the gap to connect opportunity with possibility.

Therefore, we humbly submit to the Southern University Board of Supervisors this petition on the behalf of the Southern University Alumni Federation and greater the Southern University community to remove the ban of the 1972 protesters by letter or decree. This November, in the year of 2022, as we plan to remember the lives lost, the battles fought, and the strides made since that horrific day, we ask that you stand for social, civil, and educational progress, with this resounding gesture that Southern University honors the spirit, resilience and endurance of our most fierce advocates and they are officially welcomed home.

MEMORANDUM OF UNDERSTANDING

Between

Southern University Student Health Center

8770 Elton C. Harrison Drive
Baton Rouge, Louisiana 70813

And

BRBAC's Metro Health

950 East Washington Street
Baton Rouge, Louisiana 70802

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the partnership of **Southern University Student Health Center** and **BRBAC's Metro Health (Metro Health)** to provide at-home HIV self-testing kits as set forth further below.

Roles and Responsibilities:

Metro Health shall:

- Provide at-home HIV self-testing kits (30 kits to start implementation);
- Provide distribution logs for data collection concerning HIV self-testing kits distributed to clients

Southern University Student Health Center shall:

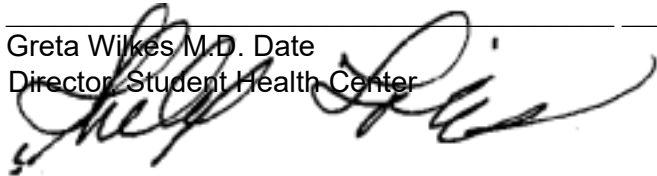
- During various health examinations, distribute HIV self-testing kits to clients who will benefit from the program;
- Provide completed distribution logs to program coordinator by the 30th of each month

Terms:

This MOU shall commence on September 1, 2022, and end on June 30, 2023. Upon ten (10) days written notice, either party may terminate this MOU.

THIS MEMORANDUM OF UNDERSTANDING between Southern University Student Health Center and Metro Health is executed as of the dates set forth below, each of which shall be deemed an original, to be effective as of the date designated above, September 1, 2022.

Greta Wilkes M.D. Date
Director, Student Health Center



10/4/2022

Shirley A. Lolis, CEO Date:
Metro Health



October 19, 2022

18100 Von Karman Avenue
10th Floor
Irvine, CA 92612

(949) 756-0271

President Dennis J. Shields
Southern University System
801 Harding Boulevard
Baton Rouge, Louisiana 70807

Re: Alliant Insurance Foundation Grant Award to Southern University for the Creation of a Degree Program at Southern's College of Business for Risk Management and Insurance

Dear President Shields,

Congratulations! On behalf of Alliant Insurance Foundation, I wish to inform you that Southern University System has been selected to receive a grant of \$1,330,000 over a three (3) year period for the creation and accreditation of the Alliant Insurance Foundation Degree Program of Risk Management and Insurance at Southern University. The degree program will focus on Risk Management and Insurance.

This agreement is between Southern University System and the Alliant Insurance Foundation. This grant award is subject to the following conditions:

1. Southern University System through Southern University and A&M College (Southern University) agrees to partner with the Alliant Insurance Foundation to create an AACSB accredited degree program for Risk Management and Insurance.
2. Alliant Insurance Foundation will receive founder naming rights as the **Alliant Insurance Foundation Degree Program of Risk Management and Insurance** at Southern University for the duration of the Alliant Insurance Foundation's financial commitment and support.
3. Alliant Insurance Foundation will contract with the Spencer Educational Foundation to provide technical support and guidance of all aspects of the creation and management of the program formation and course accreditation.
4. Alliant Insurance Foundation will provide financial resources and technical support with a budget set forth in Exhibit A: Spencer Educational Foundation Budget .
5. Southern University agrees to work with the Spencer Educational Foundation for the duration of the agreement.
6. Southern University agrees that the full grant amount must be used solely for the program as outlined by the Alliant Insurance Foundation and the Spencer Educational Foundation.
7. Alliant Insurance Foundation will not allow percentages of the grant to be deducted to cover administrative overhead charges.
8. Funds will be disbursed directly by Alliant Insurance Foundation to Southern University as directed by Spencer Educational Foundation and upon receipt of



