

SOUTHERN[®] UNIVERSITY SYSTEM

BATON ROUGE • NEW ORLEANS • SHREVEPORT

BOARD OF SUPERVISORS MEETING

July 16, 2021

9:00 A.M.

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

ACADEMIC AFFAIRS

ACADEMIC AFFAIRS COMMITTEE

Friday, July 16, 2021

Southern University System Board Meeting Room

J. S. Clark Administration Building 2nd Floor

Baton Rouge, LA 70813

9:00 AM

AGENDA

1. Call to Order
2. Invocation and Pledge of Allegiance
3. Special Presentation
 - A. Procter and Gamble
4. Roll Call
5. Adoption of the Agenda
6. Public Comments
7. Action Item(s):
 - A. Request Approval of the Legal Analytics Institute for the Southern University Law Center (SULC)
8. Other Business
9. Adjournment

MEMBERS

Mrs. Ann Smith – Chairman, Dr. Leon Tarver, II – Vice-Chair,
Mr. Myron Lawson, Mr. Sam Gilliam, Ms. Christy Oliver Reeves, Dr. Leroy Davis
Atty. Domoine D. Rutledge-- 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

July 25, 2021

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

RE: Legal Analytics Institute for the Southern University Law Center

Dear Dr. Belton:

“Legal Analytics” refers to the statistical and computational modeling, analysis, and visualization of various kinds of legal data to accomplish both descriptive and predictive goals. Advances in data science now enable the extraction of information from large numbers of legal documents quickly and efficiently, turning messy text into structured data. These same tools can be used to build predictive models to forecast the filing and outcome of litigation or regulatory action, predict judicial discussions given the facts of a case, identify terms likely to lead to contract disputes, and predict patent challenges.

According to the New York Times, Forbes, and other media outlets, the application of data science to the study and practice of law is “Disruptive”, “Innovative”, and has “Dazzling Implication.” A recent study values the legal analytics market to be about two billion dollars.

Given the potential for innovation in the application of data analytics to legal questions and problems, the Southern University Law Center (SULC) desires to establish a Legal Analytics Institute. The Institute would operate under the SULC Office of Strategic Partnerships and Innovation. The Institute would have the following focus areas:

- Professional development and teaching,
- Engagement with outside stakeholders and potential partners,
- Collaborations between SULC, and other Southern University System constituent institutions,

- Entities to conduct research, develop courses, degree concentrations, and certificate programs, and
- Provide students with invaluable experiential and immersive learning opportunities, placing students in legal analytics internships, externships, apprenticeships, and permanent jobs.

Therefore, I ask that this request is presented to the Southern University Board of Supervisors at its July 16, 2021 board meeting for consideration, review, and approval. If you have any questions, please feel free to contact me.

Sincerely,



John K. Pierre

Chancellor and Vanue B. Lacour Endowed Law Professor

FACILITIES AND PROPERTY

FACILITIES AND PROPERTY COMMITTEE

(Following Academic Affairs Committee)

Friday, July 16, 2021

Southern University System Board Meeting 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. Informational Item
 - A. Facilities Planning Project Updates (SUS)
6. Other Business
7. Adjournment

MEMBERS

Dr. Rani Whitfield – Chairman, Ms. Arlanda Williams – Vice Chair,
Mr. John Barthelemy, Mr. Richard Hilliard, Mr. Myron Lawson, Dr. Leon Tarver
Atty. Domoine D. Rutledge- Ex Officio

Southern University and A&M College				
Facilities and Property Report				
SU System Campuses Projects				
AGENCY	PROJECT NAME	PROJECT BUDGET		COMMENTS
SUAG	SUAG Arena building exterior painting and wall svstem/roof canopy repairs	\$ 5,000,000.00		Upgrades- Roof, Exterior, Interior and Fencing
SUAG	SUAG New Mega Disaster Relief Shelter (2,500 beds)	\$ 20,010,000.00		Design contract awarded to Domain Architects and Modus, Inc. Zoom call to discuss programming with community leaders
SUAG	SUAG Urban Forestry & Natural Resources Headhouse Renovations	\$ 350,000.00		Construction will begin Aug 1
SUBR	New Science "STEM" Complex Building	\$ 48,000,000.00		Prelim-program submitted to FP&C; awaiting architect selection.
SUBR	DOTD Ravine Erosion Control & Road Improvements	\$ 8,000,000.00		Currently in progress
SUBR				
SUBR	J. W. Fisher Renovations Phase 1 - classroom Labs hoods, lab casework, Mech., Elect, Window sys. Interior finishes upgrades pj# 01-107- 18-02 WBS-F.01003868	\$ 8,500,000.00		Ready for bidding predecated on vacating current personnel
SUBR	SU Laboratory School Addition and Upgrades	\$ 8,029,200.00		Plan review by FP&C and SUBR. Will be on Architectural Selection agenda in September

SUBR	Repairs of 100ft tower and parking lot lighting upgrades to LED's - West and East of F G Clark Activity Center / Upgrade lighting system for classrooms, exits and stairwells in various buildings (Disaster Relief Shelter) WBS:F.19002290	\$ 291,000.00		Construction in progress
SUBR	Navy ROTC (Army ROTC- review 20 year warranty) Roof Replacement	\$ 110,000.00		Plan review by FP&C
SUBR	J. B. Moore Hall Roof Replacement	\$ 300,000.00		Plan review by FP&C
SUNO	ADA Compliant Restrooms and Public accommodations in the Cafeteria, University Center, Health & Physical Education, Library and Administration Building, Planning and Construction	\$ 1,650,000.00		Program under review from SUNO for review by FP&C for selection of Designer in April 2021
SUSLA	Lewis Collier Hall Science Building Renovaion, Planning and Construction	\$ 4,200,000.00		Preliminary program with probable costs by Purtle Engineering and EJES Architecture has been submitted to BOR and FP&C. Will be on the Architectural Selection agenda in September

SUSLA	Library Building Roof Replacement Building	\$ 160,000.00		pending proj# to proceed by fp&c

FINANCE

FINANCE COMMITTEE
(Following Facilities and Property Committee)
Friday, July 16, 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 of Online Graduate and Undergraduate Tuition and Fees. (SUNO)
 - B. Request Approval of Professional Development Fee for Incoming 2021-2022 for First Year Students (SULC)
5. Informational Item
 - A. Interim Financial Reports
6. Other Business
7. Adjournment

MEMBERS

Dr. Leon R. Tarver–Chairman, Mr. Myron Lawson -Vice Chair
Mr. Sam Gilliam, Atty. Ed Shorty, Mr. Richard Hilliard, Dr. Rani Whitfield,
Atty. Domoine D. Rutledge- Ex Officio



SOUTHERN UNIVERSITY AT NEW ORLEANS

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Office of the Chancellor

July 6, 2021

Ray L. Belton, PhD
President – Chancellor
Southern University and A&M College System

RE: Request for Approval of Academic Year 2021-2022 SUNO Online Graduate and Undergraduate Tuition and Fees

Dear Dr. Belton:

Southern University at New Orleans (SUNO) was approved by the Board of Regents to offer 100% online graduate and undergraduate degree programs. Effective fall 2021, SUNO Online will offer the following programs 100% online:

- Master of Arts in Criminal Justice
- Master of Arts in Museum Studies
- Bachelor of Science in Criminal Justice
- Bachelor of Science in Health Information Management Systems
- Bachelor of Science Interdisciplinary Studies

To be competitive in the online marketplace and meet SUNO Online enrollment goals, the university requests approval of the following tuition and fees for Academic Year 2021-2022:

Undergraduate Programs		
Tuition	Educational Technology Fee*	Distance Learning Course Fee**
\$375 Per SCH	\$7 Per SCH	\$30 Per SCH
Graduate Programs		
Tuition	Educational Technology Fee*	Distance Learning Course Fee**
\$475 Per SCH	\$7 Per SCH	\$30 Per SCH

*Assessed by legislative mandate

**Approved by the Southern University Board of Supervisors in November 2020

The fees proposed for undergraduate and graduate degree programs are consistent with rates charged at other SUS schools as well as the state and national online marketplace. Additionally, the proposed tuition is aligned to the SUNO *Strategic Plan: Together Empowers All Mechanisms*

Goal I, which is a commitment to student access and affordability as follows:

“An Equal Educational Opportunity Institution”

Goal 1: Continuing to develop and expand the student recruitment, admissions, enrollment, and retention strategies.

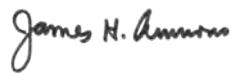
Objective 1.2 Increase undergraduate enrollment

Objective 1.3 Increase graduate enrollment

Objective 1.4 Increase SUNO Online enrollment

I support this Tuition and Fee Schedule and ask for your support in moving it forward to the Board of Supervisors for approval. Thank you for your consideration.

With kind regards,



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

Approved

Ray L. Belton, PhD
President – Chancellor
Southern University and A&M College System



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June 21, 2021

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

RE: Professional Development Fee for Incoming 2021-2022 First-year Law Students

Dear Dr. Belton:

Technology is rapidly changing, and law schools must prepare how it will educate and train law students for the future of law practice in a pandemic and post-pandemic world. Artificial Intelligence (AI), Block-Chain, Cryptocurrency, Cyber Security, Quantum Computing, Data Privacy, E-Discovery, and other technological advances not yet developed or identified will make it necessary for legal education to offer professional development that will make what is being taught in law schools bear a closer connection to how the legal services industry has developed and will develop.

There is a need for more practice-oriented professional training in business processes, project management, leadership, communication, political acuity, tech skills, etc. for law students to be better prepared for the 21st-century access to legal services challenges. This professional training will be best accomplished through a combination of online delivery platforms, boot camps that are face-to-face, and virtual or hybrid formats. Law and legal education now need to be integrated with allied disciplines, such as data science, data analysts, data process, technology design, design process, business, and more. None of this integration can happen without a massive upskilling to enable effective and efficient collaboration across the disciplines, and law outside of the traditional law school curriculum.

The Southern University Law Center (SULC) has already begun to address the challenges by subsidizing law students to meet the 21st-century challenges through various pilot programs at no

cost to law students. However, to reach a broader swath of law students in the future, it will be necessary for SULC to assess a fee of \$200.00 per semester beginning with the incoming first-year fall class of 2021-2022 and beyond. This fee will not be assessed to currently enrolled students, because SULC has sufficient resources to provide "Modern Law Practice Certification" programs and other un-skilling certification programs for current law students.

I would like this request to be presented to the Southern University System Board of Supervisors at its July 2021 board meeting. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "John K. Pierre". The signature is written in black ink and is positioned above the printed name.

John K. Pierre

Chancellor and Vanue B. Lacour Endowed Law Professor

GOVERNANCE

GOVERNANCE COMMITTEE

(Following Finance Committee)

Friday, July 16, 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 Items
 - A. Request Approval for Endowed Professorship Policy (SULC)
 - B. Request Approval of Updated New First Time Student Out of State Fee Waiver Policy (SUBR)
 - C. Request Approval of Updated Transfer Out of State Fee Waiver Policy (SUBR)
6. Other Business
7. Adjournment

MEMBERS

Mr. Myron Lawson- Chairman, Atty. Ed Shorty–Vice-Chair,
Atty. Jody Amedee, Dr. Leon Tarver, II, Ms. Christy Oliver Reeves, Mr. Sam Gilliam
Atty. Domoine D. Rutledge- Ex Officio



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July 2, 2021

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

RE: Endowed Professorship Policy

Dear Dr. Belton:

As part of its process of periodically reviewing policies for accreditation purposes, the Southern University Law Center (SULC) faculty reviewed received and updated its Endowed Professorship Policy. The updated policy reviewed on June 25, 2021, aligns the procedures of SULC with the Southern University System's procedures to award endowed chairs and professorships.

The policy was approved by the SULC faculty on June 25, 2021. I would like the Southern University System Board of Supervisors to approve the SULC policy which is written to comport the mission of SULC as a campus specific endowed faculty policy that complements the policy of the Endowed Professorship Policy of the Southern University System at its July 16, 2021, board meeting.

If you have any questions, please feel free to contact me.

Sincerely,

John K. Pierre

Chancellor and Vanue B. Lacour Endowed Law Professorship



Policy Title
Endowed Professorship Policy

Policy Number
1-021

Responsible Unit: Office of Academic Affairs	Effective Date: September 1, 2017
Responsible Official: Chair of the FARPT Committee	Last Reviewed Date: June 25, 2021
Policy Classification: Academic Affairs	Last Revised Date: June 25, 2021
	Origination Date: March 18, 2016

I. Policy Purpose

This policy aligns the procedures of Southern University Law Center (SULC) with the Southern University System's procedures to award endowed chairs and professorships.

The appointment of a faculty member to a distinguished position as an endowed chair or endowed professor constitutes the highest honor that can be accorded to a member of the professorate. It is therefore important that there be standardized policies and procedures governing such appointments. The Endowed Professorship Program was created by the Louisiana Endowment Trust Fund for Eminent Scholars during the 1983 Regular Session of the Louisiana Legislature. It was established in the State Treasury by Section I of Acts 1983, No. 668 utilizing monies appropriated annually by the State Legislature. The Southern University System is subject to specified criteria governing eligibility for

participation in this program as provided in the Board of Regents' Regulations for the Louisiana Trust Fund for Eminent Scholars. Since SU System campuses have diverse missions and characteristics, this policy is written with adequate flexibility to provide a broad framework that each campus may use to formulate a campus-specific endowed faculty policy that complements this System policy.

Southern University awards endowed chairs and professorships to faculty who have made outstanding contributions in the areas of research, teaching and public service. The University continuously seeks to attract, reward, and retain distinguished faculty, leaders, scholars, and artists of national and international reputation to occupy endowed Chairs or Professorships as one of the highest forms of recognition of its distinguished faculty. The purpose of the endowed professorship is to recruit expert faculty and retain high-quality faculty members by recognizing individuals who excel in their disciplines. In addition to rewarding excellence, an endowed position carries with it the expectation of continuing worthy contributions in the area of discipline of the holder.

The holder of an endowed professorship should be considered as receiving a high honor, as well as recognition of consistently demonstrated outstanding performance and ability. Only faculty who have made outstanding contributions in the areas of research, teaching and public service shall be considered for endowed positions. The institutional expectation of a distinguished record of performance in the areas of teaching, research and service shall be met, in addition to any specific selection criteria associated with a particular endowed position. The appointment to an endowed professorship or endowed chair shall be based on merit and may be used to recognize a current member of the faculty or it may be associated with recruitment of a new faculty member.

II. Policy Scope

This policy applies to (1) any faculty or potential faculty who may seek appointment to endowed professorships, and (2) faculty, who by Board policy sit on the ad hoc committee to recommend appointments.

III. Policy Compliance

Failure to abide by this policy may result in a failure of appointment to an endowed professorship.

IV. Policy Definitions

Not applicable.

V. Policy and Applicable Procedures

The process for awarding endowed professorships at SULC will follow the process set forth below.

Criteria

Candidates shall demonstrate that their research and other scholarly activities contribute significantly to fulfilling the mission of Southern University both short and long term, for example, by attracting superior students and/or scholars to work in related activities.

Candidate's research and other scholarly accomplishments shall be the major factor (at least 50%) in the evaluation and selection process. Other factors shall be included in the evaluation and selection process, such as teaching, university and community service, collegiality, mentoring, etc.

