

# **SOUTHERN<sup>®</sup> UNIVERSITY SYSTEM**

BATON ROUGE • NEW ORLEANS • SHREVEPORT

## **BOARD OF SUPERVISORS MEETING**

Board of Supervisors' Meeting Room  
J. S. Clark Administration Bldg. 2nd Floor  
Baton Rouge, LA.  
March 18, 2022  
9:00 a.m.

# ACADEMIC AFFAIRS COMMITTEE

Friday, March 18, 2022

Southern University System Board Meeting Room

J. S. Clark Administration Building 2<sup>nd</sup> Floor

Baton Rouge, LA 70813

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 Presentation
  - A. Recognition of Southern University Lab School Basketball State Champions
7. Action Item(s)
  - A. Request Approval of Spring Commencement participation for Students who are within Eight Semester Hours of Completion (SULC)  
*This request seeks to allow students who are within eight semester hours of completing their Juris Doctor degree to participate in May 2022 commencement exercises.*
  - B. Request Approval to Name the Department of Business at Southern University at Shreveport as the Roy Griggs School of Business (SUSLA)

C. Request Approval of Faculty Tenure and Promotion – Academic Year 2021-2022  
(SUNO)

**SOUTHERN UNIVERSITY  
RECOMMENDATIONS FOR FACULTY PROMOTION IN RANK**

\*Effective Date: Fall Semester of 20 22 Campus: Southern University at New Orleans

\*Provided all approvals are secured prior to this date.

Name of Faculty Member: Attach Listing of Publications or Other Scholarly Works for Each	Department	Promotion from Present Rank to	Next Rank	Years of Experience at SU as a Full-Time Faculty Member	Number of Years in Present Rank	Is Automatic Tenure Granted if This Promotion is Approved? (indicate Yes or No)	Temporary Track (non-Probationary) Probationary (tenure track) Tenured
Dr. Franklin Scott	Social Sciences	Assistant Professor	Associate Professor	5	5	Yes	
Dr. Raymond Delaney	Social Sciences	Assistant Professor	Associate Professor	5	5	Yes	
Dr. Yun Doo Lee	Business Administration	Assistant Professor	Associate Professor	6	4	Yes	
Dr. Haitham Eid	Museum Studies	Associate Professor	Professor	7	4		Tenured

8. Other Business

9. Adjournment

**MEMBERS**

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



## 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

March 4, 2022

Dr. Ray Belton  
President/Chancellor  
Southern University System and Baton Rouge Campus  
J. S. Clark Administration Building  
4<sup>th</sup> Floor  
Baton Rouge, LA 70813


RE: Request to an exception to policy to participate in commencement exercises in May 2022 for students who are within eight semester hours of completing their studies to earn a Juris Doctor degree

Dear Dr. Belton:

It has come to my attention that because of system policies related to participation in commencement exercises, that some law students who would only need eight hours or less to graduate in May 2022 would not be able to participate in May 2022 commencement exercises. Because the Law Center does not conduct a summer commencement ceremony, I am requesting an exception for those students who would require eight hours or less to graduate in May 2022. Allowing this exception would alleviate a hardship on those students and their families. Otherwise, these students would have to wait until January 2023, to participate.

If you have any questions, please feel free to contact me. I respectfully request that the Southern University System Board of Supervisors consider this exception at its March 18, 2022, meeting.

Sincerely,



John K. Pierre  
Chancellor and Vanue B. Lacour Endowed Law Professor





Vladimir A. Appeaning, Ph.D.  
Interim Chancellor



Office Of The Chancellor

March 4, 2022

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

**RE: Approval to name the Department of Business Studies at Southern University at Shreveport as the Roy Griggs School of Business**

Dr. Belton:

This communication is to request approval to name the **Department of Business Studies at Southern University at Shreveport as the Roy Griggs School of Business**. Per the attached memorandum from the faculty members of the Department of Business Studies and Dr. Barry Hester, Interim Vice Chancellor of Academic Affairs and Dean of the Division of Business, Science, Technology, Engineering & Math (B-stem) a joint conclusion was agreed upon by all parties to move forward with this request.

I am therefore submitting this request for approval at upcoming SUS Board of Supervisors meeting.

Thank you in advance for your kind consideration.

Respectfully submitted,

Dr. Vladimir A. Appeaning, Ph. D.  
Interim Chancellor

VAA/lw

Attachment

3050 MARTIN LUTHER KING, JR. DRIVE, \* SHREVEPORT, LOUISIANA 71107

PHONE: (318) 670-9312 \* FAX (318) 670-6374

TOLL FREE: 1-800-458-1472, EXT 6312

[WWW.SUSLA.EDU](http://WWW.SUSLA.EDU)



Barry Hester Ph.D.  
Interim Vice Chancellor



Academic Affairs and Workforce Development

TO: Dr. Vladimir A. Appeaning, Interim Chancellor, Southern University at Shreveport

FROM: Dr. Barry Hester, Interim Vice Chancellor for Academic Affairs and Workforce Development and Dean of the Division of Business, Science, Technology, Engineering and Mathematics (BSTEM) *BH*

DATE: February 8, 2022

SUBJECT: Request Approval to Name the Department of Business Studies at Southern University at Shreveport as the Roy Griggs School of Business

I am pleased to inform you that the faculty, the Department Head of Business Studies and I, the Dean of Business, Science, Technology, Engineering and Mathematics (BSTEM) and Interim Vice Chancellor for Academic Affairs and Workforce Development, agree to the naming of the Department of Business Studies as the Roy Griggs School of Business.

I respectfully seek your approval of our request and that of the Southern University System Board of Supervisors.

Thank you for your consideration of our request.

Approved:

Handwritten signature of Vladimir A. Appeaning in blue ink.

Dr. Vladimir A. Appeaning  
Interim Chancellor

Handwritten date "03/04/22" in blue ink.

Date

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

Southern University at Shreveport does not discriminate on the basis of race, color, national origin, gender, age, disability or any other protected class. Title IX Coordinator: Dr. Tuesday W. Mahoney, Fine Arts Building, Room C14, (318) 670-9201. Section 504 Coordinator: Dr. Anjelica Hart, NCR Building, Room 125, (318) 670-9367.





**B.S.T.E.M. DIVISION**  
**(Business, Science, Technology, Engineering, and Math)**

TO: Dr. Vladimir A. Appeaning, Interim Chancellor  
Southern University at Shreveport

FROM: Dr. Barry Hester, Interim Vice Chancellor of Academic Affairs and Dean of the  
Division of Business, Science, Technology, Engineering & Math (B-STEM) *BH*

DATE: February 8, 2022

SUBJECT: Request to Name the Department of Business Studies as the Roy Griggs School of  
Business

We, the faculty members of the Department of Business Studies and Interim Vice Chancellor of Academic Affairs and Dean of the Division of Business, Science, Technology, Engineering & Math (B-STEM) approve of naming the Roy Griggs School of Business at Southern University at Shreveport, LA (SUSLA). Having reviewed the Plan, we stand in agreement for naming the Department of Business Studies as requested.

As a successful businessman employing over 800 citizens throughout his 17 restaurants in Shreveport/Bossier and East Texas, Mr. Griggs is the largest African American franchisee and owner/operator of McDonald's restaurants in SUSLA's service area. We feel this naming opportunity will help accomplish the following goals and outcomes for students in the Program:

- increase access to education through business scholarships resulting in increased equity for citizens
- close the digital divide with access to world-class software and technology
- retain talented faculty through Endowed Professorships
- produce graduates to better compete in today's global workforce

Thank you for considering this recommendation.

Approved by:

Mr. Aylwin Holmon, Associate Professor of Accounting

Dr. Regina Webb, Associate Professor and Chair of Business Studies

Dr. Barry Hester, Interim Vice Chancellor of Academic Affairs and  
Workforce Development and Dean of Business, Science, Technology,  
Engineering and Mathematics



## 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

March 3, 2022

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

Dear Dr. Belton:

Please find attached the recommendations of Southern University at New Orleans regarding the 2021 - 2022 Tenure and Promotion exercises for appropriate action. Retention applications were successfully addressed at campus level.

Thank you.

With kind regards,

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

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

APPROVED: \_\_\_\_\_

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

***"An Equal Educational Opportunity Institution"***

**SOUTHERN UNIVERSITY  
RECOMMENDATIONS FOR FACULTY PROMOTION IN RANK**

**\*Effective Date:** Fall Semester of 20 22      **Campus:** Southern University at New Orleans

**\*Provided all approvals are secured prior to this date.**

Name of Faculty Member: Attach Listing of Publications or Other Scholarly Works for Each	Department	Promotion from Present Rank to _	Next Rank	Years of Experience at SU as a Full-Time Faculty Member	Number of Years in Present Rank	Is Automatic Tenure Granted if This Promotion is Approved? (indicate Yes or No)	Temporary Track (non-Probationary)  Probationary (tenure track)  Tenured
Dr. Franklin Scott	Social Sciences	Assistant Professor	Associate Professor	5	5	Yes	
Dr. Raymond Delaney	Social Sciences	Assistant Professor	Associate Professor	5	5	Yes	
Dr. Yun Doo Lee	Business Administration	Assistant Professor	Associate Professor	6	4	Yes	
Dr. Haitham Eid	Museum Studies	Associate Professor	Professor	7	4		Tenured

SIGNATURES OF APPROVAL: Gregory D. Ford      03/03/22  
 Vice Chancellor for Academic Affairs      Date      President/Chancellor of the System      Date

James H. Ammons      03/03/22  
 Executive Vice President/Chancellor      Date      Chairman of the Board of Supervisors      Date  
 On Behalf of the Board



# FACILITIES AND PROPERTY COMMITTEE

(Following Academic Affairs Committee)

Friday, March 18, 2022

Southern University System Board Meeting Room

J. S. Clark Administration Building 2<sup>nd</sup> Floor

Baton Rouge, LA 70813

## AGENDA

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Informational Item

### A. Facilities Planning Project Updates (SUS)

#### Summary

##### **Ravine:**

##### **Accomplishments**

##### **Catch Basins**

*One catch basin has been set on health services side*

##### **Embankment Material placement**

*Embankment material placed on health services side*

##### **HDPE**

*Pipe placed on site 1*

##### **Form work**

*Concrete collars and form work ready to be poured*

##### **2 Week Look Ahead**

##### **Embankment**

*Backfill health services ravine and continue 12in lift compaction tests and Type B fill around pipes*

##### **Rip Rap Placement**

*Rip rap is placed on health services side on top of pipe*

##### **Catch Basins**

*Set on health services side Piping attached and buried*

##### **HDPE**

*Attached to all catch basins*

##### **Road/Bridge:**

*75% complete with BA Little*

- *Cross drain head-wall and wing-walls completed.*
- *Additional revetment installed*
- *Soils nail stabilization began*
- *Expected completion May 22'*

**Capital Outlay Project Update:**

**Shreveport**

- *Louis Collier Science Building – Architect Selected- In design*
- *Waterproofing Metro Building – Architect Selected- Investigating leaks*
- *Gymnasium Demolition – August 22’ target date for demolition- direct appointment*
- *Drainage Project – Direct Appointment*
- *Workforce Development Building – eCORTS submission complete to BOR*
- *Construction of Health & Physical Education Facility (Gym) – Capital Outlay Request Submitted*

**SUNO**

- *Architect Selected and contract execution ongoing*

**Baton Rouge**

- *Administration Building Waterproofing Project – In design*
- *Information Center (DOTD) – Construction in progress*
- *Lift Station #2 Replacement and Modification – In Design Development*
- *Reroof of JB Moore and Ronald McNair Bldgs – Contract Execution*

6. Other Business

7. Adjournment

**MEMBERS**

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

**FINANCE COMMITTEE**  
**(Following Facilities and Property Committee)**  
**Friday, March 18, 2022**  
**Southern University System Board Room**  
**J. S. Clark Administration Building 2<sup>nd</sup> Floor**  
**Baton Rouge, LA 70813**

**AGENDA**

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Informational Item
  - A. Interim Financial Reports
6. Other Business
7. Adjournment

**MEMBERS**

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

**Southern University System**  
**General Operating Budget Financial Statement**  
**For Fiscal Year Ending June 30, 2022**  
**As of February 28, 2022**

	<b>FY22 Budget</b>	<b>Actual</b>	<b>Projected</b>	<b>Total FY22</b>	<b>Over/(Under) Budget</b>	<b>% Actual to Budget</b>
<b>Revenues</b>						
General Fund Direct	\$ 51,673,797	\$ 37,411,602	\$ 14,262,195	\$ 51,673,797	\$ -	72.4%
Statutory Dedicated	4,250,997	1,487,844	2,763,153	4,250,997	-	35.0%
Federal	6,154,209	2,789,266	3,364,943	6,154,209	-	45.3%
<b>Self Generated</b>						
Tuition - Fall 2021	35,093,666	35,612,910	150,000	35,762,910	669,244	101.5%
Tuition - Spring 2022	31,941,234	30,762,821	1,626,958	32,389,779	448,545	96.3%
Tuition - Summer	7,121,013	1,980,392	5,154,246	7,134,638	13,625	27.8%
Out-of-State Fees	13,470,378	16,051,082	1,241,464	17,292,546	3,822,168	119.2%
Other	17,336,279	15,952,666	8,050,314	24,002,980	6,666,701	92.0%
Interagency Transfer	3,869,822	2,187,379	1,682,443	3,869,822	-	56.5%
<b>Total Revenues</b>	<b>\$ 170,911,395</b>	<b>\$ 144,235,962</b>	<b>\$ 38,295,715</b>	<b>\$ 182,531,678</b>	<b>\$ 11,620,283</b>	<b>84.4%</b>
<b>Expenditures</b>						
Salaries	\$ 79,584,524	\$ 55,958,121	\$ 26,894,015	\$ 82,852,136	\$ 3,267,612	70.3%
Other Compensation	425,877	68,000	156,500	224,500	(201,377)	16.0%
Related Benefits	34,792,842	23,559,149	11,894,210	35,453,359	660,517	67.7%
<b>Total Personal Services</b>	<b>\$ 114,803,243</b>	<b>\$ 79,585,270</b>	<b>\$ 38,944,725</b>	<b>\$ 118,529,995</b>	<b>\$ 3,726,752</b>	<b>69.3%</b>
Travel	1,168,170	190,925	676,813	867,738	(300,432)	16.3%
Operating Services	15,026,069	10,812,093	7,550,631	18,362,724	3,336,655	72.0%
Supplies	1,901,288	857,453	689,285	1,546,738	(354,550)	45.1%
<b>Total Operating Expenses</b>	<b>\$ 18,095,527</b>	<b>\$ 11,860,471</b>	<b>\$ 8,916,729</b>	<b>\$ 20,777,200</b>	<b>\$ 2,681,673</b>	<b>65.5%</b>
Professional Services	2,964,627	1,218,819	2,662,239	3,881,058	916,431	41.1%
Other Charges	18,288,815	977,596	16,109,080	17,086,676	(1,202,139)	5.3%
Debt Services						
Interagency Transfers	6,762,089	3,055,641	3,706,448	6,762,089	-	45.2%
<b>Total Other Charges</b>	<b>\$ 28,015,531</b>	<b>\$ 5,252,057</b>	<b>\$ 22,477,767</b>	<b>\$ 27,729,824</b>	<b>\$ (285,707)</b>	<b>18.7%</b>
General Acquisitions	241,363	312,733	492,494	805,228	563,865	129.6%
Library Acquisitions	662,649	495,115	172,447	667,562	4,913	74.7%
Major Repairs	801,794	163,758	638,036	801,794	-	
<b>Total Acquisitions/Major Repairs</b>	<b>\$ 1,705,806</b>	<b>\$ 971,606</b>	<b>\$ 1,302,977</b>	<b>\$ 2,274,584</b>	<b>\$ 568,778</b>	<b>57.0%</b>
Scholarships	8,291,288	12,545,873	674,203	13,220,076	4,928,788	151.3%
<b>Total Expenditures</b>	<b>\$ 170,911,395</b>	<b>\$ 110,215,277</b>	<b>\$ 72,316,401</b>	<b>\$ 182,531,678</b>	<b>\$ 11,620,283</b>	<b>64.5%</b>

**Southern University Board and System Administration**  
**General Operating Budget Financial Statement**  
**For Fiscal Year Ending June 30, 2022**  
**As of February 28, 2022**

	<b>FY22 Budget</b>	<b>Actual</b>	<b>Projected</b>	<b>Total FY22</b>	<b>Over/(Under) Budget</b>	<b>% Actual to Budget</b>
<b>Revenues</b>						
General Fund Direct	\$ 3,673,376	\$ 2,761,816	\$ 911,560	\$ 3,673,376	\$ -	75.2%
Statutory Dedicated		-	-			
Federal		-	-			
<b>Self Generated</b>						
Tuition - Fall 2021		-	-			
Tuition - Spring 2022		-	-			
Tuition - Summer		-	-			
Out-of-State Fees		-	-			
Other		-	-			
Interagency Transfer		-	-			
<b>Total Revenues</b>	<b>\$ 3,673,376</b>	<b>\$ 2,761,816</b>	<b>\$ 911,560</b>	<b>\$ 3,673,376</b>	<b>\$ -</b>	<b>75.2%</b>
<b>Expenditures</b>						
Salaries	\$ 1,846,338	\$ 1,092,125	\$ 754,213	\$ 1,846,338	\$ -	59.2%
Other Compensation	64,500	34,667	29,833	64,500	-	53.7%
Related Benefits	733,663	319,451	414,212	733,663	-	43.5%
<b>Total Personal Services</b>	<b>\$ 2,644,501</b>	<b>\$ 1,446,243</b>	<b>\$ 1,198,258</b>	<b>\$ 2,644,501</b>	<b>\$ -</b>	<b>54.7%</b>
Travel	176,000	31,084	144,916	176,000	-	17.7%
Operating Services	171,100	73,128	97,972	171,100	-	42.7%
Supplies	80,000	11,101	68,899	80,000	-	13.9%
<b>Total Operating Expenses</b>	<b>\$ 427,100</b>	<b>\$ 115,313</b>	<b>\$ 311,787</b>	<b>\$ 427,100</b>	<b>\$ -</b>	<b>27.0%</b>
Professional Services	63,000	1,450	61,550	63,000	-	2.3%
Other Charges	473,775	-	473,775	473,775	-	0.0%
Debt Services						
Interagency Transfers		-	-			
<b>Total Other Charges</b>	<b>\$ 536,775</b>	<b>\$ 1,450</b>	<b>\$ 535,325</b>	<b>\$ 536,775</b>	<b>\$ -</b>	<b>0.3%</b>
General Acquisitions	65,000	6,653	58,347	65,000	-	10.2%
Library Acquisitions		-	-			
Major Repairs		-	-			
<b>Total Acquisitions/Major Repairs</b>	<b>\$ 65,000</b>	<b>\$ 6,653</b>	<b>\$ 58,347</b>	<b>\$ 65,000</b>	<b>\$ -</b>	<b>10.2%</b>
Scholarships		-	-			
<b>Total Expenditures</b>	<b>\$ 3,673,376</b>	<b>\$ 1,569,659</b>	<b>\$ 2,103,717</b>	<b>\$ 3,673,376</b>	<b>\$ -</b>	<b>42.7%</b>



**Southern University Baton Rouge Campus  
General Operating Budget Financial Statement  
For Fiscal Year Ending June 30, 2022  
As of February 28, 2022**

	<b>FY22 Budget</b>	<b>Actual</b>	<b>Projected</b>	<b>Total FY22</b>	<b>Over/(Under) Budget</b>	<b>% Actual to Budget</b>
<b>Revenues</b>						
General Fund Direct	\$ 21,703,631	\$ 16,683,815	\$ 5,019,816	\$ 21,703,631	\$ -	76.9%
Statutory Dedicated	1,608,944	755,082	853,862	1,608,944	-	46.9%
Federal	-	-	-	-	-	-
<b>Self Generated</b>						
Tuition - Fall 2021	21,709,761	22,653,333	-	22,653,333	943,572	104.3%
Tuition - Spring 2022	19,487,148	19,871,419	-	19,871,419	384,271	102.0%
Tuition - Summer	4,963,498	1,217,207	3,494,492	4,711,699	(251,799)	24.5%
Out-of-State Fees	8,349,603	11,024,498	766,287	11,790,785	3,441,182	132.0%
Other	7,671,356	5,137,253	5,907,436	11,044,689	3,373,333	67.0%
Interagency Transfer	3,869,822	2,187,379	1,682,443	3,869,822	-	56.5%
<b>Total Revenues</b>	<b>\$ 89,363,763</b>	<b>\$ 79,529,986</b>	<b>\$ 17,724,336</b>	<b>\$ 97,254,321</b>	<b>\$ 7,890,558</b>	<b>89.0%</b>
<b>Expenditures</b>						
Salaries	\$ 42,454,990	\$ 29,946,093	\$ 14,257,781	\$ 44,203,874	\$ 1,748,884	70.5%
Other Compensation	201,377	-	-	-	(201,377)	0.0%
Related Benefits	18,796,927	13,836,608	5,067,803	18,904,411	107,484	73.6%
<b>Total Personal Services</b>	<b>\$ 61,453,294</b>	<b>\$ 43,782,701</b>	<b>\$ 19,325,584</b>	<b>\$ 63,108,285</b>	<b>\$ 1,654,991</b>	<b>71.2%</b>
Travel	325,870	31,815	10,588	42,403	(283,467)	9.8%
Operating Services	8,080,389	5,824,770	3,553,733	9,378,503	1,298,114	72.1%
Supplies	937,411	368,463	214,398	582,861	(354,550)	39.3%
<b>Total Operating Expenses</b>	<b>\$ 9,343,670</b>	<b>\$ 6,225,048</b>	<b>\$ 3,778,719</b>	<b>\$ 10,003,767</b>	<b>\$ 660,097</b>	<b>66.6%</b>
Professional Services	1,101,480	662,361	305,056	967,417	(134,063)	60.1%
Other Charges	5,980,700	526,405	6,054,295	6,580,700	600,000	8.8%
Debt Services	-	-	-	-	-	-
Interagency Transfers	4,343,650	1,922,410	2,421,240	4,343,650	-	44.3%
<b>Total Other Charges</b>	<b>\$ 11,425,830</b>	<b>\$ 3,111,176</b>	<b>\$ 8,780,591</b>	<b>\$ 11,891,768</b>	<b>\$ 465,938</b>	<b>27.2%</b>
General Acquisitions	62,032	179,977	145,920	325,897	263,865	290.1%
Library Acquisitions	137,649	94,235	48,327	142,562	4,913	68.5%
Major Repairs	-	-	-	-	-	-
<b>Total Acquisitions/Major Repairs</b>	<b>\$ 199,681</b>	<b>\$ 274,212</b>	<b>\$ 194,247</b>	<b>\$ 468,459</b>	<b>\$ 268,778</b>	<b>137.3%</b>
Scholarships	6,941,288	11,719,462	62,582	11,782,044	4,840,756	168.8%
<b>Total Expenditures</b>	<b>\$ 89,363,763</b>	<b>\$ 65,112,598</b>	<b>\$ 32,141,723</b>	<b>\$ 97,254,322</b>	<b>\$ 7,890,559</b>	<b>72.9%</b>

**Southern University Law Center  
General Operating Budget Financial Statement  
For Fiscal Year Ending June 30, 2022  
As of February 28, 2022**

	<b>FY22 Budget</b>	<b>Actual</b>	<b>Projected</b>	<b>Total FY22</b>	<b>Over/(Under) Budget</b>	<b>% Actual to Budget</b>
<b>Revenues</b>						
General Fund Direct	\$ 4,927,259	\$ 3,704,542	\$ 1,222,717	\$ 4,927,259	\$ -	75.2%
Statutory Dedicated	174,344	81,175	93,169	174,344	-	46.6%
Federal	-	-	-	-	-	-
<b>Self Generated</b>						
Tuition - Fall 2021	4,583,457	5,016,672	-	5,016,672	433,215	109.5%
Tuition - Spring 2022	4,412,842	4,695,247	-	4,695,247	282,405	106.4%
Tuition - Summer	882,945	237,517	752,442	989,959	107,014	26.9%
Out-of-State Fees	4,196,111	4,467,881	173,644	4,641,525	445,414	106.5%
Other	3,749,466	6,135,507	299,556	6,435,063	2,685,597	163.6%
Interagency Transfer		-	-			
<b>Total Revenues</b>	<b>\$ 22,926,424</b>	<b>\$ 24,338,542</b>	<b>\$ 2,541,528</b>	<b>\$ 26,880,069</b>	<b>\$ 3,953,645</b>	<b>106.2%</b>
<b>Expenditures</b>						
Salaries	\$ 11,971,842	\$ 8,356,232	\$ 4,235,610	\$ 12,591,842	\$ 620,000	69.8%
Other Compensation	-	-	-	-	-	-
Related Benefits	4,410,564	2,599,774	2,190,790	4,790,564	380,000	58.9%
<b>Total Personal Services</b>	<b>\$ 16,382,406</b>	<b>\$ 10,956,006</b>	<b>\$ 6,426,400</b>	<b>\$ 17,382,406</b>	<b>\$ 1,000,000</b>	<b>66.9%</b>
Travel	515,000	96,246	418,754	515,000	-	18.7%
Operating Services	2,038,567	910,744	3,127,823	4,038,567	2,000,000	44.7%
Supplies	325,000	224,498	100,502	325,000	-	69.1%
<b>Total Operating Expenses</b>	<b>\$ 2,878,567</b>	<b>\$ 1,231,488</b>	<b>\$ 3,647,079</b>	<b>\$ 4,878,567</b>	<b>\$ 2,000,000</b>	<b>42.8%</b>
Professional Services	1,570,590	303,602	2,220,633	2,524,235	953,645	19.3%
Other Charges	526,186	182,500	343,686	526,186	-	34.7%
Debt Services				-	-	-
Interagency Transfers	568,675	284,338	284,337	568,675	-	50.0%
<b>Total Other Charges</b>	<b>\$ 2,665,451</b>	<b>\$ 770,440</b>	<b>\$ 2,848,656</b>	<b>\$ 3,619,096</b>	<b>\$ 953,645</b>	<b>28.9%</b>
General Acquisitions	-	-	-	-	-	-
Library Acquisitions	350,000	268,349	81,651	350,000	-	76.7%
Major Repairs	-	-	-	-	-	-
<b>Total Acquisitions/Major Repairs</b>	<b>\$ 350,000</b>	<b>\$ 268,349</b>	<b>\$ 81,651</b>	<b>\$ 350,000</b>	<b>\$ -</b>	<b>76.7%</b>
Scholarships	650,000	606,348	43,652	650,000	-	93.3%
<b>Total Expenditures</b>	<b>\$ 22,926,424</b>	<b>\$ 13,832,631</b>	<b>\$ 13,047,438</b>	<b>\$ 26,880,069</b>	<b>\$ 3,953,645</b>	<b>60.3%</b>

**Southern University New Orleans Campus  
General Operating Budget Financial Statement  
For Fiscal Year Ending June 30, 2022  
As of February 28, 2022**

	<b>FY22 Budget</b>	<b>Actual</b>	<b>Projected</b>	<b>Total FY22</b>	<b>Over/(Under) Budget</b>	<b>% Actual to Budget</b>
<b>Revenues</b>						
General Fund Direct	\$ 6,851,532	\$ 5,151,302	\$ 1,700,230	\$ 6,851,532	\$ -	75.2%
Statutory Dedicated	506,477	229,701	276,776	506,477	-	45.4%
Federal	-	-	-	-	-	-
<b>Self Generated</b>						
Tuition - Fall 2021	5,051,510	4,577,576	150,000	4,727,576	(323,934)	90.6%
Tuition - Spring 2022	4,577,842	3,435,130	1,270,594	4,705,724	127,882	75.0%
Tuition - Summer	429,999	236,913	250,000	486,913	56,914	55.1%
Out-of-State Fees	517,807	373,744	253,233	626,977	109,170	72.2%
Other	4,370,387	2,905,887	1,270,547	4,176,434	(193,953)	66.5%
Interagency Transfer		-	-			
<b>Total Revenues</b>	<b>\$ 22,305,554</b>	<b>\$ 16,910,253</b>	<b>\$ 5,171,380</b>	<b>\$ 22,081,633</b>	<b>\$ (223,921)</b>	<b>75.8%</b>
<b>Expenditures</b>						
Salaries	\$ 10,354,998	\$ 7,879,405	\$ 3,432,757	\$ 11,312,162	\$ 957,164	76.1%
Other Compensation	75,000	-	75,000	75,000	-	-
Related Benefits	4,649,692	3,351,745	1,527,816	4,879,561	229,869	72.1%
<b>Total Personal Services</b>	<b>\$ 15,079,690</b>	<b>\$ 11,231,150</b>	<b>\$ 5,035,573</b>	<b>\$ 16,266,723</b>	<b>\$ 1,187,033</b>	<b>74.5%</b>
Travel	21,000	9,649	11,351	21,000	-	45.9%
Operating Services	1,922,500	1,907,729	14,771	1,922,500	-	99.2%
Supplies	180,500	35,413	145,087	180,500	-	19.6%
<b>Total Operating Expenses</b>	<b>\$ 2,124,000</b>	<b>\$ 1,952,791</b>	<b>\$ 171,209</b>	<b>\$ 2,124,000</b>	<b>\$ -</b>	<b>91.9%</b>
Professional Services	13,000	52,579	-	52,579	39,579	
Other Charges	3,412,723	11,542	2,050,648	2,062,190	(1,350,533)	0.3%
Debt Services						
Interagency Transfers	1,101,141	493,219	607,922	1,101,141	-	44.8%
<b>Total Other Charges</b>	<b>\$ 4,526,864</b>	<b>\$ 557,340</b>	<b>\$ 2,658,570</b>	<b>\$ 3,215,910</b>	<b>\$ (1,310,954)</b>	<b>12.3%</b>
General Acquisitions	-	-	-	-	-	0.0%
Library Acquisitions	175,000	132,531	42,469	175,000	-	75.7%
Major Repairs	-	-	-	-	-	-
<b>Total Acquisitions/Major Repairs</b>	<b>\$ 175,000</b>	<b>\$ 132,531</b>	<b>\$ 42,469</b>	<b>\$ 175,000</b>	<b>\$ -</b>	<b>75.7%</b>
Scholarships	400,000	172,455	127,545	300,000	(100,000)	43.1%
<b>Total Expenditures</b>	<b>\$ 22,305,554</b>	<b>\$ 14,046,267</b>	<b>\$ 8,035,366</b>	<b>\$ 22,081,633</b>	<b>\$ (223,921)</b>	<b>63.0%</b>

**Southern University Shreveport Campus**  
**General Operating Budget Financial Statement**  
**For Fiscal Year Ending June 30, 2022**  
**As of February 28, 2022**

	<b>FY22 Budget</b>	<b>Actual</b>	<b>Projected</b>	<b>Total FY22</b>	<b>Over/(Under) Budget</b>	<b>% Actual to Budget</b>
<b>Revenues</b>						
General Fund Direct	\$ 6,112,438	\$ 4,670,058	\$ 1,442,380	\$ 6,112,438	\$ -	76.4%
Statutory Dedicated	163,377	81,175	82,202	163,377	-	49.7%
Federal		-	-			
<b>Self Generated</b>						
Tuition - Fall 2021	3,748,938	3,365,329	-	3,365,329	(383,609)	89.8%
Tuition - Spring 2022	3,463,402	2,761,025	356,364	3,117,389	(346,013)	79.7%
Tuition - Summer	844,571	288,755	657,312	946,067	101,496	34.2%
Out-of-State Fees	406,857	184,959	48,300	233,259	(173,598)	45.5%
Other	1,545,070	1,774,019	572,775	2,346,794	801,724	114.8%
Interagency Transfer		-	-			
<b>Total Revenues</b>	<b>\$ 16,284,653</b>	<b>\$ 13,125,320</b>	<b>\$ 3,159,333</b>	<b>\$ 16,284,653</b>	<b>\$ -</b>	<b>80.6%</b>
<b>Expenditures</b>						
Salaries	\$ 7,755,534	\$ 5,001,420	\$ 2,695,678	\$ 7,697,098	\$ (58,436)	64.5%
Other Compensation	-	-	-	-	-	0.0%
Related Benefits	3,712,410	2,112,877	1,542,697	3,655,574	(56,836)	56.9%
<b>Total Personal Services</b>	<b>\$ 11,467,944</b>	<b>\$ 7,114,297</b>	<b>\$ 4,238,375</b>	<b>\$ 11,352,672</b>	<b>\$ (115,272)</b>	<b>62.0%</b>
Travel	35,300	10,335	8,000	18,335	(16,965)	29.3%
Operating Services	2,342,955	1,651,982	729,514	2,381,496	38,541	70.5%
Supplies	153,200	84,939	68,261	153,200	-	55.4%
<b>Total Operating Expenses</b>	<b>\$ 2,531,455</b>	<b>\$ 1,747,256</b>	<b>\$ 805,775</b>	<b>\$ 2,553,031</b>	<b>\$ 21,576</b>	<b>69.0%</b>
Professional Services	181,557	17,221	75,000	92,221	(89,336)	9.5%
Other Charges	1,055,074	28,222	726,852	755,074	(300,000)	2.7%
Debt Services						
Interagency Transfers	748,623	355,675	392,948	748,623	-	47.5%
<b>Total Other Charges</b>	<b>\$ 1,985,254</b>	<b>\$ 401,118</b>	<b>\$ 1,194,800</b>	<b>\$ 1,595,918</b>	<b>\$ (389,336)</b>	<b>20.2%</b>
General Acquisitions	-	-	300,000	300,000	300,000	0.0%
Library Acquisitions	-	-	-	-	-	0.0%
Major Repairs	-	-	-	-	-	0.0%
<b>Total Acquisitions/Major Repairs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 300,000</b>	<b>\$ 300,000</b>	<b>\$ 300,000</b>	<b>0.0%</b>
Scholarships	300,000	42,608	440,424	483,032	183,032	14.2%
<b>Total Expenditures</b>	<b>\$ 16,284,653</b>	<b>\$ 9,305,279</b>	<b>\$ 6,979,374</b>	<b>\$ 16,284,653</b>	<b>\$ -</b>	<b>57.1%</b>

**Southern University Agricultural Research and Extension Center**  
**General Operating Budget Financial Statement**  
**For Fiscal Year Ending June 30, 2022**  
**As of February 28, 2022**

	<b>FY22 Budget</b>	<b>Actual</b>	<b>Projected</b>	<b>Total FY22</b>	<b>Over/(Under) Budget</b>	<b>% Actual to Budget</b>
<b>Revenues</b>						
General Fund Direct	\$ 8,405,561	\$ 4,440,069	\$ 3,965,492	\$ 8,405,561	\$ -	52.8%
Statutory Dedicated	1,797,855	340,711	\$ 1,457,144	1,797,855	-	19.0%
Federal	6,154,209	2,789,266	\$ 3,364,943	6,154,209	-	45.3%
<b>Self Generated</b>						
Tuition - Fall 2021		-	-			
Tuition - Spring 2022		-	-			
Tuition - Summer		-	-			
Out-of-State Fees		-	-			
Other		-	-			
Interagency Transfer		-	-			
<b>Total Revenues</b>	<b>\$ 16,357,625</b>	<b>\$ 7,570,046</b>	<b>\$ 8,787,579</b>	<b>\$ 16,357,625</b>	<b>\$ -</b>	<b>46.3%</b>
<b>Expenditures</b>						
Salaries	\$ 5,200,822	\$ 3,682,846	\$ 1,517,976	\$ 5,200,822	\$ -	70.8%
Other Compensation	85,000	33,333	\$ 51,667	85,000	-	39.2%
Related Benefits	2,489,586	1,338,694	\$ 1,150,892	2,489,586	-	53.8%
<b>Total Personal Services</b>	<b>\$ 7,775,408</b>	<b>\$ 5,054,873</b>	<b>\$ 2,720,535</b>	<b>\$ 7,775,408</b>	<b>\$ -</b>	<b>65.0%</b>
Travel	95,000	11,796	\$ 83,204	95,000	-	12.4%
Operating Services	470,558	443,740	\$ 26,818	470,558	-	94.3%
Supplies	225,177	133,039	\$ 92,138	225,177	-	59.1%
<b>Total Operating Expenses</b>	<b>\$ 790,735</b>	<b>\$ 588,575</b>	<b>\$ 202,160</b>	<b>\$ 790,735</b>	<b>\$ -</b>	<b>74.4%</b>
Professional Services	35,000	181,606	\$ 0	181,606	146,606	518.9%
Other Charges	6,840,357	228,926	\$ 6,459,825	6,688,751	(151,606)	3.3%
Debt Services			\$ -			
Interagency Transfers	-	-	\$ -	-	-	0.0%
<b>Total Other Charges</b>	<b>\$ 6,875,357</b>	<b>\$ 410,532</b>	<b>\$ 6,459,825</b>	<b>\$ 6,870,357</b>	<b>\$ (5,000)</b>	<b>6.0%</b>
General Acquisitions	114,331	126,104	\$ (11,773)	114,331	-	110.3%
Library Acquisitions		-	\$ -	-		
Major Repairs	801,794	163,758	\$ 638,036	801,794	-	20.4%
<b>Total Acquisitions/Major Repairs</b>	<b>\$ 916,125</b>	<b>\$ 289,862</b>	<b>\$ 626,263</b>	<b>\$ 916,125</b>	<b>\$ -</b>	<b>31.6%</b>
Scholarships	-	5,000	\$ -	5,000	5,000	
<b>Total Expenditures</b>	<b>\$ 16,357,625</b>	<b>\$ 6,348,842</b>	<b>\$ 10,008,783</b>	<b>\$ 16,357,625</b>	<b>\$ -</b>	<b>38.8%</b>



**GOVERNANCE COMMITTEE**  
(Following Finance Committee)  
Friday, March 18, 2021  
Southern University System Board Room  
J. S. Clark Administration Building 2nd Floor  
Baton Rouge, LA 70813

**AGENDA**

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Action Item
  - A. Request Approval for Uniformed Policy on Campus Free Speech (SUS)  
*This policy recommendation is a requirement of Act 666 of the 2018 Regular Session of the Louisiana Legislature governing postsecondary institutions' policies on free speech. The policy allows and protects expressive activities by students, administrators, faculty members, staff members, and invited guests in accordance with all applicable laws and is subject to reasonable time, place, and manner restrictions on SU System campuses.*
6. Other Business
7. Adjournment

**MEMBERS**

Mr. Myron Lawson- Chairman, Dr. Leon Tarver, II, –Vice-Chair,  
Dr. Leroy Davis, Ms. Christy O. Reeves, Mr. Kevin Taylor-Jarrell, II  
Atty. Edwin Shorty- Ex Officio

March 4, 2022

Dr. Ray L. Belton  
President-Chancellor  
Southern University System  
4<sup>th</sup> Floor, J.S. Clark Administration Bldg.