- necessary completion reports for each phase of the Alliant Insurance Foundation Degree Program of Risk Management and Insurance at Southern University.
9. Southern University will be provided a budget from Spencer Educational Foundation outlining the best practices and expenditures of the Alliant Insurance Foundation grant. The budget is included herein at Addendum A.
 10. Southern University must submit Progress Reports as requested by both Alliant Insurance Foundation and Spencer Educational Foundation. Reports are due no later than the last business day of the request month. If the request date is within five (5) business days of the month's end, then the report is due no later than the fifteenth (15th) of the following month. At minimum, a ninety (90) day Progress Report and a Final Report following the culmination of the first semester the course was offered is to be provided.
 11. Funding mechanism and timeline
 - Nov 2022: Alliant Insurance Foundation to award \$50,000 to Southern University to compensate faculty for the additional work required to put the process in motion
 - Nov 2022-Feb 2023: Spencer Educational Foundation's University Partnerships Director to meet monthly via Zoom with Southern University's faculty lead to create a roadmap for the creation of the Alliant Insurance Foundation's Risk Management and Insurance Program at Southern University with a focus on any accreditation requirements and RMI curriculum/program best practices.
 - Spring 2023: Alliant Insurance Foundation to provide funding to Southern University for student marketing events and to generate interest in the program on campus. (up to \$25,000)
 - Spring 2023-Summer 2024: Alliant Insurance Foundation to provide Course Development Grants for Southern University to work with Spencer Educational Foundation in revising existing RMI curriculum and developing additional needed courses for RMI major. (up to \$25,000)
 - Fall 2023-Fall 2024: Begin/continue implementation of new program and award additional funding as needed for payment of added faculty (\$100,000), scholarships (\$115,000), bringing professionals onto campus (\$5,000), travel to conferences (\$50,000) and other initiatives (up to \$40,000).

Progress Report – 90 Days

1. Course Development Summary – Must detail the course(s) development process.
 - a. What has been accomplished thus far?
 - b. Who has been involved in developing the course(s)?
2. Implementation – Please detail the course implementation process.
 - a. Have your course(s) received the necessary approvals to be offered/implemented?
 - b. Through what department is this course being offered?
 - c. To what Major or Minor concentrations will this course be available?
3. Challenges - Identify any challenges, issues or problems you faced during this period related to the grant.



4. Changes/Opportunities for Growth – Please address any changes that have been and/or will be made to your process that represents a variation from your Course Development Proposal (e.g. changes in promotional strategy, timeline, budget, faculty changes, etc.)
5. Timeline - Please provide a basic timeline outlining the development and implementation of your course. This timeline should include both completed accomplishments and future plans.
6. Impact – What is the anticipated impact of the Course(s)? How many students do you anticipate enrolling in the course?
7. Budget - Please provide:
 - a. An up-to-date, detailed budget expenditure outlining the use of grant funds during this reporting period.
 - b. An updated budget outlining the projected use of grant funds for the remainder of the project duration.
8. Promotion/Marketing- How has the course been promoted and marketed thus far?
 - a. Please attach any relevant promotional materials.
9. Additional Information: Please provide any additional relevant information as it relates to the progress of the Course Development grant.

Final Report – After First Semester of Implementation and Upon Request During Subsequent Years

1. Course Development Summary - Please detail the course(s) development process.
 - a. What course(s) were developed?
 - b. Who was involved in developing the courses(s)?
 - c. What textbook/materials are being used? Please attach a course syllabus (or syllabi), and any other applicable materials.
2. Implementation – Please detail the course implementation process.
 - a. Has your course received the necessary approvals to be offered/implemented?
 - b. Through what department is this course being offered?
 - c. To what majors is/will this course be available?
3. Future Plans and Course Sustainability –
 - a. What are your intentions and plans for course continuity, and/ or further development of Risk Management and Insurance offerings and programming at Southern University?
 - b. How do you intend to accomplish those goals?
4. Timeline - Please provide a timeline outlining the development and implementation of your course. (This timeline should include both completed accomplishments and future plans).
5. Impact – What has been/will be the impact of this Course Development?
 - a. How many students have enrolled in the course?
 - b. How many students do you anticipate enrolling in the course in the future?
6. Budget - Please provide a detailed budget outlining the use of grant funds over the entire remainder of the grant period.



7. Evaluation – Please provide a thoughtful and honest evaluation of your program’s success, and how it met your goals/objectives:
 - a. Challenges and Lessons Learned - Identify any challenges faced
 - b. Feedback – Please provide a summary of feedback from beneficiaries (students, faculty, and/or other stakeholders). E.g.: quotes, emails, or surveys. If applicable, please attach any relevant feedback material.
8. Promotion/Marketing - How was the course promoted and marketed throughout the duration of the grant period? Please attach any relevant promotional materials.
9. Additional Information: Please provide any additional relevant information as it relates to the outcomes of this grant.
10. Upon completion of the course development and prior to its implementation, Southern University agrees to share the relevant syllabus (or syllabi) with Alliant Insurance Foundation and the Spencer Educational Foundation Course Development Committee for review and feedback. Southern University agrees to take any feedback provided into strong consideration and be open to adjustments to the syllabus (or syllabi) as is feasible.
11. Any press releases or promotions that makes mention of Alliant Insurance Foundation, the Alliant Insurance Foundation Degree Program of Risk Management and Insurance at Southern University or Spencer Educational Foundation must be sent to the Alliant Insurance Foundation and Spencer Educational Foundation for review and approval.
12. Alliant Insurance Foundation will be promoted as a sponsor/supporter of industry networking events, local industry activities and events and conference opportunities awarded under this grant. The promotion shall include the posting of the Alliant Insurance Foundation logo on any promotional websites, correspondence or materials as applicable.
 - a. With the permission of each student, Southern University will provide Alliant Insurance Foundation and Spencer Educational Foundation with a list of student recipients and their email addresses.
13. Southern University agrees to provide Alliant Insurance Foundation naming rights upon the completion of the degree program approval by the Louisiana Board of Regents.
14. Southern University agrees to utilize funding in accordance to agreed terms set within this document and any future agreements as it pertains to the Alliant Insurance Foundation Degree Program of Risk Management and Insurance at Southern University.
15. Southern University agrees to appoint a professor with risk management and insurance experience (ideally industry experience included) to spearhead the strategic planning and act as the point-person to work with Spencer Educational Foundation to revise and update the curriculum.
16. Southern University agrees to work with Alliant Insurance Foundation to implement experiential learning opportunities and create connectivity with students.