Application Process

Candidates for the awarding of Endowed Professors/Endowed Chairs may be nominated by colleagues from within or without the University. Candidates may also nominate themselves. In addition, the professorship may be recommended and utilized to fill a vacant faculty position. Prospective faculty members must submit the same relevant material as current faculty candidates. Applications/nominations shall include:

- A resume which includes personal data; educational background; employment history; honors; professional activities, especially research; and community service.
- Documentation of all research (articles, copies of books, off-prints where feasible, and programs of conferences at which papers were delivered.) Supporting materials provided must document the outstanding contributions of the candidates in the areas of research, teaching and public service.
- Five letters of recommendation, two of which must be from outside the University. Additional reference letters/reports may be secured from the candidates' present/former colleagues, supervisors or employers.

Applicants for endowed awards shall demonstrate an interest in and the ability to work within both the academic setting and outside community. They should be able to foster a spirit of collegiality, and work to accrue benefits for both the community and University.

The names of candidates and supporting materials shall be sent to the Selection Committee consisting of tenured faculty of SULC. All members are required to review the dossiers of the candidates for endowed positions. At least 75% of the Committee must be present for decision making.

The Committee shall forward all names, recommendations (with supporting documents, including reasons for action taken) to the Chancellor. Supporting documents for candidates recommended for appointment must demonstrate their outstanding contributions in the areas of research, teaching and public service. Any member of the committee may file a report indicating why a nominee/candidate should not be appointed. Such report shall be forwarded to the Chancellor, along with the Committee's report with notification to the candidates. The normal appeals guidelines in the retention, tenure and promotions in the faculty handbook shall apply to appeals in respect of the endowed chairs/professorships. The Chancellor shall in turn review all reports and appeals and transmit his recommendation to the President of the Southern University System with notification to the candidates. Upon review of the Chancellor's recommendation, the President shall in turn make his recommendation to the Southern University System Board of Supervisors.

Appointment Process

▪ Terms of Appointment - Endowed Chairs and Professorships

Appointment to an endowed chair is for a period up to three consecutive years. The appointment is renewable based on the results of the annual performance review of the chair holder. This appointment period is in accordance with the agreements which established these chairs.

Appointees may be selected for an additional three-year period by a majority vote of tenured faculty members of the Law Center.

All appointments are revocable without respect to term of appointment if an appointee has failed to fulfill the expectation of the appointment when assessed annually.

Letter of Appointment

After the Endowed Chair or Professorship is approved by the Southern University Board of Supervisors. The Law Center's Chancellor shall send a letter of appointment to the appointee that details and emphasizes expected commitments and contributions. The letter should stipulate:

1. Terms of appointment
2. Resources available to the appointee
3. Degree of control the appointee will have to accomplish the stated goals
4. The standards to be met by the appointee
5. The applicable evaluation, accountability and review standards
6. The letter of appointment shall be signed by the SU System President and Chancellor of the Law Center
7. The appointee shall indicate acceptance by his/her signature affixed where appropriate on the letter of appointment and return to the Chancellor's office
8. Copies of the signed letter of appointment shall be forwarded to the Chancellor, the Executive Vice President for Academic Affairs and Provost or Vice Chancellor for Academic Affairs, the Office of Human Resources, and the Office of the President.

Responsibilities of Candidates Awarded Endowed Positions

1. Appointees shall participate fully in the academic unit in which the position is awarded with particular emphases on conducting research, teaching, delivering annual public lectures and producing results that enhance the national visibility of the Law Center and the Southern University System. The recipients shall each prepare an annual report of ongoing professional activities, which will be submitted to the Vice Chancellor of Academic Affairs, through the Chancellor.

2. The recipients of awards shall furnish to the Vice Chancellor of Academic Affairs written annual reports of academic and research activities and accomplishments undertaken during the period that the positions are held. Copies of the report shall be provided to the Chancellor and System President. Documentation may include copies of books and off-prints of articles.
3. The Law Center and/or System officials shall be responsible for publicity related to the endowed position. A file of the history of the award, guidelines for selection, and names of the recipients shall be kept in the permanent records of the Law Center.

Termination Procedures

Termination of the endowed position before the end of the appointee's stipulated term may occur for one or more of the following reasons:

1. Resignation or termination of employment from the faculty of Southern University
2. A change in status from full-time to part-time faculty
3. Denial or revocation of tenure by the university
4. Failure to fulfill the obligations of the endowed position or to maintain an overall level of service and activity comparable to that presented for selection; and/or
5. An extended absence due to illness or some other reason (beyond one year).

In the event that problems should occur in connection with either items 4 or 5 above, the Chancellor shall reconvene the Selection Committee. The Committee shall meet to determine the proper course of action relative to recommending the continuance or termination of the endowed position.

Recognition and Review

Recognition

1. Faculty appointed to endowed chairs/professorships should be identified with the respective appointment's title in news releases, presentations, and publications. An additional sentence, "The XXXX Professorship is made available through the State of Louisiana Board of Regents Support Fund," should also be included.
2. Recognition of donors and interaction with donors and the recipient's unit/college/university should be promoted.

Review

A review and discussion of the established goals and related professional activities for the Chair or Professorship will be included as part of the annual faculty evaluation procedure. A separate assessment mechanism shall be developed for use in evaluating the appointee. Failure to meet the conditions of the appointment can result in termination of the Chair or Professorship.

Reports assessing the accomplishments of each Chair or Professorship are to be submitted to Southern University Board of Supervisors and the Louisiana Board of Regents. The Chancellor shall be responsible for preparation of such reports. These reports are to be submitted annually.

Financial Accountability

The Director of Institutional Advancement, acting as Executive Director of the Foundation, shall report the actual and/or projected earnings for each Endowment account to the Vice President of Finance and Business Affairs with copies to the System President, Executive Vice President for Academic Affairs and Provost, and the respective Campus Chancellors prior to the start of each University fiscal year. The Executive Director of the Foundation, working collaboratively with each Chancellor and the President, is encouraged to re-invest a certain percentage of the interest-earning to help the principal to grow over time allowing the endowment fund to keep pace with inflation. The Vice President for Finance and Business Affairs shall receive the proceeds from the Endowment Funds from the Executive Director of the Foundation and transfer and/or allocate available funds as applicable to each campus. The respective campus is then authorized to expend the funds in accordance with Louisiana law, University and Foundation rules and regulations; and the pertinent endowment agreement. The appropriate Chancellor shall be responsible for submitting annual detailed budget requests and year-end budget reports on each Endowment account to the System President, via the Vice President for Finance and Business Affairs. Although the funds are dispersed by fiscal year, the awards and appointments will occur on the calendar year.

Permissible Use of Endowed Proceeds

1. Endowment interest will be used as a Salary Supplement (not to exceed the gross amount of year).
2. Any endowment interest above the salary supplement may be used to support research related expenses, including equipment, supplies, travel, and student labor (not to exceed \$2,500 per year) upon the approval of the Vice Chancellor of Academic Affairs, the Law Center's Chancellor, the System Vice President for Business and Finance, **AND** the System President.
3. At no time shall the above expenditures exceed 75% of the allowable spending accrued in a fund account.

Initiating Payments to Holders of Endowed Professorships

After receipt of the annual report from endowed chairs and professors in the month of October, the Vice Chancellor of Academic Affairs shall submit to the Chancellor a list of faculty eligible for award. In November of each year, the chief finance officer shall prepare the appropriate paperwork for a salary distribution no later than December 15.

The Vice Chancellor of Academic Affairs shall prepare an "Award Notice" in November with a copy to the Chancellor, System Executive Vice President for Academic Affairs and Provost, and the System President. The Award Notice will detail the amount of the salary distribution.

The Vice Chancellor of Academic Affairs shall initiate the Personnel Action Forms (PAFs) for all Endowed Professorships based on the amount of approved funding. As stated above:

1. Endowment interest will be used as a Salary Supplement (not to exceed the gross amount of \$6,500 per year).
2. Any endowment interest above the salary supplement may be used to support research related expenses, including equipment, supplies, travel, and student labor (not to exceed \$2,500 per year) upon the approval of the Vice Chancellor of Academic Affairs, the campus Chancellor, the System Vice President for Business and Finance, AND the System President.
3. At no time shall the above expenditures exceed 75% of the allowable spending accrued in a fund account.

Additionally, monthly timesheets are not necessary; however, the endowed professor or chair will have to submit a timesheet in December. Additionally, endowed professors or chair must submit an annual report in accordance to the Law Center's guidelines and the specifics detailed in their initial award letter.

VI. Policy Related Information

This policy implements the Southern University System's Policy on Endowed Faculty and Chairs.

VII. Policy History and Review Cycle

The policy was originally adopted on March 18, 2016. The policy was reviewed and revised on September 17, 2017. The policy was placed in the current policy format on June 25, 2021. It is derived substantially from the pre-existing policy as follows:

1. Section I, ¶ 2 is from the prior policy Section 1, ¶ 2
2. Section I, ¶¶ 3-4 are the entirety of prior policy Section 2.
3. Section V is taken from and constitutes almost the entirety of prior policy Section 3. The exceptions are:
 - a. Deleting material dealing with appointments other than at SULC.
 - b. Removing the numbering of titles to conform with the numbering in the current policy.
 - c. Changing the title "**Recognition, Standards of Appointment and Review**" to "**Recognition and Review**" because the body of the material in the original document did not deal with standards of appointment, which were addressed elsewhere.
 - d. Changing "Permissible Use 01 Endowed Proceeds" to "Permissible Use of Endowed Proceeds" to correct a typographical error in the original.


The Chair of the FARPT Committee will ensure compliance, and the review cycle will be based on any changes that occur in the Southern University System Policy on Endowed Faculty and Chairs.

VIII. Publication of Policy

This policy is published at <https://www.sulc.edu/page/sulc-policies>.

IX. Policy Approval

This policy was approved by the SULC faculty on June 25, 2021. The policy was presented to the SUS Board for final adoption.



John K. Pierre
Chancellor, Southern University Law Center

June 25, 2021
Date

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

Effective Date of Policy

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

Effective Date of Policy



The First-Time, First-Year Out-of-State Fee Waiver policy and the Transfer Out-of-State Fee Waiver policies are being revised for efficiency, effectiveness, and competitiveness during the admissions process. The changes to the 2019 Board-approved policy includes removing the “application” process to ensure all eligible students are awarded, removing conflicting language of both waiver and scholarship to streamline awarding process, and allowing students to maintain the scholarship if they meet the 15 hours per semester or 30 hours minimum for the academic year which will allow students greater flexibility in course scheduling per semester without penalty. Additionally, the proposed policy limits eligibility to eight (8) semesters and defines the appeals process. See below for current (2019) policy language and proposed (2021) policy revisions.

Current (2019) Policy Language	Proposed (2021) Policy Language
First-Time, First-Year Out-of-State Fee <i>Scholarship</i> ; Transfer Out-of-State Fee <i>Scholarship</i> .	First-Time, First-Year Out of State Fee <i>Waiver</i> ; Transfer Out-of-State Fee <i>Waiver</i> .
-Have and maintain a minimum of 15 credit hours each semester and -maintain a cumulative GPA of 2.50, to be evaluated at the end of each spring semester	-Have and maintain a minimum of 15 credit hours each semester <i>or a minimum of 30 hours for the academic year (Fall and Spring)</i> and -maintain a cumulative GPA of 2.50, to be evaluated at the end of each spring semester <i>-eligible for up to eight (8) semesters.</i>
Complete the out-of-state fee waiver application after being admitted to the university and submit it with the required documents	**Removes application requirements.**
No definition of appeal process included.	<i>Appeals are to be submitted electronically through the official appeal application link available from the Office of the Vice Chancellor of Enrollment Management and Student Success. Appeals will be reviewed by a committee comprised of campus delegates and students will be notified of their appeal decision once reviewed by the committee.</i>



POLICY TITLE
Transfer Out-of-State Fee Waiver

POLICY NUMBER
2-002

Responsible Unit: <i>Enrollment Management</i>	Effective Date: <i>July 16, 2021</i>
Responsible Official: <i>Vice Chancellor of Enrollment Management and Student Success</i>	Last Reviewed Date: <i>May 9, 2019</i>
Policy Classification: <i>Enrollment Management- Admissions & Recruitment</i>	Origination Date: <i>May 9, 2019</i>

I. POLICY STATEMENT AND RATIONALE

The Transfer Out-of-State Fee Waiver Policy establishes criteria for the out-of-state fee waiver for transfer students. In an effort to streamline the process and remain competitive with other Historically Black Colleges and Universities (HBCUs) in Louisiana and Texas, effective Fall 2021, the criteria for providing out-of-state fee waivers to transfer students will be as follows.

Eligibility Criteria

Applicants must:

- Satisfy the admission requirements;
- Have at least a 2.5 transfer cumulative grade point average;
- Ensure that transfer students with or without an Associate’s Degree must have a “C” or better in both College English and Math;
- Complete and submit a Free Application for Federal Student Aid (FAFSA);
- Have a minimum of 15 credit hours each semester or a minimum of 30 hours for the academic year (Fall and Spring);
- Maintain a cumulative GPA of 2.50, to be evaluated at the end of each spring semester; and
- Not exceed an eight (8) semester waiver limit.

II. POLICY SCOPE AND AUDIENCE

This policy applies to the Office of the Vice Chancellor for Enrollment Management and Student Success, Office of Admissions and Recruitment, Office of the Registrar, and Office of the Bursar in the review and application of out-of-state fee waivers for the Baton Rouge campus.

III. POLICY COMPLIANCE

The Southern University System and Baton Rouge campus must remain in compliance with this policy to ensure that we meet System, State, and Federal agency regulations such as The Office of the Southern University System Internal Auditors, Louisiana Legislative Auditors, and Federal Financial Aid Program Guidelines.

IV. POLICY DEFINITIONS

The following are terms used in the policy:

Transfer Student

A transfer student is anyone who has attended another college or university after graduating from high school and wishes to enroll in an undergraduate degree program at Southern University Baton Rouge campus.

Out-of-State Fee Waiver

A special type of fee waiver that is designed to waive or removal of university's out-of-state fees from a student's fee bill each semester.

V. POLICY IMPLEMENTATION PROCEDURES

Upon approval by the Board of Supervisors, the Office of Admissions & Recruitment will review all eligible out of state student admissions applications and apply to eligible student accounts after all official transcripts are reviewed, articulated, and verified for official final GPA.

The Office of Admission and Recruitment will be responsible for reviewing all applicable candidate applications to ensure compliance with the policy in awarding waivers. The Office of the Vice Chancellor for Enrollment Management and Student Success will be responsible for reviewing all appeals for receipt of the out-of-state fee waiver to ensure compliance with the policy guidelines.

Appeals are to be submitted electronically through the official appeal application link available from the Office of the Vice Chancellor of Enrollment Management and Student Success. Appeals will be reviewed by a committee comprised of campus delegates and students will be notified of their appeal decision once reviewed by the committee.

VI. POLICY RELATED INFORMATION

N/A

VII. POLICY HISTORY AND REVIEW CYCLE

This is an existing policy that was last reviewed in 2019. The effective date of this policy is determined by the approval dates of both the Chair of the Southern University System Board of Supervisors and the President-Chancellor of the Southern University and A&M College System. Additionally, the policy last review and origination dates are identified. This policy is subject to a five-year policy review cycle.