**HAND DELIVERED**

Dr. Belton,

Attached for consideration by the Southern University Board of Supervisors is the *Southern University System Uniformed Policy on Campus Free Speech*. This policy is a requirement of Act 666 from the 2018 Regular Session of the Louisiana Legislature (R.S. 17:3399.32 through 3399.37 – “Louisiana Campus Free Expression Law”). The policy was originally established in September 2018, and after further review by the Southern University Office of General Counsel, it was revised to appropriately reflect specific requirements of the law.

Should this policy meet your approval, please affix your signature below.

If additional information is needed, please advise.

Sincerely,



Robyn M. Merrick  
Vice President for External Affairs and University Relations  
Southern University System

c: Atty. Cori Blache  
File

Approved: \_\_\_\_\_

Dr. Ray L. Belton, President-Chancellor



**POLICY TITLE**  
**Uniform Policy on Campus Free Speech**

**POLICY NUMBER**  
**3-003**

<b>Responsible Unit:</b> <i>Office of Communications</i>	<b>Effective Date:</b> <del>9/21/2018</del> <u>03/18/2022</u>
<b>Responsible Official:</b> <i>Vice President for External Affairs</i>	<b>Last Reviewed Date:</b> <del>N/A</del> <u>03/18/2022</u>
<b>Policy Classification:</b> <i>External Affairs and Public Relations Policies</i>	<b>Origination Date:</b> <i>09/10/2018</i>

**I. POLICY STATEMENT AND RATIONALE**

The Southern University Board of Supervisors (SUBOS) and Southern University and A&M College System (SU)The Board of Supervisors of Southern University and Agricultural and Mechanical College System deems the free and open inquiry into all matters fundamental to the mission of higher education and is committed to the preservation of the lawful, free expression of ideas at all public postsecondary education institutions in the state, subject only to reasonable time, place and manner restrictions. All postsecondary institutions ~~under the management and control of the Southern University Board of Supervisors (SUBOS) and Southern University and A&M College System (SU)~~of the Southern University System shall allow and protect expressive activities by students, administrators, faculty members, staff members and invited guests in accordance with all applicable laws and this Policy.

The Board of Supervisors of Southern University and Agricultural and Mechanical College System prohibits at of its institutions expression that violates the law, defames a specific individual, constitutes a genuine threat, violates the Student Code of Conduct, or unjustifiably invades substantial privacy or confidentiality interests.

## II. POLICY SCOPE AND AUDIENCE

In accordance with Act 666 of the 2018 Regular Session of the Louisiana Legislature, codified at R.S. 17:3399.31 through 3399.37 (“Louisiana Campus Free Expression Law”), the Board of Supervisors of Southern University and Agricultural and Mechanical College System~~the Southern University Board of Supervisors (SUBOS) and Southern University and A&M College System (SU)~~ hereby adopts this Uniformed Policy on Campus Free Expression Speech (“Policy”). This Policy was developed in collaboration with the Louisiana Board of Regents (BoR) and applies to all postsecondary education institutions of the Southern University System. This Policy shall be made public in the handbook, website, and through student orientation programs of each institution of the Southern University System; and be incorporated in the materials, programs, and procedures provided to all employees and students.

~~This Policy was developed in collaboration with the Louisiana Board of Regents (BoR) and applies to all postsecondary education institutions under the management and control of the Southern University Board of Supervisors (SUBOS) and Southern University and A&M College System (SU). All institutions subject to this Policy shall adopt an institutional policy in accordance with all applicable laws and this Policy. Each institution’s policy must comply with applicable laws and regulations, and must be amended to reflect any subsequent changes to laws and regulations. Each institution (or a management board for each of its member institutions) shall begin establishing policies and procedures in full compliance with this Policy no later than the beginning of AY 2018-19. The institutional policy of each of member institution shall be forwarded to the Southern University Board of Supervisors (SUBOS) and Southern University and A&M College System (SU) and BoR by September 15, 2018.~~

~~For purposes of this Policy, the definitions of key terms and other mandatory provisions shall remain consistent with those in Act 666 of 2018, codified at R.S. 17:3399.31 through 3399.37. the Southern University Board of Supervisors (SUBOS) and Southern University and A&M College System (SU) will amend this Policy to reflect any subsequent changes to these statutes. In cases of any inconsistency, the statutory provisions shall supersede any such inconsistent provision in this Policy. The statutory provisions and this Policy shall supersede any inconsistent provision in an institution’s policy.~~

## III. POLICY COMPLIANCE

~~Each institution’s policy must comply with applicable laws and regulations, and must be amended to reflect any changes to such laws and regulations. Each institutions’ policy must contain, at a minimum, the following:~~

- ~~A statement that e~~Each institution of the Southern University System shall strive to ensure the fullest degree of intellectual freedom and free expression.
- ~~A statement that i~~It is not the proper role of an institution to shield individuals from speech protected by the First Amendment of the Constitution of the United States of America and Article I, Section 7 of the Constitution of Louisiana, and other

applicable laws, including without limitation ideas and opinions they find unwelcome, disagreeable, or even deeply offensive.

- (3) ~~A provision that s~~Students and faculty have the freedom to discuss any topic that presents itself, as provided under the First Amendment of the Constitution of the United States of America and Article I, Section 7 of the Constitution of Louisiana and other applicable laws permit and within the limits on time, place, and manner of expression that are consistent with this Part Policy and that are necessary to achieve a significant institutional interest; ~~such restrictions shall be published and provide ample alternative means of expression.~~
- (4) ~~A provision that s~~Students and faculty may assemble and engage in spontaneous expressive activity as long as such activity is not unlawful and does not materially and substantially disrupt the functioning of the institution, subject to the requirements of this Part Policy.
- (5) ~~A provision that a~~Any person lawfully present on a campus may protest or demonstrate there. Protests and demonstrations that infringe upon the constitutional rights of others to engage in or listen to expressive activity by creating a substantial and material disruption to the functioning of ~~the any~~ institution of the Southern University System or to someone's expressive activity shall not be permitted.
- (6) ~~A provision that t~~The public areas of campuses of each institution of the Southern University System are traditional public forums that are open on the same terms to any speaker.
- (7) ~~A provision that the p~~This Policy supersedes and nullifies any provision in the policies and regulations of any institution of the Southern University System that restricts speech on campus and that any such provision is therefore inconsistent with this Policy on free expression. Each institution of the Southern University System shall remove or revise any such provision in its policies and regulations to ensure compatibility with this Policy on free expression.

~~Failure to comply with any applicable laws and regulations shall constitute a failure to comply with this Policy. Enforcement can include, but is not limited to Subpart (E) below. Adhere to the policy may result in actions under the appropriate Handbook for faculty, staff and students.~~

#### IV. POLICY DEFINITIONS

~~The "Public Areas" of a campus of the Southern University System mean all Outdoor Areas. The "Outdoor Areas" mean outside areas generally accessible to the majority of students, administrators, faculty, and staff such as grassy areas, walkways, or other similar common areas, but do not include facilities of any institution of the Southern University System or the interior of buildings or areas where access is restricted. The Public Areas of a campus of the Southern University System are deemed by state law as traditional public forums and are open on the same terms to any speaker.~~

~~On Public Areas, students and faculty may assemble, distribute literature, and engage in spontaneous expressive activity as long as such activity is not unlawful and does not materially and substantially disrupt the functioning of any institution of the Southern University System. Any person lawfully present on a campus of the Southern~~



University System in a Public Area may protest or demonstrate there. Protests and demonstrations that infringe upon the constitutional rights of others to engage in or listen to expressive activity by creating a substantial and material disruption to the functioning of any institution of the Southern University System or to someone's expressive activity shall not be permitted. Certain facilities of institutions of the Southern University System are made available for reservation. This Policy does not apply to activities sponsored by institutions of the Southern University System.

## **V. POLICY IMPLEMENTATION PROCEDURES**

~~The Office of External Affairs in conjunction with the Offices of Academic and Student Affairs will be charged with implementing this policy.~~

### **A. Time, Place, and Manner Restrictions**

In order to maintain safety, security, and order, all institutions of the Southern University System reserve the right to limit such activities by the following regulations regarding time, place, and manner of such activities. Except as allowed by law, institutions of the Southern University System shall not apply these restrictions in a discriminatory manner toward the content of the view being expressed or the speaker, or in any manner that otherwise infringes on any form of speech or conduct that is protected by the First Amendment.

### **B. Group Expression**

If an individual or group of individuals attracts a group of 20 or more persons, then a representative from the group is encouraged to contact the respective campus police department as soon as circumstances reasonably permit. Each institution of the Southern University System reserves the right to direct a group of 20 or more persons to another available Public Area in order to ensure the safety of campus members, to provide for proper crowd control, and to limit disruption of the academic and other operations of any institution of the Southern University System. Any relocation must not be based on the content or viewpoint of the expression.

### **C. Equipment Limitations**

The use of amplified sound is subject to local ordinances and is restricted to those times and places where it will not impact educational activities or business of any institution of the Southern University System. During concentrated study periods, the use of amplified sound is prohibited. This Policy does not provide for the uses of resources (tables, utilities, equipment, etc.) of any institution of the Southern University System in the exercise of free speech or expression activities.

### **D. Activities**

At a minimum, expressions, assemblies, or demonstrations may not:

1. Engage in provocations by fighting words or incitements to engage in immediate violence;
2. Make threats which demonstrate a serious expression of intent to commit an act of unlawful violence to a particular individual or group of individuals;
3. Interfere with the free and unimpeded flow of pedestrian or vehicular traffic on campus or the entry or exit into and out of facilities of any institution of the Southern University System;
4. Materially and substantially disrupt the educational mission or normal activities of any institution of the Southern University System;
5. Express or exhibit obscenity as defined by law;
6. Advocate the deliberate violation of law by preparing the group addressed for imminent action and seeing it to such action; or
7. Engage in commercial or for-profit activities absent a prior written agreement with the appropriate institution of the Southern University System authorizing such activities.

#### **E. Administration/Enforcement**

This Policy shall be administered and enforced by the chief Student Affairs officer of each respective campus, the campus police department, and such other officials as shall be designated. Visitors to a campus of the Southern University System and all others violating these regulations regarding time, place, and manner of speech and demonstration will be subject to immediate eviction or removal from said campus without further warning by the agents or officials of the Southern University System and may be subject to legal action. Individual students or student organizations violating these regulations may be subject to action by Student Code of Conduct or the organization's bylaws.

#### **F. Non-endorsement/Ratification**

Nothing in this Policy is intended nor should be understood as an endorsement or approval by the Board of Supervisors of Southern University and Agricultural and Mechanical College System or any institution of the Southern University System of any speech or demonstration, an invitation or license to speak or demonstrate, or the granting of any right or permission to speak or demonstrate on campus beyond the rights existing under federal and state law. For more information, contact the chief Student Affairs officer for the relevant campus.

#### **G. Appeal Procedure**

Any person aggrieved by a violation of this Policy may file a written appeal of the decision or action to the chief Student Affairs officer of the campus, or designee, within fourteen (14) calendar days of the decision or action. The chief Student Affairs officer shall provide a written response to the appellant within fourteen (14) days of receipt of the appeal unless, for good cause, additional time is needed to ascertain facts or speak with the appellant or relevant officials. The decision of the chief Student Affairs officer shall be final.

**H. Reporting**

Each institution of the Southern University System shall report to the Vice President for External Affairs any barriers to or incidents against free expression that occurred at the respective institution within ten (10) calendar days.

**VI. POLICY RELATED INFORMATION**

- Act 666 of the 2018 Regular Session of the Louisiana Legislature, codified at R.S. 17:3399.31 through 3399.37 (“Louisiana Campus Free Expression Law”)
- First Amendment of the Constitution of the United States of America
- Article I, Section 7 of the Constitution of Louisiana

~~Failure to comply with any applicable laws and regulations, including those listed above, shall constitute a failure to comply with this Policy. Each member institution shall make all due diligence efforts to comply with applicable laws and regulations, including those listed above. While the provisions of the laws listed above are mandatory components of the institutional policy, institutions may supplement the provisions of this Policy as necessary, but any such supplemental provision shall comply with the laws and this Policy.~~

**VII. POLICY HISTORY AND REVIEW CYCLE**

The Office of External Affairs in conjunction with the Offices of Academic Affairs and Student Affairs for each institution of the Southern University System will be charged with implementing this Policy.

This Policy replaces the current Uniform Policy on Campus Free Speech (Policy Number 3-003) with an origination date of 09/10/2018 and This is a newly created policy. This policy is subject to a five-year policy review cycle.

**~~VIII.~~ ~~VII.~~ POLICY URL**

The information regarding the Campus Free Speech Policy will be posted to the System Board’s website under Board Policies at [www.sus.edu](http://www.sus.edu) and on each of the campus’s websites.

**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.

**Formatted:** Normal, Indent: Hanging: 0.5", Numbered + Level: 1 + Numbering Style: I, II, III, ... + Start at: 7 + Alignment: Left + Aligned at: 0.74" + Indent at: 0.74", Tab stops: Not at 0.36" + 1.56"

**Formatted:** Font: (Default) Times New Roman, 12 pt, Bold

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

*Effective Date of Policy*

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

| *The Honorable ~~Mrs. Ann A. Smith~~ Atty. Edwin M. Shorty Jr.*

*Effective Date of Policy*

*Chair – Southern University System Board of Supervisors*



**POLICY TITLE**  
**Uniform Policy on Campus Free Speech**

**POLICY NUMBER**  
**3-003**

<b>Responsible Unit:</b> <i>Office of Communications</i>	<b>Effective Date:</b> <i>03/18/2022</i>
<b>Responsible Official:</b> <i>Vice President for External Affairs</i>	<b>Last Reviewed Date:</b> <i>03/18/2022</i>
<b>Policy Classification:</b> <i>External Affairs and Public Relations Policies</i>	<b>Origination Date:</b> <i>09/10/2018</i>

**I. POLICY STATEMENT AND RATIONALE**

The Board of Supervisors of Southern University and Agricultural and Mechanical College System deems the free and open inquiry into all matters fundamental to the mission of higher education and is committed to the preservation of the lawful, free expression of ideas at all public postsecondary education institutions in the state, subject only to reasonable time, place and manner restrictions. All postsecondary institutions of the Southern University System shall allow and protect expressive activities by students, administrators, faculty members, staff members and invited guests in accordance with all applicable laws and this Policy.

The Board of Supervisors of Southern University and Agricultural and Mechanical College System prohibits at of its institutions expression that violates the law, defames a specific individual, constitutes a genuine threat, violates the Student Code of Conduct, or unjustifiably invades substantial privacy or confidentiality interests.

## **II. POLICY SCOPE AND AUDIENCE**

In accordance with Act 666 of the 2018 Regular Session of the Louisiana Legislature, codified at R.S. 17:3399.31 through 3399.37 (“Louisiana Campus Free Expression Law”), the Board of Supervisors of Southern University and Agricultural and Mechanical College System hereby adopts this Uniformed Policy on Campus Free Speech (“Policy”). This Policy was developed in collaboration with the Louisiana Board of Regents (BoR) and applies to all postsecondary education institutions of the Southern University System. This Policy shall be made public in the handbook, website, and through student orientation programs of each institution of the Southern University System; and be incorporated in the materials, programs, and procedures provided to all employees and students.

## **III. POLICY COMPLIANCE**

- (1) Each institution of the Southern University System shall strive to ensure the fullest degree of intellectual freedom and free expression.
- (2) It is not the proper role of an institution to shield individuals from speech protected by the First Amendment of the Constitution of the United States of America and Article I, Section 7 of the Constitution of Louisiana, and other applicable laws, including without limitation ideas and opinions they find unwelcome, disagreeable, or even deeply offensive.
- (3) Students and faculty have the freedom to discuss any topic that presents itself, as provided under the First Amendment of the Constitution of the United States of America and Article I, Section 7 of the Constitution of Louisiana and other applicable laws permit and within the limits on time, place, and manner of expression that are consistent with this Policy and that are necessary to achieve a significant institutional interest.
- (4) Students and faculty may assemble and engage in spontaneous expressive activity as long as such activity is not unlawful and does not materially and substantially disrupt the functioning of the institution, subject to the requirements of this Policy.
- (5) Any person lawfully present on a campus may protest or demonstrate there. Protests and demonstrations that infringe upon the constitutional rights of others to engage in or listen to expressive activity by creating a substantial and material disruption to the functioning of any institution of the Southern University System or to someone's expressive activity shall not be permitted.
- (6) The public areas of campuses of each institution of the Southern University System are traditional public forums that are open on the same terms to any speaker.
- (7) This Policy supersedes and nullifies any provision in the policies and regulations of any institution of the Southern University System that restricts speech on campus and that any such provision is therefore inconsistent with this Policy on free expression. Each institution of the Southern University System shall remove or revise any such provision in its policies and regulations to ensure compatibility with this Policy on free expression.

Failure to comply with any applicable laws and regulations shall constitute a failure to comply with this Policy. Enforcement can include, but is not limited to Subpart (E) below.

#### **IV. POLICY DEFINITIONS**

The “Public Areas” of a campus of the Southern University System mean all Outdoor Areas. The “Outdoor Areas” mean outside areas generally accessible to the majority of students, administrators, faculty, and staff such as grassy areas, walkways, or other similar common areas, but do not include facilities of any institution of the Southern University System or the interior of buildings or areas where access is restricted. The Public Areas of a campus of the Southern University System are deemed by state law as traditional public forums and are open on the same terms to any speaker.

On Public Areas, students and faculty may assemble, distribute literature, and engage in spontaneous expressive activity as long as such activity is not unlawful and does not materially and substantially disrupt the functioning of any institution of the Southern University System. Any person lawfully present on a campus of the Southern University System in a Public Area may protest or demonstrate there. Protests and demonstrations that infringe upon the constitutional rights of others to engage in or listen to expressive activity by creating a substantial and material disruption to the functioning of any institution of the Southern University System or to someone’s expressive activity shall not be permitted. Certain facilities of institutions of the Southern University System are made available for reservation. This Policy does not apply to activities sponsored by institutions of the Southern University System.

#### **V. POLICY IMPLEMENTATION PROCEDURES**

##### **A. Time, Place, and Manner Restrictions**

In order to maintain safety, security, and order, all institutions of the Southern University System reserve the right to limit such activities by the following regulations regarding time, place, and manner of such activities. Except as allowed by law, institutions of the Southern University System shall not apply these restrictions in a discriminatory manner toward the content of the view being expressed or the speaker, or in any manner that otherwise infringes on any form of speech or conduct that is protected by the First Amendment.

##### **B. Group Expression**

If an individual or group of individuals attracts a group of 20 or more persons, then a representative from the group is encouraged to contact the respective campus police department as soon as circumstances reasonably permit. Each institution of the Southern University System reserves the right to direct a group of 20 or more persons to another available Public Area in order to ensure the safety of campus members, to provide for proper crowd control, and to limit disruption of the academic and other

operations of any institution of the Southern University System. Any relocation must not be based on the content or viewpoint of the expression.

### **C. Equipment Limitations**

The use of amplified sound is subject to local ordinances and is restricted to those times and places where it will not impact educational activities or business of any institution of the Southern University System. During concentrated study periods, the use of amplified sound is prohibited. This Policy does not provide for the uses of resources (tables, utilities, equipment, etc.) of any institution of the Southern University System in the exercise of free speech or expression activities.

### **D. Activities**

At a minimum, expressions, assemblies, or demonstrations may not:

1. Engage in provocations by fighting words or incitements to engage in immediate violence;
2. Make threats which demonstrate a serious expression of intent to commit an act of unlawful violence to a particular individual or group of individuals;
3. Interfere with the free and unimpeded flow of pedestrian or vehicular traffic on campus or the entry or exit into and out of facilities of any institution of the Southern University System;
4. Materially and substantially disrupt the educational mission or normal activities of any institution of the Southern University System;
5. Express or exhibit obscenity as defined by law;
6. Advocate the deliberate violation of law by preparing the group addressed for imminent action and seeing it to such action; or
7. Engage in commercial or for-profit activities absent a prior written agreement with the appropriate institution of the Southern University System authorizing such activities.

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

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***Effective Date of Policy***

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

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***Effective Date of Policy***

# **PERSONNEL AFFAIRS COMMITTEE**

**(Following Governance Committee)**

**Friday, March 18, 2022**

**Southern University System Board Room  
J. S. Clark Administration Building 2<sup>nd</sup> Floor  
Baton Rouge, LA 70813**

## **AGENDA**

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Action Items

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

<b>Name</b>	<b>Position/Campus</b>	<b>Salary</b>	<b>Funding Source</b>
1. Kimberly Andrews	Associate Vice Chancellor for Institutional Effectiveness and Student Success / Assistant Prof of Public Administration Tenure Track (SUNO)	No Change	N/A
2. Christopher Rogers	Associate Vice Chancellor of Communications and IT Salary Adjustment and Title Change (SUAREC)	\$100,000.00	State

- B. Request Approval to Award Four Percent (4%) Salary and Wage Increases to Permanent Fulltime Employees Where Applicable in Accordance with Louisiana Civil Service rules (SULC)**
  - C. Request Approval for Paid Sabbatical Leave for Professor Marc Roark for the 2022-2023 Academic Year (SULC)**
  - D. Request for Leave of Absence for Dr. John Alak from 1/01/2022-5/31/2022 (SUSLA)**
  - E. Request Approval of Medical Leave of Absence for George Lewis, III (SUSLA)**
6. Informational Item
  7. Other Business
  8. Adjournment

## **MEMBERS**

**Dr. Leon Tarver - Chairman, Mrs. Christy Reeves–Vice-Chair,  
Mr. Samuel Tolbert, Mr. Raymond Fondel, Ms. Arlanda Williams, Atty. Jody Amadee  
Atty. Edwin Shorty - Ex Officio**



Office of the Chancellor

**SOUTHERN UNIVERSITY AT NEW ORLEANS**

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

March 3, 2022

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

Dear Dr. Belton:

I am pleased to recommend Kimberly R. Andrews, Ph.D., Associate Vice Chancellor for Institutional Effectiveness and Student Success at Southern University at New Orleans (SUNO), for a tenure track appointment as Assistant Professor of Public Administration in the College of Business and Public Administration.

Dr. Andrews previously served as Dean of the University College and tenure track Assistant Professor of Business Administration at Fort Valley State University. Dr. Andrews holds a Ph.D. in Leadership Studies from Our Lady of the Lake University in San Antonio, Texas and completed her Master of Management in Public Administration at the University of Phoenix in Phoenix, Arizona. Dr. Andrews has also secured more than \$10M in grants from federal and private funding agencies.

Based on her academic background, approvals by the faculty and Dean of the College of Business and Public Administration, and the Vice Chancellor for Academic Affairs, I recommend Dr. Andrews as tenure track Assistant Professor of Public Administration. I seek your approval and submittal to the Southern University and A&M College System Board of Supervisors for consideration at the February 18, 2022 meeting.

With kind regards,

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

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



## Southern University at New Orleans

6400 Press Drive  
New Orleans, Louisiana 70126  
Phone: (504) 284-5461

Office of the Vice Chancellor  
for Academic Affairs

January 02, 2022

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

Dr. Ammons:

In accordance with the promotion and tenure process, I have reviewed the recommendation of tenure track Assistant Professor of Public Administration for Dr. Kimberly R. Andrews, the current Associate Vice Chancellor for Institutional Effectiveness and Student Success. The Dean for the College of Business and Public Administration and the faculty support the appointment based on a review of Dr. Andrews' credentials. Dr. Andrews earned the Masters of Management with a concentration in Public Administration from the University of Phoenix. She has earned her Doctorate of Philosophy in Leadership Studies, concentrating her work in leadership styles, relating to organizational change and development. Prior to her current position, Dr. Andrews was the Dean for the University College and a tenure track Assistant Professor in the College of Business Administration at Fort Valley State University in Fort Valley, Georgia.

As the Vice Chancellor for Academic Affairs, I recommend Dr. Kimberly Andrews for the tenure track Assistant Professor of Public Administration at SUNO. The appointment will begin February 1, 2022.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gregory D. Ford".

Gregory D. Ford, Ph.D.  
Vice-Chancellor for Academic Affairs



JOB CLASS				
JOB CODE				
CAL ID				

**SOUTHERN UNIVERSITY SYSTEM**

Personnel Action Form

POSITION NUMBER							
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CAMPUS: SUS  SUBR  SULAC  SUAREC  SUNO  SUSLA

EMPLOYMENT CATEGORY: 9-MONTH  12-MONTH  OTHER  (Specify) \_\_\_\_\_

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

Previous Employee \_\_\_\_\_ Reason Left \_\_\_\_\_  
 Date Left \_\_\_\_\_ Salary Paid \_\_\_\_\_

**Profile of Person Recommended**

Length of Employment July 1, 2022 To June 30, 2022

Effective Date Feb. 1, 2022

Name Kimberly R. Andrews SS# xxx-xx- Sex Female Race\* Black

Position Title: Asst. Professor-Tenure Track Department: Academic Affairs

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

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

Years Experience \_\_\_\_\_ Southern University Experience 0

Degree(s):	Type/Discipline (BA-Education):	Institution/Location (SU-Baton Rouge):	Year:
	<u>Ph.D Leadership Studies</u>	<u>Our Lady of the Lake University-Texas</u>	<u>2017</u>
	<u>M. M-Public Administration</u>	<u>University of Phoenix-Phoenix, Az</u>	<u>2010</u>
	<u>B.A. Spanish</u>	<u>Prairie View A&amp;E-Texas</u>	<u>1995</u>

Current Employer Southern University at New Orleans

**Personnel Action**

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

Recommended Salary \$0.00 Salary Budgeted \$0.00

Source of Funds \_\_\_\_\_

Identify Budget: \_\_\_\_\_ Location \_\_\_\_\_  
 Form Code: \_\_\_\_\_ Page \_\_\_\_\_ Item # \_\_\_\_\_

Change of: \_\_\_\_\_

Position \_\_\_\_\_  
 Status \_\_\_\_\_  
 Salary Adjustment \_\_\_\_\_

Financial Aid signature (if, applicable):

List total funds currently paid this employee by Southern University:

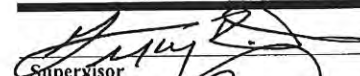
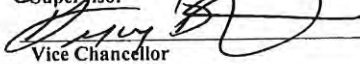
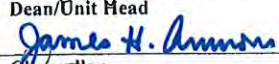
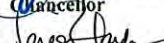
\*See Reverse Side

Comments: (Use back of form)

Source of Funds	Amount
N/A	\$0.00

\*See Reverse Side

Graduate School signature (if, applicable):

 Supervisor	<u>2/2/2022</u> Date	<u>Gregory Ford</u> Dean/Unit Head	<u>2/2/2022</u> Date
 Vice Chancellor	<u>2/2/2022</u> Date	 Chancellor	<u>2/2/2022</u> Date
Director/Personnel	Date	 Vice President/Finance Business Affairs/Comptroller	Date
President	Date	Chairman/S.U. Board Of Supervisor	Date

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

**ETHNIC ORIGIN (Please check one):**

\_\_\_\_\_ Hispanic or Latino \_\_\_\_\_ Non-Hispanic or Non-Latino

**RACE (Please check all that apply):**

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

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

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

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

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

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**COMMENTS:**

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**EMPLOYEE REGULAR WORK SCHEDULE:** \_\_\_\_\_

**EMPLOYEE DIRECT SUPERVISOR:** \_\_\_\_\_

**NUMBER OF EMPLOYEES SUPERVISED, (if any)** \_\_\_\_\_

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

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

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

**CLASS OF EMPLOYMENT (VISA STATUS):**

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

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

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

- \_\_\_\_\_ Approved Position Vacancy Authorization Form (applicable for new and replacement positions)
- \_\_\_\_\_ Position Vacancy Announcement (position advertised before processing PAF, if applicable)
- \_\_\_\_\_ Pre-Employment Application Form (Civil Service Application for classified employees)
- \_\_\_\_\_ Supervisory Criminal/Background Check Forms and Authority to Release (signed by employee)
- \_\_\_\_\_ Exemptions Survey Form
- \_\_\_\_\_ Proposed Employee Appointment
- \_\_\_\_\_ Proposed Employee Clearance
- \_\_\_\_\_ Restricted/ Job Appointment/CS Rule 6.5g Letter of Justification (for classified, if applicable)

# Kimberly R. Andrews, Ph.D.

Email: [bmotivated2change@gmail.com](mailto:bmotivated2change@gmail.com)

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## PROFESSIONAL SUMMARY

Dynamic and experienced student success/student development administrator with more than 15 years of progressive leadership in higher education. Highly relational professional dedicated to building and maintaining a reputation built on service, quality and growth. Proven supervisor of faculty, professional level staff, and student workers dedicated providing opportunities to allow others achieve their full potential. Highly skilled, student – centered, and results – oriented workshop facilitator and grant writer securing nearly **\$10 Million** in funding. Strong advocate for higher education opportunities for low-income, first-generation, and traditionally underserved populations. Respected relational leader dedicated to building solid relationships across campus communities.

## AREAS OF EXPERTISE

Leadership/Team Growth  
Communication  
Diversity/Inclusion  
Data Analysis

Student Success Planning  
Non-Profit/Grant Writing  
Relationship Management  
Process Improvement

Budget Management  
Strategic Planning  
Policy Development  
Training and Development

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## EDUCATION

**Doctor of Philosophy**, Leadership Studies, *Our Lady of the Lake University, San Antonio, Texas*

**Master of Management**, Public Administration, *University of Phoenix, Phoenix, Arizona*

**Bachelor of Arts**, Spanish, *Prairie View A&M University, Prairie View, Texas*

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## PROFESSIONAL EXPERIENCE

*Associate Vice Chancellor for Institutional Effectiveness and Student Success*

November 2021 - Present

*Southern University at New Orleans*

*Reporting to the Vice Chancellor for Academic Affairs, the Associate Vice Chancellor for Institutional Effectiveness and Student Success is responsible for providing leadership for the evaluation of instructional programs, student support programs and strategic planning functions to enhance the student success at the University. The position supports the University maintaining an environment conducive to learning and growth to meet the mission of the University and maintain its accreditations, using quality data to drive decision-making. This position also partners with faculty and staff to provide support for increased retention and student success.*

- Provide leadership and oversight for assigned areas including the departments of Institutional Effectiveness and its personnel.
- Plan, organize, control, and direct operations and activities involved in the research, review, analysis, interpretation, and reporting of a variety of data and information used in assessing institutional effectiveness and student success.
- Coordinate the use of data analysis in decision-making throughout the institution to identify information needed for decisions that are consistent with the College's mission, goals, core values and strategic plan.



# Kimberly R. Andrews, Ph.D.

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- Design, develop and conduct major institutional research studies, perform statistical analyses and prepare and present reports utilizing sound research practices that foster a culture of evidence and informed decision-making.
- Provide leadership and guidance on the assessment of the instructional programs within the college.
- Adhere to and foster high standards of ethical conduct, compliance with all applicable laws and regulations, and appropriate financial oversight and controls.
- Deliver quality customer services to both internal and external constituents in a professional helpful and courteous manner.
- Maintain sensitivity, understanding, and respect for a diverse academic environment, inclusive of students, faculty, and staff of varying social, economic, cultural, ideological, and ethnic backgrounds.
- Oversee all first-year, second-year, and retention and persistence efforts, leading to student success.
- Other duties as assigned.

***Dean, The University College***

**August 2020 – October 2021**

***QEP Director***

***Assistant Professor (tenure track), College of Business***

**Fort Valley State University**

*Reporting to the Provost and Vice President of Academic Affairs, the Dean is responsible for providing leadership in implementing comprehensive student academic assistance, student engagement, experiential learning, study abroad, first and second year programming, and academic advising to facilitate the successful retention and progression of students. Oversight includes academic success services, honors program, tutorial and learning support, TRIO Student Support Services and reading and writing labs.*

- Developed the agenda for the University College in relation to the strategic priorities of the university related to student success, engagement, transfer matriculation, and retention and graduation.
- Administered the Title III activity that supports programs administered by the University College.
- Oversaw the strategic planning, assessment, and evaluation of the University College's programs and services.
- Developed strategic relationships with the Office of Recruitment and Admissions, Academic Affairs, Student Success and Enrollment Management, Campus Life, Residence Life and Housing, Career Services, and other academic colleges.
- Built collaboration with Institutional Research, Planning and Effectiveness that will be key to building baseline data for measuring effectiveness of programs and services.

**Selected Achievements:**

- Implemented virtual advising and registration for new and returning students.
- Designed e-forms used for academic services.
- Created Wildcat-to-Wildcat program to aid in retention of academically at-risk students. 74% retention rate was achieved.

***Associate Vice President for Student Retention***  
**Edward Waters College**

**March 2019 – August 2020**

# Kimberly R. Andrews, Ph.D.

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*Inaugural administrative role responsible for developing and implementing the College's student success initiatives and building a retention plan focused primarily on academic assistance. Provided oversight of First and Second-Year Experience, Academic Advising, New Student Orientation and Week of Welcome, the newly instituted summer bridge program, and the newly created Tiger Center for Academic Persistence and Success, which includes the math and writing centers, tutoring, and academic skills workshops. Responsible for creating a strategic plan to positively impact key academic metrics related to retention, persistence, and graduation.*

- Created and implemented the plan for the President's newly instituted Rev. Charles H. Pearce Summer Institute (EWC Summer Bridge Program).
- Oversaw the creation and design of the new student orientation program in collaboration with the Office of Student Success and Engagement.
- Created the plan that actualized the President's vision for the newly created Tiger Center for Academic Persistence and Success (TCAPS).
- Designed new advising model for TCAPS, which includes proactive and intrusive advising, early alert system, and all related documentation used.
- Conducted orientation and training for all staff, including ongoing trainings relating to advising and student retention.
- Developed multiple collaborations across the campus to develop campus-wide retention efforts.
- Oversee launching of various workshops relating to academic success.
- Lead and provide all efforts related to intervention methods designed to assist students with persisting academically.
- Provide overall supervision of staff, student workers, and general education faculty who serve as Academic Advisors for first and second year students.
- Created various assessments that will measure effectiveness of newly developed strategies, develop key metrics, and aid in modifying services for optimum student success.

## **Selected Achievements:**

- Wrote curriculum for Intro to College class and provided dual enrollment training for Duval County Public Schools to align with College's course.
- Achieved 97% retention rate of students from summer bridge program to fall semester.
- Developed website and various marketing materials for publication.
- Created and manage all social media which has increased first-year participation by 80%.
- Increased participation in First Year Common Read by 75%.

## **Principal Consultant and Founder**

**2018 - Present**

### **Kharis Academy**

*Keynote speaker, workshop facilitator, and motivational speaker for both for-profit and non-profit entities, including: K-12, faith-based organizations, and organizational leadership. Responsible for creating and presenting custom-designed workshops to meet needs of the organization. Collaborated with entities for coordination of resources, marketing, and communication for events. Leadership consultant, developing and coaching aspiring leaders using research-based techniques.*

- Workshop facilitator with average workshop size of 75 participants.
- Developed and/or presented more than 30 workshops in Texas and Louisiana.
- Radio and internet guest speaker on several broadcasts.

# Kimberly R. Andrews, Ph.D.

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**Director, TRIO Programs**

**2012 – 2017**

**Virginia Polytechnic Institute and State University (Virginia Tech)**

*Senior administrative officer responsible for the implementation, management, supervision, and evaluation of federal, state, and local educational and career opportunity programs. Prepared, administered, and managed multiple grants. Responsible for coordination of all activities associated with grants, which included: development of recruitment plans for programs, student enrollment persistence, and retention in programs, college entrance exams, financial aid and financial literacy, student admission to postsecondary institutions, first year experience, career development, maintenance of student records, assessment and evaluation of programs, and strategic planning for programs. Awarded nearly \$10M in funding.*

- Provided budgetary and expenditure management of nearly \$800K budget and administration to multiple areas.
- Responsible for the supervision and direction of department which included six (6) direct reports, 20 part-time and adjunct staff and faculty, and nine (9) student workers, and staff of 30 volunteers.
- Prepared grant proposals designed to enhance student support, engagement, and success.
- Created student volunteer network for tutorial services in gateway and other needed courses.
- Established partnerships with community organizations in target school areas to provide services to students.
- Created new marketing materials for recruitment and included use of social media and other mediums for communication.
- Rebranded office, and reorganized structure of programs.
- Created policy and procedure manuals for office procedures and eliminated redundancies.
- Utilized state and national data systems to formulate baseline used to develop ambitious yet obtainable goals.
- Created formative and summative assessments that created local, “real time” data which drove planning and modification of future student events and services.
- Responsible for supervising and coordinating all summer programming for incoming freshmen and continuing students.
- Created workshops and out-of-classroom experiences to meet student needs.
- Coordinated monthly financial literacy workshops and spring semester FAFSA workshops for parents and students.
- Created spring parent workshop series for transitioning students to college.
- Coordinate college and career fairs based on student interest, retained by assessments.
- Collaborated with various TRIO programs and secondary schools to provide college tours, and orientation for prospective and incoming students.
- Collaborated with other university entities to provide exposure and services to students.
- Consistently monitored policies on both the state and federal level that could potentially impact services to students.
- Prepared and submitted local, institutional, regional, and federal Annual Progress and Performance Reports, through collaboration with Office of Institutional Research (federal grants akin to five-year longitudinal study).