Sincerely,

Lilian Vanvieldt
Chair of the Board
Alliant Insurance Foundation

Peter Carpenter
Secretary of the Board
Alliant Insurance Foundation

If the above terms accurately reflect your understanding of the grant award, please sign and date this agreement where indicated below and send an executed copy to my attention at lvandieldt@alliant.com with the inclusion of Jaemi Moore at Jaemi.moore@alliant.com.

Dennis J. Shields
President
Southern University System

Signature

Date

Enclosures
Exhibit A: Spencer Educational Foundation Budget



Exhibit A: Spencer Educational Foundation Budget

Line Item	Description	YEAR 1	YEAR 2	Ongoing YoY
<i>Program Director Annual Salary</i>	<i>Role encompasses Strategic Planning responsibilities, applying for major approval, etc.</i>	<i>\$ 100,000.00</i>	<i>\$ 100,000.00</i>	<i>\$ 100,000.00</i>
<i>Full-Time Assistant Faculty Salary</i>	<i>~</i>	<i>\$ 75,000.00</i>	<i>\$ 75,000.00</i>	<i>\$ 75,000.00</i>
<i>Course Development</i>	<i>Stipends for faculty to develop additional courses (4+), refresh/evaluate existing 4 course offerings to develop full cohesive curriculum, & incorporate professional designations into the curriculum</i>	<i>\$ 25,000.00</i>	<i>\$ 25,000.00</i>	<i>\$ -</i>
<i>On-Campus Industry-Student Networking Events</i>	<i>Career Fairs, Speaker Series, Speed Networking events, etc.</i>	<i>\$ 25,000.00</i>	<i>\$ 25,000.00</i>	<i>\$ 20,000.00</i>
<i>Risk Manager on Campus Grant</i>	<i>Spencer RMOC Grant program brings a practicing Risk Manager to campus to present and engage with students</i>	<i>\$ 4,000.00</i>	<i>\$ 4,000.00</i>	<i>\$ -</i>
<i>Local Events/Activities</i>	<i>Local RIMS Chapter meetings, Company Tours, Community Service, etc.</i>	<i>\$ 7,500.00</i>	<i>\$ 7,500.00</i>	<i>\$ 5,000.00</i>
<i>RIMS Conference Student Attendance</i>	<i>10 students + 2 chaperones @ \$1,500</i>	<i>\$ 20,000.00</i>	<i>\$ 20,000.00</i>	<i>\$ 15,000.00</i>
<i>Other Student Conference/Symposia Attendance</i>	<i>Gamma Iota Sigma Annual Conference, PLUS Conference, URMIA, etc.</i>	<i>\$ 15,000.00</i>	<i>\$ 11,000.00</i>	<i>\$ 11,000.00</i>
<i>Marketing Materials</i>	<i>Creation of a Marketing Video, Event Flyers, Posters, Student Giveaways, LinkedIn,</i>	<i>\$ 5,500.00</i>	<i>\$ 5,500.00</i>	<i>\$ 2,000.00</i>



<i>Instagram</i>					
<i>Student Scholarships</i>	<i>12 Scholarships at \$9,500 each</i>	<i>\$</i>	<i>115,000.00</i>	<i>\$</i>	<i>115,000.00</i>
<i>High School Outreach</i>	<i>Funding for High School outreach program, to market Southern University and the RMI profession</i>	<i>\$</i>	<i>-</i>	<i>\$</i>	<i>10,000.00</i>
<i>Library Resources</i>	<i>Books/Subscriptions</i>	<i>\$</i>	<i>3,000.00</i>	<i>\$</i>	<i>-</i>
<i>Gamma Iota Sigma Chapter Establishment</i>	<i>Initial funding required to establish a GIS chapter</i>	<i>\$</i>	<i>5,000.00</i>	<i>\$</i>	<i>-</i>
<i>Student Professional Development Assistance</i>	<i>Interview skills workshops, Resume workshops, interview wardrobe support</i>	<i>\$</i>	<i>-</i>	<i>\$</i>	<i>2,000.00</i>
<i>Program Management Services</i>	<i>Spencer Educational Foundation</i>	<i>\$</i>	<i>100,000.00</i>	<i>\$</i>	<i>100,000.00</i>
	TOTAL	\$	500,000.00	\$	500,000.00
				\$	330,000.00