VIII. POLICY URL

The information regarding Transfer Out-of-State Fee Waiver Policy will be posted to the System Board’s website under Board Policies at www.sus.edu and on Southern University and A&M College’s website www.subr.edu.

XI. POLICY APPROVAL

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

Effective Date of Policy

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

Effective Date of Policy



POLICY TITLE
First-Time, First-Year Out-of-State Fee Waiver

POLICY NUMBER
2-001

Responsible Unit: <i>Enrollment Management</i>	Effective Date: <i>July 16, 2021</i>
Responsible Official: <i>Vice Chancellor for Enrollment Management and Student Success</i>	Last Reviewed Date: <i>May 9, 2019</i>
Policy Classification: <i>Enrollment Management- Admissions & Recruitment</i>	Origination Date: <i>May 9, 2019</i>

I. POLICY STATEMENT AND RATIONALE

The Out-of-State Fee Waiver Policy establishes criteria for the out-of-state fee waiver. In an effort to streamline the process and remain competitive with other Historically Black Colleges and Universities (HBCUs) in Louisiana and Texas, effective Fall 2021, the criteria for providing the out-of-state fee waiver will be as follows:

Eligibility Criteria

Applicants must:

- Satisfy the admission requirements;
- Have a 2.5 cumulative final high school grade point average to be eligible;
- Complete and submit a Free Application for Federal Student Aid (FAFSA);
- Maintain a minimum of 15 credit hours each semester or a minimum of 30 hours for the academic year (Fall and Spring) and maintain a cumulative GPA of 2.50; to be evaluated at the end of each spring semester; and
- Not exceed an eight (8) semester waiver limit.

II. POLICY SCOPE AND AUDIENCE

This policy applies to the Office of the Vice Chancellor for Enrollment Management and Student Success, Office of Admissions and Recruitment, Office of the Registrar, and Office of the Bursar in the review and application of out-of-state fee waivers for the Baton Rouge campus.

III. POLICY COMPLIANCE

The Southern University System and Baton Rouge campus must remain in compliance with this policy to ensure that we meet System, State, and Federal agency regulations such as The Office of the Southern University System Internal Auditors, Louisiana Legislative Auditors, and Federal Financial Aid Program Guidelines.

IV. POLICY DEFINITIONS

Out-of-State Fee Waiver

A special type of fee waiver that is designed to waive or removal of university's out-of-state fees from a student's fee bill each semester.

V. POLICY IMPLEMENTATION PROCEDURES

Upon approval by the Board of Supervisors, the Office of Admissions & Recruitment will review all eligible out of state student admissions applications and apply to eligible student accounts after final official transcripts are reviewed and final high school GPA is verified.

The Office of Admission and Recruitment will be responsible for reviewing all applicable candidate applications to ensure compliance with the policy in awarding waivers. The Office of the Vice Chancellor for Enrollment Management and Student Success will be responsible for reviewing all appeals for receipt of the out-of-state fee waiver to ensure compliance with the policy guidelines.

Appeals are to be submitted electronically through the official appeal application link available from the Office of the Vice Chancellor of Enrollment Management and Student Success. Appeals will be reviewed by a committee comprised of campus delegates and students will be notified of their appeal decision once reviewed by the committee.

VI. POLICY RELATED INFORMATION

N/A

VII. POLICY HISTORY AND REVIEW CYCLE

This is an existing policy that was last reviewed in 2019. The effective date of this policy is determined by the approval dates of both the Chair of the Southern University System Board of Supervisors and the President-Chancellor of the Southern University and A&M College System. Additionally, the policy last review and origination dates are identified. This policy is subject to a five-year policy review cycle.

VIII. POLICY URL

The information regarding First-Time, First-Year Out-of-State Fee Waiver Policy will be posted to the System Board’s website under Board Policies at www.sus.edu and on Southern University and A&M College’s website www.subr.edu.

XI. POLICY APPROVAL

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

Effective Date of Policy

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

Effective Date of Policy

**PERSONNEL
AFFAIRS**

PERSONNEL AFFAIRS COMMITTEE

(Following Governance Committee)

Friday, July 16, 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 Items
 - A. Request Approval of Retirement Incentive Plans for the Southern University Law Center (SULC)
 - B. Request approval of amended Employment Contract for Dr. Orlando McMeans, Chancellor, Southern University Ag and Extension Center/Dean of the College of Agriculture, Family and Consumer Sciences (SUAREC)
 - C. Request approval of amended Employment Contract for John Pierre, Chancellor, Southern University Law Center (SULC)
 - D. Request approval of amended Employment Contract for Dr. James Ammons, Chancellor, Southern University at New Orleans (SUNO)
 - E. Request Approval of Equity Increases at the Southern University Agricultural Research and Extension Center (SUAREC)

Name	Position/Campus	Salary	Funding Source
1. Krystle Allen	Asst. Specialist/CED/Program Leader- FCS Salary Adjustment SUAREC	\$63,000.00	Federal
2. Zanetta Augustine	Asst. Specialist/ Program Leader -ANR Salary Adjustment SUAREC	\$65,000.00	Federal

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

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

6. Other Business

7. Adjournment

MEMBERS

Mr. Sam Gilliam—Chairman, Ms. Christy Oliver Reeves—Vice Chair,
Dr. Leon Tarver, Mr. John Barthelemy, Dr. Rani Whitfield, Atty. Jody Amedee
Atty. Domoine D. Rutledge- 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

June 25, 2021

VIA HAND DELIVERY

Dr. Ray Belton

System President and Chancellor

Southern University System

J. S. Clark Administration Bldg., 4th Floor

Baton Rouge, Louisiana 70813

RE: Retirement Incentive Plans

Dear Dr. Belton:

The Southern University Law Center (Law Center) is proposing to offer retirement incentive plans (Plans) to eligible faculty and staff employees as a proactive measure to reduce operating costs. The Law Center expects that by offering the Plans, some faculty and staff employees who are considering retirement in the near future may choose to retire now. The Plans' participation will be limited to a maximum of six (6) eligible employees. The Plans are attached.

The Plans comply with the Board of Supervisors policies for Retirement Incentive Plans. The Plans will be limited to participants on a first-come first served basis.

I request that you forward these proposals to the Board of Supervisors for their due consideration at their July 2021 board meeting.

Sincerely,

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

**SOUTHERN UNIVERSITY LAW CENTER
TENURED FACULTY
RETIREMENT INCENTIVE PLAN**

The Southern University Law Center (SULC) will offer a retirement incentive plan in accordance with the Southern University and A&M College Board of Supervisors' (Board) Policy for Tenured Faculty Regular Retirement Incentive Plans. The eligibility criteria for the retirement incentive plan (Plan) will be based on the Board's policy and the following guidelines specific to SULC. The Plan will be offered through August 6, 2021, with a retirement/resignation date of August 31, 2021.

Retirement Incentive Plan

1. SULC Tenured Faculty employees (Faculty Member) who are current and fulltime are eligible to participate in the Plan.
2. Any and all employees with the administrative title of Chancellor, Vice Chancellor or Associate Vice Chancellor shall not be eligible to participate in the plan.
3. An administrative employee who is otherwise ineligible but holds tenure as a faculty member may only participate in the retirement incentive plan in the following manner. The administrative employee must submit an intent to resign the administrative position with the application. They must meet all other eligibility conditions required for faculty. If accepted into the program, the resignation from the administrative position will be effective and the administrative employee will be allowed to participate at a salary commensurate with their faculty rank in the same manner as other eligible faculty.
4. Faculty Members must be eligible for regular retirement under the Louisiana State Employees Retirement System (LASERS), Teachers Retirement System of Louisiana (TRSL), or the Optional Retirement Plan (ORP) and should meet all plan eligibility requirements as of the application date.
5. To participate in the Plan, an eligible Faculty Member shall not have applied for retirement or received notice of termination prior to submitting their application. This exclusion shall not include those who are still working, but are officially retired under the Deferred Retirement Option Plan (DROP).
6. The Plan's offer is based on One Hundred (100%) percent of the Faculty Member's base salary for fiscal year 2020-2021, paid over a three (3) year period. The retirement incentive will be paid over a three (3) year period, in installment payments equal to Thirty-Three and One Third percent (33.33%) of the Faculty Member's base salary, in each year of the three (3) year period. The retirement incentive payments will begin after separation from the Law Center, and upon **the employee/retiree providing a copy of their Retirement Pay Advice.**
7. All retirement incentive payments are subject to all applicable federal and state taxes and regulations.

SOUTHERN UNIVERSITY LAW CENTER
TENURED FACULTY
RETIREMENT INCENTIVE PLAN

8. This plan cannot be applied to any portion of a Faculty Member's salary that is paid from any grant(s) and/or contract(s).
9. The Plan will be limited to three (3) participants. Participation in the Plan will be on a first come, first served basis. If all applications are received at the same time, the lottery method will be employed.
10. A Faculty member who wishes to participate in the plan must complete a Retirement Incentive Plan Application form along with the regular retirement system documents and submit them to the System Vice President of Human Resources (HR), and simultaneously, submit a copy of the Retirement Incentive Plan Application form and retirement system documents to the Chancellor of the Law Center, no later than the close of business on August 6, 2021.
11. All application documents for the Plan herein described shall be submitted in writing to the System Vice President of Human Resources, and simultaneously, submit a copy of the application documents to the Chancellor of the Law Center, via electronic mail, facsimile, or hand delivery. Applications submitted via U.S. Postal Service or an overnight delivery/mail service should be evidenced by a returned receipt signed by an employee in the HR Dept., and will be considered received on the date they are received by the HR Dept. All submissions made by electronic mail etc. must be followed by delivery of the original documents within 48 hours of the electronic submissions. The faculty member must obtain proof of delivery signed by an employee in the HR Dept.
12. Upon notification of approval, the Faculty Member must submit a letter of resignation as required in the application. The faculty member must also officially retire from the university. ***The Plan is not applicable to resignations not accompanied by retirements.***
13. Upon notification of approval of acceptance to participate in the Plan, the Faculty Member will have a Grace Period of seven (7) calendar days to revoke their election to participate in the Plan. A Faculty Member's revocation of election to participate in the Plan must be in writing and must be received by the System Vice President of Human Resources before the expiration of the grace period. Simultaneously, a copy of the Faculty Member's revocation of election to participate in the Plan must be received by the Chancellor of the Law Center. A Faculty Member, who submits the required documents and has been approved to participate in the Plan and then revokes their election to participate in the Plan, may not again elect to participate.
14. Any Faculty Member who participates in this plan cannot be rehired by the University as a full-time employee for a period of two (2) years.
15. The position vacated by the Faculty Member who resigns through participation in the retirement Plan will not be filled prior to the Fall Semester of 2022 unless said position is deemed critical to the effective and efficient operation of the unit. This provision will ensure costs savings through the 2021-2022 budget year

**SOUTHERN UNIVERSITY LAW CENTER
UNCLASSIFIED EMPLOYEES
RETIREMENT INCENTIVE PLAN**

09/09/2020

The Southern University Law Center (SULC) will offer a retirement incentive plan in accordance with the Southern University and A&M System Board of Supervisors' (Board) Policy for Unclassified Employee Regular Retirement Incentive Plan. The eligibility criteria for the retirement incentive plan (Plan) will be based on the Board's policy and the following guidelines specific to SULC. The Plan will be offered through August 6, 2021, with a retirement/resignation date of August 31, 2021.

Retirement Incentive Plan

1. SULC Unclassified employees who are current and fulltime are eligible to participate in the retirement Plan.
2. Employees must be eligible for regular retirement under the Louisiana State Employees Retirement System (LASERS), Teachers Retirement System of Louisiana (TRSL), or the Optional Retirement Plan (ORP) and should meet all plan eligibility requirements as of the application date.
3. To participate in the retirement Plan, a SULC unclassified employee shall not have applied for retirement or received notice of termination prior to application. This exclusion shall not include those who are still working, but are officially retired under the Deferred Retirement Option Plan (DROP).
4. The retirement incentive will be fifty percent (50%) of the SULC unclassified employee's annual base salary, for 2020-2021. The retirement incentive will be paid after separation from the Law Center, and upon **the employee/retiree providing a copy of their retirement pay stub.**
5. The retirement incentive payment is subject to all applicable federal and state taxes and regulations.
6. The position vacated by the SULC unclassified employee who resigns through participation in the retirement plan will not be filled prior to the July 1, 2022, unless said position is deemed critical to the effective and efficient operation of the unit. This provision will ensure costs savings through the 2021-2022 budget year.
7. This plan cannot be applied to any portion of an unclassified employee's salary that is paid from any grant(s) and/or contract(s).
8. In each department, for every three (3) unclassified employees eligible for retirement, one (1) qualified employee will be allowed to participate in the retirement incentive plan on a first come, first served basis. However, the Plan will be limited to three (3) participants. If all applications are received at the same time, the lottery method will be employed.

**SOUTHERN UNIVERSITY LAW CENTER
UNCLASSIFIED EMPLOYEES
RETIREMENT INCENTIVE PLAN**

09/09/2020

9. An unclassified employee who wishes to participate in the plan must complete a Retirement Incentive Plan Application form along with the regular retirement system documents and submit them to the System Vice President of Human Resources (HR), and simultaneously, submit a copy of the Retirement Incentive Plan Application form and retirement system documents to the Chancellor of the Law Center, no later than the close of business on August 6, 2021.

10. Applications for the retirement plan herein described shall be submitted in writing to the System Vice President of Human Resources, and simultaneously, a copy of the application to the Chancellor of the Law Center, via electronic mail, facsimile, or hand delivery. Applications submitted via U.S. Postal Service or an overnight delivery/mail service should be evidenced by a returned receipt signed by an employee in the HR Dept., and will be considered received on the date they are received by the HR Dept. All submissions made by electronic mail etc. must be followed by delivery of the original documents within 48 hours of the electronic submissions. The employee must obtain proof of delivery signed by an employee in the HR Dept.

11. Upon notification of approval, the SULC unclassified employee must submit a letter of resignation as required in the application. The SULC unclassified employee must also officially retire from the university. *The Plan is not applicable to resignations not accompanied by retirements.*

12. Upon notification of approval of acceptance to participate in the Plan, the Unclassified Employee will have a Grace Period of seven (7) calendar days to revoke their election to participate in the Plan. An Unclassified Employee's revocation of election to participate in the Plan must be in writing and must be received by the System Vice President of Human Resources before the expiration of the grace period. Simultaneously, a copy of the Unclassified Employee's revocation of election to participate in the Plan must be received by the Chancellor of the Law Center. An Unclassified Employee, who submits the required documents and has been approved to participate in the Plan and then revokes their election to participate in the Plan, may not again elect to participate.

13. Any unclassified employee who participates in this plan cannot be rehired by SULC for a period of two (2) years.

**FIRST AMENDMENT TO THE EMPLOYMENT CONTRACT OF
 CHANCELLOR OF SOUTHERN UNIVERSITY AGRICULTURAL,
 RESEARCH AND EXTENSION CENTER AND DEAN OF THE
 COLLEGE OF AGRICULTURE AT SOUTHERN UNIVERSITY AT
 BATON ROUGE
 ORLANDO F. McMEANS**

This amendment is made and entered into on the ___ day of July 2021 between the Board of Supervisors of Southern University and A&M College (“Board”) and Dr. Orlando F. McMeans (“Chancellor”). This Amendment, along with the previous amendments and the original employment contract constitutes the Employment Contract of the Chancellor of Southern University Agricultural, Research and Extension Center and Dean of The College of Agriculture at Southern University in Baton Rouge, Louisiana (“University”) (collectively referred herein as “Parties”). This First Amendment shall be effective as of the date referenced above through the end of the contract term. The Parties wish to amend their agreement in the following respects. All other provisions not specifically addressed herein remain in effect.