**Selected Achievements:**

- Increased attrition rate for Hispanic and African American populations by 55% on average.
- Increased first-year retention rate from 60% to 75%, second-year retention rate from 50% to 80%
- Managed new processes through acquisition of databases for programs to assist with more efficiency in enrollment management, data management, and state and federal

# Kimberly R. Andrews, Ph.D.

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reporting.

- Responsible for oversight of \$400K renovation project for offices, and redesign of website.
- Awarded nearly \$900K for five consecutive years in refunding for previously served grant areas.
- Received new funding of \$630K for five consecutive years which allowed for expansion of services into two new cities; one had not been served previously by any programs.
- Grant funding total – **Est. \$9.8 Million** during tenure at institution.

## ***Interim Director, UT Outreach – Houston***

**2011 – 2012**

### **The University of Texas at Austin**

*Responsible for providing oversight to Houston office. Facilitated program planning and development, implementation, and delivery of curriculum, programs, and services. Integrated programs and developed two-tiered approach to services. Responsible for forming strategic partnerships with school district personnel and local organizations to expand resources available to students. Established relationships with four rural school districts and created Memorandums of Understanding for new relationships. Represented UT – Austin and UT Outreach – Houston to the local community, University staff, and various organizations in the greater Houston area.*

- Maintained and oversaw Houston operating budget of \$280K.
- Created annual reports for submission to Texas Legislature and Department of Education, reporting on retention and first-year experience.
- Rebuilt and rebranded program, including website and publications.
- Developed needs assessments and general surveys related to services provided to aid in development of new programming and modification of existing programming.
- Wrote three local grants, totaling \$20K for additional funds to provide services to students in STEM, health and fitness, and career assessment.

### **Selected Achievements:**

- Established relationship with Kashmere High School principal which led to securing space at school (embedded programming). Resulted in increased participation by 40%.
- Increased enrollment and retention of students at targeted schools from 60% to 75% in first year.
- Certified financial literacy trainer. Provided workshops in budgeting, saving, investing, and donations.

## ***Asst. Director/Prog. Coord. – UT Outreach – Houston***

**2009 – 2011**

### **The University of Texas at Austin**

*Managed office in absence of director; Established relationships with high schools within HISD to provide services and resources that would prepare students for matriculation to the post-secondary institution of their choice; Recruited, enrolled, and served an average of 600 students per year, with 95% attending a community college or a four-year university; Developed various relationships and collaborated with organizations throughout the greater Houston area; Created and developed curriculum relating to social, financial, and educational skills.*

- Trained and managed 6 new staff and 10 volunteers.
- Prepared multiple reports regarding service delivery for the University.
- Revised emergency plan.
- Advised students regarding admissions, course scheduling, and financial aid.
- Planned and coordinated various evening and weekend events, including college workshops, career days, Explore UT, and University Jumpstart program.
- Guest panelist for multiple Career Days with partner school districts.

### **Selected Achievements:**

- Established new relationships with four new school districts (RAP Schools).

# Kimberly R. Andrews, Ph.D.

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- Created and organized the Kashmere – STEER Week at UT – Austin.
  - Worked to obtain university buy-in and support for program;
  - Received \$40K in in-kind donations.
  - Collaborated with multiple university departments for initiative; and
  - Obtained data and submitted report relating to institutional effectiveness of program.

## ***Program Coordinator – Educational Talent Search***

**2006 – 2008**

### **Lone Star College System – North Harris Campus**

*Previously responsible for developing relationships with Aldine, Spring, and Klein Independent School Districts. Recruited, enrolled, and served an average of 250 students per year, with 90% attending a community or four-year college their first year after graduation. Prepared weekly and monthly reports in accordance with federal guidelines. Maintained records and generated reports through student information software.*

- Provided services to underserved students within System’s target area, relating to components of successful enrollment and retention.
- Developed strong working relationships with school administrators and College Connection Counselors at various target schools, which aided in recruitment.
- Collaborated with community organizations to provide services for students which included: etiquette training, interviewing skills, and networking tips.
- Re-wrote curriculum for program to enhance student services.

### **Selected Achievements:**

- Created and developed Student Leadership Conference to serve Houston-area programs.
- Created database training manual for new staff.

## ***Project Counselor, Upward Bound***

**2003 –2006**

### **Houston Community College System – Central Campus**

*Previously responsible for recruiting students within low-income schools in the Houston Independent School District. Successfully transitioned students from incoming freshmen to upperclassmen with a 100% retention rate before transferring caseload to upperclassmen counselor. Wrote and developed curriculum for in-school workshops (financial aid, choosing a major, choosing a college, financial literacy, and other life skills) which prepared students for a college-going culture. Prepared weekly and monthly reports in accordance with federal guidelines.*

- Counseled, advised, and implemented weekly academic workshops and programs for students.
- Prepared and maintained program participant files.
- Supervised all activities related to program participants, including cultural, educational, and college tours.
- Revised recruitment strategies for program which led to an enrollment increase of 10% in first year.
- Assisted the Program Director in preparing the Annual Performance Report for submission to Department of Education.
- Wrote monthly articles for Upward Bound newsletter.

### **Selected Achievements:**

- Increased African American participants from 50% to 60%.
- Coordinated a minority mentoring program for African American and Hispanic participants, which led to increased confidence, social skills, and relationship building.

# Kimberly R. Andrews, Ph.D.

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## HIGHER EDUCATION TEACHING EXPERIENCE

### *Faculty*

**Fort Valley State University** 2020 - Present

- FVSU 0100 (online)

### *Adjunct Faculty*

2019 – 2020

**Edward Waters College**

- SLS 1103
- SLS 1103 Honors

### *Instructor*

2012 – 2017

**Virginia Tech**

**(Spring and Summer Only)**

- Taught First Year Experience course for summer bridge students.
- Taught College Transition course for graduating seniors preparing to leave for college.
- Taught college and career class to rising high school seniors.
- Taught leadership skills class to 9th – 12th grade students.

### *Curriculum Developer/Instructor (Adjunct)*

Fall 2010

**Lone Star College System – Montgomery College**

- Wrote and developed curriculum for supervisor certification programs (beginning, intermediate, and advanced).
- Taught beginning supervisor certification classes.

## OTHER TEACHING EXPERIENCE

### *English Instructor*

2017 – 2018

**Goodrich ISD – Goodrich High School**

*Temporary position to fill in for a mid-year vacancy. In addition to assigned duties (Speech Communications, English 3, English 4, and Business English), assisted high school seniors with college searches, assisted dual enrollment students with Spanish lessons, and translated parent meetings when needed.*

### *Spanish Instructor, Peer Mediator Sponsor*

2001 – 2003

**Hempstead ISD – Hempstead Middle School**

~~*Developed curriculum for introducing Spanish classes to middle school students and linking it with high school requirements. Created "college awareness series" in 7th and 8th grade classes. Developed a peer mediation and mentoring group within school district. Developed and implemented a six-week training program for students before dispersing students to various classes.*~~

### *Spanish Instructor & Coach*

1995 – 1998

**North Forest ISD – Forest Brook High School**

*Taught high school Spanish to grades 9-12. Coached freshman volleyball team. Assisted with JV and Varsity volleyball and track teams. Translated in parent meetings when needed.*

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## GRANT AWARDS AND FUNDING

- Andrews, K., Principal Investigator. (2018) Army Educational Outreach Program's STEM-focused UNITE grant. **Funded \$40,000.**
- Andrews, K., Principal Investigator. (2017) Army Educational Outreach Program's STEM-

## Kimberly R. Andrews, Ph.D.

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- focused UNITE grant. **Funded \$30,000.**
- Andrews, K., Principal Investigator. (2017) U.S. Department of Education, new Upward Bound program - Roanoke City Schools. **Funded \$315,155** for five years. **Total \$1,575,775.**
  - Andrews, K., Principal Investigator. (2017) U.S. Department of Education, new Upward Bound program - Salem City Schools. **Funded \$315,155** for five years. **Total \$1,575,775.**
  - Andrews, K., Principal Investigator. (2017) U.S. Department of Education, Upward Bound program – SW Virginia Schools. **Funded \$549,579** for five years. **Total \$2,747,895.**
  - Andrews, K., Principal Investigator. (2017) U.S. Department of Agriculture Summer Food Service Program. **Funded for \$27,000.**
  - Andrews, K., Principal Investigator. (2017) Lynchburg Foundation. **Funded for \$5,000** for transportation from Lynchburg, VA to Blacksburg, VA.
  - Andrews, K., Principal Investigator. (2016) Department of Education, Talent Search program – SW Virginia Schools. **Funded \$348,779** for five years. **Total \$1,743,895.**
  - Andrews, K., Principal Investigator. (2016) U.S. Department of Agriculture Summer Food Service Program. **Funded for \$22,110.**
  - Andrews, K., Principal Investigator. (2016) Army Educational Outreach Program’s STEM-focused UNITE grant. **Funded \$22,000.**
  - Andrews, K., Principal Investigator. (2016) Lynchburg Foundation. **Funded for \$5,000** for transportation from Lynchburg, VA to Blacksburg, VA.
  - Andrews, K., Principal Investigator. (2015) U.S. Department of Agriculture Summer Food Service Program. **Funded for \$24,000.**
  - Andrews, K., Principal Investigator. (2015) Best Buy Community Grant. **Funded for \$3,000** for digital thermometers and video equipment to assist with summer component classes.
  - Andrews, K., Principal Investigator. (2015) Lynchburg Foundation. **Funded for \$5,000** for transportation from Lynchburg, VA to Blacksburg, VA.
  - Andrews, K., Principal Investigator. (2014) U.S. Department of Agriculture Summer Food Service Program. **Funded for \$38,800.**
  - Andrews, K., Principal Investigator. (2014) New River Valley Community Foundation “Summer Science Fun”. **Funded for \$6,000** to buy science equipment for experiments.
  - Andrews, K., Principal Investigator. (2014) Lynchburg Foundation. **Funded for \$5,000** for transportation from Lynchburg, VA to Blacksburg, VA.
  - Andrews, K., Principal Investigator. (2013) New River Valley Community Foundation “Evening of Culture” to Abingdon Theater. **Funded for \$4,000** for transportation, dinner, and tickets to musical, “Little Shop of Horrors.”
  - Andrews, K., Principal Investigator. (2013) Lynchburg Foundation. **Funded for \$5,000** for transportation from Lynchburg, VA to Blacksburg, VA.
  - Andrews, K., Principal Investigator. (2013) U.S. Department of Agriculture Summer Food Service Program. **Funded for \$42,000.**
  - Andrews, K., Principal Investigator. (2012) New River Valley Community Foundation “Evening of Culture” to Abingdon Theater. **Funded for \$4,000** for transportation, dinner, and tickets to musical, “Legally Blonde.”
  - Andrews, K., Principal Investigator. (2012) Department of Education, Upward Bound program – SW Virginia Schools. **Funded \$462,993** for five years. **Total \$2,314,965.**
  - Assisted in creating WTL Endowment Fund, dedicated to filling financial gaps for low- income,

# **Kimberly R. Andrews, Ph.D.**

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first generation first-time college students (2014).

- Successfully cultivated multiple-year donations for Tom Wilson Memorial Scholarship (2012-2017).
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## **ACADEMIC SERVICE AND INSTITUTIONAL COMMITTEES**

- Hiring Committee, Associate Provost of Academic Affairs
  - Hiring Committee, Coordinator of Access and Accommodations (Chair)
  - Association of American Colleges and Universities College Representative
  - Rev. Charles H. Pearce Advisory Committee (Chair)
  - New Student Orientation and Week of Welcome Committee (Member)
  - Graduation Ceremony Planning Committee (Member)
  - “Stay Woke” President’s Distinguished Speaker Series Committee (Member)
  - Edward Waters Inaugural Honor College Advisory Committee (Member)
  - Diversity and Outreach Communications Committee
  - VAEOPP Western Drive-In Conference (Chair and Host)
  - VAEOPP Emerging Leaders Institute (Chair and Mentor)
  - MEAEOPP Emerging Leaders Institute (Instructor and Mentor)
  - Emergency Response Team Member
  - Black Faculty and Staff Caucus
  - Continuity of Operations Planning Committee
  - Hiring Committee, Upward Bound Assistant Director (Chair)
  - Hiring Committee, Upward Bound Project Advisor (Chair)
  - Hiring Committee, Talent Search Project Advisor (Chair)
  - Hiring Committee, Upward Bound Summer Instructors (Chair)
  - Student Services Task Force
  - Lone Star College System Magazine Editorial Board
  - TASSSP Proposal Committee (Chair), 2008 & 2010
  - TASSSP Conference Planning Committee (Co-Chair)
  - Asst. Advisor, Mu Alpha and Nu Psi Chapters of Delta Sigma Theta Sorority, Inc.
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## **CERTIFICATIONS AND TRAININGS**

- Certificate in Institutional Research, Our Lady of the Lake University (December 2016)
- 48 hours Leadership Excellence (May 2016)
- 8 hours - Title IX Administrative Training (Feb. 2016)
- 64 hours - Women’s Leadership and Mentoring Program (May 2014)
- 32 hours - Diversity Ally Certificate Program, Virginia Tech (June 2014)
- Certificate in Institutional Research, Virginia Tech (March 2013)
- 24 hours - Certified Financial Literacy Training (January 2011)
- SWASAP Emerging Leader’s Institute (November 2009)
- TASSSP Emerging Leader’s Institute (April 2008)



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## SELECTED PRESENTATIONS AND WORKSHOPS

Andrews, K. (2018). *Renew. Rediscover. Reclaim.* Presentation at 2<sup>nd</sup> Annual Women's Conference, Cleveland, TX

Andrews, K. (2018). *Move Out of My Way! I'm Serving!* Presentation at Community Workshop, Shepherd, TX

Andrews, K. (2017). *An Examination of the Relationship Between Pastoral Leadership Style and Organizational Religiousness in the African American Church.* Dissertation, Our Lady of the Lake University, San Antonio, TX.

Andrews, K. (2016). *The Googeverse.* Presentation at the western drive-in conference of the Virginia Association of Educational Opportunity Program Personnel, Blacksburg, VA.

Andrews, K. (2016). *F.L.A.M.E. O.N.* Presentation at the annual conference of the Virginia Association of Educational Opportunity Program Personnel, Newport News, VA.

Andrews, K. (2015). *D.A.N.G.E.R.* Presentation at the annual conference of the Mid-Eastern Association of Educational Opportunity Program Personnel, Dover, DE.

Andrews, K. (2013). *iCame, iLed, iConquered.* Presentation at the annual Virginia Networking Women's Conference, Roanoke, VA.

Andrews, K., & Johnson, T. (2012). *I Do It for the Money: School or Work?* Presentation at the annual Southwest Association of Student Assistance Programs Conference, New Orleans, LA.

Andrews, K., & Turntine, J. (2011). *New or Old: We're All in This Together.* Presentation at the annual Southwest Association of Student Assistance Programs Conference, Oklahoma City, OK.

Andrews, K. (2011). *Legs and Regs for Dummies.* Presentation at the annual Texas Association of Student Assistance Programs Conference, Austin, TX.

Andrews, K. (2010). *The Audacity to D.R.E.A.M.* Presentation at the annual Southwest Association of Student Assistance Programs Conference, Albuquerque, NM.

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## PROFESSIONAL AND COMMUNITY AFFILIATIONS

- Linda Lorelle Scholarship Foundation, Board Member
- The Well New Life Fellowship
  - Pastor's Administrator
  - Praise and Worship Team
  - Altar Care Ministry
- Texas Association of Black Professionals in Higher Education (TABPHE)
- Texas Association of Student Special Services Programs (TASSSP)
  - Conference Co-Chair, 2007
  - Call for Proposals Chair, 2007
  - Emerging Leaders Institute Graduate, 2008

## **Kimberly R. Andrews, Ph.D.**

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- Conference Co-Chair, 2011
- Southwest Association of Student Assistance Programs (SWASAP)
- Mid-Eastern Association of Educational Opportunity Programs (MEAEOPP)
- Virginia Association of Educational Opportunity Programs (VAEOPP)
  - Emerging Leaders Institute Chair, 2013-2015
- Council for Opportunity in Education (COE)
- American College Personnel Association (ACPA)
- NASPA – Student Affairs Administrators in Higher Education
- NACADA
- Dominion Church International (Pastor’s Administrator)
- Toastmasters International, Inc. (Houston, North Harris Chapter)
  - Vice President of Public Relations, 2011-2012
- Delta Sigma Theta Sorority, Incorporated (Blacksburg Alumnae Chapter)
  - Secretary/Treasurer, 2014
  - Vice President, 2014-2015
  - President, 2015
- Surge Ministries
  - Advisor, Inaugural Leadership Council
  - Altar Care Ministry
  - Trainer, Spiritual Gifts



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OFFICE OF THE CHANCELLOR-DEAN

March 2, 2022

Dr. Ray Belton, President  
Southern University System  
4<sup>th</sup> Floor J. S. Clark Admin Bldg.  
Baton Rouge, LA 70813

**Re: Request for SU Board Approval – Salary Increase and title change for Dr. Christopher J. Rogers, Sr.**

Dear President Belton:


This correspondence is to request your approval and the Southern University Board of Supervisors for a salary increase and title change for Dr. Christopher J. Rogers, Sr. who currently serves as the Deputy CIO – Client Services for Southern University Agricultural, Research and Extension Center/College of Agricultural, Family and Consumer Sciences.

Dr. Rogers provides leadership to the Ag Center Campus for strategic planning related to administrative, instructional, and communications technology; develops annual and strategic plans through collaborative processes to meet the University's evolving technological needs; and ensures compliance with applicable law and regulation and IT best practices. He oversees the Office of Technology and communications including the budget, the management of IT and Communications staff, the preparation of administrative processes and strategies, and works with and/or assists faculty, staff, and students.

<ul style="list-style-type: none"> <li>• <b><u>Current Salary and Title</u></b> \$94,050 Depute CIO – Client Services</li> </ul>	<b><u>Proposed Salary and Title</u></b> \$100,000 Associate Vice Chancellor of Communications & IT
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This position is funded by state funds. Please let me know if you have any questions. Thank you for your consideration of this request.

Sincerely,

  
Orlando F. McMeans, PhD  
Chancellor-Dean

Approval:

\_\_\_\_\_  
Ray L. Belton, PhD  
President-Chancellor

\_\_\_\_\_  
Date



JOB CLASS			
JOB CODE			
CAL ID			

**SOUTHERN UNIVERSITY SYSTEM**

**Personnel Action Form**

POSITION NUMBER							
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CAMPUS: SUS  SUBR  SULAC  SUAREC  SUNO  SUSLA

EMPLOYMENT CATEGORY: 9-MONTH  12-MONTH  OTHER  (Specify) \_\_\_\_\_

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

Previous Employer \_\_\_\_\_ Reason Left \_\_\_\_\_  
 Date Left \_\_\_\_\_ Salary Paid \_\_\_\_\_

**Profile of Person Recommended**

Length of Employment June 1, 2021 To July 30, 2022  
 Effective Date April 1, 2022

Name Christopher J. Rogers, Sr. SS# XXX-XX-0552 Sex Male Race\* AA  
("S" number)

Position Title: Associate Vice Chancellor of Communications and IT Department: Office of Technology

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

U	S
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(Position vacancy authorization form must be processed and approved to fill existing and new positions. The position must be advertised before processing PAR, if applicable.) Expiration Date: \_\_\_\_\_

Years Experience 25+ Years Southern University Experience 25+ Years

Degree(s)	Type/Discipline (BA-Education):	Institution/Location (SU-Baton Rouge):	Year:
	<u>BA-Liberal Arts</u>	<u>Southern University and A&amp;M College</u>	<u>1990</u>
	<u>MA-Liberal Arts Mass Comm.</u>	<u>Southern University and A&amp;M College</u>	<u>1991</u>
	<u>MA-Library &amp; Information Sci.</u>	<u>Louisiana State University</u>	<u>1997</u>

Current Employer Southern University Agricultural Research and Extension Center

**Personnel Action**

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

Recommended Salary \$100,000 Salary Budgeted \$100,000

Source of Funds State

Identify Budget: 611001-64050-66000 Location \_\_\_\_\_  
 Form Code: \_\_\_\_\_ Page \_\_\_\_\_ Item # \_\_\_\_\_

Change of: From \_\_\_\_\_ To \_\_\_\_\_

Position Full-time Full-time  
 Status \$94,050 \$100,000  
 Salary \_\_\_\_\_  
 Adjustment \_\_\_\_\_

Financial Aid signature (if applicable):

List total funds currently paid this employee by Southern University:

Source of Funds	Amount
<u>61001-64050-66000</u>	<u>\$94,050</u>

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

\*See Reverse Side

Graduate School signature (if applicable):

<u>[Signature]</u> _____ <u>2/24/2022</u> Supervisor Date	<u>[Signature]</u> _____ <u>2/24/2022</u> Dean/Unit Head Date
<u>[Signature]</u> _____ <u>2/24/2022</u> Vice Chancellor Date	<u>[Signature]</u> _____ <u>2/24/2022</u> Chancellor Date
<u>[Signature]</u> _____ <u>2/24/2022</u> Director/Personnel Date	_____ Vice President/Finance Date
_____ President Date	_____ Chairman/S.U. Board of Supervisors Date

RGS 2/25/2022



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

**ETHNIC ORIGIN (Please check one):**

Hispanic or Latino  Non-Hispanic or Non-Latino

**RACE (Please check all that apply):**

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

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

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

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

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

**COMMENTS:**

**EMPLOYEE REGULAR WORK SCHEDULE:**

Monday – Friday 8:00 am – 5 pm

**EMPLOYEE DIRECT SUPERVISOR:**

Dr. Orlando F. McMeans

**SUPERVISOR/DEPARTMENT CONTACT NUMBER**

(225) 771-4310

**NUMBER OF EMPLOYEES SUPERVISED, (if any)**

0

**HR USE ONLY: STATUS (circle one):**

EXEMPT

NON-EXEMPT

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

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

**CLASS OF EMPLOYMENT (VISA STATUS):**

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

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

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

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

**FUNDS AVAILABLE**  
OFFICE OF THE AGRICULTURE  
RESEARCH AND EXTENSION  
SOUTHERN SOUS RESEARCH SYSTEM  
FINANCE & ADMINISTRATION SECTION

2/24/2022



**SOUTHERN UNIVERSITY - BATON ROUGE, LA 70813**

SUS  SUBR  SULAC  SUAREC  SUNO  SUSLA

\*\*\*\*\*

**POSITION VACANCY AUTHORIZATION**

\*\*\*\*\*

REQUEST THAT THE POSITION TITLE Associate Vice Chancellor of Communications and IT AS DESCRIBED BELOW  
 BE AUTHORIZED AS A VACANCY FOR Southern Ag Research an Extension Center  
 (Department or Unit)

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

**VACANCY DESCRIPTION AND JUSTIFICATION**

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

A twelve-month position the Associate Vice Chancellor of Communications and IT, shall have the following duties: Reporting to the Chancellor and serving as a member of the senior leadership team, the CIO has responsibility for planning and delivery of all instructional, administrative, and communication services (electronic and print communications i.e. desktop publishing, video and multimedia productions, multimedia production) at the Center and will oversee all Southern University Agricultural Research and Extension (SUAREC) and the College Of Agricultural, Family and Consumer Sciences (CAFCS) technology and communications staff. The CIO is responsible for leading the use of New and emerging technologies and the adaptation of existing technologies for the development of current and future initiative and ventures at SUAREC.

Salary/Range: \$100,000 Previous Incumbent (if replacement): N/A

Approved  Disapproved \_\_\_\_\_ 2/24/2022  
 Department Head Date

Approved  Disapproved \_\_\_\_\_ 2/24/2022  
 Dean/Director/Supervisor of Budget Unit Date

FINANCE/BUDGET OFFICE ONLY	
Funds Available	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>Amatto Miller</u>	<u>2/24/2022</u>
Signature	Date
Budget Number	611001-64050-66000

HUMAN RESOURCES OFFICE ONLY			
Existing/Approved Position			
<input type="checkbox"/> Yes		<input type="checkbox"/> No	
Employee Class:		Job Class:	
Verified By:			Date:

Approved  Disapproved \_\_\_\_\_  
 Vice Chancellor Date

Approved  Disapproved \_\_\_\_\_ 2/24/2022  
 Chancellor/Vice President Date

Approved  Disapproved \_\_\_\_\_  
 President Date

An Equal Opportunity Employer



# Christopher J. Rogers, Sr., Ph.D.

Email: [crogers1914@gmail.com](mailto:crogers1914@gmail.com) | Twitter: @rmwork | Instagram: @rmwork1914 | LinkedIn: @rmwork1914

**Citizenship:** Yes

**Special Hiring Authority:** Veteran Preference

**Federal Experience:** Yes – Military (State Government)

## HIGHLIGHTS OF QUALIFICATIONS

25 plus years of experience in the field of Information Technology and Communications. Those experiences include the following:

- *Skilled in Project Management, Asset Management, Procurement, Risk Management, and System's Administration.*
- *Skilled team leader, team member, and independent contributor in strategic decisions.*
- *Served as campus Project Manager for Southern University System-wide Banner Implementation project.*
- *Degree in Library and Information Science with experience in cataloging, data collection, referencing and web technologies.*
- *Serves as an adjunct professor in the areas of information/instructional technology and photography.*
- *Served as chair of the national system technology committee for the 1890's Association of Extension Administrators. Was instrumental in directing and implementing the system's initial Information Technology Strategic Plan.*
- *Experience administering collaborate or other web conferencing systems, i.e., Google Hangouts, Zoom and Skype.*
- *Skilled in software packages to include Microsoft Office 2016 Professional (Word, PowerPoint, Excel, Access, Visio, and Project); Adobe Creative Suite CC (Lightroom, Photoshop, After Effects, Dreamweaver, Bridge, InDesign, Illustrator, Audition, Acrobat Pro); MS Server 2016, Apple Final Cut Pro X and iMovie, Google APPS.*
- *Experience in cloud services (Dropbox, Google Drive, MS One Drive and TEAMS) and*
- *Experience in developing content within Learning Management Systems (LMS) such as Blackboard, Moodle, and Canvas.*
- *Experience in Multimedia Audio/Video and Conferencing Systems: Crestron, Extron, Tandberg VISION 6000, Polycom HDX 8000*
- *Experience working within Content Management System: Joomla 1.5, Bizzuka, Covalent Logic*
- *In addition, I have extensive experience in designing 21<sup>st</sup> century classrooms and has been a professional Photographer for over 30 years.*

## EMPLOYMENT HISTORY

May 2002 – Present

**Deputy CIO – Client Services (formerly named Director of Technology and Communication Services)**

*Southern University Agricultural Research and Extension Center, Baton Rouge, LA*

Lead and manage technology and communication services, including electronic and print communications and information technology services; manage technology funding, budgeting, contract management, acquisition, and asset control systems; direct technology project implementations by developing systems and procedures for project management, responsibility assignments, progress tracking, assessment, and appropriate communication among stakeholders; assist with developing and supporting a communications division comprised of desktop publishing, video and multimedia production, distance learning/education training, and desktop computing environment for employees; Responsible for ensuring that state-of-the-art technology is integrating into all research labs, classrooms, and all the field offices and research sites across the State of Louisiana; develop and effectively implement an on-going training programs to meet the unique

needs for our classroom instructors, research scientists, and state-wide educational consultants; establish long-term technology and communications solutions for the Center, and plan strategies for developing systems and acquiring hardware, software and other equipment to meet application needs in a 21<sup>st</sup> century environment.

### **SUCCESSFUL PROJECTS**

- 2018 - 2019, served as the project manager in successfully connecting three agricultural buildings (Horticulture Building, Meat Processing Lab and Poultry Lab) with fiber connections (WAN), completing a federally funded 5-year plan of work of technology upgrades. – Total \$68,000
- 2017-2018, served as project manager in the implementation of the new Southern University Educational Technology Mobile Unit. The 44-foot unit consist of an 8-seat mobile computer lab, kitchen, mobile research station, state-of-art surveillance system and touch panel control system – Totaled \$789,000.
- 2018 to present, University Site Co - Project Manager, overall technology integration (i.e., network, Audio/Visual, Security for the Newly Federal Funded Multipurpose Building (located at the SU Agricultural Research Farm – Baker, LA). Budget \$86,000
- 2016, Planned, directed, and coordinated the upgraded wide area network by joining the Louisiana Optical Network, thus connecting all the facilities (Research Farm, Southwest Center for Rural Initiatives and Finance Center).
- 2016, Reduced budget cost by consolidating all telecommunications (phone, internet services), centralizing network printing by departments, securing software licensing (i.e., Microsoft/Adobe Campus Licensing) agreements, Standardizing and group purchasing of equipment.
- 2015 - 2019, Managed the coordination of technology upgrades as a part of the 1890 Federal Facilities Grant. This consist of updating all classrooms and conference rooms with state-of-art AV/Distance Learning Technologies and network infrastructure – Total \$485,000
- 2014, Planned, coordinated, and implemented a Wireless Network for the 365-acre Southern University Agricultural Research Lab Farm. - Totaled \$185,000
- 2013, Created, planned, coordinated, and implemented a new Multimedia/Video Production System for the Southern University Livestock Edmond Arena (Baker, LA), to include the upgrade and enhanced the Audio system – Totaled \$250,000; and
- 2002, Managed and coordinated a \$989,000 newly created Technology Center. This Center consist of a Graphics production room, Video Production Control Room, Studio and Demonstration Kitchen.

October 2016 – October 2018

Adjunct Instructor

**Network Technician Program - Education Corporation of America - Virginia College, Baton Rouge, LA**

Planned and implemented curriculum and educational programs for students within the Network Teeh Program. Communicates class content to students so that learning occurs, skills are developed, and students are motivated to learn and achieve their educational objectives. Those duties and responsibilities include the following: Teaches the depth and scope of class materials as outlined in the syllabus and catalog and relates the instruction to careers and employer expectations; Prepare and grades examinations based upon course objectives and published exam schedule and returns all assignments in a timely manner; Implements evaluation for outcomes assessment, and achieves established results while maintaining college standards of student satisfaction; Works creatively in all classes taught to discourage student withdrawal and maintain satisfactory Retention; and Accurately maintains attendance records in accordance with the Attendance Policy, submits class roster daily, maintains a separate record of attendance and grades that is clearly labeled and turned in at the end of the term. Courses taught leading towards certification include: (NET1110 - TCP/IP Network Fundamentals and NET1115 – Network Security Fundamentals).



August 2009, 2010, and 2011 (FALL Semesters)

**Adjunct Professor**

*Mass Communications Department - Southern University, Baton Rouge, LA*

Taught Digital Photojournalism (MCOM 523) course introduced the journalism majors to the basic techniques of photojournalism, accomplished through a series of lectures, demonstrations, and student projects, to include the development of a personal portfolio and a group show.

August 2007 (FALL Semester)

**Adjunct Professor**

*College of Education - Southern University, Baton Rouge, LA*

Taught educational technology course in the department of curriculum and instruction. The course teaches various tools for developing traditional and nontraditional educational materials through the use technology.

September 2000 – February 2001

**Interim Manager – Systems and Technology Office**

*John B. Cade Library - Southern University, Baton Rouge, LA*

Planned, coordinated, and provided leadership/support for automated resources in the library; served as system administrator for the library's local area and wide area network (i.e. Novell 5.0, NT 4.0, Macintosh OS X Server and Windows 2000 Advance Server); managed the Library Learning Resource Center that consists of more than sixty-five computers and a video laboratory; served as system administrator and liaison to the Louisiana Online University Information System (LOUIS); and supervised a support staff nine workers.

January 1994 - Present

**Owner/Operator**

*Rogers Multimedia Works, LLC (RMWORKS, LLC), Baton Rouge, LA*

Is a conceptual information technology, multimedia and communications firm that strives to help its clients reach their ultimate goal whether it's creating a great website, capturing a special event through photography, or designing promotional pieces for personal or professional needs. Based in Baton Rouge, Louisiana, RMWORKS, LLC has extensive experience in: Wedding and Special Events Photography; Special Events Videography; Graphic and Web Design; and Multimedia Design.

October 1997 – April 2002

**Media Librarian/Webmaster**

*John B. Cade Library - Southern University, Baton Rouge, LA*

Planned, developed, and implemented instructional technology services; assisted with the acquisition and updated library resources and technology for all programs; coordinated with the identification of instructional media needs requiring technology support and provided the vision and leadership necessary to identify and select the technology systems and software to fit identified instructional needs; conducted training sessions for faculty, staff and students in the use of new technology equipment and software; managed all content for the Library's Internet homepage and all other functions related to the Web site; analyzed computer hardware and software problems; conducted repairs; setup and performed preventive maintenance on all instructional computing equipment and networks; created and designed multimedia presentations through the use of various software packages; assessed needs on equipment and proposed surpluses and/or purchased technology; assisted in maintaining inventory of the library's equipment; and performed other technology-related duties as required.

October 1997 – April 2002

**Media Librarian/Webmaster**

*John B. Cade Library - Southern University, Baton Rouge, LA*

Planned, developed, and implemented instructional technology services; assisted with the acquisition

and updated library resources and technology for all programs; coordinated with the identification of instructional media needs requiring technology support and provided the vision and leadership necessary to identify and select the technology systems and software to fit identified instructional needs; conducted training sessions for faculty, staff and students in the use of new technology equipment and software; managed all content for the Library's Internet homepage and all other functions related to the Web site; analyzed computer hardware and software problems; conducted repairs; performed preventive maintenance on all instructional computing equipment and networks.

October 1995 – September 1997

**Technical Assistant/Media Specialist**

*Multimedia Instruction and Learning Enhancement*

*Southern University, Baton Rouge, LA*

Provided technical support to faculty and staff using Macintosh, Windows, and UNIX computer systems; conducted preventive maintenance on equipment and various types of networks including AppleTalk, Ethernet, and Novell; collected information from various vendors on related hardware and software and prepare orders; developed and designed initial website for John B. Cade Library.

October 1991 – September 1995

**Media Specialist**

*John B. Cade Library - Southern University, Baton Rouge, LA*

Provided media services to faculty, staff and students; installed software on Macintosh and IBM computer systems; assisted director in developing and maintaining the Media Center collection and prepared statistical reports on computer and video usage.

### EDUCATIONAL BACKGROUND

**Southern University and A&M College • Baton Rouge, LA, May 2021**

Doctor of Philosophy in Urban Forestry and Natural Resources

- *Dissertation Title:* An Analysis and New Interpretation of gentrifying a Community through Public Input in the Scotlandville Area, Louisiana.
- *Committee members:* Yadong Qi, Ph.D., Chair, Vanessa Ferchaud, Ph.D., James Henson, Ph.D., Onyumbé Lukongo, Ph.D., Yaw Twumasi, Ph.D., and Ashagrie Yiegletu, Ph.D.

**Louisiana State University and A&M College • Baton Rouge, LA, December 1997**

Master of Library and Information Science

**Southern University and A&M College • Baton Rouge, LA, December 1991**

Master of Arts in Liberal Arts (Mass Communications)

**Southern University and A&M College, December 1990**

Bachelor of Arts in Liberal Arts (Print Journalism with a minor in Photography & Fine Arts)

### CONTINUING EDUCATION

**Extron Institute • New Orleans, LA**

- *June 2018* – School of Emerging Technologies ET4K for Higher Education Course

**East Baton Rouge Parish Library – Instructor/Facilitated Online Learning Course • Baton Rouge, LA**

- *April 2014* – *Creating WordPress Websites*

**Louisiana State University Continuing Education • Baton Rouge, LA**

- *November 2011 - Training in Adobe Final Cut Pro X*
- *April 2012 – Project 2010: Creating & Managing Projects*

**GRANTS**

- **Co-Project Director**, Innovative Strategies for Regional Rural Economic Development; An Empirical Study, September 1, 2014 – August 31, 2017
- **Co-Project Director**, Building Stronger Rural Communities through Technology (BSRCT), September 1, 2013 – August 31, 2016, **Funded for: \$249,276**
- **Co-Project Director**, Development of Learning Modules for Assuring Enrichment Support for Youth in Selected Areas of Louisiana, September 1, 2012 – August 31, 2015, **Funded for: \$247,737.00**
- **Co-Project Director**, Development of FFA Instructional Materials for the Enhancement of Youth Experiences, October 1, 2003 – September 30, 2005. **Award No. 2003-38820-14009, Funded for: \$199,104.00**

**AWARDS**

- **Southern University Urban Forestry Program** providing partial Ph.D. assistantship via McIntire-Stennis Fund, Spring 2013 – 2021
- **Certificate of Recognition – 20 Years of Service**, Southern University, March 2012
- **Outstanding Achievement Award**, 100 Black Men of Metro Baton Rouge, July 2011
- **Community Support Award**, Delmont Service Center – DSC Camp Video, July 2009
- **Sorority's Service Award**, Zeta Phi Beta Sorority, Inc. – Mu Zeta Chapter, May 2009
- **Alumni of the Year**, Phi Beta Sigma Fraternity, Inc. – Gulf Coast Region, March 2009
- **Frater of the Year**, National Pan-Hellenic Council, Inc. – Southwestern Regional, October 2008
- **Irving-Barrier Buster Award (Hurricane Assistance)**, American Distance Education Consortium, April 2006
- **Appreciation/Support**, FEMA/HBCU, Southern University Center for Social Research, May 2006
- **Best Non-Commission Officer (NCO)**, Louisiana Army National Guard – Det. 1, Company B 769<sup>th</sup> Engineer Battalion, October 1991

**COMMITTEES**

**National:**

- Appointed member and chair of the 1890's Association of Extension Administrators – Technology and Data Management Team, June 2002 – June 2007
- Member, American Distance Education Consortium (ADEC), July 2007 - 2010
- 1890 Representative, Program Leadership Network – Information Technology, August 2007 - 2008
- Member, CSREES e-Extension Leadership Advisory Council, January 2003 - 2005
- Chair, Technology Division, 1890 Joint AEA/ARD Conference Planning Committee, 2005 and 2007
- Appointed member of the NASULGC ECOP Committee, May 2004
- Appointed member of NASULGC e-Extension Committee, March 2003 – 2006
- Appointed member of USDA REEIS User Group Committee, September 2002 – 2004

**Statewide/City:**

- Advisory Committee Member, Wise Guys CAB – 100 Black Men of Metro Baton Rouge, August 2021 - present
- Advisory Committee Member, Recreation and Park Commission for the Parish of East Baton Rouge, Communications and Information, March 2018 – July 2020
- Member, US Army BR Grassroots Committee, February 2011

- Member, Baton Rouge Community College – Computer Information System Advisory Committee, April 2011 – June 2017
- Member, Council of Information Services Directors, 2005 - present
- Member, LA University Hub of OCP on Federal Grants Procurement for Universities Towns, and Parishes, 2004
- Member of 1999 LLA Conference Program Committee, Louisiana Library Association, May 1998 – May 2000
- Member/Layout Specialist of LLA’s Minority Recruitment and Professional Concerns Interest Group Mentoring Program, Louisiana Library Association, September 1996 – 2000

*University:*

- Member, Southern University System and SU Ag Center COVID-19 Task Force, February 2020 – present.
- Member/Project Manager (SU Ag Center), Southern University System-wide Banner Implementation Project, 2004 - present
- Member, Southern University System Information Technology Team, May 2002 to present
- Member of Student Technology Fee Committee, Southern University, November 1998 – 2001.
- Member of Y2K Compliance Evaluation Team, Southern University, October 1998 – 2000

**PUBLISHED WORKS**

- **Pre/Postproduction & Graphics**, “2020 Sigma Beta Club Graduate Shout Out! Recognition Program.” National Sigma Beta Club Foundation. July 17, 2020. (60-minutes video). <https://www.youtube.com/watch?v=c-5uh7lSeAU&feature=youtu.be>.
- **Co-Author**, Poster Presentation entitled: “Coupling LiDAR DEM and Remote Sensing Data to Support Urban Flood Management in Baton Rouge.” March 23-25, 2020.
- **Executive Producer**, “Sustaining Our Wildland Urban Interface with Clean Air and Water”. December 2015. (15-minutes video). [https://www.youtube.com/watch?v=a-KU8GetSjU&feature=em-upload\\_owner](https://www.youtube.com/watch?v=a-KU8GetSjU&feature=em-upload_owner)
- **Executive Producer**, “What is the Urban Greenspace?” November 2014 (3-minutes video). <https://www.youtube.com/watch?v=zyp-Ice7u5I>
- **Website Design**, “Stratford Place Subdivision – Baton Rouge (LA),” URL: <http://www.stratfordplacebr.com>, March 2010. (Website).
- **Website Redesign**, “100 Black Men of Metro Baton Rouge, LTD,” URL: <http://www.100blackmenbr.org>, January 2010. (Website).
- **Producer**, “Southern Exposure: SU International Program,” October 2008. (10-minutes video highlight)
- **Executive Producer, Researcher and Contributing Photographer**, “Will it be You,” November 2008. (20-minute documentary on hurricanes Katrina and Rita).
- **Executive Producer, Researcher and Contributing Photographer**, “Avery Johnson: From New Orleans to the NBA,” January 2008. (20-minutes Documentary on Former NBA Star, Avery Johnson). URL: <https://www.youtube.com/watch?v=ZZ-rWDOW0PU>. April 2011
- **Executive Producer**, “SU Alumni Federation Founder’s Day Gala Highlight,” May 2007.
- **Webmaster**, “National Pan-Hellenic Council, Inc – Southwestern Region,” November 2006 – April 2009. (Website).
- **CD Layout/Design**, “FFA Meat Identification E-Learning Tutorial,” Baton Rouge, LA. 2006.
- **Web Page Design**, Homepage for Entrepreneurial Training and Technical Assistance Program (ETTAP), Southern University. November 2001. (Website).
- **Cover Design**, *The Southernite*, “Bayou Classic Special Edition,” November 2000. (Southern University National Alumni Newsletter)
- **Cover Photo**, *University Faculty Voice*, “SU Professor Camps Out to Protest Administrative Pay,” May 2000. (National Faculty Newspaper)

- **Program Layout/Design, Louisiana Library Association**, "A History of the Louisiana Library Association: A Preliminary Publication," Baton Rouge, LA. 2001.
- **Program Layout/Design, Louisiana Library Association**, "Pre-Conference/Conference Program," Baton Rouge, LA. March 16-19, 1999. (Official Program Booklet).
- **Cover Photo, Black Issues in Higher Education**, "Getting Up to Speed on the Information Highway," May 28, 1997.

### MILITARY HISTORY

September 1986 – September 1992

#### Louisiana Army National Guard

Detachment 1, Company B 769<sup>th</sup> Engineer Battalion, Baton Rouge, LA

- Honorable Discharged, Sgt. E-5
- International Travel to Norway, Finland and Sweden.
- Motor Transport Operator and Carpenter/Masonry Specialist

### INTERNATIONAL TRAVEL

- Military Service - *Norway, Finland and Sweden (1992)*
- Center of Excellence Global Food Security and Defense Project, *Democratic Republic of the Congo – Kinshasa (2021)*

### PROFESSIONAL/SOCIAL AFFILIATIONS

- Member, Parish Council, St. Francis Xavier Catholic Church, 2018 - present
- Member, United Men of St. Francis Xavier Catholic Church, 2015 - present
- Member, Communications/Public Relations, 100 Black Men of Metro Baton Rouge, LTD, 2009 - present
- Member, Louisiana Press Association, 2009 - present
- Regional Historian, Southwest Region, National Pan-Hellenic Council, Inc., 2006 - 2009
- Member, Louisiana Council of Information Services Directors (CISD), 2005 - present
- Member, The Greater Baton Rouge Pan-Hellenic Council, Inc., 2005 - present
- Member, 1890 Association of Extension Administrators, 2002 - 2012
- Member, Advertising Federation of Greater Baton Rouge, 2002 – 2005
- Member, American and Louisiana Libraries and Association, 1996 – 2003
- Life Member, Southern University Alumni Federation, 1997
- Member, Phi Beta Sigma Fraternity, Inc. - Omicron Beta Sigma Chapter, 1995 - present
- Member, National Association of Black Journalists, 1990 – 1993, 2012
- Member, Professional Photographers of America, 1989 - 2008





## 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

February 22, 2022

**VIA HAND DELIVERY**

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

RE: Salary and Wage Increases

Dear Dr. Belton:

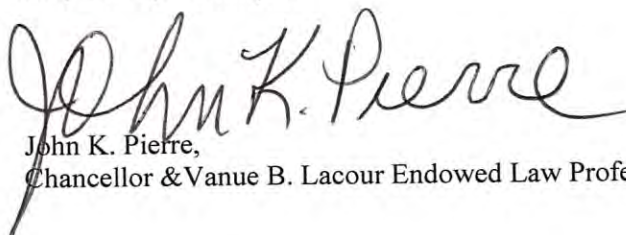
The Southern University Law Center, following your initiative to provide Salary and Wage (S&W) increases, desires to award an average four percent (4%) S&W increase to its full-time permanent employees. Where applicable, the increase will be computed and applied in accordance with Louisiana State Civil Service rules. We have reviewed our finance and budget data, and determined that the proposed S&W increase, including fringe benefits will have an annual cost of approximately \$628,289, and a cost of \$157,072 for the remainder of the 2021-2022 fiscal year. The Law Center is requesting that the S&W increase become effective April 1, 2022.

The Law Center's Budget for the fiscal year 2021-2022, as adjusted with the BA-7 submitted and approved during the February 18, 2022, SUS Board of Supervisors' meeting, will be sufficient to fund the proposed S&W increase for the current fiscal year and for future years.

I respectfully ask that this request be presented to the Southern University Board of Supervisors, at its March 2022 Board Meeting.

Thank you and with kind regards, I am

Respectfully submitted,



John K. Pierre,  
Chancellor & Vanue B. Lacour Endowed Law Professor

APPROVED: \_\_\_\_\_

Dr. Ray L. Belton  
President/Chancellor



## 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

March 4, 2022

Dr. Ray Belton  
President/Chancellor  
Southern University System and Baton Rouge Campus  
J. S. Clark Administration Building  
4<sup>th</sup> Floor  
Baton Rouge, LA 70813

RE: Request for a paid Sabbatical Leave for the 2022-2023 Academic Year

Dear Dr. Belton:

Professor Marc Roark, a tenure law professor at the Southern University Law Center is requesting a paid sabbatical leave for the 2022-2023 academic year for research. I have reviewed his application for a paid research leave and supports his application.

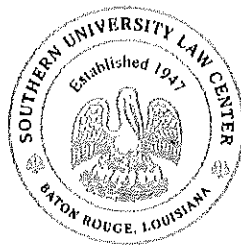
Professor Roark is a Senior Fellow with the Native American Law and Policy Institute and is a Louisiana Outside Counsel for Health and Ethics Endowed Professor of Law. Professor Roark has been a productive scholar.

I respectfully request that the application be presented for review and approval by the Southern University Board of Supervisor at its meeting on March 18, 2022. If you have any questions, please feel free to contact me.

Sincerely,

John K. Pierre

Chancellor and Vanue B. Lacour Endowed Law Professor



**March 1, 2022**

John K. Pierre  
Chancellor  
Southern University Law Center  
2 Roosevelt Steptoe Drive  
Baton Rouge, LA 70813

**Application for Research Sabbatical Fall 2022/ Spring 2023**

Dear Chancellor Pierre,

Please find under cover of this letter my application for Sabbatical leave for the 2022-2023 Academic year under Section 7-003 of the Faculty Policies. This letter will highlight the purposes of the Sabbatical leave and provide documentation to support it.

**Purpose of the Sabbatical Leave**

I have applied for a Fulbright Scholar Award, supported by the National University of Ireland, Galway (support letter is attached). Currently, I am a finalist for the Fulbright award and I am awaiting determination of the outcome of my application. If granted the award would be a prestigious grant and reflect Southern University's enthusiastic support for cutting edge scholarship at the Law Center. Importantly, without full support from the University I would not be able to accept the award.

In the event that Fulbright does not select me for the award, National University of Ireland – Galway has indicated an interest in having me in residence as a visiting scholar to carry out the research proposal I have outlined with Fulbright (separate invitation letter attached). The researcher post would be jointly supported by the Centres on Housing Law Rights and Policy, and Centre on Rural Studies, both housed at the University. I have applied for additional funding through the Institute for Humane Studies Sabbatical Support program, which is currently pending. That support though is limited to the Spring term 2023.

**Marc L. Roark**  
Louisiana Outside Counsel for Health and Ethics Endowed Professor of Law  
Senior Fellow/ Native American Law and Policy Institute  
Office: +1 (225) 771-2587 Ext. 250  
Cell: +1 (909) 433-1537  
[mroark@sulc.edu](mailto:mroark@sulc.edu)

**Southern University Law Center**  
2 Roosevelt Steptoe Drive  
Baton Rouge, Louisiana 70813



The research proposal (attached) considers the role of private property in supporting state backed rural entrepreneurialism. This issue is of interest to the Southern University System, and Southern University Law Centre due as it highlights the “new land reform” movements as opening up rural spaces. As Jessica Shoemaker describes in her article *Fee Simple Failures*, land regimes have often excluded minority and under-represented groups in the U.S. By focusing on how one state (Ireland) has gone about supporting rural development, it opens an opportunity to support a dialogue in Louisiana for the role of state backed rural development.

### **Value of the Research Leave for the University**

As stated above, the Fulbright award would be a significant achievement and one that would bolster the reputation of the University as a place where recognized scholars are conducting important research. The Fulbright Scholar award in Ireland is highly competitive, with one award given annually. Being a finalist for the award is an achievement in itself but being a grantee would be especially significant.

Additionally, the growth of two programs at the Law Center make NUI-G a natural place to extend our university’s collaborative energies. First, the emergence of the Native American Law and Policy Institute and the emphasis on Indian Law provides an opportunity to build on relationships with the Choctaw Tribe of Oklahoma, which shares a special relationship with the Republic of Ireland due to a gift given to the town of Middleton by the tribe during the great potato famine. As a member of the Choctaw Nation myself, I can attest to the value of this story in both the Irish and native histories and building on this connection can only enhance the reputation of our center both with Native Tribes and abroad. Second, the Law Center has made efforts to increase our presence internationally. One of the primary ways this occurs is by deploying scholars from the Law Center to spend significant time at universities and build collaborative relationships. This relationship has already born some fruit as I have connected scholars at NUI-G with some of our faculty working in common areas, just from the time I have spent at NUI-G presenting papers and lecturing on invitation last fall.

### **Support for Applicant**

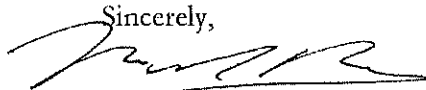
Finally, I am well suited as an applicant to carry out this research and connections based on my background. I have been a scholar and professor since 2007, publishing more than 23 scholarly articles in law reviews and peer reviewed journals. My co-author and I just submitted a completed manuscript of our book *Squatting and the State* to Cambridge University Press where it is in production; and I have developed both a national and international reputation as a leading scholar in the areas of Property Law and Commercial Law. (I have attached my CV as Support). Recently, I was approached by acquisitions editors at UC Press and Edward Elgar Press about submitting new proposals (each of which are in progress).

The faculty and the Board has recognized my contributions to the Law Center by promoting me, granting me an endowed Professorship, and granting me tenure. Since the beginning of my career, I have not taken a prior Sabbatical. I believe now is the right time to do so given the opportunities to enhance the reputation of the Law Center and the University.

Sabbatical Support Letter  
March 1, 2022

I hope that this letter supports my application and that it positively persuades you to approve my application for sabbatical.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marc L. Roark', written in a cursive style.

Marc L. Roark

JOB CLASS 3	8	0	4	0
JOB CODE	F			
CAL ID	M			

**SOUTHERN UNIVERSITY SYSTEM**

**Personnel Action Form**

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

CAMPUS: SUS  SUBR  SULAC  SUAREC  SUNO  SUSLA

EMPLOYMENT CATEGORY: 9-MONTH  12-MONTH  OTHER  (Specify) \_\_\_\_\_

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

Previous Employee N/A Reason Left N/A  
 Date Left N/A Salary Paid N/A

**Profile of Person Recommended**

Length of Employment 08/01/2022 To 05/31/2023  
 Effective Date 08/01/2022

Name Marc L. Roark SS# XXX-XX-4739 Sex M Race\* W  
 (Last 4 digits only)

Position Title: Professor Department: Law Center - Instruction

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

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

Years Experience 14 Southern University Experience 0

Degree(s):	Type/Discipline (BA-Education):	Institution/Location (SU-Baton Rouge):	Year:
	<u>B.A.</u>	<u>Louisiana State University</u>	<u>1997</u>
	<u>J.D.</u>	<u>Loyola University School of Law</u>	<u>2002</u>
	<u>Master of Laws U.S.</u>	<u>Duke University School of Law</u>	<u>2006</u>

Current Employer Southern University Law Center

**Personnel Action**

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

Recommended Salary \$ 119,059.20 Salary Budgeted \$ 119,059.20

Source of Funds General Appropriation

Identify Budget: State Location 311001-32020-61003-31000  
 Form Code: BOR10 Page 1 Item # 1

Change of: From To  
 Position \_\_\_\_\_  
 Status \_\_\_\_\_  
 Salary Adjustment \_\_\_\_\_

Financial Aid signature (if, applicable):

List total funds currently paid this employee by

Southern University:

\*See Reverse Side

Comments: (Use back of form)

Source of Funds	Amount
311001-32020-61003-31000	\$119,059.20

\*See Reverse Side

Graduate School signature (if, applicable):

Supervisor <u>[Signature]</u> Date <u>3/4/2023</u>	Dean/Unit Head <u>[Signature]</u> Date <u>3/4/22</u>
Vice Chancellor _____ Date _____	V/C for Fin Affairs <u>[Signature]</u> Date <u>3/4/22</u>
Director/Personnel _____ Date _____	Chancellor _____ Date _____
President _____ Date _____	Vice President/Finance _____ Date _____
	Business Affairs/Comptroller _____ Date _____
	Chairman/S.U. Board of Supervisors _____ Date _____



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

**ETHNIC ORIGIN (Please check one):**

Hispanic or Latino  Non-Hispanic or Non-Latino

**RACE (Please check all that apply):**

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

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

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

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

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

**COMMENTS:** Professor Marc Roark has requested Sabbatical leave with pay for the fall 2022 and spring 2023 semesters, effective date August 01, 2022 through May 31, 2023.

**EMPLOYEE REGULAR WORK SCHEDULE:** Daily  
**EMPLOYEE DIRECT SUPERVISOR:** VC, Shawn Vance  
**NUMBER OF EMPLOYEES SUPERVISED, (if any)** 100  
**HR USE ONLY: STATUS (circle one):** EXEMPT  NON-EXEMPT

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

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

**CLASS OF EMPLOYMENT (VISA STATUS):**

**TYPE**

- United States Citizen/Certificate of Naturalization
- Resident Alien
- H-1 Visa (Distinguished Merit & Ability)
- J-1 Visa (Exchange Visitor Program)
- F-1 Visa (Student Emp. FT Student at S.U.)
- OPT (F-1 Visa-INS Prior Approval-"Practical Work Experience")

**SOUTHERN UNIVERSITY LAW CENTER  
ENCUMBERED / FUNDS AVAILABLE**

DOC. I.D. #	CODE	EXPIRES
DATE: 3-4-22	US	
BY: Terry R. Hall	NA	
	H1	
	J1	
	F1	
	F0	

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

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

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

**CONTINGENT UPON AVAILABILITY OF FUNDS**



4.13.B.2 Sabbatical Leave Members of the SUBR faculty with tenure at the time of submitting the application for sabbatical leave, and the rank of assistant professor or above, may be granted sabbatical leave after six complete academic years of continuous service at SUBR (continuous service shall not include leaves of more than two months). Sabbatical leave is granted on the basis of application by the faculty member and recommendation by the Sabbatical Leave Evaluation Committee (which is appointed by the Provost) and upon approval by the Provost and the Chancellor. Recommendations will be forwarded to the President of the Southern University System and the Southern University Board of Supervisors, as appropriate. At no time during any semester of an Page | 65 academic year shall number of persons on sabbatical leave exceed five percent of the total faculty in any academic unit or the University. Purpose. The primary purpose of a sabbatical leave is to enhance the faculty member's value to SUBR. Specifically, a sabbatical leave is to be used for one or more of the following purposes: A. Research, scholarship, creative work and/or study intended to result in publication, exhibition, presentation, innovation or invention. B. Refresher courses or a program of study, work, or travel designed to keep the faculty member abreast of the latest developments in his or her area of specialization. C. Work toward an advanced degree. Period of Leave and Salary. A sabbatical leave may be granted for the following periods and salary levels, depending on whether a nine- or twelvemonth appointment is held by the faculty member or administrator with faculty status: A. one semester at full pay (9-month appointees) B. six months at full pay (12-month appointees) C. an academic year at half pay (9-month



appointees) D. twelve months at half pay (12-month appointees)

Normally, sabbatical leaves will be taken over a period of consecutive months. When it is in the best interest of the University as determined by the Chancellor, the period of the sabbatical leave may be split such that it is not taken over a continuous time period. However, the sabbatical leave, from beginning to end must be completed within 18 months and cannot extend beyond the total approved time period. Additional Compensation. Faculty members granted sabbatical leaves may be permitted to receive additional compensation for study and research if written approval for such compensation is granted by the Chancellor of SUBR. The following conditions apply: A. Sabbatical leave pay may be supplemented by fellowships, grants, or other sources provided the total compensation does not exceed the regular full-time salary rate as apportioned for the period of the leave, and provided that activities resulting from additional compensation are not in conflict with the purposes for which the sabbatical leave was granted. B. Normal consulting arrangements may be continued provided they do not conflict with the purpose and spirit of the sabbatical leave program and comply with SUBR's policies governing outside employment. C. Grants or stipend adjustments to defray relocation cost reimbursements, cost-of-living allowances, and/or research expenses may be accepted, provided such reimbursements, allowances, and/or expenses are not for personal compensation. D. Faculty members are encouraged to seek external funds (i.e., as from the host institution) to cover part or all of the cost of their salary and benefits during the sabbatical leave. While the acquisition of such funding is not part of the evaluation process, it clearly could lead



to the granting of leaves that may not otherwise be possible because of fiscal constraints. Fringe Benefits. The University will continue its contributions to health plans based upon existing coverage. The retirement contributions will be paid by the employee and employer upon completion of the leave providing the faculty member chooses to contribute. Appropriate leave Page | 66 shall accrue during the period of sabbatical leave if the leave is with pay, however, it shall not be vested until the leave ends and the faculty member returns to SUBR. If disability occurs during a sabbatical leave with full or part pay, the leave will terminate the day prior to the day upon which disability begins and sick leave benefits will start in accordance with personnel policies. Residence. Faculty members on sabbatical leave are expected to choose a residence in a location which is appropriate to achieving the purposes of the sabbatical leave as described in Section 2. Purpose. Other Conditions. The decision as to the acceptability of a sabbatical leave application will not be based on whether additional compensation may be received, but rather on the probability that the faculty member will enhance his or her value to SUBR. A sabbatical leave for teaching elsewhere or working in research laboratories of industry or government may be approved if such activities can be expected to contribute significantly to the acquisition of useful ideas and practices. In no case will leave be granted primarily for the purpose of augmenting the applicant's income. The benefit to SUBR shall be foremost in the consideration leading to approval of the leave. Annual Faculty Evaluation by Chairpersons. Faculty members on sabbatical leave will be included in the annual University evaluation process. The performance evaluation by the faculty

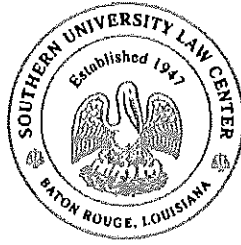
member's chairperson shall reflect the faculty member's achievement of the stated purpose and goals while on sabbatical leave. Obligations of Faculty Members. Any faculty member taking sabbatical leave has the following obligations. A. Sign an agreement or contract with the University stipulating that as a condition of the sabbatical leave, the faculty member will return to the active service of SUBR for at least one year after completion of the leave. The signed agreement or contract is required for a faculty member's position to be held open for his/her return. Failure to return to the University for the requisite period will require repayment of all monies received from SUBR, the sum of which will be deducted from the faculty member's terminal pay, last payroll check and/or through other legal means. B. Within six weeks after returning, submit to the departmental chairperson an original and four (4) copies of a complete report of his or her activities while on leave. The report should provide evidence that the purpose for which the leave was granted has been achieved. The copies shall be distributed to the Dean, Provost, Chancellor and the chairperson of the SLEC. Application for Leave. Six copies of an application shall be submitted to the SLEC, along with recommendations from the departmental chairperson and the Dean. The application should present the benefits to be derived from the proposed leave by the applicant and SUBR clearly and convincingly, and should be prepared with the care and thoroughness of a paper submitted for publication. The application should consist of the following. Page | 67 A. Cover Page. Include a title indicative of the proposed sabbatical activity, the period of requested leave, name and rank of the applicant, and signatures of the administrators attesting to their



receipt and review of the application. Administrators may attach pertinent comments. B. Abstract. Maximum length: 250 words. C. Description of Proposed Sabbatical. Major headings should include: a detailed statement of what the applicant plans to do while on sabbatical leave; the objectives and significance of the proposed activities; the value of these activities to the applicant's SUBR obligations; the feasibility and methods of accomplishing the objectives; and the applicant's qualifications that are pertinent to the proposed activities. This section should consist of not more than five singlespaced typewritten pages. D. A Curriculum Vitae (not more than 10 pages). E. Appendix . Include supportive documentation such as evaluation of the application by the departmental chairperson, Dean and any other appropriate administrators; letters of acceptance from persons at the institution or in industry with whom the applicant plans to work or study and itinerary. Rating System. The application will be rated by the SLEC according to the following system: A. Merit and feasibility of the proposal relative to the accomplishment of SUBR's instructional, research, and service mission and/or that of its units - 60 percent. B. Applicant's record of and/or potential for engaging in research, teaching, service and/or other pertinent activity at SUBR - 30 percent. C. Length of service to SUBR - up to 10 percent. Each year of service, counting from the faculty member's initial appointment or from his or her most recent sabbatical leave, whichever is later, is assigned a weight of one point, limited to a maximum of 10. The committee will rate the applications according to the provisions herein and will make recommendations to the Provost. The Provost will approve or deny recommendations and forward approved applications for

action by the Chancellor. The Chancellor's decision is final and there is no right of appeal. Applications approved by the Chancellor will be forwarded to the President of the System and the Board of Supervisors, as appropriate. Deadlines. To give sufficient time for planning of sabbatical leaves, applications must be submitted according to the following schedule: A. October 15 for the next academic year or Fall or Spring semester of the next academic year. B. March 15 for the Spring semester of the next academic year (this period of application may be canceled if no funds are remaining after the awards are made in #1 above). The SLEC shall meet in November of each year to consider applications received by October 15 for the academic year beginning the following August and in April for applications received by March 15 for the following Spring semester. The SLEC's recommendations will be transmitted to the Provost by the last day of the Fall and Spring semesters, respectively. Criteria Used in Evaluating Sabbatical Leave Applications Evaluation of the sabbatical leave application will include the following: A. Preparation and Documentation. Organization, thoroughness, specificity, and feasibility of the proposed activity; current status of project identified in the sabbatical leave application; Page | 68 letters of appointment and acceptance; other documents supportive of the proposal, and the applicant's plans for travel if that is an integral feature of the proposal. B. Benefits to SUBR and to the Applicant. Contribution to applicant's knowledge and understanding; contribution to teaching or other assigned duties at SUBR; publications or other scholarly works expected to result from the project; enhancement of the applicant's professional status; recognition for SUBR and contribution to special projects

or to SUBR programs. C. Applicant's Record of or Potential for Research or Pertinent Activity at SUBR. Publications; performances; grants; postdoctoral fellowships; leaves; participation in relevant professional organizations; record of achievement on previous grants and leaves; evaluation by departmental chairperson or Dean; evidence of excellence in teaching, service, or other evidence of contribution to the University. Changes in Sabbatical Leave. If a faculty member must change the purpose, place or time of the sabbatical leave, he or she must submit a written request, with recommendations from the Dean and departmental chairperson, to the SLEC for approval. This request must state the rationale for the changes and document how the sabbatical leave plan will reflect these changes. Sabbatical leave plan changes recommended by the SLEC shall be sent to the Provost for approval. [Sabbatical Leave Policy Approved by the Southern University System Board of Supervisors January 7, 2000]



March 1, 2022

John K. Pierre  
Chancellor  
Southern University Law Center  
2 Roosevelt Steptoe Drive  
Baton Rouge, LA 70813

**Application for Research Sabbatical Fall 2022/ Spring 2023**

Dear Chancellor Pierre,

Please find under cover of this letter my application for Sabbatical leave for the 2022-2023 Academic year under Section 7-003 of the Faculty Policies. This letter will highlight the purposes of the Sabbatical leave and provide documentation to support it.

**Purpose of the Sabbatical Leave**

I have applied for a Fulbright Scholar Award, supported by the National University of Ireland, Galway (support letter is attached). Currently, I am a finalist for the Fulbright award and I am awaiting determination of the outcome of my application. If granted the award would be a prestigious grant and reflect Southern University's enthusiastic support for cutting edge scholarship at the Law Center. Importantly, without full support from the University I would not be able to accept the award.

In the event that Fulbright does not select me for the award, National University of Ireland – Galway has indicated an interest in having me in residence as a visiting scholar to carry out the research proposal I have outlined with Fulbright (separate invitation letter attached). The researcher post would be jointly supported by the Centres on Housing Law Rights and Policy, and Centre on Rural Studies, both housed at the University. I have applied for additional funding through the Institute for Humane Studies Sabbatical Support program, which is currently pending. That support though is limited to the Spring term 2023.

**Marc L. Roark**  
Louisiana Outside Counsel for Health and Ethics Endowed Professor of Law  
Senior Fellow/ Native American Law and Policy Institute  
Office: +1 (225) 771-2587 Ext. 250  
Cell: +1 (909) 433-1537  
[mroark@sulc.edu](mailto:mroark@sulc.edu)

Southern University Law Center  
2 Roosevelt Steptoe Drive  
Baton Rouge, Louisiana 70813

The research proposal (attached) considers the role of private property in supporting state backed rural entrepreneurialism. This issue is of interest to the Southern University System, and Southern University Law Centre due as it highlights the “new land reform” movements as opening up rural spaces. As Jessica Shoemaker describes in her article *Fee Simple Failures*, land regimes have often excluded minority and under-represented groups in the U.S. By focusing on how one state (Ireland) has gone about supporting rural development, it opens an opportunity to support a dialogue in Louisiana for the role of state backed rural development.

### **Value of the Research Leave for the University**

As stated above, the Fulbright award would be a significant achievement and one that would bolster the reputation of the University as a place where recognized scholars are conducting important research. The Fulbright Scholar award in Ireland is highly competitive, with one award given annually. Being a finalist for the award is an achievement in itself but being a grantee would be especially significant.

Additionally, the growth of two programs at the Law Center make NUI-G a natural place to extend our university’s collaborative energies. First, the emergence of the Native American Law and Policy Institute and the emphasis on Indian Law provides an opportunity to build on relationships with the Choctaw Tribe of Oklahoma, which shares a special relationship with the Republic of Ireland due to a gift given to the town of Middleton by the tribe during the great potato famine. As a member of the Choctaw Nation myself, I can attest to the value of this story in both the Irish and native histories and building on this connection can only enhance the reputation of our center both with Native Tribes and abroad. Second, the Law Center has made efforts to increase our presence internationally. One of the primary ways this occurs is by deploying scholars from the Law Center to spend significant time at universities and build collaborative relationships. This relationship has already born some fruit as I have connected scholars at NUI-G with some of our faculty working in common areas, just from the time I have spent at NUI-G presenting papers and lecturing on invitation last fall.

### **Support for Applicant**

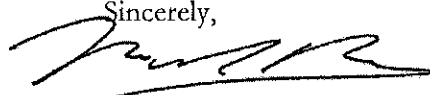
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The faculty and the Board has recognized my contributions to the Law Center by promoting me, granting me an endowed Professorship, and granting me tenure. Since the beginning of my career, I have not taken a prior Sabbatical. I believe now is the right time to do so given the opportunities to enhance the reputation of the Law Center and the University.

Sabbatical Support Letter  
March 1, 2022

I hope that this letter supports my application and that it positively persuades you to approve my application for sabbatical.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marc L. Roark', with a horizontal line drawn underneath it.

Marc L. Roark

Thursday 16 September 2021

Fulbright Schuman Selection Committee  
Commission For Educational Exchange  
Boulevard de l'Empereur 4  
B-1000 Brussels, Belgium.

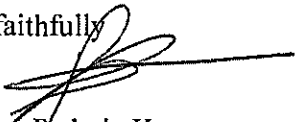
To the Fulbright Selection Committee:

This letter is to confirm my support for Professor Marc Roark's proposal to conduct independent research through the Fulbright Awards on Rural Entrepreneurialism – considering how law and policy support economic endeavors by individuals who seek to capitalize financially from the ex-urban or anti-urban sentiments – an issue of particular significance following COVID and the explosion of home-based work. The project will focus on how planning laws and policies promote or discourage rural entrepreneurialism in two forms – AirBNB or other short-term rental sites that promote tourism to rural destinations, and housing developments in rural areas aimed at attracting disaffected urbanites to the rural environment – a pattern which is particularly prevalent in Ireland. It will apply Resilient Property Theory to the analysis providing an innovative approach to research in this area.

Professor Roark's proposed project aligns closely with the research and publications of the Centre for Housing Law, Rights and Policy (CHLRP) at NUI Galway, as well as Department of Geography and rural development programmes. It comes at a pertinent time as Ireland plans its economy and society for the post COVID world – to which this research will feed into. Professor Roark lectures at Southern University Law Center, in Baton Rouge, Louisiana, which is one of the Historically Black College and Universities (HBLU) with the intention of primarily serving the African-American community. In this context, he will bring great insights and expertise to the research community at NUI Galway.

As Director of CHLRP at NUI Galway, I lead the Centre's work in creating a space for a free and open discussion, combining research, resources, advocacy and publications on housing law, rights and policy in Ireland and internationally. I believe Professor Roark's research would be extremely valuable and informative for CHLRP's broader research and advocacy goals, but would also serve to illuminate the impacts and effects of these developments on Irish society and rural communities, leading to better policy formation. In alignment with this work, I am happy to provide support to Professor Roark's research and the Fulbright programme more broadly.

Yours faithfully



Professor Padraic Kenna  
School of Law, College of Business, Public Policy and Law,  
National University of Ireland, Galway.  
Email: [padraic.kenna@nuigalway.ie](mailto:padraic.kenna@nuigalway.ie)  
Webpage: <http://www.nuigalway.ie/law/staff/padraickenna/>  
Centre for Housing Law, Rights and Policy <http://www.nuigalway.ie/chlrp/>



1 March 2022

Re: Application 2022-2023.

Dear Review Committee,

I wish to invite Professor Marc Roark, Southern University Law Center, Baton Rouge, Louisiana 70813. USA, to spend his sabbatical year researching rural development in Western Ireland. These issues are fundamental to establishing a greater understanding of land issues in Ireland, and his research will be invaluable for years to come in.

Professor Roark is an internationally recognised international expert in property law, having published over 20 articles in peer reviewed high quality international journals, and a second book titled *Under-Housed*, forthcoming from Cambridge University Press in 2023. He also coordinates the international Association of Law Property and Society – of which I am a member. Professor Roark is a founding member of the Resilient Property Research Network, a global collaborative research network aimed at illuminating the role of property in shaping state resilience.

During his research year Professor Roark will teach on the Law of Real Property Undergraduate course, and the International and Comparative Commercial Law Property Module on the LLM in International Commercial Law, as well as taking part in the activities of the Law School. Professor Raork will also work closely on the research being undertaken in the Centre for Housing Law, Rights and Policy, at NUI Galway, building on his US research and publications on property law, and the dynamic new legal discourse on resilient property theory, which he has pioneered, with Professor Lorna Fox-O' Mahony of Essex University encompassing a leading contemporary critique around the state, property, and resilience.

Professor Roark has already been called upon by a number of other leading Universities in Europe, such as Barcelona, Leeds, Maastricht and others (in addition to a significant visiting lecture profile in the US) to engage in high level legal discourse. He is also a Visiting Professor at both University of Essex and at the UNESCO Chair in Housing Law in Tarragona, Spain.

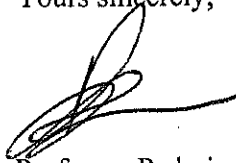
Having Professor Roark on campus for a year will undoubtedly lead to long term collaboration between the two Universities, opening significant opportunities for future collaboration and synergy - enormously valuable for both undergraduates, postgraduate students and post-doc researchers in this field. We are also planning some collaborative international journals articles drawing on this synergy of property law approaches.

Professor Roark's visit will also significantly enhance the understanding and knowledge of the diversity and complexity of American society for students and staff at NUI Galway, as Professor Roark will draw on his native American background, and experiences of teaching and researching at Southern University Law Centre in Baton Rouge - a Historically Black College and University (HBCU).

Professor Roark's proposal is well matched to the resources available at NUI Galway, and within our programmes, specifically, as it relates to contemporary developments in the study of property law, across changing societal expectations, which require new and expansive approaches.

For all of the above reasons, I enthusiastically invite Professor Roark to work with us at NUI Galway as a visiting scholar, and I look forward to serving as a mentor/collaborator. We would be in a position to provide the necessary supports for the research year to be successful.

Yours sincerely,



Professor Padraic Kenna, PhD.

## **Project Statement: Private Property, the State and Rural Entrepreneurs**

Rural studies focusing on “counter-urbanism” have suggested three types of motivations that encourage rural development: (1) the ex-urbanization motivation, or affluent urban residents seeking a country-lifestyle in close proximity to urban environments; (2) displaced urbanization, where former urbanites relocated to rural areas for economic opportunity; and (3) anti-urbanization, people seeking to live and work in non-urban areas and driven by strong-anti-urban instincts. (Gkartzios & Scott 2009). This project proposes to a fourth category of study –Rural Entrepreneurialism – considering how law and policy support economic endeavors by individuals who seek to capitalize financially from the ex-urban or anti-urban sentiments. Specifically, this project focuses on how planning ordinances in rural counties that promote or discourage rural entrepreneurialism in two forms – AirBNB or other short-term rental sites that promote tourism to rural destinations, and housing developments in rural areas aimed at attracting disaffected urbanites to the rural environment.

Rural entrepreneurialism has been defined as “a form of endogenous entrepreneurship which has to do with the social-spatial dimension of the rural and adds something extra to rural communities.” (Pato 2020). In Ireland, Rural areas are defined by the census as area types with a population of less than 1500 people. According to the most recent census, 31.4% of the population lives in rural areas, some of which are in close proximity to urban areas. (Census 2019). While the definition of an area as rural may be based on population, the meaning of rural as a community indicator can infer other qualities, such as agricultural, remoteness, homogeneity, or resource-poor areas of a state. (Bracken 2008).

The focus on short term rentals have mostly focused on the price communities pay when property owners engage in short term housing, whether those costs are paid through the depletion of housing (Combs 2020), the changing character of community identity (Yeager 2020)(Rae 2019), the environmental impact of increased tourism in rural communities, or the ongoing economic impact on rural areas (Rae 2019) (Katsinas 2019). In Ireland, short term rentals have largely been unregulated outside of urban areas. In 2016, AirBNB produced a report titled *Home Sharing: Empowering Regional and Rural Ireland*, that identified 6000 hosts in rural and regional areas out of the 11,000 total hosts in Ireland. AirBNB promoted the report as validating the success of rural tourism boasting €27 Million of profits for hosts, and claiming guests were responsible for €47 Million of additional spending in rural communities. While the AirBNB report was lauded by some, others more skeptical of the report (including members of the Irish Parliament and Planning Commission) called for heightened regulation over the platform to avoid the transformation of “villages into holiday resorts.” (The Journal I.E. 2018).