I. TERM OF EMPLOYMENT

- a. This Amendment shall extend the term of the contract for two (2) years. The Amendment extends the agreement through December 31, 2024.

III. COMPENSATION

- a. The Chancellor shall be paid an annual base salary of two-hundred forty-seven thousand and six hundred dollars (\$247,600.00) effective July 1, 2021, through the term of the contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, or caused this agreement to be executed on the date shown below.

 Dr. Orlando F. McMeans Date
 Chancellor

 Dr. Ray L. Belton Date
 President-Chancellor

 Domoine D. Rutledge Date
 Chairman, Board of Supervisors _

**FIRST AMENDMENT TO THE EMPLOYMENT CONTRACT OF
 CHANCELLOR OF SOUTHERN UNIVERSITY LAW CENTER
 JOHN K. PIERRE**

This amendment is made and entered into on the ___ day of July 2021 between the Board of Supervisors of Southern University and A&M College (“Board”) and John K. Pierre (“Chancellor”). This Amendment, along with the previous amendments and the original employment contract constitutes the Employment Contract of the Chancellor of Southern University Law Center in Baton Rouge, Louisiana (“University”) (collectively referred herein as “Parties”). This First Amendment shall be effective as of the date referenced above through the end of the contract term. The Parties wish to amend their agreement in the following respects. All other provisions not specifically addressed herein remain in effect.

I. TERM OF EMPLOYMENT

- a. This Amendment shall extend the term of the contract for two (2) years. The Amendment extends the agreement through June 30, 2024.

III. COMPENSATION

- a. The Chancellor shall be paid an annual base salary of two-hundred seventy-five thousand dollars (\$275,000.00) effective July 1, 2021, through the term of the contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, or caused this agreement to be executed on the date shown below.

 John K. Pierre Date
 Chancellor

 Dr. Ray L. Belton Date
 President-Chancellor

 Domoine D. Rutledge Date
 Chairman, Board of Supervisors _

**FIRST AMENDMENT TO THE EMPLOYMENT CONTRACT OF
CHANCELLOR OF SOUTHERN OF UNIVERSITY NEW ORLEANS
JAMES H. AMMONS**

This amendment is made and entered into on the ___ day of July 2021 between the Board of Supervisors of Southern University and A&M College (“Board”) and Dr. James H. Ammons (“Chancellor”). This Amendment, along with the previous amendments and the original employment contract constitutes the Employment Contract of the Chancellor of Southern University at New Orleans in New Orleans, Louisiana (“University”) (collectively referred herein as “Parties”). This First Amendment shall be effective as of the date referenced above through the end of the contract term. The Parties wish to amend their agreement in the following respects. All other provisions of the original contract not specifically addressed herein, remain in effect.

I. TERM OF EMPLOYMENT

- a. This Amendment shall extend the term of the contract for one (1) year. The Amendment extends the agreement through December 31, 2024.

III. COMPENSATION

- a. The Chancellor shall be paid an annual base salary of two-hundred ten thousand dollars (\$210,000.00) effective July 1, 2021, through the term of the contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, or caused this agreement to be executed on the date shown below.

Dr. James H. Ammons Date
Chancellor

Dr. Ray L. Belton Date
President-Chancellor

Domoine D. Rutledge Date
Chairman, Board of Supervisors _



"Linking Citizens of Louisiana with Opportunities for Success"

Southern University and A & M College System
AGRICULTURAL RESEARCH AND EXTENSION CENTER
Office of the Vice Chancellor, Extension and Outreach
Ashford O. Williams Hall
P. O. Box 10010
Baton Rouge, LA 70813
(225) 771-2242
(225) 771-2861 Fax
www.svagcenter.com

June 22, 2021

Orlando F. McMeans, PhD
Chancellor – Dean
Southern University Ag Center/CAFCS
Baton Rouge, LA 70813

Dear Dr. McMeans:

I am requesting equity increases for two of our program specialists. As of June 2021, we have hired 3 new program specialists and offered competitive salaries. However, two of our existing specialists are well below this threshold; Zanetta Augustine - Assistant Specialist, Ag and Natural Resources/Program Leader, ANR and Krystle Allen – Assistant Specialist, Community and Economic Development/Program Leader, FCS.

As such I am requesting the following equity increases for these staff members effective August 1, 2021:

- Zanetta Augustine - \$65,000.00/annually
- Krystle Allen - \$63,000.00/annually

Thank you for your consideration in this matter. If additional information is warranted, please advise.

Sincerely,

De'Shoin A. York, PhD
Vice Chancellor, Extension and Outreach

APPROVED: _____

Orlando F. McMeans
Chancellor - Dean

APPROVED
6/09/2021

EXTENSION PROGRAMS
Agriculture and Natural Resources
Community and Economic Development
Family and Human Development
Nutrition, diet and health Education
Youth Development

LIVESTOCK SHOW OFFICE
Livestock and Poultry Show
State and National Rabbit Show
State and Regional Horse Show

RESEARCH PROGRAMS
Economics, Marketing, Policy and Community
Development
Human Nutrition, Health, Family and Consumer
Sciences
Plant and Animal Production Systems
Urban Forestry, Natural Resources and
Environment
(225) 771-4464 Fax

TECHNOLOGY SERVICES
Data/Network/Web Management
Electronic Media
Publications
Technical Support and Training
(225) 771-4374 Fax

JOB CLASS			
JOB CODE			
CAL ID			

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form

POSITION NUMBER	6	M	9	8	0	4
-----------------	---	---	---	---	---	---

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

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

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

Previous Employee ___ Reason Left ___
 Date Left ___ Salary Paid ___

Profile of Person Recommended

Length of Employment 10/01/2020 To 09/30/2021
 Effective Date August 1, 2021

Name Krysta Allen SS# XXX-XX-6960 Sex F Race^a AA
(Last 4 digits only)

Position Title: Asst. Specialist / CED / Program Leader, FCS Department: SU-CEP

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

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

Years Experience 11 Southern University Experience 0
 Degree(s):
 Type/Discipline (BA-Education): DS-Criminal Justice Institution/Location (SU-Baton Rouge): Louisiana State University-Baton Rouge, LA Year: 2009
MS-Public Administration Louisiana State University-Baton Rouge, LA 2011
MS-Human Resource Education Louisiana State University-Baton Rouge, LA 2013

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 63,000 Salary Budgeted 63,000

Source of Funds Federal Funds

Identify Budget: 622305-62065-63000 Location A.O. WILLIAMS HALL
 Form Code: US Page ___ Item # ___

Change of: From ___ To ___

Position ___
 Status ___
 Salary Adjustment 58,000 63,000

Financial Aid signature (if applicable):

List total funds currently paid this employee by Southern University:

Source of Funds	Amount
622305-62065-63000	58,000

*See Reverse Side

Comments: (Use back of form)

*See Reverse Side

Graduate School signature (if applicable):

[Signature] 6/28/21 Date
 Supervisor
[Signature] 6/28/21 Date
 Vice Chancellor
[Signature] 6/29/2021 Date
 Director/President

[Signature] 6/28/21 Date
 Dean/Dept Head
[Signature] 6/28/2021 Date
 Chancellor
 Vice President/Finance
 Business Affairs/Comptroller
 President
 Chairman/S.U. Board of Supervisors

BGD
6/28/2021

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

ETHNIC ORIGIN (Please check one):

Hispanic or Latino Non-Hispanic or Non-Latino

RACE (Please check all that apply):

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

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

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

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

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

COMMENTS:

EMPLOYEE REGULAR WORK SCHEDULE: 8:00 AM-5:00 PM

EMPLOYEE DIRECT SUPERVISOR: De'Shohn York

NUMBER OF EMPLOYEES SUPERVISED, (if any) 9

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

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

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

CLASS OF EMPLOYMENT (VISA STATUS):

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

FUNDS AVAILABLE
 OFFICE OF THE AGRICULTURAL
 RESEARCH AND EXTENSION
 SOUTHERN UNIVERSITY SYSTEM
Cynthia Allen 4/28/2021
 FINANCE & ADMINISTRATION SECTION

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

PAT 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 PAT, 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)



KRYSTLE J. ALLEN

GET IN CONTACT

Krystle.Washington@ymail.com

WORK EXPERIENCE

Southern University Agricultural Research and Extension Center |
2014 – Present

Position: Asst. Specialist, Community and Economic Development,
Program Leader, Family and Consumer Sciences

- Develop resources and programs for youth and adult clientele to address issues and needs while enhancing their knowledge, skills, and abilities
- Build partnerships with public agencies and the private sector
- Prepare grants and reports
- Engage with stakeholders (local, state, and national levels) to develop impactful and sustainable programs
- Design, facilitate/coach, and lead national programs, webinars, and training for Cooperative Extension Professionals (CEP) from 1862 and 1890 Universities
- Provide overall leadership, execution, promotion, and coordination for the delivery of Extension Emergency Preparedness, Rural and Small Business Development, and Vaccination Education Programs

Louisiana State University Research Assistant
(2011–2014)

- Performed research under the direction of a faculty member
- Co-authored scholarly articles with faculty and fellow colleagues
- Completed data entry and analysis for research studies

PERSONAL PROFILE

I utilize a practical approach to problem-solving and possess a drive to see things through to completion. I am detail-oriented and a team player.

EDUCATION HISTORY

SOUTHERN UNIVERSITY

Bachelor of Criminal Justice, 2009

LOUISIANA STATE UNIVERSITY

Master's of Public Administration (MPA), 2011

Master's of Human Resource Education and Workforce Development (M.S.), 2013
–Concentration: Leadership Development

Ph.D., Agriculture Education, Extension, and Evaluation, ABD (in progress)

PROFESSIONAL CERTIFICATION



JOB CLASS				
JOB CODE				
CAL ID				

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form

POSITION NUMBER	6	M	9	9	3	8
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CAMPUS: SUS SUBR SULAC SUAREC SUNO SUSLA

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

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

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

Profile of Person Recommended

Length of Employment 10/01/2019 To 09/30/2020
 Effective Date August 1, 2021

Name Zanetta N. Augustino SSN XXX-XX-6394 Sex F Race^a AA
(Last 4 digits only)

Position Title: Asst. Specialist/Program Lender, ANR Department: SU-CBP

Check One Existing Position New Position
(Position vacancy authorization form must be processed and approved to fill existing and new positions. Position must be advertised before processing IAB, if applicable.)

*Visa Type (See Reverse Side):

--	--	--

 Expiration Date: _____

Years Experience 28 Southern University Experience 28
 Degree(s):
 Type/Discipline (BA-Education): BS-Ag. Econ/Business Mgmt. Institution/Location (SU-Baton Rouge): SU-Baton Rouge Year: 1987
MS-Ag Mgmt./Business Alabama A&M University-Norman, AL 1997

Current Employer Southern University Agricultural Research and Extension Center

Personnel Action

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

Recommended Salary 65000 Salary Budgeted 65000

Source of Funds Federal Funds

Identify Budget: 622296-62100-63000 Location A.O. Williams Hall
 Form Code: US Page _____ Item # _____

Change of: _____ From _____ To _____

Position _____
 Status _____
 Salary Adjustment 61,583 _____ 65,000

Financial Aid signature (if applicable): _____

List total funds currently paid this employee by Southern University:
 *See Reverse Side

Source of Funds	Amount
622303-62100-63000	61,583

Comments: (Use back of form)

*See Reverse Side

Graduate School signature (if applicable): _____

[Signature] 6/28/21 Date
 Supervisor
[Signature] 6/28/21 Date
 Vice Chancellor
[Signature] 6/29/21 Date
 Director/Personnel
 _____ Date
 President _____ Date

[Signature] 6/28/21 Date
 Dean/Unit Head
[Signature] 6/28/2021 Date
 Chancellor _____ Date
 Vice President/Finance
 Business Affairs/Comptroller _____ Date
 Chairman/S.U. Board
 of Supervisors _____ Date

BGD
 6/28/2021

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

ETHNIC ORIGIN (Please check one):

Hispanic or Latino Non-Hispanic or Non-Latino

RACE (Please check all that apply):

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

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

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

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

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

COMMENTS:

EMPLOYEE REGULAR WORK SCHEDULE: 8:00 AM-5:00 PM

EMPLOYEE DIRECT SUPERVISOR: De'Shon York

NUMBER OF EMPLOYEES SUPERVISED, (if any): 9

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, HI-B and J-1 visas, passport, and I-1/I-94. The latter six (6) documents do not apply to U.S. Citizens.

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

CLASS OF EMPLOYMENT (VISA STATUS):

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

FUNDS AVAILABLE
OFFICE OF THE AGRICULTURAL
RESEARCH AND EXTENSION
SOUTHERN UNIVERSITY SYSTEM
Quetta Miller 4/20/21
FINANCE & ADMINISTRATION SECTION

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

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

- Approved Position Vacancy Authorization Form (applicable for new and replacement positions)
- Position Vacancy Announcement (position advertised before processing PAF, if applicable)
- Application for Employment Form Admin/Pac/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)

Zanetta N. Augustine

EDUCATION

Alabama A&M University
MS: Agricultural Management / Business 1997
Norman, AL 35762

Southern University and A&M College 1987
BS: Agricultural Economic / Business Management
Baton Rouge, LA 70813

EXPERIENCE

Southern University Agricultural Research and Extension Center (April 2021 - present)
Program Leader- Agriculture and Natural Resources: Duties

- Supervisor and evaluate Agriculture and Natural Resource Staff
- Manage ongoing projects, including staff, budget and project deliverable
- Encourage and assist small farm staff, agriculture agent, and extension associate to develop project
- Provide day to day management direction and support for assignment project and staff
- Prepare, edit and present project reports as needed
- Recruit collaborators and partners for Cooperative Extension Program Mission
- Conduct workshop and other training
- Advise the Cooperative Extension Program- ANR on appropriate events for Cooperative participation and presentation

Southern University Agricultural Research and Extension Center (March 2019 - present)
Agricultural Specialist Agriculture and Natural Resources: Duties

- A Stay abreast of Small Farm industry trends while implementing and assisting farmers
- Provide research information about farms and crops
- Collect data on farms and products produce by farms
- Foster relationship with others in the industry and support land conservation efforts
- Build programs and assist farms with agriculture projects on the farm
- Attend training meeting and staff meeting as required
- Participates in professional development training

Southern University Agricultural Research and Extension Center (2009 - present)
Extension Associate: Duties

- Assist in implementing an evaluating educational programs through meetings, workshop seminars, and individual contacts.
- Assist with identifying and recruiting potential group members and program participants
- Assist with producing materials for use by clientele
- Coordinate arrangements for meetings, programs, and activities
- Provide information and assistance to clientele, and groups as directed
- Develop distribute materials our clientele can use
- Attend training meeting and staff meeting as required
- Participates in professional development training

Southern University Agricultural Research and Extension Center (Summer 2013 - 2015)
(Food and Agricultural Sciences Leadership Academy) Director Duties:

- Evaluated residential counselor and teacher's application
- Organized meeting with faculty and participants.
- Prepared and submitted budgets, travel reports, requisitions, etc.
- Supervised peer and residential counselors

- Ordered all operational supplies
- Developed daily activity schedules for teachers and counselors
- Developed brochures, application etc.
- Planned educational and agricultural experience
- Supervised conflicts and managed discipline to participants

Southern University Agricultural Research and Extension Center (Summer 2011 –2012)
Food and Agricultural Sciences Leadership Academy) Co-Director Duties:

- Assist with the evaluation of participants, residential counselor and teacher's application
- Organized meeting with faculty and participants.
- Prepared and submit **budget**, travel, requisition etc.
- Supervise peer and residential counselors
- Ordered all operational supplies
- Developed daily activity schedules for participants, teachers and counselors

Southern University Agricultural Research and Extension Center (Summer 2002 –2009)

Research Associate Duties: Collect and compile research data

- Establish a database of clientele statewide
- Participates and organize demonstrations, workshops, seminars, etc.
- Assist with analysis and interpretation of research data
- Assist with producing materials for use by clientele
- Develop and distribute materials our clientele can use
- Participates in professional development

Southern University and A&M College (Summer 2002 -2005 -Release Time)

BAYOU Beginning Agricultural Youth Opportunity Unlimited Program

EOAFCS- Exploring Opportunities in the Agricultural, Family and Consumer Sciences Program

The Academy Program: Academic Enhancement of High School Students in the Food & Agricultural Sciences

Program Coordinator: Duties:

- Evaluate participants application
- Organized meeting with faculty, staff, researchers, etc.
- Prepared and submitted budgets, travel reports, requisitions, etc.
- Ordered all operational supplies
- Developed daily activity schedules
- Advised incoming freshmen with schedules

Southern University College of Agricultural, Family and Consumer Sciences (1993- 2001)

Louisiana Family Farm Technical Assistance Project:

Marketing Specialist: Duties:

- One-on-one site visits
- Conducted educational workshops, seminars, focus groups' sessions etc.
- Build relationship with local state, federal supporters
- Disseminated clientele with educational materials
- Assist with compiling reports, programs, travel documents, newsletters, brochure, etc.