The building sector in rural communities draws on similar ex-urban or anti-urban sentiment to fuel building practices that have been associated with wasteful land use, economic brain-drain, or simply impractical isolationist value-making. Often contractors catering to these environments are subject to little regulatory oversight, with only community reputation as a market control over performance of a contract. (Irish Times Tovey, 2019). The 1990s Celtic Tiger boom mixed challenges associated with lack of regulatory oversight relating to building sites, an out-of-control housing market, and the desirability to build in rural places into a devastating economic housing market. (Kitchen et al., 2010) While much attention was paid to the role of lenders during this period, less attention was heeded towards builders who saw their profits soar, then sink as markets failed. Recently, a resurgence of building in rural areas has returned, with some sites built specifically to cater to short-term rental markets in rural areas. (Murray & Scott, 2014) As building sites become more rural and isolated away from communities, the less integrated a market restraint like reputation can have in ensuring adequate housing construction.

One key facet that both the short-term rental sector as well as the rural building sector draw on is a view of property that values owner autonomy over regulatory oversight by the state. These views are often endorsed by state actors [and the state itself] seeking out political legitimacy through economic accumulation in rural communities. Rural politics are often a source of political legitimacy where the state is viewed positively for “doing something” about economic decline of rural communities, while the state steers clear of actions that might be seen as interfering with individual rights in property. Importantly, these issues raise questions about whether the promotion of these agendas actually further community sustainability or whether certain classes (i.e, Property owners) are the primary class benefiting from state resilience. Understanding how state resilience empowers and shapes rural entrepreneurialism and community agendas in these sectors is an important facet of understanding state responses to urban areas.

Applying Fox O’Mahony and Roark’s Resilient Property Theory offers a new approach for understanding the dynamics and challenges of rural entrepreneurialism. This new approach and methodology investigates property law’s import on state and social relationships, bringing into view the background principles on which property claims are based. Resilient property recognizes that the nature of the state or government responses to property problems is not fixed but fluid; that the institutions of “the state” – and their relationships with citizens, society, markets, the institution of private property, and so on are not mono-linear but polycentric, multimodal and multi-scalar. This new framework sets out to better understand state responses to complex property problems, such as homelessness and housing precarity. These challenges are central to the current crises of access to land, affordable housing, sustainable development and economic crises and recovery that governments must grapple with in the wake of the epidemic.

A Resilient property approach in relation to state property problems urges a caution towards narrowing frames that provide only partial accounts and belie the magnitude of the problems we face. Depending on the frame, the problem of rural entrepreneurial land use can be seen as a local control versus national planning problem (scale and territoriality); a housing allocation problem; a community identity problem; a land use and environmental impact problem, or not a problem at all. This project seeks to unpack the entire topography of the problem space by taking account of:

- individual interests such as owners and users to consider how rural-land entrepreneurs deploy property;
- collective interests, such as neighbors, communities, as expressed through markets or political action; and
- state interests, including the claims by local politicians and actors, planning officials, and national level actors.

The frame of analysis determines how responsibility for causation, intervention, resolution, and prevention are attributed to individuals, institutions, and the state, and what solutions or goals are intended to result from state action or forbearance. The use of frames to narrow our perspectives on what are in reality broad, complex property problems creates an impression that “solutions” can be found through the application of the narrowing, selective lens. Inevitably, the choice of frame – or explanation – determines the nature of the proposed resolution. Reductionist frames elide the complexities of problems, in ways that translate and make visible the “official”, “relevant” or legible aspects of the problem, while concealing aspects of the problem that sit outside the official, dominant paradigm or grand narrative.

As well as raising justice concerns, the effects of framing can practically hinder attempts to resolve complex problems. State responses to property problems enable us to better understand how complex, multi-level state actions shore up both individual and aggregated interests, and the resilience of the state itself. This approach resists the narrowing effects of normative frames, seeking instead to identify and delineate the whole problem. Working across the problem space, resilient property

approaches follow iterative steps or phases – cycles of analysis and synthesis – to develop an “inference model” that allows stakeholders to better understand the problem space and the possible consequences of alternative decisions or actions. Resilient property problem solving methods require that we “remain in the mess” – keeping options open long enough to explore as many relationships in the problem topology as possible, before synthesizing our understanding and starting to formulate solutions.

For example, framing rural entrepreneurialism as strictly a rural housing problem can lead to binary results where all of the interests of the state or individuals are not clearly seen. The intersecting politics of adequate housing – property ownership and capital investment, access, and housing, land use and sustainability – converge in challenges relating to rural housing initiatives. Rural housing initiatives across Europe have attempted to balance economic development of rural communities with the growth and impact of housing or the social desirability to develop rural housing on both the rural community itself and for the nation. (Scott and Murray 2009). By Focusing on Rural Entrepreneurship, but taking into account rural housing as a particular lens to understand the problem, this project seeks to highlight how ideological boundaries, such as property rights, are used to limit and expand legal frames of reference.

Resilient property marks a clear departure from property theorizing that is framed by the classic dichotomies – for example, state/individual, sovereignty/property, exclusion/inclusion – and shaped by *ab initio* normative commitments. These approaches are not well equipped to tackle large-scale questions relating to complex property problems. Property theory has recently centered around two key *loci*: the structure of property (how property works); and the normative underpinnings of property law (why we have property, and how the law of property should evolve). Contemporary property scholarship has, to date, given relatively little direct consideration to the nature of the imagined “state”. “The state” lurks in the background of the property/sovereignty debate, which contrasts the “private” sovereignty of property rights with the “public” sovereignty of state action. In addition, property theories tend to frame property problems through ideological frames that aim to justify property’s power. As such, property theories themselves are typically geared around, either justifying the institution of private property, or narrowing the frame to focus on transactional “private” relationships.

Resilient property advances a distinctive break from these theories to better understand state responses that pertain to complex property problems in the wake of the epidemic. It focuses on state action, recognizing states or governments as self-interested actors responding to large-scale property problems, and its role and relationships with competing stakeholders in property conflicts. It is focused on understanding the state-backed institution of property law in relation to the state’s own stake in multidimensional property problems: the state’s own vulnerability, and its capacity to foster resilience for others. Resilient property draws three key insights from Fineman’s “vulnerability theory”: her general approach to vulnerability and resilience; her insights concerning institutional vulnerability, including the vulnerability of the state; finally, building on Fineman’s framework to develop a third insight that provides a central anchor for our analyses of state responses to property problems, namely that a necessary implication of recognizing that the state itself is a vulnerable institution is that we recognize the need for states (and governments) to act in ways that build their own resilience, to shore up their authority and legitimacy in the face of the epidemic.

States are not neutral arbiters in relation to competing claims to land, instead doling out resilience in ways that shore up the state’s own self-serving needs for legitimacy. (Fox O’Mahony and Roark 2021). Fineman’s work reveals the realities of state action in response to complex property problems: that states are required to negotiate their “other-regarding” responsibilities – adjudicating and allocating resilience to individuals and institutions – against the backdrop of their own “self-regarding” need for resilience. Whether and how individuals are able to access these stores of resilience is often

dictated through limited analysis, rather than through understanding of the entire problem space. For example, Cabras and Mount describe the different ways that rural pub owners had access to resiliency in the wake of the 2008-2009 housing crisis that led to massive economic shifts. The ability to modify their business model around labor shortages, changing customer demands, and state regulatory actions shaped the level of resilience pub-owners (publicans) enjoyed following the economic crash. (Cabras & Mount 2019). This enables us to develop a realistic, contextualized, conceptualization of state action with regard to complex property problems.

Fineman deploys the concept of “resilience” to articulate the means through which universal vulnerability is mitigated and managed: by accumulation, access to or acquisition of resources – (specifically housing for purposes of this project – to enable us to adapt to, ameliorate, compensate for or contain our inherent vulnerability. Forms of vulnerability are aggravated during times of crisis, drawing our attention to state responses in allocating resources for the sake of resilience. Individual experiences of vulnerability are structured through the person’s social embeddedness in the institutional structures and relationships that provide resilience. Resilience is produced through the institutions that create, enable, provide, and protect the “assets” of resilience – the physical and material, social and relational, environmental and existential capabilities to weather misfortune and disaster, and to avail ourselves of opportunities. Vulnerability is mediated through the quality and quantity of resources – resilience – that we inherit, accumulate or are capable of accessing; resilience is generated over time and within state-created institutions and relationships. “The state” is central in creating and sustaining the economic (e.g., the market), social (e.g., the family), legal (e.g., constitutions) and political (government) institutions that produce and allocate resilience. These institutions of resilience are created, maintained, regulated and backed-up through law; and through this relationship, law confers legitimacy on their operation and their power over individuals. Nevertheless, the societal institutions we create to mitigate our vulnerabilities: the market, the family, the welfare system, the institution of private property, the state: “...are also vulnerable to things like decay, manipulation, corruption, and decline.”

In deploying resilient property theory, the project will utilize a mixed-methods approach of in-person interviews, survey collections, in person observations of local meetings, and reviews of official statements, reports, and other documents relating to Irish Rural entrepreneurialism. While the methods of the project will evolve in the early stages to account for conditions on the ground, generally, the project will work in three phases.

**Phase One (pre-project phase)** will filter rural short-term renters and home buyers by focusing on the western counties Galway, Limerick, Cork, Kerry, Claire, Mayo, Roscommon, Sligo, and Donegal, and Tipperary. These counties were identified for their remoteness from large urban concentrations.

**Phase Two (pre-project phase)** will involve data gathering and information accumulation from owners and users of the sites. Notably, this phase of the project will focus on developing a questionnaire focused on the specific domains of property usage, including the following for each sector:

<b>Short Term Rental Domains</b>	<b>Rural Building Domains</b>
Type of Property – single room in home; multi-room in home (traditional BNB); whole home; single/multi-cottage on single parcel.	Type of Development – single parcel more than 1KM away from other single homes; small community (2-12 homes within 1 KM of each other).
Community Information – Infrastructure and other features of the built environment; housing demographics, community demographics.	Community Information - Infrastructure and other features of the built environment; housing demographics, community demographics.

Seasonability – overview of traditional usage of property by guests, defining high seasons and low seasons.	Employability – number of contractors employed; oversight by engineer, general contractor, or architect;
Type of Owner – Multi-property owner, single property owner, in-home owner.	Type of Owner – Ex Urban, Anti-Urban, Displaced Urbanites; satisfaction of owner with contractors; how contractors were chosen.
Business Issues – Taxes paid, regulatory oversight including limits on uses or other barriers to entry, impact of pandemic on business	Business issues – Regulatory oversight over planning, building conditions, and quality; taxation; state backing of resilience of building sector.
Community Impact – economic impact of short term rental on neighboring communities; reputation of short-term rentals amongst neighboring communities; collaborations with community businesses; local elected official views of business.	Community impact – densification, access to resources or infrastructure (including schools, postal mail services, or stores); community norm expectations of rural identity; reputation in community; local officials implementation of planning.

**Phase three** (on site phase) of the project will involve corroboration and substantiation of the information by in person observation of the sites and where available in person interviews of participants. The PI anticipates visiting 10-20 sites identified during the third phase of the project.

The project shall produce two separate reports analyzing information gathered in Phase One and Phase Two of each segment. Each report shall account for (1). descriptions of subject properties, legislative action relating to the properties, committee reports, local planning, community action, economic impact, and conclusions and recommendations. Both segments of land use are of growing importance to the rural land question in Ireland. These reports will form the basis of future research and collaboration with the Center for Housing Research at National University of Ireland- Galway, particularly to understand and compare other communities where ruralism is a growing feature of land use regulation or in understanding how different segments shape rural communities. As Ireland is an EU state, and ruralism is a growing site of legal concern, this study provides the foundation for the Center to develop new research by Ph.D. candidates, and other academics working in housing issues in the area.

The absence or depletion of resilience in the context of rural entrepreneurialism is a growing problem in the wake of the pandemic as rural communities have been seen as retreat zones for disaffected urbanites. Vulnerability theory explains the inherent nature of individual and societal vulnerabilities; how access to resources can foster resilience to mitigate such vulnerabilities; and the extent to which the state creates institutions that enable individuals, communities and societies to be more resilient. At the same time, by recognizing the inevitable vulnerability of social institutions – including the state itself – it opened up useful space from which resilient property focuses on the methodological and normative implications of the state’s own vulnerability: the state’s own self-interested need for resilience. By focusing on two segments of rural entrepreneurialism, this project seeks to highlight to role and sources of state resilience for owners, communities, and the state itself.

## Institute for Humane Studies Proposal

**In one sentence, please describe the primary activity or project you would like to pursue if you were successful in receiving a sabbatical grant.**

I would like to study the way ruralism has framed state-backed support for private property development in Ireland, shaping local planning laws, tax policy, and discourse around the ideas of land in the Irish imagination.

**Please explain how the proposed research or project offers an original and important contribution to the classical liberal tradition? (500 Words)**

Private property is considered a fundamental right in liberal democracies. The state, to the extent that it is viewed through the lens of private property, is often portrayed in conflict with the rights of private property owners, who in exchange for protections in rights in land give the state the power to govern. However, state-backed development of rural land interests presents a counter-narrative where the state promotes the allocation of private property while also providing resources like planning variances and tax incentives to encourage access to rural spaces. Nowhere has this counter-narrative been more fully embraced than in the Republic of Ireland, where rural development has fostered growth in Western Counties with the aim of preserving rural landscapes. These policies have produced some controversy as some question the deployment of state-backed resources away from cities, where concentrations of housing affordability present greater economic challenges for communities. This project seeks to unpack how the definition of ruralism is pursued in the context of individuals that pursue opportunities to develop land as entrepreneurs and how private property is repositioned as a resource that supports the democratic free state.

In 2022, I and Lorna Fox O'Mahony published *Squatting and the State* (Cambridge University Press) in which they explore the possibilities for how a new resilient property method can help assemble a more complete picture of how complex property problems interact with the modern state. Applying Fox O'Mahony and Roark's Resilient Property Theory offers a new approach for understanding the dynamics and challenges of rural entrepreneurialism. This new approach and methodology investigates property law's impact on state and social relationships, bringing into view the background principles on which property claims are based. Resilient property recognizes that the nature of the state or government responses to property problems is not fixed but fluid; that the institutions of "the state" – and their relationships with citizens, society, markets, the institution of private property, and so on are not mono-linear but polycentric, multimodal, and multi-scalar. This new framework sets out to better understand state responses to complex property problems, such as homelessness and housing precarity. These challenges are central to the current crises of access to land, affordable housing, sustainable development and economic crises and recovery that governments must grapple with in the wake of the epidemic. Notably, the turn to rural spaces offers both opportunity and cost for governments as they develop policies that support land development in a finite system.

In deploying resilient property theory, the project will utilize a mixed-methods approach of in-person interviews, survey collections, in-person observations of local meetings, and reviews of official statements, reports, and other documents relating to Irish rural entrepreneurialism to understand how state-backed resilience of rural development is shaped by private property values. Understanding how states support the development of private property resources will provide a



greater understanding of private property vis-a-vis the state - as a source of resilience for the owner, as a source of resilience for the state and community, or both.

**How does the proposed project advance your broader research agenda? (500 Words)**

In recent years, I have focused on the role of private property theory in shaping state responses to challenging problems. For example, in 2018, I argued in *Under-Propertied Persons* (2018 Cornell J. L. & P.P) that private property norms shaped state responses to low-income housing challenges, such as homelessness and publicly subsidized housing. In *Squatting and the State: Resilient Property in an Age of Crisis*, Lorna Fox O'Mahony (Essex) and I develop a new method for considering the impact of private property in the face of challenging land problems through the lens of five case studies in the U.S., the U.K., Ireland, South Africa, and Spain. That method considers the impact of various aspects of legal scale to understand the role of land narratives in shaping responses to land issues, and the impact of those responses on a multiplicity of interests including owners, neighbors, markets, and the state. The book traces how state responses to land problems are often scaled between rhetorical values (rhetorical scale), federal, state, and local powers (hierarchical scale), and local resources and opportunities (allocative scale).

Applying this method has been the primary direction for my research agenda for the next few years. This year I have agreed to publish a retrospective Article titled *American Squatter*, arguing that understanding approaches to squatters and land policy can articulate other American values at play in the new world across time, such as utility, and the role of land in shaping access to democratic opportunity. Likewise, with Fox O'Mahony, I agreed to publish for the *Louisiana Law Review* an article titled *Property and the Pandemic*, dealing with state responses to the Pandemic in 2020 through a resilient property methodology. Additionally, we have proposed an Oñati Institute program on the Future of Resilient Property to take place in 2023 that brings scholars together to apply the methodology we developed in these earlier works. We are currently in the process of proposing three new books based on solicitations from various publishers. Edward Elgar Publishers has requested us to write a book in their rethinking property series unpacking how resilient property approaches other land problems, like ruralism. Additionally, we have been asked to submit a proposal to the University of California Press, which we plan to do around the topic *Property and Scale*, unpacking how resilient property theory navigates between different types of scale and helps articulate how to understand land reform movements (like land development focused on ruralism). Additionally, we have been asked to write three chapters in various collections forthcoming in the next year, all of which shall implicate resilient property theory.

The study on Irish ruralism affords a unique laboratory for each of these projects, giving me the opportunity to develop a data set from rural users where the state has taken overt efforts to sustain rural communities through housing initiatives.

**How will the sabbatical grant assist you in pursuing your research or project? Please include any details regarding how you plan to spend this grant, for example: course buy-out, archival trips, data sets, etc. (500 Words)**

Southern University allows professors to take a sabbatical in one of two ways: either a one semester sabbatical or a full year at half-teaching load. If faculty have outside funding to buy-out those courses, they can pursue a full-year fully funded sabbatical. My Chancellor has agreed to support me

for a Sabbatical. Accordingly, I would like funding to buy-out my remaining courses to extend the sabbatical a full year.

I have been invited by the faculty and administration at the National University of Ireland – Galway (NUI-G) to conduct this research during the 2022-2023 academic year with support from the University for overhead and other resources. The support from NUI-G is important as the University hosts several Centres that would be integral to the research and dissemination of findings, including the Centre for Housing Law, Rights and Policy, and the Rural Studies Research Centre. The university has sponsored me for a Fulbright opportunity next year (which is pending) but has also generally extended an invitation to support me as a visiting research professor in residence and devote any funds from the Fulbright allocation to that effort should the Fulbright application not be funded for any reason. While the University's support is generous, it is not enough to make up the difference between my costs that will remain in the U.S., and costs of living while in Ireland on the research program.

Because the Fulbright program covers costs abroad, scholars with financial commitments in the U.S. must find support to offset continuing costs if the University Support does not equate to their full salary. For example, I have a mortgage and two children (one of whom starts college this year). That means for me to financially undertake this research I must identify funding sources that would enable me to pursue this opportunity by closing the gap between the sabbatical funding and my current salary rate. Fulbright provides certain costs that minimize the impact of living abroad, but those costs are never fully captured on a one-to-one basis.

I anticipate that the funding breakdown for carrying out this research program will look as follows:

Southern University 2023 Sabbatical Support:	\$70,000
IHS Sabbatical Support	\$50,000
Fulbright/ NUI-G In Residence Support	\$38,700

**What are your expected outcomes (e.g. publication, career advancement) for this sabbatical and project?**

First, I want gain a greater understanding of how individuals in Ireland think about the relationship between rural places and private property and whether that understanding can be identified in policy around rural entrepreneurialism. Rural studies have mostly focused on “counter-urbanism” suggesting three types of motivations that encourage rural development: (1) the ex-urbanization motivation, or affluent urban residents seeking a country-lifestyle in close proximity to urban environments; (2) displaced urbanization, where former urbanites relocated to rural areas for economic opportunity; and (3) anti-urbanization, people seeking to live and work in non-urban areas and driven by strong-anti-urban instincts. (Gkartziros & Scott 2009). This project proposes a fourth category of study –Rural Entrepreneurialism – considering how law and policy support economic endeavors by individuals who seek to capitalize financially from the ex-urban or anti-urban sentiments. Specifically, this project focuses on how planning ordinances in rural counties that promote or discourage rural entrepreneurialism in two forms – AirBNB or other short-term rental sites that promote tourism to rural destinations, and housing developments in rural areas aimed at attracting disaffected urbanites to the rural environment.

Second, I want to gain a greater understand of what constitutes “Rural entrepreneurialism” and how rural entrepreneurialism is supported by the law and values of private property. Rural entrepreneurialism has been defined as “a form of endogenous entrepreneurship which has to do with the social-spatial dimension of the rural and adds something extra to rural communities.” (Pato 2020). In Ireland, Rural areas are defined by the census as area types with a population of less than 1500 people. According to the most recent census, 31.4% of the population lives in rural areas, some of which are in close proximity to urban areas. (Census 2019). While the definition of an area as rural may be based on population, the meaning of rural as a community indicator can infer other qualities, such as agricultural, remoteness, homogeneity, or resource-poor areas of a state. (Bracken 2008). While Ruralism may be known if encountered (more than defined – the so-called, I know it when I see it test), there is still a question that lingers whether individuals that participate in rural entrepreneurialism see themselves as rural or something else.

Finally, I want to gain a greater understanding of how private property values shape state approaches to land resources and its support for those resources. To do so I will look at Statements made when legislation is passed regarding rural places, attend and listen to local officials discourse around private property when addressing rural challenges, and attempt to get clarification about the meaning of ruralism from officials in their capacity.

**Please describe your plan to promote your findings to scholars outside your discipline through public discourse, and/or policy discourse. (500 Characters)**

First, the project will produce a website hosted by NUI-G where data will be available to the public and to researchers. Additionally, two reports will be completed outlining findings. These reports will also be disseminated by NUI-G and available on the website. Third, the project will maintain social media presence where images and information will be regularly available. Fourth, I plan to do a local Ted Talk event in Galway. Fifth, the research will be presented in a forthcoming chapter.

**What are your future plans for this proposed research agenda/project? Will this lay the groundwork for future projects? Please explain. (500 Words)**

In addition to the projects I laid out earlier, I have in mind writing a series of articles or books in two types of projects. The first is tracing the reality and mythology of rural places in the U.S. and Ireland, considering the role of Irish settlers in shaping U.S. land relationships. No country was a greater beneficiary of the 19th and 20th Century Irish diaspora like the U.S. Its presence is exemplified by the names of cities, neighborhoods, and other landmarks where Irish people settled. Seeking refuge out of Ireland by the great potato famine, many found the U.S. to be a welcome opportunity. Many Irish found the U.S. conducive to their anti-British sentiments due to a shared experience with British Imperialism. The U.S. also offered a vast space of unclaimed land to settle on. This tension was not unusual and was highlighted by many Irish immigrants participants engaging in land wars in different places.

For example, one such person was James McClatchy, an Irish immigrant who founded the Sacramento Bee and editorialized his views on land regularly, including, at times, advocating violence. In one dramatic call, McClatchy, after declaring that God’s laws were above man’s laws, stated: “if the land-holders act as they do, we shall be obliged to lick ’em.” McClatchy was described by at least one historian as “bringing an Irishman’s hatred of land monopoly to his leadership of the squatters in the gold rush period and then to the Bee’s editorial column.” Another important Irish

figure that fully embraced American values through land was Lawrence Murphy, was an Irish land owner and cattle rancher and was a key figure in the 19th Century Land Wars in New Mexico. Murphy was a prominent figure in New Mexico politics. Finally, the Irish were significant in Oklahoma prompting the Choctaw Tribe of Oklahoma to give money to support the Irish during the Potato famine. What I hope to draw out of these stories (and learn from my time in Ireland) is how the Irish views of the land contributed to their understanding of the American West and frontier.

The second type of project is considering the “new land reform” movement that is focused on rural spaces. Land reform recently has focused on rural locations and the need to preserve communities, farming identities, and access to open land reserves. This project will figure prominently in providing background and stories in thinking through what constitutes a land reform movement, how does land reform translate to already existing land structures, and what role in a modern liberal democracy should the state play in land reform measures.

**Have you or do you plan to secure additional financial support for this sabbatical? If so, please indicate the funder(s) name, amount, and status (approved or applied). (500 Words)**

Yes. I have applied for Fulbright Support (as indicated above) to spend a year working on this project in Ireland. National University of Ireland- Galway as pledged support in the form of a visiting appointment if the Fulbright funding does not come through. However, as noted above, that would not be sufficient to support this research since my university funding would not cover a full-year worth of buy-back time.

Marc L. Roark  
Louisiana Outside Counsel for Health and Ethics Endowed Professor of Law (with tenure)  
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Southern University Law Center

Affiliated Research Associate Professor  
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## **I. ACADEMIC APPOINTMENTS**

### **Primary Appointment**

#### **2018 - Southern University Law Center**

- 2018 – 2019 Visiting Professor
- 2019 – 2020. Associate Professor and Senior Fellow
- 2020 - 2021 Louisiana Outside Counsel Professor of Health and Ethics Professor of Law and Senior Fellow
- 2021 – Pres. Louisiana Outside Counsel Professor of Health and Ethics Professor of Law (with tenure) and Senior Fellow

Courses Taught: Contracts, Common Law Property, Civil Law Property, Torts, Security Devices, Secured Transactions

### **Secondary and Past Appointments**

#### **2021 - University of Pretoria (Department of Private Law) Associate Research Professor**

#### **2021 - University of Monterey, Mexico (Department of Private Law) Visiting Professor**

Course Taught: Introduction to American Law and the U.S. Constitution

#### **2021 - St. Mary's University School of Law Visiting Professor**

Course Taught: Secured Transactions

#### **2012-2018 Savannah Law School**

- 2012-2014 Associate Professor without Tenure
- 2014-2016 Associate Professor with Tenure
- 2016- Pres. Full Professor

Courses taught: Property (6 hours and 4 hours), Land Use (3 hours), Property Law Seminar: Property, Identity, and Discourse (2 hours), Law and Literature (3 hours), Property and Literature (2 hours), American Legal History (3 hours) Secured Transactions (3 hours), Sales (3 hours), Payment Systems (3 hours), International Sales (3 hours), Torts (6 hours), Professional and Academic Success Seminar (2 hours).

#### **2009-2012 University of La Verne College of Law**

- 2012-2012 Associate Professor of Law
- 2009-2012 Assistant Professor of Law

Courses taught: Property (5 hours), Secured Transactions (2 hours), Law and Literature (2 hours), Property Law Seminar: Property and the Constitution (2 hours).

#### **2008-2009 University of Missouri College of Law**

- 2008-2009 Visiting Associate Professor of Law

Courses Taught: Torts (5 hours), Sales and Leases (3 hours), Secured Transactions (3 hours), Payment Systems (3 hours) – I also taught as a returning visitor Payment Systems during the summer session from 2009-2012.

#### **2007-2008 University of Tulsa College of Law**

- 2007-2008 Visiting Assistant Professor of Law

Courses Taught: Sales and Leases (3 hours), Secured Transactions (3 hours), Law and Literature (3 hours), International Sales (3 hours).

### **International Designations**

- September 8-27, 2017 University of Essex College of Law (International Visiting Researcher in Residence).
- October 2017 – October 2021, Fulbright Specialist, U.S. Department of State, Bureau of Educational and Cultural Affairs
- July 2 – 9, 2019, University of Adelaide, Visiting Scholar in Residence
- January 2021, Universitat Rovira I Virilli Unesco Housing Chair Appointment to Advisory Panel

## Selected Service on Ph.D. Committees/ Peer Review/ Promotion Committees

Outside Reviewer, Promotion Application, University of British Columbia, CA  
Advisor, Ph.D. Candidate University of Monterey, Human Rights in Housing  
Outside Reviewer Promotion Application, University of Pretoria, South Africa  
Ph.D. Reviewer, Dissertation, An Exclusionary Housing Perspective on Spatial Justice: Location, Affordability, and the South African Constitution, University of Pretoria, South Africa  
Outsider Reviewer Tenure Promotion, University of Seattle, School of Law  
Outside Reviewer, Tenure Promotion, St. Louis University School of Law  
External Reviewer, Dissertation, Application of the Doctrine of Adverse Possession Under English and Nigerian Law: A Comparative Study, National University of Ireland – Galway  
Outside Reviewer Promotion and Tenure Application – Barry University School of Law

## II. SCHOLARSHIP

### BOOKS

1. *Squatting and the State: Resilient Property in an Age of Crises* (with Lorna Fox O'Mahony) (Forthcoming Cambridge University Press) (2022).
2. *Under-housed: Understanding Housing Paradigms through Property* (Forthcoming Cambridge University Press) (2024)
3. *Color me Secured: Exploring Article 9 with Crayons* (with Colin Marks) (2017).

### ARTICLES (Citations to Article below entry)

1. *American Squatter*, forthcoming ALBANY LAW REVIEW (2022)
2. *Comparative Property Law and the Pandemic: Vulnerability Theory and Resilient Property in an Age of Crisis*, (with Lorna Fox O'Mahony), forthcoming LOUISIANA L. REV. (2022)
3. *Secured Transactions Laws and Economic Development on American Indian Reservations*, 111 AEA PAPERS AND PROCEEDINGS 1 (2021) (with Dippel, Feir, & Leonard).
4. *Scaling Commercial Law in Indian Country*, 8 TEXAS A&M LAW REVIEW 81 (2020).
5. *Under-Propertied Persons*, 26 CORNELL JOURNAL OF LAW AND PUBLIC POLICY 1 (2017) (selected as lead article).  
Cited in *Annual Review of Law and Social Science* (2020); *Georgetown Journal on Poverty Law and Policy* (2020); *Notre Dame Law Review* (2021); *Antipode* (2020); *NYU Law Review* (2020); *Environmental Law* (2019); *Denver Law Review* (2018); *Journal of Property, Planning, and Environmental Law* (2018); *Seattle L. Review* (2018); *NYU Law Review* (2018); *Savannah Law Review* (2018);  
Dissertation and Thesis Submissions: *Securing Housing for All in Diverse European Societies: Applying International Law to the Housing Context* (UC Louvain 2020)
6. *Poetry and Property: Reflections on Marc R. Poirier (1952-2016)*, 3 JOURNAL OF LAW PROPERTY AND SOCIETY 13 (2016) (solicited tribute and reflection on scholarship of Marc Poirier).
7. *Place and Identity in Lee and Warren*, solicited colloquium article dedicated to Harper Lee's *Go Set a Watchman*, forthcoming CUMBERLAND LAW REVIEW (2016).
8. *Retelling the English Sovereignty*, 4 BRITISH J. AMER. LEGAL STUDIES 81 (2015) (Peer Review).  
Books: SHUBH MATHUR, *THE HUMAN TOLL OF THE KASHMIR CONFLICT: GRIEF AND COURAGE IN SOUTH ASIA* (Springer 2016).  
Journals: *Columbia Law Review* (2020); *Wisconsin Law Review* (2016)
9. *Human Impact Statements*, 54 WASHBURN L. J. 649 (2015) (solicited as part of Colloquium: Future of Housing)  
Journals: *UCLA L. Review* (2019); *International Data and Privacy Law* (2020); *Computer Law and Security* (2019); *Savannah Law Review* (2019); *Fordham Urban Law Journal* (2017); *Cornell Journal of Law & Public Policy* (2017)
10. *Slavery, Property and Marshall in the Positivist Legal Tradition*, 2 SAVANNAH L. REV. 45 (2015) (solicited as part of Colloquium: Reintegrating Spaces).  
Articles: *Savannah Law Review* (2015)
11. *Homelessness at the Cathedral*, 80 MISSOURI L. REV. 53 (2015).  
Journals: *Harvard Civil Rights-Civil Liberties Journal* (2020); *Emory Law Journal* (2020); *Savannah Law Review* (2019); *Michigan Law Review* (2018); *South Dakota Law Review* (2018); *Cornell J. Law and Public Policy* (2017); *Maryland Law Review* (2017); *Washburn Law Journal* (2015); *N.Y.U. Environmental Law Journal* (2017); *N.Y.U. Review of Law and Social Change* (2018); *Stanford Law Review* (2018); *Probate and Property* (2016); *Cornell Journal of Law and Social Change* (2017) *Washburn Law Journal* (2014); Cases: *Expert Report for Plaintiffs Solicited by British Columbia Supreme Court: City of Abbotsford v. Shantz* (01/21/2015) (docket no. S1516820).
12. *Payment Systems, Consumer Tragedy, and Ineffective Remedies*, 88 ST. JOHNS L. REV. 39 (2014).  
Economic Analysis of Negotiable Instruments as a Payment System *Encyclopedia of Economic Rights* (2017); White Paper: Pew Charitable Trust, *The Legal Framework of Mobile Payments: Gaps, Ambiguities and Overlaps* (2016); Practice materials: *Illinois Practice Materials: Intro to Banking Deposits* (2014-2018); *Illinois Practice materials: Source Materials* (2014-2018); *Uniform Commercial Code: Forms and Materials* (2015); *Uniform Commercial Code Law Letter* (2015).



13. *Disease, War, and Waste: A Consideration of External Factors on the Trade Fixtures Doctrine Between 1350-1803*, 41 CUMBERLAND L. REV. 1 (2012) (selected as lead article for volume).  
Journals: University of Chicago Law Review (2016)
14. *The Contracts Course Survey*, 61 J. LEGAL ED. 435 (Feb. 2012).  
Journals: San Diego Law Review (2012); Michigan State Law Journal (2016); Kansas J. Public Policy (2009).
15. *Limited Sales Warranties as an Alternative to Intellectual Property: An Empirical Analysis of the Deterrent impact on consumers of the I-Phone Warranties*, DUKE L & TECH. REV. (Fall 2010).  
Journals: Duquesne Law Review (2012); St. Johns Law Review (2014); Rutgers Computer and Tech Law Journal (2011); Practice Materials: Hawklund Uniform Commercial Code Series: Express Warranties by Affirmation, Promise, or Description (2009-2018).
16. *Groping Along Between Things Real and Things Personal: Defining Fixtures in law and Policy in the UCC*, 78 U. CINCINNATI L. REV. 1437 (2010).  
Journals: Texas A&M Law Review (2020); William Mitchell Law Review (2013); Uniform Commercial Code Journal (2014); University of Cincinnati Law Review (2017); DePaul Business and Commercial Law Journal (2011); Cases: Kaheawa Wind Power LLC v. County of Maui, 456 P.3d 149 (Hawaii Supreme Court 2020) Idaho First Bank v. Bridges, Appellant's Opening Brief (2017)
17. *The Real Property Interest in the UCC: Fixtures and Encumbrances*, 42 UCC L. J. 197 (2010).  
Articles: UCC Law Journal (2010).
18. *Loneliness and the Law: Solitude Action and Power in Law and Literature*, 55 LOY. L. REV 45 (2009).  
Books: MICHAEL J. MEYER, HARPER LEE'S TO KILL A MOCKINGBIRD: NEW ESSAYS (2010); Journals: *Mississippi Law Journal* (2017); *Cumberland Law Review* (2012).
19. *Reading Mohammed in Charleston: Understanding U.S. Jurisprudential Approaches to Law, Language and Norms* 14 WIDENER L. REV. 205 (2007).  
Books: SALIM FARRAR & GHENA KRAYEM, ACCOMMODATING MUSLIMS UNDER THE COMMON LAW: A COMPARATIVE ANALYSIS (Routledge 2016); Dissertation and Thesis Submission: Feminist Narratives on Islamic Law: Alternative Approaches (2011); Journals: *Vermont Law Review* (2017); *Cumberland Law Review* (2012).
20. *The CONSTITUTION as IDEA: Defining – Describing – Deciding in Kelo*, 43 CAL. WEST. L. REV. 363 (2007).  
Journals: *Urban Lawyer* (2012); *University of Pennsylvania Journal of Law and Social Change* (2011); *Loyola Law Review* (2009); *Widener Law Review* (2008); *Penn State Environmental Law Review* (2007); *Young Scholars in Writing* (2009); Practice materials: *West Practice Resources on Government Takings* (2007-2018); *West Practice Resources on Local Government* (2007-2018).
21. *Opening the Barbarians' Gate or Watching the Barbarians from the Coliseum: A Requiem on the Nomos of the Louisiana Civil Law*, 67 LA. L. REV. 451 (2006).  
Journals: Texas A&M Law Review (2020); *Loyola Law Review* (2013); *International Journal of Legal Information* (2011); *Widener Law Review* (2008); Books: ALWD Guide to Legal Citation (2017).
22. *All in the Family: The Apocalyptic Legal Tradition as Crit Theory*, 75 UMKC L. REV. 482 (2006).
23. *Note, Warning! Road Block Ahead!: Louisiana creates Log Jam of Search and Seizure Analysis*, 46 LOY. L. REV. 1341 (2000).

#### OTHER PUBLICATIONS

1. *When Disability Law meets Private Land Use Regulations: Understanding Emerging Constraints on Private Land Use Controls*, 67 LA. BAR J. 180 (2019)
2. *Unpacking Adverse Possession and Ownership as 'Crude Legal Functionalisms,': Starecheski on The Lower East Side Squatters: Book Review of Ours to Lose: When Squatters Became Homeowners in New York City by Amy Starecheski* FORDHAM URBAN LAW JOURNAL (2020)
3. *Law, Literature, and Identity*, Hedgehogs and Foxes Journal of the American Bar Association (2019).