LEADERSHIP & DEVELOPMENT SKILL

- Able to work along and in a team environment
- Very efficient / creative on the computer and able to learn other programs and software
- Establish working relationships with USDA agencies, educational, institutions, community organization/ association, wholesalers, retailers, and community leaders
- Prepared newsletter brochures, pamphlets and fliers to promote and disseminate to clients
- Established a computer mailing list of clientele, retailers, wholesalers and resource Personnel

Use: Microsoft Word: Publisher, Power Point, Excel, Access,

SPECIAL INTEREST:

Providing information to underserve minority farmers while improving their bottom line.

MANRRS - Minorities in Agriculture Natural Resources and Related Sciences

Group advisor and assist with the day to day operation of the group.

Louisiana Youth Sports *IScotlandville Sport Academy* - Volunteer Work

Work with disadvantage youth in the North Baton Rouge area by providing them with after school and summer sport and educational activities.

North Baton Rouge Young Marines- Volunteer Work

Assist director with the operation of the program and advised elementary thru high school students.

Professional References Provided Upon Request



Office of The
President-Chancellor
(225) 771-4680

Southern University and A&M College System

J.S. Clark Administration Building
4th Floor
Baton Rouge, Louisiana 70813

Fax Number
(225) 771-5522

July 13, 2021

Southern University and A&M College
Board of Supervisors
J.S. Clark Administration Building, 4th Floor
Baton Rouge, LA 70813

Re: Request for Salary Adjustment for Corinne M. Blache, General Counsel for the System

Dear Chairman Rutledge and Honorable Members of the Board:

This correspondence seeks your approval for a salary adjustment for our General Counsel, Corinne M. Blache, effective July 1, 2021. Ms. Blache joined my senior leadership cabinet and the Southern University System in February of 2020. She has been a valued asset in legally navigating our community through countless matters including, but not limited to, the COVID-19 pandemic, employment searches, HBCU loan forgiveness, and changes in Title IX legislation.

From an informal inquiry of salaries of other General Counsel within Louisiana higher education peer institutions, it is apparent that others in similar roles are paid significantly higher than the salary level of the General Counsel for the Southern University System. Having reliable and consistent legal representation is paramount in the continued progression of the System.

In anticipation of your approval of the new position of System Director for Equity, Inclusion and Title IX, Ms. Blache will have additional duties related to administration and implementation of this new role within our System. This roll out is being completed without the support of an Assistant General Counsel/Executive Director of Compliance and Ethics as that position is currently open.

It is for the above-referenced reasons, I seek your favorable consideration of this request. Should you have any questions, please do not hesitate to contact me.

Kindest Regards,

Ray L. Belton, Ph.D.

JOB CLASS				
JOB CODE				
CAL ID				

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form

POSITION NUMBER	I	M	9	9	2	0
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CAMPUS: SUS SUBR _____ SULAC _____ SUAREC _____ SUNO _____ SUSLA _____

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

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

Previous Employee Louisiana Department of Justice Reason Left Resigned
 Date Left _____ Salary Paid _____

Profile of Person Recommended

Length of Employment February 10, 2020 To Permanent
 Effective Date July 1, 2021

Name Corinne M. Blache SS# 2829 Sex F Race* AA
 (Last 4 digits only)

Position Title: General Counsel Department: Office of the President

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

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 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 PAI, if applicable.)

Years Experience 16 Southern University Experience _____
 Degree(s): Type/Discipline (BA-Education): Philosophy Institution/Location (SU-Baton Rouge): University of South Alabama Year: 1998
Law University of Alabama School of La 2002

Current Employer _____

Personnel Action

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

Recommended Salary \$163,000.00 Salary Budgeted \$163,000.00

Source of Funds State

Identify Budget: 111001-11151-61002-16000 Location _____
 Form Code: _____ Page _____ Item # _____

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

Financial Aid signature (if, applicable):

List total funds currently paid this employee by Southern University:
 *See Reverse Side

Source of Funds	Amount
111001-11151-61002-16000	\$163,000.00

Comments: (Use back of form)

*See Reverse Side

Graduate School signature (if, applicable):

Supervisor _____ Date _____	Dean/Unit Head _____ Date _____
Vice Chancellor _____ Date _____	Chancellor _____ Date _____
Director/Personnel _____ Date _____	Vice President/Finance _____ Date _____ Business Affairs/Comptroller
President _____ Date _____	Chairman/S.U. Board of Supervisors _____ Date _____

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

ETHNIC ORIGIN (Please check one):

Hispanic or Latino Non-Hispanic or Non-Latino

RACE (Please check all that apply):

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

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

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

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

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

COMMENTS:

EMPLOYEE REGULAR WORK SCHEDULE: M-F 8:00am-5:00pm
EMPLOYEE DIRECT SUPERVISOR: Dr. Ray Belton, President-Chancellor
SUPERVISOR/DEPARTMENT CONTACT NUMBER (225) 771-4680
NUMBER OF EMPLOYEES SUPERVISED, (if any) _____

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

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CLASS OF EMPLOYMENT (VISA STATUS):

<u>TYPE</u>	<u>CODE</u>	<u>EXPIRES</u>
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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):

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- 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)

CORINNE "CORI" M. BLACHE



EXECUTIVE LEADERSHIP QUALIFICATIONS

Litigation Management
Visionary Leadership
Community Involvement

Talent Management
Employee Engagement
Wellness & Safety

CLE Planning & Presentation
Diversity & Inclusion
Proactive Solutions

PROFESSIONAL EXPERIENCE

Southern University System, Baton Rouge, Louisiana

General Counsel, February 2020 - present

- Advise executive and senior management for Southern University System, its institutions (Southern University and A&M College, Southern University Law Center, Southern University Agriculture and Research Extension, Southern University at New Orleans, and Southern University at Shreveport) and the Board of Supervisors
- Provide legal counsel and ensure procedural compliance with Robert's Rules of Order during open and executive sessions of the Board
- Oversee all litigation and assist in developing defense strategy (whether covered and defended by ORM or litigated by outside counsel)
- Negotiate, draft, and examine agreements such as employment, vendor, and affiliation agreements, MOUs, and CEAs
- Advise on contract status, legal risks, and the legal liabilities associated with various opportunities
- Review legislation that impacts state agencies and higher education institutions and coordinate positions with lobbyists and legislators
- Respond to all public records requests
- Oversee legal department including professional and clerical staff
- Draft policies for the Board's consideration and approval
- Prepare position statements regarding EEOC charges and OCR investigations
- Manage ADA, Title IX, and ethics training and compliance
- Provide timely guidance during emergent circumstances
- Research and anticipate unique legal issues that could impact the system
- Train faculty, staff, and students regarding various legal topics
- Assist with revocation hearings and committee hearings
- Proactively implement procedures that will mitigate potential legal exposure

Southern University Law Center, Baton Rouge, Louisiana

Adjunct Professor, Fall 2016 - present

- Teach Torts I, including intentional torts, privileges, and elements of negligence
- Teach Torts II, including Louisiana duty/risk, medical malpractice, and products liability

- Teach Pre-Law Contracts during the summer for incoming law students
- Collaborate with faculty to develop formative and summative assessments

Louisiana Department of Justice, Baton Rouge, Louisiana

Assistant Attorney General, Section Chief Road Hazard, April 2017 - February 2020

- Oversaw all road hazard cases against the Department of Transportation and Development
- Developed defense strategies with other Assistant Attorneys General in Baton Rouge, DOJ regional offices, and contract counsel who were assigned to defend road hazard cases
- Worked in conjunction with DOTD personnel
- Analyzed and monitored pending legislation relating to defending road hazard cases
- Coordinated with the Office of Risk Management personnel, House Fiscal attorneys, and Treasury to ensure satisfaction of judgments that have been appropriated
- Coordinated CLE seminars relative to defending road hazard cases for the DOJ
- Provided recommendations with regard to appeals and settlement authority
- Liaison between Executive and Road Hazard sections
- Provided guidance and mentoring to attorneys
- Supervised professional and clerical staff
- Implemented progressive discipline within section
- Participated in investigations regarding employment issues and disciplinary matters for the entire Litigation Division; provide recommendations, as needed

Assistant Attorney General, General Liability, November 2016 - April 2017

- Defended state agencies in general liability cases before state judges
- Handled all stages of a claim (i.e., pre-litigated, pre-trial, trial, and appellate)
- Supervised clerical and support staff

Roedel Parsons Koch Blache Balhoff & McCollister, ALC, Baton Rouge, Louisiana

Shareholder, February 2009 - May 2013 (official separation not until November 2016)

Attorney, August 2002 - February 2009

- Practiced before city, state and federal judges as well as Administrative Law Judges
- Main Practice Areas: Insurance Defense (including Trucking Law) and Expropriations
- Other practice areas include Regulatory Law (representing gas companies, cellular providers, water companies, and other utilities before the Public Service Commission, as well as representing ratepayers against utilities in class actions), Collections, Contracts and Workers' Compensation Defense
- Supervised professional and clerical staff

ADMISSIONS, AFFILIATIONS AND SERVICE

Admittance: Louisiana State Bar, October 2002

Membership: Louisiana State Bar, *Member*, October 2002 - present
Baton Rouge Bar Association, *Member*, October 2002 - present
Holiday Star Project, 2006 - 2012
Louisiana Bar Foundation, *Member* 2020 - present

National Bar Association, *Member* 2020 – present

Service: Delta Sigma Theta, Inc., a Service Organization, *Member*, April 1998 - present
Our Lady of the Lake Children's Hospital, Family Advisory Council, *Member*,
2017 - 2020
St. Jude Children's Research Hospital, *Volunteer and Fundraiser*, 2013 - present

EDUCATION

The University of Alabama School of Law, Tuscaloosa, Alabama

Juris Doctor, May 2002

- Academic Scholarship 1999 - 2002
- Black Law Students Association, *Delegate* and *Historian*, 1999 - 2001

The University of South Alabama, Mobile, Alabama

Bachelor of Arts in Philosophy/ Minor in Psychology, December 1998

- National PanHellenic, *Secretary*, 1998
- Student Government Association, *Senator*, Fall 1995 - 1997

REFERENCES AVAILABLE UPON REQUEST



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

July 6, 2021

Ray L. Belton, PhD
President–Chancellor
Southern University and A&M College System

RE: Appointment of an Interim Chief Information Officer (CIO)

Dear Dr. Belton:

I am requesting authorization to appoint Mr. Peter Bonnee as Interim Chief Information Officer (CIO) for Southern University at New Orleans (SUNO) at a salary of \$81,000. SUNO has advertised for this position and will continue to seek permanent leadership for this role. However, in the interim, we have a known leader to run the department in the short-term. Mr. Bonnee has been with SUNO in the Information Technology (IT) department for approximately 30 years. He has worked in a variety of roles in the department, including:


- Serving as Network Administrator
- Managing Student User Support Services
- Advising on acquisitions for computer hardware and software support
- Providing technological support for faculty and staff
- Working with issues throughout campus
- Overseeing Computer Lab for Student/Faculty Research

In addition to specific roles, Mr. Bonnee brings very valuable personal characteristics that inspire confidence among stakeholder groups due to his interpersonal skills and varied experience. He also demonstrates the following competencies:

- Experience partnering with campus colleagues on projects and support services that consistently exceed customer expectations.
- Knowledge of designing processes that create fully-electronic workflows.
- Building strong partnerships with campus stakeholders (faculty, staff, students, alumni, etc.) to ensure operational success and response services are connected and executed successfully.
- Keen interest and ability to motivate and develop staff and student teams making ITS a great place to work, grow and succeed.

It is imperative that SUNO has someone in place immediately as it continues to enhance its learning management capabilities, online infrastructure, and enterprise management resources. Mr. Bonnee has earned the trust and confidence of the SUNO community, and I am confident that he will ably manage this role until a permanent CIO is selected. I ask for your support in moving this recommendation forward to the Board of Supervisors for approval. Thank you for your consideration.

With kind regards,

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

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

JOB CLASS				
JOB CODE				
CAL ID				

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form

POSITION NUMBER							
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CAMPUS: SUS SUBR SULAC SUAREC SUNO X SUSLA

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

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

Previous Employee Edmond Cummings Reason Left Terminated
 Date Left March 31, 2021 Salary Paid \$87,336.00

Profile of Person Recommended

Length of Employment To

Effective Date July 19, 2021

Name Peter Bonnee SS# xxx-xx- Sex Male Race* Black

Position Title: Interim Chief Information Officer Department: Information Technology

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 30 years Southern University Experience 30 years

Degree(s): Type/Discipline (BA-Education): Institution/Location (SU-Baton Rouge): Year:
Bachelor of Science-Computer Information Sys. Southern University at New Orleans 1997

Current Employer Southern University at New Orleans

Personnel Action

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

Recommended Salary \$81,000.00 Salary Budgeted \$81,000.00

Source of Funds

Identify Budget: Location
 Form Code: Page Item #

Change of:
 Position From To
 Status
 Salary Adjustment

Financial Aid signature (if, applicable):

List total funds currently paid this employee by Southern University:
 *See Reverse Side

Source of Funds	Amount
	\$81,000.00

Comments: (Use back of form)

Graduate School signature (if, applicable):

*See Reverse Side

Supervisor	Date	Dean/Unit Head	Date
		<i>James H. Ammon</i>	7/6/2021
Vice Chancellor	Date	Chancellor	Date
Director/Personnel	Date	Vice President/Finance	Date
		Business Affairs/Comptroller	
President	Date	Chairman/S.U. Board	Date
		Of Supervisor	

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.