#### PRESENTATIONS AND PANELS

##### Upcoming

1. March 9-10, 2022, Public Choice Economics – Nashville Tennessee, Invited Participant, Institute of Humane Studies Organized Panel
2. March 28, 2022, Pepperdine University Law School Faculty Colloquia, Squatting and the State
3. March 31, 2022, Cal Western Law School Faculty Colloquia, Squatting and the State
4. April 22, 2022, University of Maastricht, Rethinking Property Law presentation: The Scale of Land Reform

##### Past

1. January 15, 2022 Vulnerability Initiative – The Housing Trust and Resilient Cities
2. December 9, 2021 Future of the EU/ Future of Housing (Featured Panelist) *Is an Arzig type Shift Possible in the U.S.*

3. December 10, 2021 Trinity University Faculty Colloquia *Squatting and the State*
4. September 13-14, 2021 Lectured National University of Ireland – Galway: American Squatter and Resilient Property Method.
5. July 25 – August 1, 2021 Southeastern Association of Law Schools
  - a. Moderated Panel on Developing your scholarship goals
  - b. Panelist Mock Interviews and Job Talks
  - c. Panelist – Marketing your Scholarship Brand
  - d. Moderated panel on International collaboration
  - e. Panelist – Property and Emotions Panel.
6. July 17, 2021 Moderated Panel on Urban Legal Changes, International and Comparative Urban Law Conference (virtual)
7. May 28, 2021, Association of Law, Property and Society
  - a. Plenary Session Panelist – Book of Trespass
  - b. Presented Resilient Property Theory
  - c. Moderated: Property Rights Globally
8. April 23, 2021, Emory University, Property and Vulnerability Workshop Convener, Property and Resilience
9. January 21, 2021 – Creighton University Deans Fellows, Presentation – Squatters and the Law
10. January 17, 2021 Housing Workshop Squatters and Expropriation, Universitat Rovira I Virilli (Virtual)
11. January 6-7, Association of American Economists Annual Meeting, Culturally Appropriate Institutions: Secured Transactions Laws and Reservations.
12. December 4, 2020 Indigenous Private Law Conference, Montreal CA – Scaling Commercial Law in Indian Country
13. December 3, 2020 Uniform Law Commission – Culturally Appropriate Institutions: Secured Transactions Laws and Reservations.
14. November 27, 2020, Ius Commune, Property and Covid Discussion – Panel Discussion with John Lovett, Lorna O'Mahony coordinated by University of Maastricht, Netherlands.
15. November 17, 2019 Hoover Institution Workshop on Indigenous Capital, Growth, and Property Rights, *Measuring Impact of Secured Transactions Laws on Tribal Lands* (Presenter)
16. July 29 – August 5, 2020 (Southeastern Association of Law Schools:
  - a. Organized panels: Property and Well-Being; The Ric Flair Rule: Market Economics, Political Power, and Critical Awareness in a Global World;
  - b. Moderated panels: Narratives of Legal Change; Aspiring Law Teachers Workshop: Crafting your Scholarship Goals; Workshop on Internationalization: International Cooperation and Faculty and Student Exchanges;
  - c. Panel Discussant: Property and Well-Being; Aspiring Professors Workshop: Beating the Odds; Aspiring Law Teachers Workshop: The Art of Self-Promotion; Commentator on Junior Scholar works in progress papers.
17. May 28, 2020, Property Con-Online (*Squatters and the State – Developing a Methodology*).
18. May 28-30, Association of Law Property and Society Meeting presenting Squatters and the City (Cancelled due to Covid).
19. May 27, 2020 Property in a Mixed Jurisdiction (discussant and Organizer with John Lovett) (Cancelled due to Covid)
20. May 26, 2020, Young Property Lawyers Forum (discussant) Loyola University Law School New Orleans (cancelled due to Covid)
21. April 9-11, Poverty Law Conference *Homeless Cities*, U.C. Berkeley (Cancelled due to Covid)
22. April 4, 2020 Faculty Colloquia University of Maine School of Law (Squatters and the law) (Cancelled due to Covid).
23. March 2, 2020, Faculty Colloquium Presenter, St. Mary's University, Presenting Scaling Responses to Squatters from Squatters and the State
24. February 17, 2020, Creighton University Law Review Symposium, Presented Housing Trusts and City Resilience
25. AALS, Workshop on Business Law and Legal Geography (January 2020)
26. November 17, 2019, Stanford University Hoover Institute Workshop on "Indigenous Capital, Growth, and Property Rights", Measuring Utilization of Secured Transactions Laws in Indian Country.
27. October 17, 2019, Universitat Rovira I Virilli, Fourth Annual Affordable Housing Workshop, *Squatters, Scale, and Urban Response* (Cancelled due to protests).
28. October 4, 2019, George Mason Law and Economics Program on Austrian Economics, Works in Progress Workshop – Squatters, Scale, and Interests.
29. August 26, 2019, Federated States of Micronesia Supreme Court Legal Education Conference, YAP, FSM, Implicit Bias – the Basics (1.5 Hours); Implicit Bias and Property (1.5 Hours)
30. July 25-August 2, 2019 Southeastern Association of Law Schools Annual Meeting: Discussant in Property Beyond Boundaries; Cooperative Federalism; Developing Your Research Agenda; Preparing for the Teaching Market.
31. July 12, 2019 University New South Wales *Scale, Squatters and the Urban Setting*
32. July 8, 2019 University of Adelaide: *Scale, Squatters and the Urban Setting*

33. June 4, 2019 University Rovira i Virilli Keynote Lecture: 10 years after the Crash – Lessons Learned
34. May 20, 2019 Syracuse University *Scale, Squatters and the Urban Setting*
35. January 31, 2019 Texas A&M Property Works in Progress *Squatters and the State*
36. November 2, 2018 Southern University Law Center, Panel Moderator Indigenous People and Sovereignty
37. September 21, 2018 Leeds University, 10<sup>th</sup> Annual Vulnerability Conference: Squatters and the State
38. September 19, 2018, National University of Ireland – Galway, lectured to students and faculty titled: *Adverse Possession, Squatters, and Trespassers in the U.S. through a Global Lens*
39. September 8, 2018, Furman University: Military Consumer Issues and Homelessness, invited by Furman ROTC program to deliver comments to cadets
40. June 12, 2018, Savannah Evictions: What they Mean... Round Table Organized by Georgia Legal Services
41. May 30-June 2, Presentation Squatters and the State, Association of Law Property and Society, Maastricht, Netherlands
42. May 30-June 2, Moderated two panels on property theory and property rights
43. September 27, 2017, lecture on squatters rights and state responsiveness, University of Barcelona
44. September 26, 2017, lecture on squatters rights and state responsiveness, University of Rovira y Virgili
45. September 8-27, 2017 delivered a series of lectures at the University of Essex titled Paradigms of Property's Discourse
46. September 22, 2017 University of Essex, Colchester UK, Squatters, State Responsiveness, and Resilience
47. September 18, 2017 National University of Ireland, Housing, Squatters, and Prosperity
48. May 20, 2017 Association of Law Property and Society: Public Housing Eviction: A Study in Marginal Property
49. April 27, 2017, Universitat Rovira i Virgili's Housing Chair panel on Housing, Public Housing Evictions and What they Mean
50. February 2, 2017, Texas A&M School of Law, Property Roundtable: Under Propertied Persons.
51. October 17, 2016, Cornell University Law School, Property Scholarship Colloquium: Under-propertied Persons.
52. October 6, 2016, Loyola Law School New Orleans Law School, Faculty Colloquium: Under-propertied Persons.
53. September 16, 2016, Savannah Law School Law Review Symposium: Fictional Property.
54. August 4 – 5, 2016, Southeastern Association of Law Schools, Mentoring Panel on Law School Hiring.
55. August 5, 2016, Southeastern Association of Law Schools, Discussion Group: The rise of the non-JD programs.
56. August 6, 2016, Southeastern Association of Law Schools, Discussion Group: The Second Amendment.
57. May 21, 2016, Association of Law Property and Society, Plenary Panel: Property and Poetry: Tribute to Marc Poirier.
58. May 20, 2016, Association of Law Property and Society, Wasted Identity: How individuals that live outside of Property navigate property.
59. September 23, 2015, Savannah Law School Law Review Symposium: Moderator Panel on Death, Dying and the Law.
60. July 28, 2015, Southeastern Association of Law Schools, Mentoring Panel on Law School Hiring.
61. May 7, 2015, Association Law, Property, and Society, Unpopular Property: Neighborhoods and Conflict.
62. March 8, 2015, Association of Law Culture and Humanities, Robert Penn Warren and Southern Exceptionalism.
63. February 9, 2015, SCAD Community Forum discussing the implications of Clybourne Park performance.
64. February 8, 2015, Washburn University Colloquium on Fair Housing, Invited Presenter: Human Impact Statements.
65. August 1-8, 2014, Southeastern Association of Law Schools, Presenter: Conflict in the HOA.
66. August 1-8, 2014, Southeastern Association of Law Schools, Faculty Mentor, Young Scholars Colloquium.
67. August 1-8, 2014, Southeastern Association of Law Schools, Faculty Mentor, Junior Scholars Works in Progress Panel.
68. May 28, 2014, Law and Society Annual Conference, Moderator, Panel on Social Identity.
69. May 28, 2014, Law and Society Annual Conference, Homelessness and Identity in the City-Scape.
70. April 4, 2014, University of Utah Conference on the Novel, Salt Lake City, UT, Robert Penn Warren and Southern Exceptionalism.
71. March 10, 2014, Association of Law Culture and Humanities, Charlottesville, VA, Discussant Resistance 2.
72. March 10, 2014, Association of Law Culture and Humanities, Charlottesville, VA, RIULPA and Zoning.
73. February 22, 2014, International Contracts Conference, Miami, FL, Presenter Payments Systems, Consumer Tragedy, and Ineffective Remedies.
74. February 22, 2014, International Contracts Conference, Miami, FL, Panel Moderator.
75. February 10, 2014 Elon University Faculty Colloquium – Homelessness, Identity, and Rule 1 Nuisance Claims.
76. November 21-22, 2013 The Clearinghouse Annual Conference, Panel Member: When Innovation and Regulation Collide (solicited).
77. April 29, 2013, Association of Law Property and Society annual meeting, presented: Nuisance at the Cathedral. Organized panel discussion.
78. November 10, 2012, Stetson University 11<sup>th</sup> Circuit Scholars Conference, presented: The Unsecured Aggregate Creditor in a Payments Policy Paradigm.

79. March 17, 2012, Association for the Study of Law, Culture and the Humanities, presented: Re-Entering the Loneliness: Robert Penn Warren, Reconciliation and the Law.
80. March 17, 2012, Association for the Study of Law, Culture and the Humanities, discussant for Panel on Global Citizens: Violence and the Transnational Subject.
81. November 4, 2011, Symposium Mobile Technology and the Law: Mobile Money and the Possibilities/Challenges of Payments Policies (solicited).
82. March 11-12, 2011, Association for the Study of Law, Culture and the Humanities, *discussant* for Panel on Property's Futures.
83. March 11-12, 2011, Association for the Study of Law, Culture and the Humanities, *presented: Popular Property: Using Process-Laden and Property-Laden Concepts to protect Memory and Identity.*
84. March 4-5, 2011, Association of Law Property and Society, presented: *Property at Law's End: How instincts towards private property transcend towards entitlements – Memory and Identity.*
85. April 30, 2010, Conference on Intellectual Property, Iona College, presented: *Reshuffling the Art on the Cathedral Walls: Viewing Entitlements in Copyright through the outlier lens.*
86. March 8, 2010, Association of Law Property and Society, *Present Disease, War and Waste, A Consideration of External Factors on the Trade Fixtures Doctrine 1450-1803*, Georgetown University.
87. August 2009, Panel on Contracts Pedagogy, presented: *The Contracts Survey 2009*, Southeastern Association of Law Schools, Palm Beach, Florida.
88. June 13, 2009, Conference on Intellectual Property, Panel discussion on Legal Limits of Intellectual Property, Iona College, New York.
89. April 21, 2009, *Limitation of Sales Warranties as an Alternative to Intellectual Property*, University of Kansas, Workshop.
90. March 9, 2009, Respondent to James Copeland, Manhattan Institute, "The Law Industry and How much it costs our society," University of Missouri Federalist Society.
91. February 11, 2009, *Limitation of Sales Warranties as an alternative to intellectual property* University of Missouri.

### III. EDUCATION

**Duke University School of Law**, Durham, North Carolina

*Masters of Laws U.S.* (May 2006) G.P.A.: 3.621

University Scholar Fellow, Only Admitted student for the U.S. LL.M 2005 – 2006

**Loyola University School of Law**, New Orleans, Louisiana

*Juris Doctor, Magna cum laude* (May 2002)

Class Rank: Top 3/172 G.P.A.: 3.691

LOYOLA LAW REVIEW Managing Editor , William Crowe Distinguished Scholar

**Louisiana State University**, Baton Rouge, Louisiana

Bachelors of Arts in History (May 1997)

### IV. OTHER EMPLOYMENT

**Smith Gambrell & Russell, L.L.P.**, Atlanta, Georgia (2006 – 2007)

*Associate, Commercial and Federal Litigation:* construction litigation, security devices, bankruptcy, sales and lease contract enforcement, commercial arbitration, litigation in both state and federal courts.

**Phelps Dunbar, L.L.P.**, New Orleans, Louisiana (2002 – 2004)

*Associate, Commercial Litigation:* cross transactional/ litigation: bailments, lien practice, sales and lease contracting, construction litigation, commercial arbitration, bankruptcy, security devices, warranties for commercial paper.

### V. PROFESSIONAL ASSOCIATIONS, ACTIVITIES, AND MEMBERSHIPS

American Society for Law and History

Louisiana Historical Society

Phi Delta Phi Honor Society

Alpha Sigma Nu Honor Society

Choctaw Nation of Oklahoma

National Native American Bar Association

**VI. BAR ADMISSIONS**

- Louisiana (Inactive)
- North Carolina (Inactive)
- District of Columbia (Active)
- United States Supreme Court
- United States Fifth Circuit (Inactive)
- United States Fourth Circuit (Inactive)
- United States Eleventh Circuit (Inactive)
- U.S. District Courts (Eastern, Western, and Middle Districts) of Louisiana (Inactive)
- U.S. District Courts (Eastern and Western Districts) of North Carolina (Inactive)

**ADMINISTRATIVE EXPERIENCE**

**Significant University-Based Administrative Experience**

**Savannah Law School**

- Designed and implemented the Academic Support Program for Savannah Law School
- Director, Savannah Law School's Student Academic Success (2012-2013)
- Chair, Outside Research; Lead Negotiator of Inter-Institutional Agreement between Savannah Law School and Savannah State University to merge IRB offices
- Savannah Law School Faculty Representative to the Board of Directors
- Vetted and recommended adjunct faculty for review, Savannah Law School and University of La Verne
- Facilitated employment contacts between career services office and law firms, Savannah Law School
- Facilitated contact between career services office and judicial court for extern opportunities, Savannah Law School
- Drafted portions of Self-Study, Savannah Law School
- Law faculty representative to University Strategic Planning Committee

**Southern University Committees**

Curriculum	2018-2019
Foreign Study	2018-2019
Strategic Planning	2018-2019

**Savannah Law School Committees**

Admissions (Chair)	2013-2014 (Chair), 2012-2013, 2015-2016,
Academic Standards	2013-2014 (Co-Chair), 2015-2016 (Chair)
Institutional Assessment	2015-2016, 2017-2018
Curriculum	2017-2018 (Chair), 2016-2017 (Chair), 2015-2016, 2014-2015 (vice chair), 2012-2013
Faculty Development	2015-2016, 2017-2018
Retention, Promotion and Tenure	2012-2013, 2013-2014, 2015-2016, 2016-2017, 2017-2018
Appointments (Chair)	2012-2013, 2014-2015 (Chair)
Law Review Symposium Committee	2014-2015
Self-Study	2012-2013, 2014-2015
Internal Review Board (Vice Chair)	2014-2015
Strategic Planning	2012-2013

**University of La Verne Committees**

Admissions	2011-2012
Diversity (Chair)	2009, 2010, 2010-2011, 2011-2012
Law School Orientation (Faculty chair)	2010-2011, 2011-2012
Faculty Development (Chair)	2011-2012

University Strategic Planning 2011-2012  
Academic Standards 2009-2010, 2010-2011  
Self-Study 2010-2011

**University of Tulsa Committees**  
Black Studies Committee (University) 2007-2008

### **Non-University Related Administrative Experience**

#### **Center Court Inc., Improving Lives through Accountability**

Marketing and Resource Procurement 2014-Present

- Designed and built website ([www.savannahcentercourt.org](http://www.savannahcentercourt.org))
- Launched social media sites for organization
- Coordinated fund raising campaign to raise \$100,000
- Oversaw strategic marketing plan
- Oversaw event coordination
- Oversaw and directed grant applications

#### **Georgia Swimming LSE**

Operational Risk and Safety Chair

- Develop standards to evaluate educational approaches for teams, officials, and athletes within the LSE
- Develop pathways to communicate aims of the organization to constituents
- Build a committee and pipeline for future board development
- Communicate with USA Swimming regarding new initiatives on behalf of the LSE
- Monitor and report on safety occurrences on behalf of Georgia Swimming.

#### **Homeless Authority of Savannah**

Advisor

Worked closely with executive director to shape public policy conversations in the City of Savannah around Homelessness, including targeted editorials and a State of the City Round Table.

#### **Wilmington Park Swim Team**

President 2013-Present

In 2013, I was asked to assume control of the non-profit youth sports organization the Wilmington Park Swim Team. At the time, the organization was significantly in debt, and it was questionable whether the organization would be able to meet its contractual obligations to coaches and field a competitive organization. Also, the team was in desperate need of certain equipment upgrades to maintain competitive basis.

During my first year as President, I brought a steady hand to the competing board dynamics and also created financial stability. During that year, we were able to create a significant financial reserve, acquire equipment upgrades that were necessary for the team's competitive balance, increase coaches salaries, while not raising individual subscription costs. This past year, the organization was able to nearly double the reserves it created in the first year putting the team in position to significantly lower subscription costs for swimmers for next year. Entering the third year, the team will have a significant surplus, while increasing coaching salaries for the third year in a row.

#### **Wilmington Island Presbyterian Church**

Child-Safety Task Force 2015-Present

I assisted the task force with creating and implementing a church wide policy for addressing child-abuse allegations and inappropriate conduct towards minors.

Mission Committee 2013-Present

#### **First Christian Church – Pomona**

Elder 2010-2012

I helped formulate policy, addressed laity concerns, and helped administer sacraments within the liturgy of the church.



**REQUEST FOR LEAVE OF ABSENCE FORM  
SOUTHERN UNIVERSITY SYSTEM**

CAMPUS: SUS \_\_\_\_\_ SUBR \_\_\_\_\_ SULAC \_\_\_\_\_ SUAREC \_\_\_\_\_ SUNO \_\_\_\_\_ SUSLA x  
 Name of Employee: Dr. John Alak SSN: 420-08-5915  
 Address: 9500 Vera Cir Phone: 318-272-2930

Title: Professor of Biology Highest Degree: Ph.D.

Birth Date: 11/05/1953

NO. OF CONSECUTIVE FISCAL YEARS ACTIVE SERVICE AT THIS INSTITUTION: 20

EFFECTIVE DATE OF LEAVE: Jan 13, 2022 ANTICIPATED RETURN DATE: May 15, 2022

- Purpose of leave Requested (click one):
- a. Professional or Cultural Improvement (Must have prior approval from Chancellor) \_\_\_\_\_
  - b. Rest and Recuperation (Statement from two (2) physicians\* must be attached) \_\_\_\_\_
  - c. Independent Study or Research Statement \_\_\_\_\_
  - d. Military \_\_\_\_\_
  - e. Sick Leave x

\*must be attending physician  
 TYPE OF LEAVE REQUESTED (check one):  
 a. with pay x  
 b. without pay \_\_\_\_\_

LENGTH OF LEAVE REQUESTED: (No. of weeks, not to exceed 36 weeks) 14 weeks

MANNER IN WHICH THIS LEAVE, IF GRANTED, WILL BE SPENT:  
Physical Therapy/Recuperation

\*\*\*\*\*  
 DO YOU WISH TO RETAIN FRINGE BENEFITS? (if yes, total contribution of premium must be paid to Human Resources/Comptroller's Office in Advance)

Teacher Retirement	Yes _____	No <u>x</u>
State Retirement	Yes _____	No _____
Group Insurance	Yes _____	No <u>x</u>
Elected Supplemental Benefits	Yes _____	No <u>x</u>

I hereby agree to comply with the provisions of the Southern University Board of Supervisors' policy on leaves of absence.

12/20/2021 DATE [Signature] SIGNATURE OF APPLICANT

\*\*\*\*\*  
 PRIOR LEAVE RECORD FROM THIS INSTITUTION:

Date of Last Leave: Jan 12, 2021 - May 15, 2021 and Aug 24, 2021 - Dec 16, 2021  
 Purpose of Last Leave: Sick

TYPE OF LAST LEAVE:  
 With pay x Amount: \_\_\_\_\_  
 Without Pay \_\_\_\_\_  
 Length of last leave: \_\_\_\_\_

\*\*\*\*\*  
[Signature] Signature of Chairperson      [Signature] Signature of College Dean      [Signature] Signature of Chief Academic Officer

[Signature] Signature of Campus Chancellor      \_\_\_\_\_ Signature of System President

DATE \_\_\_\_\_ DATE \_\_\_\_\_

\*\*\*\*\*  
 \_\_\_\_\_ Signature of Appropriate Committee Chairperson      \_\_\_\_\_ Signature of Chairman of the Board  
 \_\_\_\_\_ Date      \_\_\_\_\_ Date

# SOUTHERN UNIVERSITY BOARD OF SUPERVISORS

(Following Personnel Affairs Committee)

Friday, March 18, 2022

Southern University System Board Room  
J. S. Clark Administration Building 2<sup>nd</sup> Floor  
Baton Rouge, LA 70813

## AGENDA

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Special Presentation
  - A. Above and Beyond Award
6. Action Items
  - A. Request Approval of Minutes of the February 18, 2022 SUS Board of Supervisors Meeting
  - B. Request Approval of Committee Reports and Recommendations
  - C. Request Approval of Employment Contract for Mr. Dennis Shields- President Chancellor Elect
  - D. Request Approval of Memorandum of Understanding between the Southern University and A&M College and Education Farm (SUBR)  
**This MOU is to design, develop and implement Ed Farm's Propel Program which seeks to inspire students to explore technology and pursue STEM careers.**
  - E. Request Approval to Establish a Memorandum of Understanding between the St. Tammany Parish School District and Southern University at New Orleans College of Education and Human Development (SUNO)  
***This MOU creates the opportunity to expand the relationship between SUNO's College of Education and Human Development to implement a Residency Teacher Education Program.***
  - F. Request Approval of Memorandum of Understanding between Southern University Law Center and White and Case, LLP (W&C) (SULC)

***This MOU will allow for an externship program focused on fighting racism and social injustice related to criminal justice reform, education, and economic development.***

- G. Request Approval to Establish a Memorandum of Understanding Between Jefferson Parish Schools and Southern University at New Orleans (SUNO)

***The purpose of this MOU is to implement a tuition reimbursement partnership for teachers.***

- H. Request Approval of Service Agreement between Trusted Provider Network, LLC and Southern University at New Orleans (SUNO)

***This service agreement seeks to establish professional development activities for students in the Mille Charles School of Social Work.***

7. Resolutions

8. Informational Items

- a. MOU Status Updates
- b. Legislative Updates
- c. Medical Marijuana Update
- d. President's Report
- e. Chancellor's Report

9. Other Business

10. Adjournment

## **ACADEMIC AFFAIRS COMMITTEE**

**Friday, February 18, 2022**

**Southern University System Board Meeting Room**

**J. S. Clark Administration Building 2<sup>nd</sup> Floor**

**Baton Rouge, LA 70813**

**9:00 AM**

### **MINUTES**

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

The invocation was given by Rev. Errol Domingue, Senior Pastor, Elm Grove Baptist Church.

Mr. Ja'El Robertson led the Pledge of Allegiance a senior from Southern University Laboratory

School. She is the 12<sup>th</sup> grade student of the year, and she is the daughter of Jamie Dylan.

Board Chairman Atty Edwin Shorty announced the convening of the Academic Affairs Committee. Chair

Mr. Sam Gilliam called the committee meeting to order.

#### **Roll Call by Dr. Ray Belton.**

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

**Absent: None**

#### **AGENDA ITEM 4: ADOPTION OF THE AGENDA**

There was a motion by Mr. Myron Lawson and second by Mrs. Ann Smith the agenda was recommended for adoption.

Motion Approved.

#### **AGENDA ITEM 5: PUBLIC COMMENTS**

None

#### **AGENDA ITEM 6: INFORMATIONAL ITEM**

- A. FBI Special Report (Update on Nationwide HBCU bomb threats) – Special Agent Corey Harris gave Report. He is a Southern University Alum.

**AGENDA ITEM 7: ACTION ITEM(S):**

Motion was made by Ms. Arlanda Williams and second by Dr. Leon Tarver to approve Action Items A.

Motion Approved

- A. Request Approval to Develop a New Program – Cybersecurity Certificate Program (SUSLA)

*The requested program is projected to increase student enrollment and provide more curriculum options to meet student interest and workforce needs.*

Motion was made by Mr. Sam Gilliam and second by Dr. Leon Tarver, II that Item B & C be approved globally.

Motion Approved

- B. Request Approval to Establish the Heirs Property Institute at the Southern University Law Center (SULC)

*The requested institute seeks to assist disadvantaged rural and urban families in securing or solidifying property rights in real property, with the objective of helping those individuals and families avoid involuntary loss of property.*

- C. Request Approval to Establish the Federal and Corporate Solutions Institute at the Southern University Law Center (SULC)

*The establishment of this institute would serve as a global nexus to governmental and private university sector entities by providing innovative solutions, service fees and revenue to address national and international needs.*

**AGENDA ITEM I: OTHER BUSINESS**

None

**AGENDA ITEM F: ADJOURNMENT**

Ms. Arlanda Williams made motion to adjourn the meeting.



## **FACILITIES AND PROPERTY COMMITTEE**

(Following Academic Affairs Committee)

Friday, February 18, 2022

Southern University System Board Meeting Room

J. S. Clark Administration Building 2<sup>nd</sup> Floor

Baton Rouge, LA 70813

### **MINUTES**

Board Chair Atty. Edwin Shorty announced the convening of the Facilities and Property Committee. Chair Mr. Sam Gilliam called the committee meeting to order.

Roll Call by Dr. Belton

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

**Absent:** None

#### **AGENDA ITEM 3: ADOPTION OF THE AGENDA**

Upon the motion by Dr. Rani Whitfield and second by Mr. John Barthelemy the agenda was recommended for adoption.

Motion passed.

#### **AGENDA ITEM 4: PUBLIC COMMENTS**

NONE

#### **AGENDA ITEM 5: INFORMATIONAL ITEM:**

A. Facilities Planning Project Updates (SUS)

***Ravine:***

***Accomplishments***

*Clearing and Grubbing – finished clearing all of Millennium Apartments side and phase 1 of Student Health Services*

***Pipe arrival and Fusion***

*Close to being finished with fusing all pipe*

***2 Week Look Ahead***

*Debris haul- haul off cleared debris for millennium apartments*

*Grub & Site Grading- prepare bottom of apartments to place rip rap and dirt to bottom of pipe*

*Catch Basins- Catch basins arrive and begin placement  
Install pipe and make joints with catch basins  
HDPE- Embankment is placed in lifts and pipe placement begins*

**Road/Bridge:**

*65% complete with BA Little*

- *Received FEMA approval for the electrical line repairs and erosion control change orders*
- *Expected completion May 22'*

**Capital Outlay Project Update:**

**Shreveport**

- *Louis Collier Science Building – Architect Selected*
- *Waterproofing Metro Building – Architect Selected*
- *Gymnasium Demolition – August 22' target date for demolition*
- *Drainage Project – Direct Appointment*
- *Workforce Development Building – Preliminary Programming Phase*

**SULC**

- *Renovation and Additions to Law Library – May Architectural Selection Board*

**SUNO**

- *Gate Repairs and Access Control – In Plan Review*

**Baton Rouge**

- *STEM Building – Architect Selected, moving into Schematic Design Phase*
- *New Business School – Architect Selected*
- *New Student Union – May Architectural Selection Board*
- *New Honors Dormitory – May Architectural Selection Board*
- *Fisher Hall Renovation - Contractor Mobilization and Demolition*

**AGENDA ITEM 6: OTHER BUSINESS**

None

**AGENDA ITEM 7: ADJOURNMENT**

Dr. Rani Whitfield made motion to adjourn the meeting.

**FINANCE COMMITTEE**  
**(Following Facilities and Property Committee)**  
**Friday, February 18, 2022**  
**Southern University System Board Room**  
**J. S. Clark Administration Building 2<sup>nd</sup> Floor**  
**Baton Rouge, LA 70813**

**MINUTES**

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

Roll Call by Dr. Belton

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

**Absent:** None

**AGENDA ITEM 3: ADOPTION OF THE AGENDA**

Upon the motion by Mr. Myron Lawson and seconded by Mr. Sam Gilliam the agenda was recommended for adoption.

Motion passed.

**AGENDA ITEM 4: PUBLIC COMMENTS**

NONE

**AGENDA ITEM 5: ACTION ITEM(S):**

Motion was made by Mr. Sam Gilliam and second by Dr. Leon Tarver to approve Action Items 5A.

Motion Approved.

- A. Request Approval of Renewal of Ricoh Printing Contract (SUBR)  
*Approval of this contract renewal extends the existing contract with Ricoh for twenty-nine months beginning 2-1-22 through 6-30-24.*

Motion was made by Mr. Myron Lawson and second by Dr. Leon Tarver to approve Action Items 5B.

Motion Approved.

B. Request Approval to FY22 BA-7 to Increase Self-Generated funds (SULC)

**AGENDA ITEM 6: INFORMATIONAL ITEM(s):**

A. Interim Financial Reports

**AGENDA ITEM 7: OTHER BUSINESS:**

None

**AGENDA ITEM 8: ADJOURNMENT**

Mr. Sam Gilliam made motion to adjourn the meeting.

**GOVERNANCE COMMITTEE**  
(Following Finance Committee)  
**Friday, February 18, 2022**  
**Southern University System Board Room**  
**J. S. Clark Administration Building 2<sup>nd</sup> Floor**  
**Baton Rouge, LA 70813**

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 Dr. Belton

Present: Mr. Myron Lawson, Dr. Leon Tarver, II, Dr. Leroy Davis, Ms. Christy O. Reeves, Mr. Kevin Taylor-Jarrell, II, Atty. Edwin Shorty

Absent: None

**AGENDA ITEM 3: ADOPTION OF THE AGENDA**

Upon the motion by Dr. Leon Tarver and seconded by Dr. Leroy Davis 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 Items 5A and 5B globally.

Motion Approved.

- A. Request Approval for Employee Tuition Waiver Policy (SUS)  
*These proposed policy revisions align with the recommendations per the System Audit. The proposed changes are as follows:*
  - 1. The employment term was decreased from two (2) years to one (1) year.*
  - 2. The definitions section was added specifically:*
    - a. SU System Employee*
    - b. One-term Employment*
    - c. Administrator*

- B. Request Approval for Employees' Immediate Family Members Tuition Waiver Policy(SUS)  
*These proposed policy revisions align with the recommendations per the System Audit. The proposed changes are as follows:*
- 1. Definition Section added for:*
    - a. Immediate Family*
    - b. SU System Employee*
  - 2. Summary of Policy added*

AGENDA ITEM 6: OTHER BUSINESS

None

AGENDA ITEM 7: ADJOURNMENT

Dr. Leroy Davis made motion to adjourn the meeting.



## **PERSONNEL AFFAIRS COMMITTEE**

**(Following Finance Committee)**

**Friday, February 18, 2022**

**Southern University System Board Room**

**J. S. Clark Administration Building 2<sup>nd</sup> Floor**

**Baton Rouge, LA 70813**

### **MINUTES**

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 Dr. Belton

**Present:** Dr. Leon Tarver - Chairman, Ms. Christy Reeves–Vice-Chair, Mr. Raymond Fondel, Rev. Samuel Tolbert, Ms. Arlanda Williams, Atty. Jody Amedee, and Atty. Edwin Shorty - Ex Officio

**Absent:** None

### **AGENDA ITEM 3: ADOPTION OF THE AGENDA**

Upon the motion by Mr. Raymond Fondel and seconded by Ms. Christy Reeves the agenda was recommended for adoption.

Motion passed.

### **AGENDA ITEM 4: PUBLIC COMMENTS**

- Comment from: SUSLA STAFF SENATE

Email Address: staffsenate @susla

Personnel COMMITTEE

Summary of Public Comment: SUSLA is facing a financial crisis after the departure of previous leadership which may lead to downsizing of employees. Will SUSLA be given the option of early retirement packages like the Law Center and Baton Rouge to keep that from happening?

- Comment from: Deidra Atkins-Ball

SUBR Biology Department

Personnel Committee

Discussion in reference to her Tenure and Promotion in Biology

There was a lengthy discussion with Ms. Ball after she presented her comment. Several board members made comments as well as Dr. Belton. Dr. Belton was asked to collaborate with Professor Ball, and he agreed he would collaborate with Professor Ball.

**AGENDA ITEM 5: ACTION ITEM(S)**

Motion was made by Mr. Raymond Fondel and second by Ms. Christy Reeves that Action Item 5A be approved.

Motion Approved

Chancellor Pierre gave brief comments.

A. Request Approval of Faculty Retirement Incentive Plans for Southern University Law Center (SULC)

*SULC is proposing to offer retirement incentive plans to eligible faculty and staff employees as a proactive measure to reduce operating costs.*

Motion was made by Rev. Samuel Tolbert and second by Ms. Christy Reeves that Action Item 5B be approved.

Motion Approved.

Dr. Sahoo gave brief comments.

B. Request Approval of Faculty Retirement Incentive Plans for Southern University and A&M College at Baton Rouge (SUBR)

*SUBR is proposing to offer retirement incentive plans to eligible faculty employees as a proactive measure to reduce operating costs.*

C. Request Approval of Faculty Tenure and Promotion – Academic Year 2021-2022 (SUBR)

Dr. Sahoo gave comments

Motion was made by Ms. Christy Reeves and second by Mr. Raymond Fondel that Action Item 5C be approved.

Motion Approved.

**Faculty Tenure and Promotion Requests  
Fiscal Year 2021-2022**

*TENURE & PROMOTION*

Applicant	Rank/ Status	College/ Department	Applied for:	Recommendations by:		
				Department Committee	College Committee	University Committee
	Associate	Sciences &	Promotion			

**Faculty Tenure and Promotion Requests  
Fiscal Year 2021-2022**

*PROMOTION ONLY*

Applicant	Rank/ Status	College/ Department	Applied for:	Recommendations by:		
				Department Committee	College Committee	University Committee
Dr. Lidiya Dubyska	Associate Professor	Sciences & Engineering/	Promotion  <b>X</b>	Department Committee  <b>Approved</b>	College Committee  <b>Approved</b>	University Committee  <b>Approved</b>
	Tenured	Biological Sciences & Chemistry	Tenure	Department Chair  <b>Approved</b>	College Dean  <b>Approved</b>	Executive Vice-Chancellor  <b>Approved</b>
Dr. Caroline Telles	Associate Professor	Sciences & Engineering/	Promotion  <b>X</b>	Department Committee  <b>Approved</b>	College Committee  <b>Approved</b>	University Committee  <b>Approved</b>
	Tenured	Biological Sciences & Chemistry	Tenure	Department Chair  <b>Approved</b>	College Dean  <b>Approved</b>	Executive Vice-Chancellor  <b>Approved</b>
Dr. Xiaoping Yi	Assistant Professor	Sciences & Engineering/	Promotion  <b>X</b>	Department Committee  <b>Approved</b>	College Committee  <b>Approved</b>	University Committee  <b>Approved</b>
	Tenured	Biological Sciences & Chemistry	Tenure	Department Chair  <b>Approved</b>	College Dean  <b>Approved</b>	Executive Vice-Chancellor  <b>Approved</b>
Dr. Yaw Twumasi	Associate Professor	Agricultural, Family and Consumer Sciences	Promotion  <b>X</b>	Department Committee  <b>Approved</b>	College Committee  <b>Approved</b>	University Committee  <b>Approved</b>
	Tenured	Urban Forestry and Natural Resources	Tenure	Department Chair  <b>Approved</b>	College Dean  <b>Approved</b>	Executive Vice-Chancellor  <b>Approved</b>

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

Motion was made by Rev. Samuel Tolbert and second by Mr. Raymond Fondel that Action Item 5D be approved.

Motion Approved.

Name	Position/Campus	Salary	Funding Source
1. Chauncey Cammon	Web Applications System Engineer New Appointment / Replacement (SUBR)	\$65,000.00	State
2. Robert Easley	Director of Advancement Salary Adjustment (SUAREC)	\$92,000.00	State
3. Haitham Eid	Director of Museum Studies Additional Duties (SUNO)	\$90,000.00	State
4. Preston Gray	Network Video Services Administrator New Appointment / Replacement (SUBR)	\$63,110.82	Federal
5. Goldie Jordan	Web Application Systems Developer New Appointment / Replacement (SUBR)	\$65,000.00	Federal
6. Kimberly LaMotte	Academic Support Counselor and Instructor New Appointment (SULC)	\$116,000.00	Federal

**AGENDA ITEM 6: OTHER BUSINESS**

NONE

**AGENDA ITEM 7: ADJOURNMENT**

Ms. Christy Reeves made motion to adjourn the meeting.

## **RECRUITMENT AND ADMISSIONS COMMITTEE**

**(Following Personnel Committee)**

**Friday, February 18, 2022**

**Southern University System Board Room**

**J. S. Clark Administration Building 2nd Floor**

**Baton Rouge, LA 70813**

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 Dr. Belton

**Present:** Dr. Leon Tarver - Chairman, Mrs. Christy Reeves–Vice-Chair, Mr. Raymond Fondel, Ms. Arlanda Williams, Atty. Jody Amedee, and Atty. Edwin Shorty - Ex Officio

**Absent:** Mr. Samuel Tolbert

### **AGENDA ITEM 3: ADOPTION OF THE AGENDA**

Upon the motion by Mr. Raymond Fondel and seconded by Mrs. Christy Reeves the agenda was recommended for adoption.