COMMENTS:

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)	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	

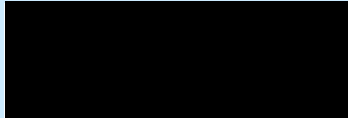
Do Not Write Below This Area
For Human Resource And Budgetary Control Use Only!

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)
- _____ 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)

PETER BONNEÉ III

CONTACT



pbonne@gmail.com

SKILLS

- Computers and peripherals installation, troubleshooting and repair
- Network Installation, troubleshooting and repair
- Windows 3.0-10, Microsoft Office, Banner, Moodle, research software, DocuSign,
- Desktop Publishing Software: Adobe Creative Suite, Corel Draw
- Network Printer Management Software: Kyocera Net Viewer, Fiery Command Workstation, HP Web Jetadmin

EDUCATION

SOUTHERN UNIVERSITY AT NEW ORLEANS
Computer Information Systems
Degree: Bachelor of Science
Date of Graduation: May, 1997

TULANE UNIVERSITY COMPUTER TRAINING
CENTER
Certified Netware Engineer
4-Track Curriculum Completed

REFERENCES

Furnished upon request.

PROFILE

Results-driven professional offering a variety of skills (from computer-related equipment acquisition, installation, networking, enterprise resource planning, technical support and desktop publishing of university-related documents to 24-hour on-site technical support for visiting accreditation agencies) and accumulated nearly 30 years career in academic- related information technology.

EXPERIENCE

SOUTHERN UNIVERSITY AT NEW ORLEANS, Title III *Technology Manager/Liaison, 2017 – present*

Assist faculty, staff, and administrators in the selection and acquisition of technology-related equipment. Assist faculty, staff, and administrators with the use of technology in achieving their departmental goals. Research technology-related equipment, including but not limited to computer hardware and software, for suitability in achieving various University goals and objectives. Provide detailed specifications and pricing to expedite the purchase of computer hardware and software to faculty, staff, and administrators. Recommend computer systems and applications to be used by students in university computer laboratories. Troubleshoot hardware and software application issues. Provide technical support for technology-related equipment throughout the University. Provide desktop publishing and printing assistance for all University-related documents, including flyers, banners, pamphlets, brochures, booklets, schedules, and catalogs. Research applications based on needs of customer. Train on software application. Implement DocuSign.

SOUTHERN UNIVERSITY AT NEW ORLEANS, Information Technology Center *2005 – 2017*

Provide computer hardware and software technical support for faculty and staff campus-wide. Advise faculty and staff on computer hardware and software purchases. Place orders for computers, computer-related equipment, and applications for instructors and computer laboratory users that meet education requirements as determined by the corresponding college. Install, configure, and maintain computer hardware and software as needed by the college faculty and staff. Install, configure, and maintain computer hardware and software for student use within each college's computer laboratories. Provide Pass-Port software training materials and workshops for faculty, staff, and students within the College of Education. Provide Plato software training materials and workshops for faculty, staff, and students within the College of Education.

EXPERIENCE *(Continued)*

SOUTHERN UNIVERSITY AT NEW ORLEANS, College of Education *Communications Technologist, 2004 – 2005*

Provide computer hardware and software technical support for faculty and staff throughout College of Education. Advise faculty and staff on computer hardware and software purchases. Place orders for computers, computer-related equipment, and applications for instructors and computer laboratory users that meet education requirements as determined by the college. Install, configure, and maintain computer hardware and software as needed by the college faculty and staff. Install, configure, and maintain computer hardware and software for student use within the College of Education's computer laboratories. Provide Pass-Port software training materials and workshops for faculty, staff, and students within the College of Education. Provide Plato software training materials and workshops for faculty, staff, and students within the college. Develop and maintain comprehensive web site for the College of Education with content provided by the faculty and staff.

SOUTHERN UNIVERSITY AT NEW ORLEANS, Information Technology Center *Manager, Student User Support Services, 2003 – 2004*

Direct, manage, coordinate and control information technology-related services in supporting academic and administrative computing for students at SUNO. Responsible for the effective and efficient operation of all computer hardware and software purchased with Student Technology Fee funds. Supervise all Student Lab Tech/Supervisor positions and the Student Helpdesk/Specialists position. Provide maintenance support and respond to all requests for problem resolution where student lab tech funds have placed computer hardware and applications software. Develop strategic plans for long-term future needs and develop procedures regarding the use of computer technology in student labs.

SOUTHERN UNIVERSITY AT NEW ORLEANS, Information Technology Center *Network Administrator/Laboratory Coordinator, 2000 – 2003*

Coordinate day to day operations of the Research Computer Lab for Students/Faculty, supervise technicians and student workers assigned to maintain the Lab, establish policies and practices by which the Lab is to operate, order and maintain laboratory equipment and supplies as needed, maintain an inventory of all lab equipment, and attend workshops and seminars on new computer technology to better enhance the lab. These job duties are in addition to those located below as Network Administrator.

SOUTHERN UNIVERSITY AT NEW ORLEANS, Information Technology Center *Network Administrator, 1998 – 2000*

Install and administer Novell servers and workstations on campus-wide local area network. Install microcomputers, peripherals, and software campus-wide. Troubleshoot and repair hardware, software and network problems. Advise campus staff and faculty regarding computer equipment purchases.

SOUTHERN UNIVERSITY AT NEW ORLEANS, Computer Lab for Student/Faculty Research *Network Specialist, 1997 – 1998*

Install and administer local area network in computer lab. Install and repair microcomputers, peripherals, and software campus-wide. Advise campus staff and faculty regarding computer equipment purchases. Develop and publish workshop materials for faculty and staff training. Conduct or assist laboratory coordinator in training sessions as needed.

SOUTHERN UNIVERSITY AT NEW ORLEANS, Computer Lab for Student/Faculty Research *Computer Laboratory Technician, 1991 – 1997*

Setup and maintain microcomputer equipment in computer laboratory. Assist students, faculty, and staff in use of hardware and software. Install and repair microcomputers, peripherals, and software campus-wide. Advise campus staff and faculty regarding computer equipment purchases. Develop and publish workshop materials for faculty and staff training. Conduct or assist laboratory coordinator in training sessions as needed.



SOUTHERN UNIVERSITY AND A&M COLLEGE SYSTEM

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

Office of the Vice Chancellor, Academic Compliance (SUBR)

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

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

Re: Appointment of Director for Accreditation/Assessment

Dear Dr. Belton:

The position of Director for Accreditation/Assessment was duly advertised on June 25, 2021. The focus of the position is to deploy a technology-based assessment data management platform for the Southern University Baton Rouge campus. Centralizing the institution's assessment data is mission-critical and will ensure the institution remains SACSCOC-ready for its 5th-Year Interim Report which will be due in 2025.


Once the advertisement for the position announcement closed on July 2, 2021, a search committee was convened and conducted interviews with five candidates. The search committee deemed Ms. Brown's academic training – a baccalaureate degree in Computer Science along with a master's degree in Business Administration/Technology Management, coupled with her extensive information technology (IT) experience, given her impressive work history in university's Division of Information Technology, most recently serving as the institution's Learning Management System (LMS) and Web-Services Coordinator. Specifically, Ms. Brown's proficiency with the Moodle LMS makes her an ideal candidate for the position and will allow for the seamless integration of a technology-based assessment data solution. Ms. Brown's resume is attached.

In closing, I respectfully recommend the appointment of Ms. Chrisena Brown at annual salary of \$73,000. This is a Title III federally-funded position. Your favorable consideration of this request is deeply appreciated.

Respectfully submitted,

Vladimir Alexander Appeaning, Ph.D.
Vice President for Strategic Planning, Policy and Institutional Effectiveness, Southern University System
Vice Chancellor for Academic Compliance, Southern University Baton Rouge Campus

Approved:



Dr. Ray L. Belton
President-Chancellor

JOB CLASS				
JOB CODE				
CAL ID				

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form

POSITION NUMBER	2	M	8	7	9	9
-----------------	---	---	---	---	---	---

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

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

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

Previous Employee Eurmon Hervey Reason Left _____
 Date Left _____ Salary Paid _____

Profile of Person Recommended

Length of Employment October 1, 2021 To September 30, 2021

Effective Date August 2, 2021

Name Chrisena Brown SS# xxx-xx-5684 Sex F Race* AA
(Last 4 digits only)

Position Title: Director of Accreditation/Assessment Department: Institutional Effectiveness

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

U		S
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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 20 Southern University Experience 20

Degree(s): Type/Discipline: Computer Science Institution/Location: Southern University and A&M College Year: 1997

MBA Business Administration/Technology University of Phoenix 2008

Management

Current Employer Southern University and A&M College

Personnel Action

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

Recommended Salary \$73,000 Salary Budgeted \$73,000

Source of Funds Title III

Identify Budget: _____ Location _____

Form Code: _____ Page _____ Item # _____

Change of: From _____ To _____

Position _____

Status _____

Salary Adjustment _____

Financial Aid signature (if, applicable):

List total funds currently paid this employee by

Southern University:

*See Reverse Side

Comments: (Use back of form)

Source of Funds	Amount
220425-22002-61002-24100 (Title III)	\$73,000

*See Reverse Side

Graduate School signature (if, applicable):

Supervisor [Signature] Date 7/12/21
 Vice Chancellor [Signature] Date _____
 Director/Personnel [Signature] Date _____
 President [Signature] Date _____
 Dean/Unit Head [Signature] Date _____
 Chancellor [Signature] Date 7/12/21
 Vice President/Finance Business Affairs/Comptroller _____ Date _____
 Chair/S.U. Board of Supervisors _____ Date _____

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

ETHNIC ORIGIN (Please check one):

Hispanic or Latino Non-Hispanic or Non-Latino

RACE (Please check all that apply):

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

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

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

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

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

COMMENTS:

EMPLOYEE REGULAR WORK SCHEDULE: 8:00 AM – 5:00 PM
EMPLOYEE DIRECT SUPERVISOR: Dr. Toni Manogin
SUPERVISOR/DEPARTMENT CONTACT NUMBER 225.771.5764
NUMBER OF EMPLOYEES SUPERVISED, (if any) 0

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

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

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

CLASS OF EMPLOYMENT (VISA STATUS):

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

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

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

SOUTHERN UNIVERSITY - BATON ROUGE, LA 70813

SUS SUBR SULAC SUAREC SUNO SUSLA

POSITION VACANCY AUTHORIZATION

REQUEST THAT THE POSITION TITLE Associate Director for Planning and Assessment AS DESCRIBED BELOW
 BE AUTHORIZED AS A VACANCY FOR Office of Strategic Planning, Policy, Institutional Effectiveness, and SACSCOC Accreditation

Director of Accreditation
1034
 (Department or Unit)

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

VACANCY DESCRIPTION AND JUSTIFICATION

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

The Associate Director for planning and assessment supports to the Office of Strategic Planning, Policy, Institutional Effectiveness, and SACSCOC Accreditation. 1 Oversees and manages the design, delivery, and assessment of educational and academic support programs, non-academic/student programs, administrative services, general education curriculum, and QEP. 2 Coordinates college-wide assessment, supports accreditation and continuous improvement efforts, including the design and development of methodology for responding to ad-hoc and recurring internal and external assessment requests. 3 Supports the curricular and co-curricular student learning outcome assessment efforts. 4 Uses various assessment data management platform (e.g., Watermark Taskstream, TracDat, CampusLabs, etc.) in performing assessment activities. 5 Designs, administers, analyzes qualitative, quantitative, and mix-method research (e.g., surveys, focus groups, rubrics, etc.) to assess the effectiveness of programs, services, and initiatives across all areas of the university and prepares reports on the results and findings of institutional surveys. 6 Leads in university survey initiatives such as the National Survey of Student Engagement (NSSE), Noel-Levitz, Course Evaluations, and internal university survey projects (survey research using tools such as Class Climate, Qualtrics, Survey Monkey, etc.). 7 Oversees and uses course evaluation platforms such as Evaluation-Kit by Watermark and coordinates with campus partners regarding its effectiveness and efficiency. 8 Perform quality assurance checks on assessment products by verifying accuracy of assessment data and reports prior to delivery to internal and external stakeholders. 9 Accesses and compiles data from internal databases and systems such as Banner; merges and manages large data sets. 10 Conducts advanced descriptive and inferential statistical analyses using Microsoft Excel, SPSS, and or SAS. 10 Develops appropriate data visualizations, dashboards, written reports, and presentations to facilitate the interpretation of assessment findings across the university.

Salary/Range: _____ Previous Incumbent (if replacement) Ermon Hervey

Approved _____ Disapproved _____ Dr. Vladimir A. Appeaning 3.9.2021
 Department Head Date

Approved _____ Disapproved _____ Dr. Toni Manogin 3.9.2021
 Dean/Director/Supervisor of Budget Unit Date

FINANCE/BUDGET OFFICE ONLY
 Funds Available 2204
 Yes _____ No
 Signature [Signature] Date 6/22/2021
 Budget Number 220425-22002-24100

HUMAN RESOURCES OFFICE ONLY
 Existing/Approved Position
 Yes _____ No
 Employee Class: MU Job Class: 22840
 Verified By: Mitchell Williams Date: 6/16/21

Approved _____ Disapproved _____ [Signature] 2/10/2021
 Vice Chancellor Date

Approved _____ Disapproved _____ [Signature] _____
 Chancellor/Vice President Date

Approved _____ Disapproved _____ [Signature] _____
 President Date

An Equal Opportunity Employer

GR

R000 SUBR BUDGET OFFICE

Vacancy Announcement System (VAS)

Position Vacancy Announcement Request

Date: 03 09 2021 Department: Office of Academic Compliance, Accreditation, Institutional Effectiveness

SUS SUBR SULC SUAREC SUNO SUSLA

Application Deadline: 03/09/2021 Date position to be filled: July 1, 2021

Position Title: Director of Accreditation Civil Service Pay Level: _____

Salary (annual): _____ or Salary Range: 70,000 to 75,000

Please check all categories that apply to this position:

Status:	Faculty Position	Unclassified Position	Classified Position
<input type="checkbox"/> Part-time % of time	<input type="checkbox"/> Temporary	<input checked="" type="checkbox"/> Administrative	<input type="checkbox"/> Probationary
<input checked="" type="checkbox"/> Full-Time	<input type="checkbox"/> Tenure	<input type="checkbox"/> Temporary	<input type="checkbox"/> Job Appointment
	<input type="checkbox"/> Tenure Track (Probationary)	<input type="checkbox"/> Permanent	<input type="checkbox"/> Provisional Appointment
	<input type="checkbox"/> Grant	<input type="checkbox"/> Grant	FOR HR USE ONLY: CS Job Code:
	<input type="checkbox"/> Contract	<input type="checkbox"/> Contract	

Contact Person: Dr. Toni Manogin Telephone No: 225-771-5764

Contact Email Address: toni_manogin@sus.edu

Contact e-mail address is for:

Human Resources utilization only posting to VAS website

Brief job description [Maximum 12 lines @ 250 characters (including spaces) per line]:

The Director for Accreditation has primary responsibility for managing a quality university assessment program by deploying and overseeing a state-of-the-art technology solution and application to planning and assessment. The position is responsible for managing and supporting the university's assessment efforts including, but not limited to: spearheading the assessment of the university's non-academic/administrative programs and services; spearheading the assessment of the university's educational/academic programs – program learning outcomes, student learning outcomes, etc. By administering a technology-based planning and assessment solution, the incumbent in this position will ensure that assessment data is readily available to support institutional and specialized programmatic accreditation efforts.