Motion passed.

### **AGENDA ITEM 4: PUBLIC COMMENTS**

None

### **AGENDA ITEM 5: INFORMATIONAL ITEM**

- A. Recruitment Updates by Campus  
Campuses will present plans/strategies utilized for campus recruitment efforts along with other anticipated initiatives to enhance enrollment and recruitment.

(SUNO) – Ammons presented on behalf of Dr. Hilton

(SUSLA) – Dr. Fuller / Ms. Jacobsen was the presenter

(SUBR) – Dr. Prestly was the presenter

There was lengthy discussion around recruitment on all campuses. There were comments, concerns, and recommendations from the board members.

Ms. Arlanda Williams suggested to Chairman Shorty to create a Recruitment Task Force to assist the Recruitment Team to include Alumni, SGA, and Faculty Senate.

The Board is requesting the Recruitment update to be back on the agenda. Requesting how many students applied vs total enrolled students.

**AGENDA ITEM 6: OTHER BUSINESS**

NONE

**AGENDA ITEM 7: ADJOURNMENT**

Motion was made by Mr. Raymond Fondel.



## **SOUTHERN UNIVERSITY BOARD OF SUPERVISORS**

**(Following Personnel Committee)**

**Friday, February 18, 2022**

**Southern University System Board Room  
J. S. Clark Administration Building 2<sup>nd</sup> Floor  
Baton Rouge, LA 70813**

### **MINUTES**

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

#### **PRESENT**

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

#### **ABSENT**

None

#### **AGENDA ITEM 3: ADOPTION OF THE AGENDA**

Upon the motion by Dr. Rani Whitfield and second by Atty Domoine Rutledge, the agenda was recommended for adoption.

Motion passed.

#### **AGENDA ITEM 4: PUBLIC COMMENTS**

- Comment from: Jamel Powell, Allen White, Thomas Brown, Jarrett Donley, Lalita Jenkins, Freda Edmond, and Urina F. Holt

Dept: SUSLA

Southern University Board of Supervisor Committee

All In Favor of the Shreveport Jaguars Football Team - Action Item 6C

- Dr. Albert Samuels, Dr. Oswald DAUVERGNE, and Dr. Anthony Igiede

Dept: Faculty Senate/ SU BR Political Science

Southern University Board of Supervisor Committee

Commend Dr. Belton for his tenure; Support and endorse Dennis Shields as next President/Chancellor

**AGENDA ITEM 5: SPECIAL PRESENTATION**

- A. Above and Beyond Award - Mr. Ernest Bowman presented the award to Mr. Felton Holliday who is the Master Foreman in Residential Life and Housing.

**AGENDA ITEM 6: ACTION ITEM(S):**

There was a motion by Mr. Sam Gilliam and second by Mr. Richard Hilliard to approve action item (A – I) in global with exception of F.

Motion passed.

- A. Request Approval of Minutes of the January 7, 2022, SUS Board of Supervisors Meeting
- B. Request Approval of Committee Reports and Recommendations
- C. Request Approval of Dissolution of Agreement between SUSLA and Texas A&T (SUSLA)

*(Dissolution of the MOU between SUSLA and third-party entity which created the Southern University Shreveport Jaguars.)*

There were a few football players and parents in attendance to support Action Item 6C. After hearing each of them. There was much discussion around the Southern University Shreveport Jaguars. Board Members had questions, comments, and recommendations. Board Member Fondel gave comments in reference to the program.

There was a roll call about who supports the dissolving of the agreement.

Roll call by Dr. Belton. The results were: Yes – 14 No – 1 Abstain - 1

- D. Request Approval of Memorandum of Understanding between the Southern University Law Center and The Board of Trustees of the University of Arkansas acting on behalf of the University of Arkansas System, Division of Agriculture, National Agricultural Law Center (SULC)

*Designed to create an alliance between SULC and NALC to create internship opportunities for SULC students and Alumni in Food and Agricultural Law.*

- E. Memorandum of Understanding between Southern University Law Center and African American Renaissance and Diaspora Network (ARDN) (SULC) *Intended to create internship opportunities for SULC Students and popularize the sustainable development against all forms of discrimination and violence against women and girls.*

There was a motion by Atty Domoine Rutledge and second by Mr. Ronnie Whitfield to approve action item F. Ms. Christy Reeves abstained from voting for Action Item F because she is an employee at Ochsner.

Motion passed.

- F. Request Approval of Contractual Agreement with Southern University at New Orleans and Ochsner Health Services (SUNO)

*The purpose of this agreement is to afford SUNO students and staff health care services five days per week through an established healthcare provider.*

- G. Request Approval for Memorandum of Understanding between the Southern University Agricultural, Research and Extension Center and Education Farm (SUAREC)

*This MOU seeks to design, develop, and implement Ed Farm's Propel Program which aims to inspire students to explore technology and consider STEM careers.*

- H. Request Approval for Memorandum of Understanding between the Southern University Law Center and Digital Venture Partners, LLC (DVP) (SULC)

*This agreement is proposed to link SULC with various companies to support the HBCU Initiative, raise funds for expungement initiatives and to host various cannabis conferences.*

- I. Request Approval for Memorandum of Understanding between Southern University Law Center and Blue Sky Consulting, LLC (SULC)

*Formulated to assist the SULC pursue funding opportunities related to SMART Technology Solutions in areas related to the environment.*

## **AGENDA ITEM 7: RESOLUTIONS**

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

### Resolutions

- Mr. Jerry Cole, III
- Honorable Judge Christopher Ronald Dassau
- Mr. Willie L. Hayes, Sr.
- Mr. Bennie W. Scott, Sr.
- Mr. Earnie Dunn Scott
- Mr. Melvin Turner
- Mr. Brandon Byron "BK" Keith Valentine

### Commendations

- Atty. Ted James
- Mr. Alfred Harrell

Chairman Shorty added **Loretta Harrison**, the legendary chef, candy maker, and Jazz Fest vendor was the first African American woman to own a praline company in New Orleans. She was the founder of Loretta's Authentic Pralines.

There was a motion by Atty Domoine Rutledge to approve the read resolutions and commendations with the one addition and Rev. Samuel Tolbert second the motion.

Motion approved.

**AGENDA ITEM 8: Selection of Southern University System President-Chancellor (SUS)  
\* Executive Session May be Required**

The Board of Supervisors members entertained a motion to go into executive session. There was a motion and second. Motion approved. There was a roll call, all board members were in attendance.

The Board of Supervisors members returned from the executive session. There was a motion and second to return to regular meeting from executive session. Motion Approved. There was a roll call. All board members were in attendance.

Chairman Shorty recognized Rev. Samuel Tolbert. Rev. Tolbert recommended Dennis Shields as the president.

Roll Call by Dr. Belton for Dennis Shields. Results:  
Yes – 14 members No – 1 member Abstain – 1 member

**AGENDA ITEM 9: OTHER BUSINESS**

**AGENDA ITEM 10: ADJOURNMENT**

Ms. Arlanda Williams made motion to adjourn the meeting.

## Memorandum of Understanding

THIS Memorandum of Understanding (this “**MOU**”), dated as of **January 18, 2022**, is between Education Farm (“**Ed Farm**”), an Alabama nonprofit corporation taxed as a public charity pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and Southern University Agricultural Research & Extension Center, the fifth campus within the Southern University System, headquarters on the Southern University Baton Rouge landmass (“**Southern University at Baton Rouge**” and together with Ed Farm, the “**Parties**”).

WHEREAS, Ed Farm wishes to partner with **Southern University at Baton Rouge** to design, develop and implement certain aspects of one or more of the following elements of Ed Farm’s Propel programming - Propel Now, Propel Talent, Propel Impact, Propel Startup, Propel Arts, Propel Agri-Tech and Propel Justice (“**Propel**” or “**Project**”).

WHEREAS, **Southern University at Baton Rouge** desires to partner with Ed Farm, on the Project in a manner consistent with the terms of this MOU.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby confirmed, the parties do covenant and agree as follows:

1. Non-binding. Except for the provisions of Sections 1, 3, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, and 16 this MOU is not binding on the Parties. It is only an expression of the understandings of the Parties. Except as otherwise provided herein, no binding agreement shall exist between the Parties unless and until a separate binding agreement has been duly executed and delivered by the Parties.
2. Propel. Ed Farm seeks to encourage, inspire, and ignite children and adults to discover and explore technology, learn to code, and pursue STEM careers. In 2020, Ed Farm launched Propel to become the world’s first-ever physical and virtual campus committed to innovation through HBCUs. Ed Farm wishes to partner with **Southern University at Baton Rouge** to design, develop, and implement certain aspects of one or more of the following elements of Ed Farm’s Propel programming - Propel Now, Propel Talent, Propel Impact, Propel Startup, Propel Arts, Propel Agri-Tech and Propel Justice.
3. Representations and Warranties.
  - A. Ed Farm represents and warrants to **Southern University at Baton Rouge** that:
    - i. it is a nonprofit corporation taxed as a public charity described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; it is duly organized, validly existing, and in good standing under the laws of the State of Alabama;
    - ii. it has the full right, power, and authority to enter into this MOU and to perform its obligations hereunder;
    - iii. the execution of this MOU by the individual whose signature is set forth at the end of the Agreement, and the delivery of this MOU by Ed Farm, have been duly authorized by all necessary action on the part of Ed Farm;
    - iv. the execution, delivery, and performance of this MOU by Ed Farm will not violate, conflict with, require consent under, or result in any breach or default under (a) any of Ed Farm’s organizational documents or (b) any applicable law;

- v. this MOU has been executed and delivered by Ed Farm and (assuming due authorization, execution, and delivery by **Southern University at Baton Rouge**) constitutes a legal, valid, and binding obligation of Ed Farm, enforceable against Ed Farm in accordance with its terms; and
- vi. it is in material compliance with all applicable Laws and Ed Farm contracts relating to this MOU and the operation of the Project.

B. **Southern University at Baton Rouge** represents and warrants to Ed Farm that:

- i. it is a [choose] nonprofit or public institution, validly existing, and in good standing under the laws of the state of **Louisiana**;
- ii. it has the full right, power, and authority to enter into this MOU and to perform its obligations hereunder;
- iii. the execution of this MOU by the individual whose signature is set forth at the end of the Agreement, and the delivery of this MOU by **Southern University at Baton Rouge**, have been duly authorized by all necessary action on the part of **Southern University Center**;
- iv. the execution, delivery, and performance of this MOU by **Southern University at Baton Rouge** or Ed Farm will not violate, conflict with, require consent under, or result in any breach or default under (a) any of **Southern University at Baton Rouge's** organizational documents and (b) internal policies;
- v. it is in material compliance with all applicable Laws and **Southern University at Baton Rouge** contracts relating to this MOU and the operation of the Project;
- vi. the performance of **Southern University at Baton Rouge** responsibilities under this MOU will not violate any applicable laws; and
- vii. it has obtained all licenses, authorizations, approvals, consents, or permits required by applicable laws (including the rules and regulations of all authorities having jurisdiction over the operation of its activities as it relates to this MOU).

- 4. Responsibilities of the Parties. The Parties presently intend to collaborate on the Project in order to achieve the Project goals as described in Section 2 of this MOU.
- 5. Costs and Expenses. Each Party shall be responsible for all of its own costs and expenses associated with the Project, except as otherwise provided in this MOU, including without limitation the performance of its responsibilities under this MOU.
- 6. Intellectual Property. The Parties acknowledge and agree that, while the Parties may enter into agreements with each other related to the development of work product, deliverables, or other protectable intellectual property, this MOU does not contain any such agreement and, except as otherwise provided in Section 7, this MOU does not grant any rights, interest, or title to either Party in any intellectual property created, developed, or otherwise owned by **Southern University at Baton Rouge**, Ed Farm, or any third parties.



7. Publicity. Public announcements related to the Project may only be made by **Southern University at Baton Rouge** and/or Ed Farm with the written consent of the other Party, which consent shall not be unreasonably withheld. **Southern University at Baton Rouge** will notify Ed Farm prior to using the names or logos of Ed Farm or Ed Farm's industry partners, and will send Ed Farm a copy of any drafts prior to publication for approval by Ed Farm, which approval shall not be unreasonably withheld. Ed Farm will notify **Southern University at Baton Rouge** prior to using the names or logos of **Southern University at Baton Rouge** and will send **Southern University at Baton Rouge** a copy of any drafts prior to publication for approval by **Southern University at Baton Rouge**, which approval shall not be unreasonably withheld. The Parties each grant a royalty-free license to each other to use their respective names and logos in any publications made by or on behalf of a Party related to the Project, subject to the restrictions in this Section.
8. Tax Exempt Status of Ed Farm. **Southern University at Baton Rouge** agrees that it shall not do any act or use any Project resources in a way that will jeopardize the tax-exempt status of Ed Farm or otherwise violate federal law or other applicable laws.
9. Confidentiality. During the term of this MOU, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") information about its sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). The existence of this MOU and its contents shall not be treated as Confidential Information.
  - A. Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 9 by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by, or in the possession of, the Receiving Party or its representatives before being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction.
  - B. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this MOU; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this MOU, or as otherwise required by law. The Receiving Party shall be responsible for any breach of this Section 9 caused by any of its representatives.
10. Term and Termination. Except as otherwise stated in this MOU, the rights and obligations of the Parties contained in this MOU shall commence as of the first date written above (the "**Term**").

This MOU may be terminated by either party upon providing thirty days written notice.

11. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Alabama.
12. Survival. The rights, obligations, or required performance of the Parties set forth in this Section 11, and Sections 5, 6, 7, 8, 10, 12, 13, and any right, obligation, or required performance of the Parties in this MOU which, by its express terms or nature and context is intended to survive termination or expiration of this MOU, will survive any such termination or expiration.
13. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer or agency relationship.
14. No Third-Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this MOU.
15. Entire Agreement. This MOU, together with any attached exhibits, contains the entire agreement of the Parties in respect of the subject matter hereof, and neither Party is bound by any previous representations or agreements of any kind, either oral or written, regarding the subject matter hereof except as herein contained.
16. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the first date written above.

**EDUCATION FARM**

By: \_\_\_\_\_

Name: \_\_\_\_\_

its: \_\_\_\_\_

**Southern University at Baton Rouge**

By: Ray L. Beltow

Name: Ray L. Beltow

its: President-Chancellor



## 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

March 4, 2022

Dr. Ray Belton  
President/Chancellor  
Southern University System and Baton Rouge Campus  
J.S. Clark Administration Building  
4<sup>th</sup> Floor  
Baton Rouge, Louisiana 70813

RE: Memorandum of Understanding between Southern University Law Center and White and Case, LLP (W&C)

Dear Dr. Belton:

The White and Case, LLP (W&C) and the Southern University Law Center (SULC) have crafted a Memorandum of Understanding (MOU) designed to provide the Southern University Law Center students externship opportunities with the W&C Racial Justice Task Force (W&C Externship). The externship program focuses on fighting racism and social injustice related to criminal justice reform, education, and economic empowerment.

I hereby request that this proposed MOU is presented for approval to the Southern University System Board of Supervisors at its March 18, 2022, board meeting. If you have any questions, please feel free to contact me.

Sincerely,

John K. Pierre  
Chancellor and Vanue B. Lacour Endowed Law Professor

**MEMORANDUM OF UNDERSTANDING  
BETWEEN SOUTHERN UNIVERSITY LAW CENTER AND WHITE  
& CASE LLP**

This Memorandum of Understanding ("MOU") is made and entered into by and between White & Case LLP ("W&C"), having an address at 701 Thirteenth Street NW, Washington, D.C. 20005-3807, and Southern University Law Center ("SULC"), whose address is 2 Roosevelt Steptoe Drive, P.O. Box 9294, Baton Rouge, Louisiana 70813. SULC and W&C may each be referred to individually as a "Party," or collectively, as "Parties" hereinafter. Each Party shall be deemed to include any of its subsidiaries, affiliates, officers, directors, employees, agents, representatives, and advisors.

**WHEREAS**, the Parties are interested in working together on mutually beneficial programs and projects designed to educate, engage, provide externships to, and otherwise empower SULC students and SULC Alumni concerning opportunities connected to the network of W&C;

**WHEREAS**, the Parties each have potential access to resources and opportunities that can prove beneficial in aiding efforts to achieve the aforementioned interests and objectives;

**WHEREAS**, in connection with ongoing discussions concerning opportunities to collaborate on programming and other initiatives consistent with the stated mission and goals of the Parties, the Parties desire to articulate certain parameters of their initial relationship framework.

**NOW THEREFORE**, the above recitals are hereby incorporated into the body of this MOU by reference, and in consideration of the foregoing and for the mutual understandings herein contained or as may be later clarified, the Parties agree as follows:

1. **Purpose.** The purpose of this MOU is to outline the general parameters of the collaborative working relationship being established between the Parties with respect to periodic student externships with the W&C Racial Justice Task Force ("W&C Externship").
2. **Contributions of SULC**  
SULC will use its best efforts to:
  - facilitate W&C's identifying and selecting SULC second-year and third-year law students to participate in the W&C Externship, including providing W&C access to resources that SULC uses to allow students to search for and apply for externships and other employment opportunities; and
  - promote the W&C Externship among SULC's second-year and third-year law students, including notifying students of the W&C Externship and its corresponding application requirements and deadlines.

3. **Contributions of White & Case LLP**

W&C will use its best efforts to:

- offer the W&C Externship program for SULC second-year and third-year law students on a semester-by-semester basis (fall and spring) according to W&C's discretion;
- provide SULC students selected for the W&C Externship (the student selected for an externship program, hereafter the "W&C Extern") with opportunities for experiential learning, including opportunities that foster learning outcomes related to the intellectual, pragmatic, and ethical issues that arise in the practice of law; and
- provide the W&C Extern with guidance and feedback regarding his or her performance in the W&C Externship.

4. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOU and shall remain in full force and effect for not longer than three (3) years unless otherwise agreed to in writing by all Parties. This MOU and its implementation will be reviewed annually during the pendency of its term and during subsequent additional years, if any. This MOU may be terminated, without cause, by either Party upon thirty (30) days written notice, which notice shall be delivered by hand, electronic mail, or by certified mail to the official business addresses listed above.

5. **Other Terms**

It is mutually understood and agreed between the Parties that:

- A. Each Party takes legal and financial responsibility for the actions of its respective employees, officers, agents, representatives and volunteers ("Representatives").
- B. SULC and W&C hereby agree to use their best efforts to ensure the success of this MOU. This MOU will become effective once it is executed by W&C and approved by the Southern University System Board of Supervisors.
- C. The W&C Extern is not an employee of W&C and shall not be compensated for participation in the W&C Externship. The W&C Extern shall not be covered under W&C's worker's compensation, social security, or unemployment compensation programs. The W&C Extern shall not at any time replace or substitute for any employee at W&C nor shall the W&C Extern perform any of the duties normally performed by an employee of W&C, except as such duties are a part of his or her training. The W&C Extern will not be reimbursed for any expenses incurred in connection with the W&C Extern's participation in the W&C Externship, except as expressly authorized in advance by W&C. The W&C Extern shall have no expectation of future employment at W&C following the conclusion of the W&C Externship.

6. **W&C Externship Agreement.** The Parties and the respective W&C Extern will execute the accompanying Supervisor, Extern, and Faculty Agreement (the "Externship



Agreement”) governing the rights, duties, and obligations with respect to each individual involved in the W&C Externship program. The Externship Agreement is attached hereto and incorporated by reference. To the extent there are provisions within the MOU that contradict the Externship Agreement, the provisions in the Externship Agreement shall govern.

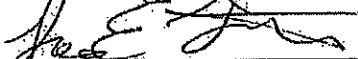
**7. General Provisions**

- A. **Amendments.** Either Party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.
- B. **Entirety of Agreement.** The MOU and accompanying Externship Agreement represent the entire and integrated agreement between the Parties and the W&C Extern and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- C. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of this MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.
- D. **Sovereign Immunity.** The Parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- E. **Third-Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to this MOU and shall insure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only the Parties’ signatories to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party’s performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- F. This MOU may be signed in any number of counterparts, each of which will be deemed to be an original for all purposes and all counterparts when taken together (copies or

originals of each or any in any combination) will constitute one and the same original MOU.

In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

**White & Case LLP**


  
\_\_\_\_\_  
W&C Representative

2/17/22  
\_\_\_\_\_  
Date

**Southern University Law Center**

\_\_\_\_\_  
Chancellor John K. Pierre

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
DANA FOSTER, Partner  
W&C Representative Title

**SOUTHERN UNIVERSITY**  
L A W C E N T E R

**SUPERVISOR, EXTERN, AND FACULTY AGREEMENT**

This Agreement (the "Externship Agreement") outlines the basic responsibilities of White & Case LLP ("W&C"), the student extern ("W&C Extern"), and Southern University Law Center ("SULC") with regards to the White & Case Racial Justice Task Force externship ("W&C Externship") referenced in the Memorandum of Understanding Between Southern University Law Center and White & Case LLP.

This Externship Agreement constitutes a mutual understanding among the W&C Extern, W&C, and SULC in connection with the W&C Externship for the \_\_\_\_\_ semester, which is established for the purpose of providing educational work experience to students of SULC.

The W&C Externship will be a traditional externship involving a time commitment from the W&C Extern of up to 20 hours per academic week.

In performing its duties, responsibilities, and obligations pursuant to this Externship Agreement, each of W&C, the W&C Extern, and SULC shall comply with all applicable federal, state and local laws, codes, rules and regulations including, without limitation, applicable W&C and/or SULC policies, the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act.

W&C, the W&C Extern, and SULC acknowledge that evaluations and other records regarding the W&C Extern's participation in the W&C Externship may be student educational records protected by the Federal Family Educational Rights and Privacy Act (FERPA), and should FERPA apply to any data requested, such data will be produced in compliance with FERPA.

W&C, the W&C Extern, and SULC anticipate that the W&C Externship will be fully remote, and W&C does not require the W&C Extern to work on-site in any W&C office.

The term of this Externship Agreement shall be for the period commencing upon execution of this Externship Agreement by W&C, the W&C Extern, and SULC and shall remain in effect through \_\_\_\_\_. W&C reserves the right to terminate the W&C

Externship without cause. In the event W&C terminates the W&C Externship, W&C shall make a reasonable effort to notify the W&C Extern and SULC of the termination and coordinate to balance client interests.

### Supervisor's Agreement

Please initial each standard, fill in the blanks in the "Bar Admission/Status" standard, and *sign at the bottom of the Agreement*.

\_\_\_\_ **Orientation:** The W&C Extern will receive an orientation, including a discussion of W&C office procedures and confidentiality and an overview of the work and expectations of the extern.

\_\_\_\_ **Supervision:** I have the authority, ability, and resources to ensure that the W&C Extern has a W&C supervising attorney, if not myself, who will actively direct, monitor, and mentor the W&C Extern throughout the semester.

\_\_\_\_ **Assignments:** The W&C Extern will be informed of the system for assigning work projects, given clear deadlines, and will receive ongoing guidance for managing his or her workload.

\_\_\_\_ **Feedback:** The W&C Extern will be provided specific, individualized, and timely feedback on each assignment. Periodic written evaluations will be completed for the W&C Extern.

\_\_\_\_ **Diversity of Tasks:** The W&C Extern will be engaged in a substantial lawyering experience that includes multiple opportunities for performance and self-evaluation. The W&C Extern will be assigned work that is similar to that of an entry-level attorney including a broad range of lawyering skills. Administrative work will be kept to a minimum.

\_\_\_\_ **Observation:** The W&C Extern will have opportunities to observe court proceedings (if possible and appropriate for the W&C Extern's work), client/staff/strategy meetings, and other appropriate and timely professional activities.

\_\_\_\_ **Opportunities for Reflection:** The W&C Extern will meet weekly with his or her W&C supervisor, and from time to time and as appropriate, other W&C attorneys and staff, to discuss observations, experiences, and issues relevant to the profession.

\_\_\_\_ **Logistics:** The W&C Extern will have access to the resources (e.g., computer, W&C e-mail) and support reasonably necessary to complete assignments. For the duration of the W&C

Externship, W&C will provide the W&C Extern with a laptop on which to complete his or her work and a W&C e-mail account for the W&C Externship.

\_\_\_\_ **Professional Requirements:** I certify that I have a Juris Doctorate degree and have been actively engaged in my field of work (litigation, compliance, policy, etc.) for at least five years.

\_\_\_\_ **Bar Admission/Status:** My first bar admission was to the (state) \_\_\_\_\_ Bar in (month/year) \_\_\_\_\_ and I am currently an active member with the (state) \_\_\_\_\_ Bar. To the extent the W&C Extern engages in work for matters in front of courts of Louisiana, I or the W&C attorneys overseeing the W&C Extern's work will be admitted to practice in those cases.



**SOUTHERN UNIVERSITY**  
L A W C E N T E R

**Extern's Agreement**

The extern should fill in the necessary information, initial the standards, and add any comments.

*Sign at the bottom of the Agreement.*

\_\_\_\_ **Professionalism, Goals and Reflection:** I have discussed the above standards with my W&C supervisor. I agree to follow directions, seek clarification and advice in a timely fashion, and comport myself with professionalism and integrity. I will create goals for the semester of how I plan to develop professionally and will discuss these with my W&C supervisor and SULC faculty/dean. I will reflect on the observations, experiences, ethical considerations, and other issues that may arise during my externship.

\_\_\_\_ **Enrollment and Academic Standing:** I am officially enrolled at SULC and in good academic standing.

\_\_\_\_ **Schedule and Time Commitment:** I will provide a written schedule reflecting a time commitment of up to 20 hours per academic week to the W&C supervisor for his or her approval prior to the first day of the W&C Externship. I am responsible for tracking my hours and assignments over the course of the semester.

\_\_\_\_ **Handling of Confidential Information:** I understand that in the course of the W&C Externship, I may obtain confidential information concerning the business of W&C and its clients and affiliates ("Confidential Information"). I agree that I will keep and retain such Confidential Information in the strictest confidence both during the W&C Externship and after it ends. I also agree only to use such Confidential Information in the course of and in furtherance of the W&C Externship and W&C related business, except as otherwise required by law.

\_\_\_\_ **Use of W&C Resources:** I agree that I will not access Confidential Information on any device other than the W&C-issued laptop. I understand that I am prohibited from downloading any client materials onto my personal device(s). I further agree to deliver promptly to W&C upon the termination of the W&C Externship for any reason, or at any other time upon the request of W&C, all documents and computer media in any form (and all copies thereof) containing Confidential Information and all property of W&C or any of its clients or affiliates.

\_\_\_\_ **Extern Status:** I am not an employee of W&C and shall not be compensated for participation in the W&C Externship. I shall not be covered under W&C's worker's compensation, social security, or unemployment compensation programs. I shall not at any

**SOUTHERN UNIVERSITY**  
LAW CENTER

time replace or substitute for any employee at W&C nor shall I perform any of the duties normally performed by an employee of W&C, except as such duties are a part of my training. I will not be reimbursed for any expenses incurred in connection with my participation in the W&C Externship, except as expressly authorized in advance by W&C. I shall have no expectation of future employment at W&C following the conclusion of the W&C Externship.

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

The number of units of credit I seek for this externship are: \_\_\_\_\_

I understand that to receive credit I must work the following average number of hours per week: \_\_\_\_\_

During this semester, I have the following classes and academic commitments (INCLUDE YOUR EXTERNSHIP COURSE):

CLASS TITLE	DAY/TIME

Comments:

**SOUTHERN UNIVERSITY**  
LAW CENTER

**Faculty/Dean's Agreement**

**Academic Requirements:** I will establish requirements designed to develop the W&C Extern's experience in their placement, including self-evaluation and reflection.

**Site Evaluation:** I will remain in regular contact, including by possible visits, with W&C and the W&C Extern to ensure the quality of the educational experience.

**Availability:** I will be available as a resource should any concerns or issues arise.

**Evaluation:** I will evaluate the W&C Extern's academic performance during the W&C Externship. The assessment will be based on, *inter alia*, the W&C Extern and W&C supervisor evaluations, timely compliance with requirements, the quality of the self-reflection, and professionalism. This evaluation will determine whether credit should be granted.

**Logistics:** The W&C Extern may use his or her student access to Lexis Nexis and Westlaw if the work being performed is in furtherance of the objectives of the W&C Externship.

*We have reviewed this document and "Professional Skills for Externs" and agree to act in accordance with these expectations. We are aware that we may contact the Assistant Dean and Director of Externships with any questions that may arise during the externship.*

**Student Extern Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Supervisor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Dean/Faculty Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**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**

March 3, 2022

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

Dear Dr. Belton:

Southern University at New Orleans is seeking your support and approval from the Southern University and A&M College System Board of Supervisors to establish a Memorandum of Understanding (MOU) between the Jefferson Parish Schools (JP Schools) and Southern University at New Orleans (SUNO). This proposed MOU creates the opportunity to expand the relationship between SUNO's College of Education & Human Development and JP Schools.

The purpose of this MOU is to implement a tuition reimbursement partnership between SUNO and Jefferson Parish Schools. JP Schools agrees to pay SUNO for tuition and selected fees at the end of each academic semester, provided that the teacher is still an active employee and has earned a letter grade of C or better in approved undergraduate/graduate courses in the College of Education & Human Development. JP Schools agrees to pay for up to (6) credit hours per academic semester.

Both parties are responsible for the goals and activities contained in this agreement and shall equally contribute to its success. Through this agreement, SUNO will support programming that helps residency program graduates meet the state and federal guidelines for quality teacher preparation.

Thank you for your consideration of this request.

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  
Southern University at New Orleans

Approved:

\_\_\_\_\_  
Dr. Ray L. Belton  
President-Chancellor  
Southern University and A&M College System





Dr. James Gray  
Superintendent

Human Resources  
Donna W. Joseph

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## JEFFERSON PARISH SCHOOLS MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by Jefferson Parish Schools and **Southern University of New Orleans** for the program entitled Tuition Reimbursement Program, under the following terms and conditions:

1. **Background**

The purpose of this MOU is to establish a Tuition Reimbursement partnership between **Southern University of New Orleans** and Jefferson Parish Schools. This MOU will provide a mechanism whereby JP Schools agrees to pay **SUNO** for tuition (per amount stated in bullet 2 below) and selected fees at the end of each academic semester, pending the teacher is still an active employee and has earned a letter grade of C or better in approved undergraduate/graduate course(s) in the College of Education. JP Schools will only pay tuition and selected fees for up to (6) credit hours per academic semester.

2. **Responsibilities, Payment Terms, Conditions**

Three to four days before classes begin, JP Schools will provide **SUNO** with a list of teachers who are approved for the JP Schools Tuition Reimbursement Program. The teacher must have applied and been accepted by the relevant **SUNO** graduate MAT program. The teacher is responsible for any tuition and fees not covered by the JP Schools Tuition Reimbursement Program. The tuition amount covered by the district is subject to change annually based on the availability of funds. The covered tuition amount for Spring 2022 to Summer 2024 is \$962.12 for (3) credit hours and \$1893.91 for (6) credit hours. **SUNO** is responsible for providing the teacher(s) with a list of non-approved fees at the time of registration. All non-approved fees must be paid by the student and are billed to the student at the beginning of each semester or summer session; these fees must be paid by the student by the fiscal clearance date determined by **SUNO's** Fiscal Services.

As part of the Tuition Reimbursement application, teachers will sign a FERPA waiver form in order to allow **SUNO** to send an itemized fees bill and final grade report to JP Schools. The itemized fees bill should display the tuition and each type of approved fee for which **SUNO** is requesting payment. Once this information is received, JP Schools will remit payment to **SUNO**.





Dr. James Gray  
Superintendent

Human Resources  
Donna W. Joseph

Conditions under which JP Schools will NOT pay for the course(s):

- a. The teacher earns a D or F in the course.
- b. The teacher withdraws from the course or receives an Incomplete in the course.
- c. The teacher is no longer a JP Schools employee by the last day of the academic semester.
- d. The teacher enrolls in a course(s) not approved on the Tuition Reimbursement application or changes the course and does not provide a "Change of Course" letter from **SUNO**.
- e. The teacher re-enrolls in a course. JP Schools will only pay for a course one time.
- f. The teacher has completed a total of 12 credit hours under the Tuition Reimbursement program and has not submitted passing Praxis I and/or Praxis II scores to the Office of Human Resources.

### 3. Liaison Officials

The primary Points of Contact who shall function as the lead liaisons for the implementation of procedures described in this MOU agreement are:

Southern University of New Orleans  
Dr. Willie Jones, Dean  
[wijones@suno.edu](mailto:wijones@suno.edu) 504-286-5520

Jefferson Parish Schools  
Dr. James Gray, Superintendent  
[james.gray@jpschools.org](mailto:james.gray@jpschools.org)

### 4. Termination for Convenience

Either **SUNO** or JP Schools may terminate the Agreement at any time by giving (30) days written notice. However, the Agreement must be honored to the end of the semester in progress at that time.



Dr. James Gray  
Superintendent  
Human Resources  
Donna W. Joseph

5. Execution

This MOU shall begin on January 6, 2022, and will be in effect for one calendar year. The agreement will be revisited on an annual basis.

6. Confidentiality

This Agreement is entered into by **SUNO** and JP Schools in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA). Both parties hereby acknowledge that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and IDEA. **SUNO** and JP Schools agree not to re-disclose any such personally identifiable information without the prior written consent of the student, or unless re-disclosure is otherwise authorized by law.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS Agreement as of the 6th day of January 2022.

Jefferson Parish Schools

Southern University of New Orleans

Authorized Signature

Authorized Signature

Dr. James Gray / Superintendent  
Print Name/Title

Print Name/Title

Date

Date



**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**

March 3, 2022

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

Dear Dr. Belton:

Southern University at New Orleans is seeking your support and approval from the Southern University and A&M College System Board of Supervisors to establish a Memorandum of Understanding (MOU) between the St. Tammany Parish School District and Southern University at New Orleans (SUNO). This proposed MOU creates the opportunity to expand the relationship between SUNO's College of Education & Human Development and the St. Tammany Parish School District.

The purpose of this MOU is to implement a Residency Teacher Education Program in the Tammany Parish School District. Development of MOUs with K-12 school districts is a requirement in meeting Council for the Accreditation of Educator Preparation accreditation (Standard 2: Clinical Partnership and Practice). Both parties are responsible for the goals and activities contained in this agreement and shall equally contribute to its success. Through this agreement, SUNO will support programming that helps residency program graduates meet the state and federal guidelines for quality teacher preparation, and provide training to cooperating teachers. St. Tammany Parish School District will provide high quality mentor teachers to support student teachers and residents, share and analyze data related to overall student performance, participate in program evaluations and support the SUNO College of Education and Human Development with evaluating program effectiveness.

Thank you for your consideration of this request.

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  
Southern University at New Orleans

Approved: \_\_\_\_\_

Dr. Ray L. Belton  
President-Chancellor  
Southern University and A&M College System

***"An Equal Educational Opportunity Institution"***



MOU  
Southern University at New Orleans  
College of Education & Human Development  
and  
St. Tammany Parish Public Schools

**Residency Program**

This Agreement is entered into on November 19, 2021 between St. Tammany Parish Public Schools (hereinafter "District") and Southern University at New Orleans (hereinafter "SUNO CoEHD") for the joint exercise of their powers.

**RECITALS:**

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**1. Purpose.**

The purpose of this agreement is for the implementation of a residency teacher education program between SUNO CoEHD and the St. Tammany Parish School District.

**2. Definitions.**

2.1. Full year residency program is defined as the collaboration between PreK-12 schools, colleges or departments of education, and school districts.

2.2. Full Year Residency Student Teacher District - a school district contracted with SUNO CoEHD to implement a full year residency program.

2.3. Cooperating Teacher - a certified teacher that models highly effective teaching and wise counseling; primarily responsible for supervising the work and activities of the student teachers.

2.4. Student Teacher/Intern - a SUNO CoEHD student in their final year of the teacher education program.

2.5. Course Instructor - either a SUNO CoEHD faculty member or a faculty associate hired by SUNO to provide instruction in the full year residency program.

2.6. University Supervisor - a SUNO CoEHD faculty member working with the district to administer and evaluate student teachers, and assist sites in the professional development of in-service staff.

2.7. Teacher Education Program - a professional preparation program for certification according to the standards of the State Board of Education.

2.8. Professional Development (in-service) - activities designed to improve cooperating teachers' effectiveness and increase their students' learning and achievement. District/school activities designed for in-service educators and/or SUNO CoEHD faculty/course instructors to learn about district/school curriculum or initiatives.





2.9. Governance Meetings – a committee of district-level leadership (superintendent or designee, site principals) and university supervisors that governs the aspects of the program while continually assessing the effectiveness of the program by: reviewing student teacher data, cooperating teacher feedback, and providing support. During governance meetings calendars for implementing professional development should be coordinated.

2.10. Professional Improvement Plan - a detailed improvement and accountability plan of action developed to assist a student teacher falling far below the college's academic and/or professional standards.

### 3. School District Obligations.

Pursuant to the terms of this agreement, in regard to the district-based teacher education program, the District shall:

3.1. Provide high quality cooperating and mentor teachers sufficient in numbers servicing up to 30 student teachers and residents.

3.2. Share and analyze quantitative achievement/benchmark data that is limited to overall student performance with SUNO CoEHD for the purpose of improving student learning, and for program improvement as long as it does not violate the personal identifiable information requirement for the district. Data will exclude all student, district, and school names and/or any other identifiable information. (numerical data only)

3.3. Actively supervise, mentor, and evaluate student teachers using SUNO CoEHD processes and performance assessment tools.

3.4. Actively participate in program evaluation to support PreK-12th grade student achievement and in-service and pre-service teacher education program effectiveness.

- (a). Support SUNO CoEHD in distribution of program/graduate effectiveness surveys to district personnel.
- (b). Support student teachers in distribution of PreK-12 student surveys for the purposes of professional learning. Information identifying individual students will be shared with the College of Education.<sup>1</sup>

3.5. Provide opportunities for the student teachers and SUNO CoEHD faculty to attend district-level and school-level professional development.