Duties:

- Uses various technology-based assessment data management platforms and solutions (e.g., Watermark applications, TracDat, CampusLabs, etc.) in performing assessment activities.
- Oversees and manages the deployment of a planning and assessment technology solution for the SUBR campus.
- Coordinates college-wide assessment efforts and oversees and manages the assessment of academic/educational and academic support programs, non-academic/student programs, administrative services, general education curriculum, etc.
- Facilitates regular training sessions with faculty and staff on the use of a technology-based assessment solutions.
- Responds to various national, state, regional, and campus survey initiatives using tools such as Class Climate, etc.
- Generates assessment reports on-demand and distributes routinely to the respective campus units to ensure programmatic improvements.
- Establishes a campus assessment database by analyzing and compiling data from internal databases and systems such as Banner.
- Develops appropriate data visualizations, dashboards, written reports, and presentations to facilitate the interpretation of assessment findings across the university.
- Facilitates campus deployment of Louisiana Board of Regents initiatives such as EMSI, etc.
- Performs other duties as assigned.

Minimal qualifications [Maximum 12 lines @ 250 characters (including spaces) per line]:

Qualifications:

- Bachelor's degree from a regionally accredited institution in Computer Science, Statistics, Mathematics, or a related field.
- Ability to develop, deploy and manage a faculty and staff training program focused on technology-related applications and solutions that enhance teaching and learning, such as Moodle usage, Quality Matters, etc.
- Working knowledge of regional accreditation standards and experience with the program and institutional evaluations by accrediting bodies. SACSCOC preferred, especially SACSCOC standards pertaining to institutional planning and student achievement – SACSCOC Standards 7.1 (institutional planning), 7.2, (QEP) 7.3 (administrative services), 8.1 (student achievement), 8.2a (educational programs), 8.2b (general education), 8.2c (academic and student support services).
- Teaching experience on a college campus.
- Excellent communication skills and ability to share assessment, best practices, and professional development knowledge with a variety of audiences.

Remarks/How to Apply (letter of application, curriculum vita, resume', references, etc)/Mailing Address

[Maximum 12 lines @ 250 characters (including spaces) per line]:

A Letter of Application, Resume, List of (3) Professional References, Completion of SUBR Application Form

Email Completed Application Package to:

Attention:
 Dr. Toni Manogin Toni_Manogin@sus.edu
 Associate Vice Chancellor, Office of Academic Compliance, Accreditation, Institutional Effectiveness
 Southern University A & M College
 J.S. Clark Administration Building, 4th Floor
 Baton Rouge, LA 70813

Note: Approved Position Vacancy Authorization form(s) must be received in the Office of Human Resources before vacant positions will be announced.

Director for Accreditation

The Director for Accreditation has primary responsibility for managing a quality university assessment program by deploying and overseeing a state-of-the-art technology solution and application to planning and assessment. The position is responsible for managing and supporting the university's assessment efforts including, but not limited to: spearheading the assessment of the university's non-academic/administrative programs and services; spearheading the assessment of the university's educational/academic programs – program learning outcomes, student learning outcomes, etc. By administering a technology-based planning and assessment solution, the incumbent in this position will ensure that assessment data is readily available to support institutional and specialized programmatic accreditation efforts.

DUTIES:

- Uses various technology-based assessment data management platforms and solutions (e.g., Watermark applications, TracDat, CampusLabs, etc.) in performing assessment activities.
- Oversees and manages the deployment of a planning and assessment technology solution for the SUBR campus.
- Coordinates college-wide assessment efforts and oversees and manages the assessment of academic/educational and academic support programs, non-academic/student programs, administrative services, general education curriculum, etc.
- Facilitates regular training sessions with faculty and staff on the use of a technology-based assessment solutions.
- Responds to various national, state, regional, and campus survey initiatives using tools such as Class Climate, etc.
- Perform quality assurance checks on assessment products by verifying accuracy of assessment data and reports prior to delivery to internal and external stakeholders.
- Generates assessment reports on-demand and distributes routinely to the respective campus units to ensure programmatic improvements.
- Establishes a campus assessment database by analyzing and compiling data from internal databases and systems such as Banner.
- Develops appropriate data visualizations, dashboards, written reports, and presentations to facilitate the interpretation of assessment findings across the university.
- Facilitates campus deployment of Louisiana Board of Regents initiatives such as EMSI, etc.
- Performs other duties as assigned.

MINIMUM REQUIREMENTS:

- Bachelor's degree from a regionally accredited institution in Computer Science, Statistics, Mathematics, or a related field.
- Ability to develop, deploy and manage a faculty and staff training program focused on technology-related applications and solutions that enhance teaching and learning, such as Moodle usage, Quality Matters, etc.
- Working knowledge of regional accreditation standards and experience with the program and institutional evaluations by accrediting bodies. SACSCOC preferred, especially SACSCOC standards pertaining to institutional planning and student achievement – SACSCOC Standards 7.1 (institutional planning), 7.2, (QEP) 7.3 (administrative services), 8.1 (student achievement), 8.2a (educational programs), 8.2b (general education), 8.2c (academic and student support services).
- Teaching experience on a college campus.
- Excellent communication skills and ability to share assessment, best practices, and professional development knowledge with a variety of audiences.

Chrisena R. Brown

Email: chrisenabrown@gmail.com

EDUCATION

Institution	Degree	Year	Major/Role Concentration
University of Phoenix Phoenix, Arizona	DM/IST	in progress	Management in Organizational Leadership/Information Systems Technology
University of Phoenix Phoenix, Arizona	MBA/TM	2008	Business Administration/ Technology Management
Southern University and A&M College Baton Rouge, LA	B.S.	1997	Computer Science

EMPLOYMENT

2019 - Present

First Year Experience Instructor – University College – Academic Affairs
Southern University and A & M College, Baton Rouge, Louisiana

- Assist all first-year students navigate the campus and support services offered by Academic Colleges coupled with other professional campus partners.
- Focus on college connection, career exploration, academic planning, and goal setting. Campus orientation, self-management, and academic skills for success will also be a part of the courses.
- Teach studies related to life skills, information technology, and basic strategies for academic success with a common read, Franklin Covey's *The 7 Habits of Highly Effective College Students*.
- Vision is to help students take more responsibility for their success in their college career and to persist to complete a credential. Instructors serve as a guide and mentors for a seamless transition.

2017 - Present

Coordinator of LMS/Web Services

Southern University and A & M College, Baton Rouge, Louisiana

- Provides primary support for the University's LMS system by proactively keeping up to date with bug fixes, patches, etc. and working closely with distance learning and instructional technologists throughout the enterprise.
- Secondary duties to include responsibility for the implementation, development, and support of the LMS system to improve online learning functions.
- Support students, faculty, and staff who leverage the University's LMS system.

- Develop, maintain and support WEB app integration points. Implements, documents, and maintains procedures to strengthen the integrity and accessibility of the LMS system.
- Keep abreast of changing technologies and investigates new software solutions as part of the process to improving the web presence.
- LiveText Watermark: ensure that faculty, students, and respective courses are uploaded.
- Assist with launching course evaluations via Class Climate.
- Department and unit website implementation and enhancement
- Assist department and unit heads and their web information providers with the planning, maintenance and layout of their specific websites
- Hold training sessions for designated faculty and staff to maintain their respective areas website
- Perform other duties as assigned.

2012 - 2017

LMS Administrator

Southern University and A & M College, Baton Rouge, Louisiana

- Provides primary support for the University's LMS system through proactively keeping up to date with bug fixes, patches, etc.
- Work closely with distance learning and instructional technologists throughout the enterprise. Responsible for the implementation, development, and support of the LMS system to improve business functions.
- Support students, faculty, and staff who leverage the University's LMS system.
- Develop, maintain and support WEB app integration points with the LMS system. Implement, document, and maintain procedures to strengthen the integrity and accessibility of the LMS system.
- LiveText Watermark: ensure that faculty, students, and respective courses are uploaded.
- Perform other duties as requested/assigned.

2007 - 2012

Web Content Editor

Southern University and A & M College, Baton Rouge, Louisiana

- Department and unit website implementation and enhancement
- Assist department and unit heads and their web information providers with the planning, maintenance and layout of their specific websites
- Assist with disseminating information on behalf of University-wide communications via mass emails, Jag News channel, and Marquee Board
- Assist with various projects utilizing SharePoint
- Hold training sessions for designated faculty and staff to maintain their respective areas website

2005 - 2007

Coordinator of Admissions

Southern University and A & M College, Baton Rouge, Louisiana

- Supervised Admissions Counselors
- Monitored daily activity of the processing of applications and documents, pulled web applications down to SIS Plus

- Submitted service request to ISD to ACT tape to download onto SIS and ACT reject file after corrections are made, deleted ID's for individuals no longer employed in the Admissions and Recruitment office, access to screens on SIS Plus, and downloaded STS (Student Transcript System) file
- Submitted service request to the Information Systems Division (ISD) for various reports
- Processed out-of-state waivers
- Coordinated mass mailings for prospective students
- Made corrections to the Board of Regents report and worked on out-of-state exemptions and admissions records for audit reports
- Processed the National Student Exchange students, Timbuktu Academy, Chemistry, Political Science, Upward Bound, SMART Program, Bayou Program, Summer Enrichment and other summer program applications.
- Responsible for all print-related materials for the Office of Admissions & Recruitment to include creating and editing new and existing publications, working with designers and printers
- Project Manager for Hobson's Enrollment Management Technology (EMT)
- Coordinator of University Tours (2001 – 2007)
- Advisor of the Southern University Ambassadors
- Assumed managerial/leadership responsibilities in the absence of the Director and her assistant

2000 - 2005

University Recruiter

Southern University and A & M College, Baton Rouge, Louisiana

- Conducted inter and intra state recruitment: travel to high schools and recruitment fairs
- Evaluated student admission applications and enter data into an SCT based program (SIS Plus)
- Composed and mailed correspondence letters to parents, guidance counselors and alumni
- Planned alumni college night programs
- Created flyers and postcards for events and activities
- Updated the Office of Admissions & Recruitment web page
- Coordinator of University Tours
- Responsible for all print-related materials for the Office of Admissions & Recruitment to include creating and editing new and existing publications, working with designers and printers
- Assisted the Coordinator of Admissions with out of state fee waivers
- Project Manager for Hobsons Enrollment Management Technology (EMT)

1999 - 2000

Secretary II – School of Accountancy

Southern University and A & M College, Baton Rouge, Louisiana

- Compiled and revised correspondence, briefs and other documents from rough or finalized copies
- Prepared purchase requisitions, faculty and staff payroll and travel reimbursements
- Collected information for student records, maintain prospective graduate files to ensure graduation

- Reviewed and prioritized mail
- Forwarded phone calls to faculty greeted and assisted guests as they entered the office.

1998 - 1999

Administrative Specialist I, BHSF/MMIS

Department of Health and Hospitals, Baton Rouge, Louisiana

- Assisted the manager and staff with researching recipient information on various files from a backlog of reports
- Made corrections to WIS and MMIS systems
- Assisted in the implementation of the Swipe Card Project

HONORS AND AWARDS

- 2019 Leadership and Service Appreciation Award, Department of Speech-Language Pathology and Audiology
Southern University and A & M College, Baton Rouge, Louisiana
- 2004 Distinguished Enrollment Management Award, Outstanding Recruitment and Admission Employee
Southern University and A & M College, Baton Rouge, Louisiana

PRESENTATIONS

NATIONAL

- 2019 Co-Presenter, "HBCU Summit: Smart Approaches to Professional Development For Enabling College Affordability Using Open Education Resources (OER)" OLC Innovate, Denver, Colorado.
- 2017 Presenter, "Southern University and A&M: Best Practice Approach in Reporting", MoodleMoot US, New Orleans, Louisiana.

CONFERENCES

- 2021 E2 Education Exchange 2021 Virtual Event
- 2020 Global MoodleMoot Online, Barcelona, Spain
- 2019 "eLearning: Innovation for Tomorrow's Students". Louisiana Board of Regents eLearning Conference, Baton Rouge, Louisiana
- 2019 MoodleMoot USA, Philadelphia, Pennsylvania
- 2018 "From Distance to Digital Learning: Shaping the Future. Louisiana Board Regents eLearning Conference, Baton Rouge, Louisiana
- 2018 MoodleMoot US, Denver, Colorado
- 2018 EDUCAUSE, Denver, Colorado
- 2017 MoodleMoot US, New Orleans, Louisiana
- 2016 MoodleMoot US, Los Angeles, California
- 2015 BBWorld Conference, Washington, DC

PROFESSIONAL DEVELOPMENT ACTIVITIES

PRESENTATIONS

2021

Spring 2021 JAG 365 Student Orientation – Division of Information Technology

Spring 2021 Moodle Refresher/Microsoft Teams Updates:

- College of Agricultural and Family and Consumer Sciences
- Nelson Mandela College of Government and Social Sciences
- College of Humanities and Interdisciplinary Studies
- College of Sciences and Engineering

2020

Fall 2020 Clinical Rehabilitation Counseling Graduate Orientation: Division of Information Technology

Fall 2020 Faculty Convocation

Fall 2020 JAG 365 Student Orientation – Division of Information Technology

Spring 2020 Faculty Convocation

Spring 2020 Southern Bound New Student Orientation - Division of Information Technology

2019

Department of Speech Pathology and Audiology Faculty Retreat

Spring & Fall Southern Bound New Student Orientation – Division of Information Technology

2018

Moodle: School of Nursing – Graduate Faculty

Spring & Fall Southern Bound New Student Orientation – Division of Information Technology

2017

Moodle: School of Nursing – Graduate Faculty

Moodle: Database Activity (School of Nursing – Undergraduate Faculty)

Moodle and LiveText

Moodle: Fall 2017 Faculty Convocation

Moodle: School of Nursing - Graduate School Student Orientation

Spring & Fall Southern Bound New Student Orientation – Division of Information Technology

2016

Moodle: Department of Chemistry

Moodle: Get Acquainted Session

2015

Blackboard: College of Social and Behavioral Sciences

Blackboard: School of Nursing - Graduate Faculty

Blackboard: School of Nursing - Undergraduate Faculty

Blackboard: Department of Curriculum & Instruction

Blackboard: College of Sciences & Agriculture
Blackboard: College of Business
Blackboard: College of Education, Arts & Humanities

WORKSHOPS

2021

Moodle: Workshop (Peer Assessment)
Moodle: Activity Completion and Restrict Access
Class Climate: Southern University System Faculty & Staff
Microsoft Teams for Staff

2020

Microsoft Teams: Using Various Features
Moodle: Tools of the Trade
Moodle: Managing Assignments
Moodle: Integrating a Glossary
Moodle: Building a Book
Moodle: Gradebook
Moodle: Workshop (Peer Assessment)

2019

Two and ½ Day Moodle Faculty Workshop at Southern University at Shreveport
Moodle: Gradebook
Moodle: First Year/Second Year Experience Instructors