3.6. SUNO CoEHD and its student teachers are expected to comply with the local school district network standards and policies. SUNO CoEHD will follow the school district technology standards for antivirus, operating system setup, and software installation protocols and rules.

3.7. SUNO CoEHD agrees to be subject to the school district internet filtering system and use policy to the extent it uses the school district computers.

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<sup>1</sup> School District Obligation 3.4.b. according to district policies is not applicable for the following districts: St. Tammany Parish Public Schools.



**4. SUNO CoEHD Obligations.**

Pursuant to this agreement, SUNO shall:

- 4.1. Support programming that helps residency program graduates meet state and federal guidelines for quality teacher preparation.
- 4.2. To the extent not in conflict with SUNO CoEHD policies and procedures, comply with district policies and procedures that are made known to SUNO CoEHD and ensure that all course instructors, university supervisors, and student teachers are aware of these policies.
- 4.3. Provide upfront and ongoing training to cooperating teachers.
- 4.4. Pay \$200 stipend to cooperating teachers per semester.

**5. Mutual Obligations.**

Pursuant to this agreement, the parties shall each agree in good faith:

- 5.1. Collaboratively recruit prospective future-teachers to the teacher preparation program.
- 5.2. Given the increasing number of university students using personal laptop computers with wireless capability, the SUNO CoEHD and the district will collaborate to find ways to provide wireless access in a manner that is mutually acceptable to SUNO and the district.
- 5.3. Encourage district staff and SUNO CoEHD staff to jointly conduct and disseminate research.
- 5.4. Actively participate in shared governance for the collaboration by attending Governance Meetings twice per semester.
- 5.5. Direct employees under the parties' control to perform the obligations under this agreement.

**6. Hold Harmless.**

6.1. SUNO CoEHD, shall indemnify, defend and hold harmless St. Tammany Parish Public Schools from any claims, demands, and expenses of any kind, including attorney's fees, which result from or arise out of any act or omission of its students or faculty members relating to the terms and conditions of this agreement.

6.2. St. Tammany Parish Public Schools, shall indemnify, defend and hold harmless SUNO CoEHD from any claims, demands, and expenses of any kind, including attorney's fees, which result from or arise out of any act or omission of its students or faculty members relating to the terms and conditions of this agreement.

**7. Term.**

This Agreement will be effective for 1 year upon the date this agreement has been signed by both parties.





**8. Termination.**

Except as otherwise provided, this agreement may only be terminated by written notification of either party at least six months prior to the termination date. The parties agree to use their best efforts to allow sufficient opportunity for students enrolled in the teacher education program to graduate prior to the effective date of termination. Upon termination, unless otherwise expressly provided, any property purchased in furtherance of this agreement shall remain the property of the party that purchased such property.

This Agreement will be effective for 1 year upon the date this agreement has been signed by both parties.

  
\_\_\_\_\_  
Superintendent  
St. Tammany Parish School District

11/17/2021  
\_\_\_\_\_  
Date

*Willie Jones, A.A.A.*  
\_\_\_\_\_  
Dean, College of Education & Human Development  
Southern University at New Orleans

11-30-2021  
\_\_\_\_\_  
Date

*Gregory D. Ford*  
\_\_\_\_\_  
Vice Chancellor for Academic Affairs  
Southern University at New Orleans

02/02/2022  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Vice President-Chancellor  
Southern University at New Orleans

\_\_\_\_\_  
Date

**TRUSTED PROVIDER NETWORK, LLC**  
**SERVICES AGREEMENT**

This SERVICES AGREEMENT (this "*Agreement*") is made and entered as of the effective date set forth on Schedule 1 (the "*Effective Date*") by and between Trusted Provider Network, LLC, a Louisiana limited liability company ("*TPN*"), and Southern University at New Orleans ("*Association*").

**RECITALS**

**WHEREAS** TPN provides digital information and engagement services ("*Services*") including virtual training ("*Conferences, Workshops and Video on Demand*", collectively "*Events*") in the field of behavioral health; and

**WHEREAS** Association wishes to utilize Services and sponsor Events for Behavioral Health Professionals ("*Professionals*"); and

**WHEREAS** the Parties desire to collaborate in providing Events utilizing the Services of the TPN platform subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

**AGREEMENT**

**1. DEFINITIONS.** For the purposes of this Agreement, the following capitalized terms used but not defined elsewhere in this Agreement shall have the meanings set forth below (which shall apply equally to the singular, plural and correlative forms of such terms).

1.1 "*Association Event Data*" shall mean oral and written materials and other presentation media offered by speakers contracted or provided by Association and used in Events.

1.2 "*Association Responsibilities*" shall mean Association's responsibilities specified in Schedule 2.

1.3 "*Confidential Information*" shall mean all data, information and documents disclosed by one party, on behalf of itself (the "*Discloser*"), to the other party (the "*Recipient*") during the term of this Agreement, either orally or in writing, which the Discloser has identified as confidential or whose confidential nature is reasonably apparent based on the circumstances under which the information was made available. For the avoidance of doubt, the Association's information is Association's Confidential Information, and TPN's information is TPN's Confidential Information

1.4 "*Conferences*" shall mean multi-day and multi-speaker virtual Events.

1.5 "*Events*" shall mean Conferences, Workshops and VOD.

1.6 "*Intellectual Property Rights*" shall mean all patent rights, copyright rights, utility model rights, database rights, trade secret rights, trademark and service mark rights (including all goodwill associated therewith), rights of publicity, authors' rights, mask work rights, industrial rights, and all other intellectual property, proprietary or other rights, as may exist now and/or hereafter come into existence, including without limitation, (a) all rights, whether existing now or in the future, whether statutory or



common law, whether subject to protection under statute, regulation or common law, in any jurisdiction in the world, together with all national, foreign and all applications therefor and state registrations, applications for registration and all renewals and extensions thereof (including without limitation any continuations, continuations-in-part, divisionals, reissues, re-examinations, renewals and extensions thereof); (b) all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including without limitation the exclusive rights to apply for and maintain all such registrations, renewals and extensions); and (c) all rights to sue for all past, present and future infringements or other violations of any of the foregoing rights, and the right to settle and retain proceeds from any such actions.

1.7 **“Members”** shall mean clinicians who are formally associated with the Association.

1.8 **“Order Form”** shall mean the form attached hereto as Schedule 1.

1.9 **“Organization Account”** shall mean designated TPN Users who are aggregated under a single group identity by the Association.

1.10 **“Sponsor”** shall mean circumstances where Association provides speakers, Association Data and other support for Events and receives TPN Data.

1.11 **“Term”** shall mean the initial term (**“Initial Term”**) together with all renewal terms (each a **“Renewal Term”**).

1.12 **“TPN Data”** shall mean the information and data specified on Schedule 5.

1.13 **“TPN Network”** shall mean all TPN Users

1.14 **“TPN Responsibilities”** shall mean TPN’s responsibilities specified in Schedule 4.

1.15 **“TPN Users”** shall mean registered participants approved to access the Services.

1.16 **“VOD”** shall mean the video on demand recordings of Conference and Workshops and related information specified in Schedule 3.

1.17 **“Workshops”** shall mean single day, single speaker virtual Events.

## **2. TPN SERVICES TO ASSOCIATION**

2.1 **Services.** Subject to and conditioned on the terms and conditions of this Agreement, TPN hereby agrees to provide Services described in Schedule 4 to Association.

2.2 **Acceptance of the Services.** Association accepts the terms and conditions of this Agreement and the Services.

## **3. TPN DATA LICENSE TO ASSOCIATION.**

3.1 **License Grant.** Subject to and conditioned on the terms and conditions of this Agreement, TPN hereby grants to Association a limited non-transferable, non-sublicensable, non-fee-bearing license to use TPN Data as described in Schedule 5.

3.2 **Acceptance of the License.** Association accepts the terms and conditions of this

Agreement and the License.

**4. ASSOCIATION DATA AND VOD LICENSE TO TPN**

4.1 **License Grant.** Subject to and conditioned on the terms and conditions of this Agreement, Association hereby grants to TPN a three (3)-year, transferable, sublicensable, non-fee-bearing, worldwide license to use Association Data from Events, including VOD as provided by speakers contracted or employed by Association, unless such speakers are contracted directly by TPN.

4.2 **Acceptance of the License.** TPN accepts the terms and conditions of this Agreement and the license.

**5. ACCESS TO SERVICES, TPN DATA, ASSOCIATION DATA.** The Parties shall take all commercially reasonable means to ensure that access to Services and Events are provided only to persons and Organizations who have agreed to the TPN Terms of Use or are persons who are employees of Association or TPN. The Parties shall be liable for, and shall indemnify each other for, any losses suffered arising out of any use of Services, TPN Data and Association Data which is outside of the scope of this Agreement.

**6. RESTRICTIONS ON USE OF SERVICES AND VOD.** Except as otherwise expressly provided herein or in the Order Form, the Parties shall not (a) use the Services, TPN Data, Association Data or VOD for any illegal or unlawful purpose; (b) publish, post or distribute Association Data or VOD to any person other than internally to Association or to TPN Users; (c) decompile, disassemble, decrypt, extract VOD; or (d) remove or alter any trademark, logo, copyright or other proprietary or confidentiality notices, legends, symbols or labels on Data or VOD. The Parties agree that any violation of this Section 6 is a material breach of this Agreement and constitutes grounds for revocation of the License and immediate termination of this Agreement, in addition to any other legal or equitable remedies available at law or in equity.

**7. EXCLUSIVITY.** The Parties acknowledge and agree this Agreement does not create an exclusive relationship between the Parties.

**8. INTELLECTUAL PROPERTY RIGHTS.**

8.1 **Association Data and VOD.** As between the parties hereto, TPN acknowledges and agrees that Association holds all right, title and interest directly or indirectly in Association Data and VOD and the Intellectual Property Rights in Association Data and VOD provided by speakers contracted or employed by Association unless such speakers are contracted directly by TPN. TPN acknowledges and agrees that Association Data and VOD are licensed and not sold to TPN, and TPN has only the limited rights under this Agreement to use of Association Data and VOD. Association reserves all other rights.

8.2 **TPN Data.** As between the parties hereto, Association acknowledges and agrees that TPN holds all right, title and interest in and to TPN Data and the format in which such data is provided, and the Intellectual Property Rights in and to such data. Association acknowledges and agrees that TPN Data is licensed and not sold to Association, and Association has only the limited rights to use such TPN Data set forth herein. TPN reserves all other rights.

**9. TRADEMARKS**

9.1 **Trademark Usage and License.** Solely in the course of TPN's use of Association Data and VOD in accordance with this Section 9, TPN may use Association's logos, trade names and trademarks that are listed in Schedule 6 ("Association Marks"), and only in connection with marketing and promoting Events and other services that utilize the Association Data and VOD. Association grants no

rights with respect to the Association Marks, other than expressly granted hereunder. TPN acknowledges and agrees that Association is the exclusive owner of the Association Marks and that any and all goodwill derived from the use of the Association Marks by TPN hereunder inures solely to the benefit of Association. Any misuse of the Association Marks by TPN may, at Association's discretion, be deemed a material breach of this Agreement that is incapable of cure. Solely in the course of Association's engagement with TPN with this Section 8, Association may use TPN's logos, trade names and trademarks that are listed in Schedule 7 ("TPN Marks") and only in connection with marketing and promoting Events and other services that utilize VOD. All such use shall be in compliance with all of TPN's then-current trademark, logo and usage guidelines, specified in Schedule 8 or as otherwise approved in writing in advance by TPN. TPN grants no rights with respect to the TPN Marks, other than expressly granted hereunder. Association acknowledges and agrees that TPN is the exclusive owner of the TPN Marks and that any and all goodwill derived from the use of the TPN Marks by Association hereunder inures solely to the benefit of TPN. Any misuse of the TPN Marks by Association may, at TPN's discretion, be deemed a material breach of this Agreement that is incapable of cure.

9.2 Disclaimer to Associations and Customers. In connection with TPN's marketing that utilize Data and VOD, TPN shall include Association's standard disclaimer relating to the Association's Data and VOD, in the form generally specified in Schedule 9.

## 10. FEES; PAYMENTS

10.1 Fees. TPN shall pay the fees ("*Fees*") set forth in the Order Form without offset or deduction within thirty (30) calendar days after TPN's receipt of an invoice or agreed payment reconciliation.

10.2 Late Payments. If TPN fails to make any payment when due hereunder, in addition to all other remedies that may be available: (a) Association may charge interest on the past due amount at the rate of 1% per month or, if lower, the highest rate permitted under applicable law, with such interest beginning to accrue on the next business day following TPN's receipt of written notice from Association that such payment is past due under this Agreement; and (b) if such failure continues for sixty (60) days following TPN's receipt of the written notice described in Section 10.2(a) hereof, Association may suspend the Services and licenses until all past due amounts and interest thereon have been paid.

10.3 Taxes. All Fees and other amounts payable by TPN under this Agreement may include sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable to Association hereunder.

11. REPORTING OF TPN DATA TPN shall keep records relating to use of the Association Data and VOD as described in Sections 2.1 and Schedule 2. Such supporting information shall not include information deemed proprietary by TPN, shall constitute Confidential Information under this Agreement, and shall be used by Association exclusively for the purpose of verifying self-reporting.

## 12. TERM; TERMINATION.

12.1 Term. The Term of this Agreement shall be for the Initial Term as set forth in the Order Form. Notwithstanding anything to the contrary in this Agreement, either Party can terminate this Agreement at any time with sixty (60) day notice, with such termination effective upon the date notice is given.

12.2 Termination for Cause. In addition to any other express termination rights set forth elsewhere in this Agreement, either party may terminate this Agreement: (a) effective on written notice

to the other party, if the other party materially breaches this Agreement, and such breach remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; or (b) effective on written notice to the other party if the other party presents a petition or has a petition presented by a creditor for its winding up, or enters into compulsory or voluntary liquidation (other than for the purpose of a bona-fide reconstruction or amalgamation), or has a receiver of all or any of its undertakings or assets appointed, or ceases to carry on business.

12.3 **Effect of Termination.** Upon termination or expiration of this Agreement, the Services and Licenses granted by the parties under this Agreement, except for the VOD license set forth in the Section 4 of this Agreement, shall terminate immediately, Association will cease providing Association Responsibilities and TPN shall cease to provide TPN Data, provided that Association and TPN shall continue to maintain the confidentiality of any Association information and TPN Data and Confidential Information that has been retained in accordance with Section 13. This Section 12.3 and all Sections pertaining to VOD and 13 through 18 shall survive any termination or expiration of this Agreement.

### 13. **CONFIDENTIALITY.**

13.1 **Use of Confidential Information.** Each party acknowledges that it may gain access to Confidential Information of the other party in connection with this Agreement. As a condition to being provided with such Confidential Information, the Recipient agrees, for so long as Recipient maintains possession, custody or control over Discloser's Confidential Information, to: (a) not use the Discloser's Confidential Information other than as strictly necessary to exercise its rights or perform its obligations under this Agreement; (b) maintain the Discloser's Confidential Information in strict confidence and, subject to Section 13.2, not disclose the Discloser's Confidential Information without the Discloser's prior written consent, provided that the Recipient may disclose the Discloser's Confidential Information to its respective officers, employees, and other personnel who have a "need to know" for purposes of this Agreement and who have agreed to comply with nondisclosure or confidentiality obligations at least as restrictive as those set forth in this Section 13.1; (c) notify the Discloser in writing immediately of any unauthorized accessing, possession or use of the Discloser's Confidential Information (whether inadvertent or otherwise) of which it may become aware and cooperate with the Discloser in any investigation or litigation relating to or arising from any of such unauthorized acts; and (d) use reasonable care, at least as protective as the efforts it uses with respect to its own Confidential Information of like nature, but never less than reasonable care, to safeguard the Discloser's Confidential Information from use or disclosure other than as permitted hereby.

13.2 **Exceptions.** The terms of Section 13.1 shall not apply to information that the Recipient can demonstrate: (a) was already known to the Recipient without restriction on use or disclosure prior to receipt of such information from the Discloser; (b) was or is independently developed by the Recipient without reference to or use of any of the Discloser's Confidential Information; (c) was or becomes generally known by the public other than by breach of this Agreement; or (d) was received by the Recipient from a third party who was not, at the time, under any obligation to the Discloser or any other party to maintain the confidentiality of such information.

13.3 **Other Disclosures.** In addition to, and not by way of limitation on, such disclosures of Confidential Information as may be permitted under other sections of this Agreement, the Recipient may disclose Confidential Information solely to the extent necessary to: (i) comply with the requests of government auditors, regulators, self-regulatory organizations or exchanges with appropriate jurisdiction over the Recipient; or (ii) comply with a valid subpoena, summons, order, or other requirement of a court of competent jurisdiction or a government agency or as otherwise required by applicable law, rule or regulation ((i) and (ii) hereinafter, a "**Legal Request or Requirement**"), provided that the Recipient to the extent reasonably practicable and legally allowable (i) gives the Discloser prompt written notice of any such Legal Request or Requirement to allow the Discloser the opportunity to seek a protective order or

other appropriate remedy, and (ii) attempts to obtain the Discloser's consent for such disclosure, except that the Recipient shall not be required to act in accordance with (i) and (ii) above if compliance with the foregoing would cause it to violate the instructions of a government agency or regulator, court order, or other Legal Request or Requirement. In making any such disclosure, the Recipient shall (a) disclose only such information as is required or requested in the Legal Request or Requirement; (b) use commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed and (c) reasonably cooperate with the Discloser in seeking a protective order or other appropriate remedy (provided that the Discloser reimburse the Recipient for any costs (including reasonable attorneys' fees) incurred in connection with such efforts). Nothing herein shall require Association or TPN, to fail to honor a Legal Request or Requirement on a timely basis.

#### **14. REPRESENTATIONS AND WARRANTIES.**

14.1 **Association Warranty.** Association represents and warrants to TPN that (a) it owns all right, title, and interest in Association Data and VOD or that in the case of any third-party data that is incorporated into the Association Data, and VOD it has the right to provide the services and grant the licenses granted hereunder and (b) during the Initial Term and any Renewal Term of this Agreement it shall be and remain in compliance with, and shall perform all of its obligations hereunder in accordance with, any and all applicable laws, rules, regulations (including, without limitation, any and all applicable securities and anti-trust laws, rules and regulations) and possess and maintain any and all necessary licenses, consents and permits.

14.2 **TPN Representations and Warranties.** TPN represents and warrants to Association that: (a) TPN owns all right, title, and interest in and to the TPN Data or that in the case of any third party data that is incorporated into the TPN Data, it has the right to grant the licenses granted hereunder; (b) during the Initial Term and any Renewal Term of this Agreement TPN shall be and remain in compliance with, and shall perform all of its obligations hereunder in accordance with, any and all applicable laws, rules, regulations (including, without limitation, any and all applicable securities and anti-trust laws, rules and regulations) and possess and maintain any and all necessary licenses, consents and permits and (c) TPN will be responsible and liable for its compliance with the terms and conditions of this Agreement.

14.3 **Disclaimer of Warranties.** TPN ACCEPTS RESPONSIBILITY FOR THE USEFULNESS OF THE DATA AND VOD AND ACKNOWLEDGES THAT ASSOCIATION MAKES NO REPRESENTATIONS OR WARRANTIES EXCEPT THOSE EXPRESSLY PROVIDED IN THIS SECTION 14 AND SCHEDULE 2. ASSOCIATION HEREBY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE OF THE DATA AND VOD OR THE SEQUENCE, TIMELINESS, ACCURACY OR COMPLETENESS OF THE DATA AND VOD. ASSOCIATION ACCEPTS RESPONSIBILITY FOR THE USEFULNESS OF THE TPN SERVICES AND DATA AND ACKNOWLEDGES THAT TPN MAKES NO REPRESENTATIONS OR WARRANTIES EXCEPT THOSE EXPRESSLY PROVIDED IN THIS SECTION 14 AND SCHEDULE 4. ASSOCIATION HEREBY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED SERVICES, ERROR-FREE DATA OR THE SEQUENCE, TIMELINESS, ACCURACY OR COMPLETENESS OF DATA.

#### **15. INDEMNIFICATION.**

15.1 **By TPN.** TPN will indemnify and hold harmless Association and Association's

officers, directors, employees and agents (“*Association Indemnitees*”) from and against any and all losses, liability, damages, costs, and expenses (including reasonable attorneys’ fees, expert witness fees, and court costs) (collectively, “*Losses*”) directly or indirectly resulting from a third party’s claims that the TPN Services infringes such third party’s Intellectual Property Rights. TPN also will indemnify and hold harmless the Association Indemnitees from and against any and all Losses which any of them have incurred or paid to any third party resulting from a breach of any of TPN’s representations and warranties under this Agreement.

15.2 **By Association.** Association will indemnify and hold harmless TPN and TPN’s officers, directors, employees and agents (“*TPN Indemnitees*”) from and against any and all losses, liability, damages, costs, and expenses (including reasonable attorneys’ fees, expert witness fees, and court costs) (collectively, “*Losses*”) directly or indirectly resulting from a third party’s claims that the Association Data infringes such third party’s Intellectual Property Rights. TPN also will indemnify and hold harmless the TPN Indemnitees from and against any and all Losses which any of them have incurred or paid to any third party resulting from a breach of any of Association’s representations and warranties under this Agreement.

15.3 **Procedure.** The party seeking indemnification under this Section 15 shall: (a) provide notice of the applicable indemnified claim to the indemnifying party within a reasonable time after becoming aware of such claim (unless the indemnified party is legally precluded from providing such notice); (b) provide reasonable assistance to the indemnifying party in the defense of the indemnified claim; and (c) tender the control of the defense of the indemnified claim to the indemnifying party, who will promptly assume and conduct (at its own expense) the full defense and/or settlement of any indemnified claim. The indemnifying party shall not settle any indemnified claim that contains an admission of liability or wrongdoing on the part of the indemnified party or imposes a material obligation (including payment obligation) on the indemnified party without the prior written consent of the indemnified party. The indemnified party may participate in the defense and settlement of any claim for which it is entitled to indemnification at its sole expense.

16. **LIMITATION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, REVENUE, BUSINESS, SAVINGS, DATA OR USE, OR THE COST OF SUBSTITUTE PROCUREMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT AS MAY ARISE FROM (a) SUCH PARTY’S FRAUD, GROSS NEGLIGENCE OR WILFULL MISCONDUCT, OR (b) EITHER PARTY’S RESPECTIVE BREACHES OF SECTIONS 2.1, 3.1 4.1, 6 AND 13 OR INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 13.1 AND 13.2 . EXCEPT AS RELATES TO BREACHES OF SECTIONS 6 AND 13 OR EITHER PARTY’S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 15.1 AND 15.2, EACH PARTY’S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER BASED ON NEGLIGENCE, CONTRACT, TORT, INDEMNIFICATION, STRICT LIABILITY OR ANY OTHER THEORY, WILL NOT EXCEED THE AMOUNTS PAID (OR PAYABLE) TO ASSOCIATION UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH A PARTY NOTIFIES THE OTHER PARTY OF THE CLAIM.

17. **DISPUTE RESOLUTION.**

17.1 **Informal Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement (a “*Dispute*”) shall first be submitted for negotiation and informal resolution to the contact persons named on the Order Form by delivery of written notice (a “*Dispute Notice*”). Such persons shall negotiate in good faith to resolve the Dispute.



17.2 **Equitable Relief.** Each party acknowledges that a breach of Section 13 by either party will irreparably harm the other party, a breach of Section 6 by TPN will irreparably harm Association, and that such harms may not be susceptible to accurate measurement for the purpose of calculating money damages. Accordingly, each party (as the Discloser) and Association (with respect to Section 6) will have the right to seek one or more injunctions and/or other equitable relief to prevent such breaches or threatened breaches without the necessity of posting a bond or other security.

## 18. **GENERAL TERMS.**

18.1 **Relationship of Parties.** Both parties are, and shall remain at all times, independent, and nothing in this Agreement will be construed to create (a) an agency, employment, fiduciary, partnership, representative, joint venture or any other relationship between the parties or (b) an agency, employment, fiduciary, partnership, representative, joint venture or any other relationship or agreement between TPN and any TPN User Association or customer.

18.2 **Assignment.** Association may not assign this Agreement or any of its rights or obligations hereunder to any third party without TPN's prior written consent. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

18.3 **Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, without reference to its conflicts of law provisions. Any Dispute regarding this Agreement not resolved pursuant to Section 17 shall be subject to the exclusive jurisdiction of the state courts located in Orleans Parish, Louisiana, and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts.

18.4 **No Third-Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the parties hereto and is not intended to convey any rights or benefits to any third party, nor will this Agreement be interpreted to convey any rights or benefits to any person except the parties hereto.

18.5 **Force Majeure.** Neither party shall be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from Force Majeure Events. The party affected by the Force Majeure Event will promptly notify the other party and will resume performance when the Force Majeure Event is no longer effective. "***Force Majeure Events***" means events beyond a party's reasonable control, including without limitation acts of nature, labor disputes, the stability or availability of the Internet or a portion thereof, actions by a governmental authority (such as a moratorium on any activities related to this Agreement or changes in government codes, ordinances, laws, rules, regulations, or restrictions), telecommunication or Internet network failures or brown-outs, failures or unavailability of third party systems, networks or software, flood, earthquake, fire, lightning, epidemics, war, acts of terrorism, riots, civil disturbances, sabotage, power grid failures, and denial of service attacks and other hacking attacks.

18.6 **Waiver.** The waiver by either party of a breach of or a default under any provision of this Agreement shall be in writing to be effective and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

18.7 **Severability.** Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality, or

enforceability of any other provision of this Agreement.

18.8 **Captions and Section Headings.** The captions and Section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

18.9 **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) when sent by confirmed electronic mail, telex or facsimile if sent during normal business hours of the recipient, if not, then on the next business day; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) three(3) days after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the parties hereto at the addresses set forth on the signature page below or at such other address or electronic mail address as parties may designate by ten (10) days advance written notice to the other parties hereto.

18.10 **Entire Agreement; Amendment.** This Agreement, together with all Schedules attached hereto, contains the complete understanding between the parties with respect to their respective subject matter hereof and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. No changes, amendments, or alterations to this Agreement shall be effective unless signed by duly authorized representatives of both parties, except as expressly provided herein. No terms on purchase orders, invoices or like documents exchanged between the parties shall modify or supplement the terms of this Agreement and shall be deemed void and shall have no effect.

18.11 **Counterparts.** This Agreement may be executed and delivered in one or more counterparts (including facsimile, PDF or other electronic counterparts), with the same effect as if the parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

**TRUSTED PROVIDER NETWORK, LLC**

By: \_\_\_\_\_

Name: Richard K. MacWilliams

Title: COO

**ASSOCIATION**

By: James H. Ammons

Name: Dr. James H. Ammons, Jr.

Title: Chancellor

**SCHEDULE 1**

**ORDER FORM**

This Order Form sets forth fees owed by Association, payment terms, the initial term of the Agreement and renewal provisions. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Agreement.

<b>TPN: Trusted Provider Network, LLC</b>	<b>Association:</b> Southern University at New Orleans, Millie M. Charles School of Social Work
Address: 757 St. Charles Avenue New Orleans, LA 70116	Address:
Email: <a href="mailto:dick@tpn.health">dick@tpn.health</a>	Email:
Phone: (917) 902-4829	Phone:
Contact Person: Richard MacWilliams	Contact Person: Holly McKenney

**Dates**

<b>Effective Dates</b>	<b>March 1, 2022</b>
Effective Date of Agreement:	
Initial Event and VOD date:	TBD
Initial Term Effective Billing Dates:	Based on timing of initial Event
Billing Frequency:	Payable within 30 days of completion of Event

**Services and Events:**

<b>Services, Events</b>	<b>Fees</b>
TPN Premium Services including Association profile on the TPN platform and an Organization Account.	No Charge.
Paid Events	TPN will pay Association 85% of registration fees from Conference Events provided the Event days are normal business days. TPN will pay Association 80% of registration fees if the Event takes place after 5:00pm Central Time on any Weekdays and for any Event taking place on

	<p>weekends and/or holidays. In the case of an Event that is both business days and after-hours or non-business days, a prorated blended rate will apply. Payments to Association will be reduced by third party payment processors (such as Shopify) used by TPN. Such payments will be deducted after computing the 85% and 80% respectively.</p> <p>TPN requires that all attendees register through TPN to participate in Events – either free or paid.</p> <p>Association shall set registration fees, if any, for each Event</p> <p>TPN may offer discounts and complimentary access to <u>Members</u> at its discretion. However, TPN shall base its Fee computation on the full registration price set by Association regardless of discounted prices and/or complimentary access if offered by Association to <u>non-Members</u>.</p> <p>There are no payments for either Party for free Events</p> <hr/>
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**Initial Term:** Commencing on the Effective Date and ending on the anniversary of the Effective Date.

**SCHEDULE 2**

**ASSOCIATION RESPONSIBILITIES FOR EVENTS**

	<b>SPEAKERS FOR EVENTS</b>
Responsibilities if Association is providing speakers	Expert training on agreed upon topics for agreed upon durations. Materials required by Association to fulfill training requirements. TPN expectation for Speakers is generally described in the TPN Speakers form which can be found at <a href="https://form.jotform.com/203575070486054">https://form.jotform.com/203575070486054</a>
Delivery	Live and Pre-recorded Presentations in connection with Events All presentation materials delivered as required to TPN within the required time frames agreed by the Parties.
Speaker Diligence if Association is providing speakers	Association will review and provide materials to TPN 7 business days prior to Events. Association will present training and materials in a professional manner consistent with behavioral health industry standards.



**SCHEDULE 3**

**TPN RESPONSIBILITIES FOR EVENTS**

	<b>SPEAKERS FOR EVENTS</b>
Responsibilities	TPN will provide marketing, registration, VOD, speaker support, attendee support, Services (see <u>Schedule 4</u> ) including TPN platform, facilities, and continuing education certificate distribution and storage
Delivery	Pre-Event services beginning with marketing and registration, Event services on presentation day(s), post-Event services including continuing education administration.
Speaker Diligence if TPN is providing speakers	TPN will review and provide materials for TPN provided speakers.  TPN will present training and materials in a professional manner consistent with behavioral health industry standards.

## SCHEDULE 4

### SERVICES THROUGH TPN PLATFORM

1. TPN Applications
  - a. On-Network Association profile (Your profile)
  - b. On-Network access to all TPN users
  - c. Clinician Followers: Analytical dashboards that aggregate TPN Users into an Association specified Organization Account
  - d. Event Reporting – Analytical dashboards that display individual and aggregated data on Event registrants and attendees
  - e. CE and License tracking by clinician
  - f. Community Board for Communications
  
2. TPN Data – Accessed via TPN Applications
  - a. All Clinician Profiles
  - b. All Association Event Data (below)
  - c. CE data on Clinician Followers
  
3. Events
  - a. Marketing to TPN Users
  - b. Distribution platform for virtual Workshop
  - c. Event presentation moderation
  - d. Continuing education certificates if any
  - e. Attendee tracking
  - f. Video on demand recording, storage, and distributions

**SCHEDULE 5**

**TPN DATA FROM EVENTS**

1. Names and email addresses of attendees at each Event
2. Names and email addresses of sponsors at each Event
3. Geographical distribution of attendees including designations for TPN users who are part of the Association's Organization Account
4. Profile Data on TPN Users

**SCHEDULE 6**

**ASSOCIATION MARKS**

[To be added]

SCHEDULE 7

TPN MARKS

TPN Health



TPN Health – Clinicians You Can Trust



## SCHEDULE 8

### **TPN Trademark Usage Guidelines**

These Trademark Usage Guidelines (the "Guidelines") are for TPN licensees, authorized resellers, partners, customers, Associations, and other third parties interested to use TPN's trademarks, service marks, or trade name (collectively "TPN Marks"). The Guidelines set forth the rules for using or referring to TPN Marks owned by TPN. TPN Marks are in various forms and may include, by way of example, letters, words, logos, designs, images, and slogans. Use of TPN Marks may be prohibited, unless expressly authorized. Moreover, TPN Marks shall include all registered or unregistered trademarks, including but not limited to TPN Marks listed on Schedule 7.

#### **Guidelines for use of TPN Marks in text:**

1. Always use the TPN Marks distinctively, distinguishing the TPN Marks from other words in print using capitalization, quotation marks, underlining, changes in color, italics, boldface type, or any similar means that set the TPN Marks apart from the surrounding text.
2. TPN Marks should always be used as adjectives (i.e., to identify a particular brand of product or service) and never as nouns (i.e., the generic name of the product or service). Do not use a TPN Mark in the possessive form, except when the TPN Mark functions as the company name.
3. Use the TPN Marks in a consistent manner and avoid alterations or variations. Do not shorten, abbreviate or misspell the TPN Marks. Do not insert hyphens or divide one-word TPN Marks into two words.
4. Use proper trademark notices with the TPN Marks. Use the <sup>TM</sup> symbol if the TPN Mark is not registered. Use the ® symbol when TPN has provided notice that the TPN Mark is registered with the U.S. Patent and Trademark Office. The appropriate trademark notice should appear with the first and/or most prominent use of the TPN Mark in headlines and the first time the TPN Mark appears in body text in all printed or visual material. The symbol should be positioned directly adjacent to the TPN Mark. The generic name of the product or service should not be included in the material designated as part of the TPN Mark. A footnote to the first or most prominent use of each TPN Mark in each piece of printed or visual VOD in which such TPN Mark appears: "[Mark] is a trademark of TPN, Inc., which may be registered in certain jurisdictions," and such other symbols and notices as may be prescribed by TPN from time to time. If the VOD, product description, or web page includes a properly licensed TPN logo, which already includes the appropriate trademark symbol, it is not necessary to include a trademark symbol after the word "TPN" in the text in that material, product packaging, or web page.
5. "TPN" functions not only as a trademark mark and service mark identifying goods and services offered by TPN, but also as a trade name or company name referring to TPN. Trade names are nouns and, therefore, should not be followed by a generic descriptor and may be used in the possessive form. When used as a trade name, "TPN" should not be followed by a trademark symbol. Within documents, the first reference to the trade or company name should be "Trusted Provider Network." "TPN" can be used for subsequent references.
6. A TPN Mark may not be used in any manner that might falsely imply that TPN has sponsored, endorsed, or is affiliated with, any third party or its goods, services, web sites, publications or other VOD. You may not use or register in any jurisdiction, whether foreign or domestic, any TPN Mark



as all or part of your company, product, or service name in a manner that is likely to create confusion as to TPN sponsorship, affiliation or endorsement of your company, product, or service, or that may dilute the TPN Mark. Similarly, you may not use or register in any jurisdiction, whether foreign or domestic, a domain name or social media profile or name that incorporates any TPN Mark in bad faith or in a manner that is likely to create confusion as to TPN's sponsorship, affiliation or endorsement of your company, product, or service.

7. The TPN Mark may not be used in a manner that would disparage TPN or its products or services or in a manner that, in TPN's judgment, may diminish or otherwise damage the reputation of TPN or the goodwill in the TPN Marks.
8. Advertising for TPN or its products or services offered under the TPN Marks must not be false or misleading in any way and must not be in violation of any applicable law, municipal ordinance, or administrative agency regulation of any country.
9. Do not use TPN Marks in objectionable material. You may not use TPN Marks on or in connection with, in TPN's sole discretion, any defamatory, scandalous, pornographic, or other objectionable VOD of any sort.
10. Do not use TPN Marks as AdWords. You may not use TPN Marks as or in connection with Google AdWords, AdWords Express or any other similar online advertising service.
11. If you learn of any uses of any logos, icons, or images that are confusingly similar to the TPN Marks, please notify TPN by sending an e-mail to [e-mail]. Similarly, if you become aware of any use of a TPN Mark that violates any of the rules described above, including failure to identify TPN Marks as belonging to TPN, please notify us at [e-mail]. If possible, please provide a copy of the article or other medium in which the trademark violation appeared.

**Guidelines for use of the TPN Logos (“Logo”):**

1. The use of any TPN Mark in graphic or logo form must comply with these additional guidelines.
2. Use only the Logo art provided by TPN in accordance with the logo usage standards and guidelines published by TPN. Other than appropriate resizing according to these guidelines, the Logo may not be modified in any manner, including but not limited to changes in the color, proportion, or design, or the removal of any words, artwork or trademark symbols.
3. Do not alter or distort the appearance of the Logo in any way, for example, by adding your own design elements or colors or changing the font. The Logo must always look sharp, clean, and well produced. The Logo may not be animated, morphed, or otherwise distorted in perspective or appearance.
4. The Logo must be used with the appropriate, readable, trademark notice <sup>TM</sup> or ®.
5. The Logo must stand alone and may not be combined with any other object, including but not limited to other logos, words, graphics, photos, slogans, numbers, design features, or symbols.
6. The Logo must not be incorporated or used in any manner as part of, or in close proximity to, another company's name, domain name, product or service name, logo, trade dress, design, slogan or other trademark. The Logo must never appear with any other symbol or icon (except the appropriate

symbol <sup>™</sup> or ®), must never be contained with a box, circle or other shape, or combined with any other name, logo or icon to create a co-branded logo.

7. Always allow for a minimum clear space around the TPN Logo. Never violate the clear space with any graphic elements, words or charts.
8. Maintain Legibility. Never reproduce the Logo in a manner that causes the Logo to become illegible or blurry, which may happen if the logo is reproduced too small.
9. Do not use any TPN Logos for purely decorative purposes in any marketing collateral, packaging, or web site without the express written permission of TPN.

## **SCHEDULE 9**

### **SPEAKER DISCLAIMER**

With regard to any information presented at TPN Events, the speaker does not make any warranty, express or implied, including the warranties of merchantability and fitness for a particular purpose, and specifically disclaims any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, product, service or process presented and makes no representation that its use would not infringe upon privately owned rights.

Any such material presented by the speaker in any format, without limitation, is for informational purposes only. Any potential attendee, who is present at a TPN event, is expected to conduct their own due diligence and assessment of the information, product, or services as appropriate for their needs.