2018

Moodle: Plotting your Course
Moodle: Integrating a Glossary
Moodle: Building a Book
Moodle: What Are Lessons

2017

Moodle: Gradebook
Moodle: Intelliboard

2016

Moodle: Tools of the Trade
Moodle: Managing Assignments
Moodle: Demystifying Lessons
Moodle: Plotting your Course
Moodle: Building a Quiz
Moodle: Integrating a Glossary
Moodle: Building a Book
Moodle: What Are Lessons
Moodle: Preparation for Fall 2016

TRAININGS

2020

Class Climate: Southern University System

Moodle Social Hour -- Live at Noon

Microsoft Stream: Southern University System Faculty

Microsoft Teams: Southern University System Faculty

Moodle: Department of Speech-Language Pathology and Audiology Faculty

Moodle: Department of Speech-Language Pathology and Audiology Clinical Supervisors

Moodle: Southern University System Faculty

Moodle: College of Nursing and Allied Health

Moodle: Nelson Mandela College of Government and Social Sciences

Moodle: College of Sciences and Engineering

Moodle: College of Humanities and Interdisciplinary Studies

2019

Moodle: School of Nursing (Graduate Faculty)

Moodle: School of Nursing (Undergraduate Faculty)

Moodle: College of Humanities and Interdisciplinary Studies

Moodle: Drop in Sessions

Moodle: Faculty One-on One

Moodle: Department of Speech-Language Pathology and Audiology Faculty

Moodle: Department of Speech-Language Pathology and Audiology Clinical Supervisors

2018

Moodle: Boot Camp

Moodle: Drop in Sessions

Moodle: Virtual Drop in Sessions

Moodle: Faculty One-on One

Moodle: College of Business Course Development

Moodle Refresher: Department of Mathematics

Moodle: Freshman Seminar Instructors

2017

Moodle: Drop in Sessions

Moodle: Faculty One-on One

Moodle: College of Business

Moodle Refresher: Department of Mathematics

Turnitin Faculty Training

Moodle: Mid-Term (Creating a Test)

2016

Moodle: Drop in Sessions

Moodle: Faculty One-on One

Moodle: Working Session

Moodle: Department of English

Moodle: School of Nursing
 Moodle: Gradebook (School of Nursing - Undergraduate)
 Moodle: Making the Grade
 Moodle: Types of Forums
 Moodle: Integrating a Glossary

2015

Blackboard: Discussions, Blogs, Journals & Wiki
 Blackboard: Collaboration Tools
 Blackboard: Create, Import and Export a Test
 Blackboard: Grade Center
 Blackboard: Random Questions, Pools of Questions, SmartView
 Blackboard: SafeAssign
 Blackboard: Tests
 Blackboard: Creating Assignments and Adaptive Release
 Blackboard: Adaptive Release Syllabus Quiz
 Blackboard Help

PROJECT MANAGEMENT

2020 – Present	Clinical Simulation, Simucase Department of Speech Language Pathology and Audiology
2020 – Present	Social Media Platform Department of Speech Language Pathology and Audiology
2019-Present	Louisiana Center for Prevention Resources Continuing Education Moodle Courses
2016 - Present	Department of Psychology, Southern University and A&M College Third-Party tool usage via Moodle: Respondus, Turnitin, Concourse, Intelliboard. WooClap, Gradescope, iThenticate Division of Information Technology, Southern University and A&M College
2020	Developed and conducted Microsoft Teams Training due to Covid-19 Pandemic available to the Southern University System Division of Information Technology, Southern University and A&M College
2020	Developed First Year/Second Year Moodle Virtual Orientation Course University College, Southern University and A&M College
2020	Accent Modification Course Department of Speech Language Pathology and Audiology, Southern University and A&M College
2019	Developed Moodle Online Course Template Division of Information Technology, Southern University and A&M College

UNIVERSITY COMMITTEES

SUBR Transition Task Force (2020-Present)
Southern University and A&M College, Baton Rouge, Louisiana

Digitization Committee (2020-Present)
Southern University and A&M College, Baton Rouge, Louisiana

Department of Speech Language Pathology and Audiology Curriculum Committee (2019-Present)
Southern University and A&M College, Baton Rouge, Louisiana

Moodle Development Advisory Committee (2019-Present)
Southern University and A&M College, Baton Rouge, Louisiana

CCNE DNP Accreditation Visit Committee (2021)
School of Nursing
Southern University and A&M College, Baton Rouge, Louisiana

Nelson Mandela Accreditation Committee (2020)
Online Faculty Task Force (Present)
Southern University and A&M College, Baton Rouge, Louisiana

Quality of Enhancement Plan (2017-2019)
Southern University and A&M College, Baton Rouge, Louisiana

COMMUNITY SERVICE

Zeta Phi Beta, Inc. Baton Rouge, LA
Court of Calanthe, Pride of St. Francisville No. 181

SPECIAL TRAINING, SKILLS, AND CERTIFICATIONS:

2021	Certificate of Participation: E ² Education Exchange
2020 - present	Conduct Microsoft Teams training sessions for faculty/staff
2020	Certificate of Course Completion: OneNote Staff Notebook: Tools for staff collaboration
2020	Certificate of Course Completion: OneNote Class Notebook: A teacher's all-in-one notebook for students
2020	Certificate of Course Completion: Getting Started with OneNote
2020	Certificate of Course Completion: Digital storytelling with Microsoft Sway
2020	Certificate of Course Completion: Microsoft Forms: Creating authentic assessments
2020	Certificate of Course Completion: Master Microsoft Teams for remote learning

- 2020 Certificate of Course Completion: Crafting a collaborative learning environment with Class Teams
- 2020 Certificate of Course Completion: Transform Learning with Microsoft Teams
- 2020 Certificate of Course Completion: Staying connected with remote learning through Microsoft Teams and Office 365
- 2020 Certificate of Course Completion: Supporting learning initiatives with Staff Teams
- 2020 Certificate of Participation: Multimedia & UDL (QM Standards 4.5, 8.4, & 8.5), SU Online's Faculty Development Session
- 2020 Certificate of Participation: Learner-Learner Interaction (QM Standards 5.2 & 5.4), SU Online's Faculty Development Session
- 2020 Certificate of Participation: Intro to Accessibility (QM Standards 8.3, 8.4, & 8.6), SU Online's Faculty Development Session
- 2020 Certificate of Course Completion: Microsoft Teams Course 5: Class Notebook in Microsoft Teams (presenter-led training)
- 2020 Certificate of Course Completion: Microsoft Teams Course 4: Assignments and feedback (presenter-led training)
- 2020 Certificate of Course Completion: Microsoft Teams Course 3: Working with students (presenter-led training)
- 2020 Certificate of Course Completion: Microsoft Teams Course 2: Let's share (presenter-led training)
- 2020 Certificate of Course Completion: Microsoft Teams Course 1: All about Teams (presenter-led training)
- 2019 Moodle Educator Certified (Foundation)
- 2019 Certificate of Recognition: Certified Microsoft Innovative Educator
- 2019 Certificate of Course Completion: Collaborate faster using Microsoft Teams for higher education staff
- 2019 Certificate of Course Completion: Introduction to Microsoft Teams – the digital hub for educators and students
- 2019 Certificate of Completion: Excelerators: The 7 Habits of Highly Effective People - Jump Start: Habits 1-3
- 2019 Certificate of Completion: Excelerators: The 7 Habits of Highly Effective People - Jump Start: Habits 4-7
- 2016 - present Conduct Learning Management Systems (LMS) Moodle training sessions for designated faculty/staff to administer and maintain their respective courses.
- 2015 - 2016 Conducted Learning Management System (LMS) Blackboard training sessions for designated faculty/staff to administer and maintain their respective courses.
- 2010 Quality Matters – Applying the QM Rubric



"Linking Citizens of Louisiana with Opportunities for Success"

Southern University and A & M College System
AGRICULTURAL RESEARCH AND EXTENSION CENTER
and the COLLEGE OF AGRICULTURAL, FAMILY AND CONSUMER SCIENCES

Ashford O. Williams Hall
P. O. Box 10010
Baton Rouge, LA 70813
(225) 771-2242
(225) 771-2861 Fax
www.suagcenter.com

OFFICE OF THE CHANCELLOR-DEAN

MEMORANDUM

TO: Dr. Ray L. Belton
President-Chancellor

FROM: Orlando F. McMeans, Ph.D. *OFM*
Chancellor-Dean

DATE: June 15, 2021

SUBJECT: Waiver of the Senior Research Associate and Meat Products Development Specialist Search

Mr. Curtis V. Chisley is currently a Research Associate. My letter is to request a waiver on advertising for the new 12 months position titled, "Senior Research Associate and Meat Products Development Specialist." *Mr. Curtis V. Chisley* attached resume shows that he has a record and resume of service that is appropriate for this position. He has over 30 plus years in meat science. We seek to have him (1) upgrade on national meat identification CD, (2) develop on brand and promotion on SUN Beef, and (3) and collaboration with an alum on the testing and packaging of pork crackling for targeting retain outlets such as Walmart.

In his new capacity, Mr. Curtis V. Chisley will have duties that connects to our research, extension, and teaching missions. The job title change and significant increase in duties reflects and warrant a pay increase. The duties below depict the breath of responsibilities that are not only extension and research but integrated research, instruction, and extension.

These duties are:

- a. Serving as SUAREC meat and product promotion specialist,
- b. Assisting in the product development of pork crackling for possible retail outlets,
- c. Co-Directing product development of new Southern University Natural (SUN) Beef,
- d. Directing the assessment for upgrading the SUAREC's National FFA Meat Identification,
- e. Directing Research/Extension Procurements upon arrival at Central Stores as needed,

Dr. Ray L. Belton
June 15, 2021
Page 2

- f. Providing managerial support for the Annual Livestock and Poultry Show preparations,
- g. Serving as Instructor in assigned courses such as AGSC 312 (Meat Carcass Evaluation),
- l. Providing leadership in the Meat Processing Plant upkeep, renovations, and additions,
- j. Assisting in maintaining the Meat Processing Plant licenses and inspection standards,
- k. Assisting scientists with carcass/research at the Meat Processing Plant,
- l. Assisting with the food preparation for the annual SUAREC's Youth Expo event, and
- m. Performing related duties as assigned.

Effective July 1, 2021, SU Ag Center shall pay Mr. Curtis V. Chisley the amount of \$72,074/year. The funds are federal and state.

Thank you in advance for your consideration of the above.

Approvals

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



Tracie Woods, Esq.
Associate Vice President, HR



JOB CLASS				
JOB				

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form POSITION

CAMPUS: SUS SUBR SULAC SUAREC SUNO SUSLA

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

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

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

Profile of Person Recommended

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

Name Curtis V. Chisley SS# U01270863 Sex M Race* AA
("S" number)

Position Title: Senior Res Assoc./ Ment Products Dev, Spec. Department: Research

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

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

Years Experience 27 Southern University Experience 20+ Expiration Date: _____

Degree(s): Type/Discipline (BA-Education): Animal Science Institution/Location (SU-Baton Rouge): Southern University A&M College Year: 1978
 BS _____

Current Employer _____

Personnel Action

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

Recommended Salary _____ Salary Budgeted _____

Source of Funds STATE & FEDERAL

Identify Budget: 611001-65060-62000-61002 Location _____
622303-62100-63000-61002

Form Code: _____ Page _____ Item # _____

Change of: _____ From _____ To _____

Position _____
 Status _____
 Salary Adjustment \$51,724 and \$10,350 \$81,724 and \$10,350

Financial Aid signature (if applicable): _____

List total funds currently paid this employee by Southern University:
 *See Reverse Side

Source of Funds	Amount
611001 65060 62000 61002	\$51,724
622303 62100 63000 61002	\$10,350

Comments: (Use back of form)

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

C. R. Wackerjod 6.28.21 C. R. Wackerjod 6.28.21
 Supervisor Date Dean/Unit Head Date
C. R. Wackerjod 6.28.21 [Signature] 6/28/2021
 Vice Chancellor Date Chancellor Date
[Signature] 6/29/2021 _____ Date
 Director/Personnel Date Vice President/Finance Date
 _____ Date Business Affairs/Comptroller Date
 President Date Chairman/S.U. Board Date
 _____ Date of Supervisors Date

BGO
6/28/2021

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

ETHNIC ORIGIN (Please check one):

Hispanic or Latino Non-Hispanic or Non-Latino

RACE (Please check all that apply):

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

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

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

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

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

COMMENTS: See Attached Job Description

EMPLOYEE REGULAR WORK SCHEDULE: _____

EMPLOYEE DIRECT SUPERVISOR: _____

SUPERVISOR/DEPARTMENT CONTACT NUMBER: _____

NUMBER OF EMPLOYEES SUPERVISED, (if any): _____

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

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

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

CLASS OF EMPLOYMENT (VISA STATUS):

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

FUNDS AVAILABLE
OFFICE OF THE AGRICULTURAL
RESEARCH AND EXTENSION
SOUTHERN UNIVERSITY SYSTEM

FINANCE & ADMINISTRATION SECTION

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

PAT 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 PAT, if applicable)
- Application for Employment Form Admin/Fac/Uncl Positions (Civil Service Application for classified employees)
- Authority to Release (signed by employee) (submitted to Human Resources with Criminal/Background Check form)
- Supervisory Criminal/Background Check Form (completed by employee/ verified and signed by supervisor)
- Exemptions Survey Form (signed by employee and budget head)
- Proposed Employee Appointment
- Proposed Employee Clearance
- Restricted/ Job Appointment/CS Rule 6.5g Letter of Justification (for classified, if applicable)

SOUTHERN UNIVERSITY - BATON ROUGE, LA 70813

SUS SUBR SULAC SUAREC SUNO SUSLA

POSITION VACANCY AUTHORIZATION

REQUEST THAT THE POSITION TITLE Senior Research Associate and Meat Products Development Specialist AS DESCRIBED BELOW

BE AUTHORIZED AS A VACANCY FOR SUAREC
(Department or Unit)

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

The position is a 12-month appointment as a Senior Research Associate and Meat Products Development Specialist. The successful applicant will serve as SUAREC meat and product promotion specialist, including assisting in the pork crackling product exploration with a private sector entity for possible retail outlets, SU Natural Beef co-developer, assessment for upgrading the SU Ag Center National FFA Meat Identification CD, procurement officer for the SU Ag Center Research Officer, support for the Livestock Show, instructor for AGSC 312 Meat Course, and assisting with the food preparation for the annual Youth Expo event. The duties include perform related duties as assigned. The budget codes are The budget codes numbers are 622030-62100 (\$10,350) and 611001-65060 (\$61,724).

Salary: \$72,074 Previous Incumbent (if replacement):

Approved Disapproved C. Reuben Walker 5/12/21
Department Head Date

Approved Disapproved C. Reuben Walker 5/12/2021
Dean/Director/Supervisor of Budget Unit Date

FINANCE/BUDGET OFFICE ONLY	
Funds Available	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>[Signature]</u>	Date
Budget Number	<u>611001-65060-611001</u>

HUMAN RESOURCES OFFICE ONLY			
Existing/Approved Position			
<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
Employee Class:	<u>MU</u>	Job Class:	<u>64780</u>
Verified By:			<u>6/29/21</u>

Approved Disapproved C. Reuben Walker 5/12/2021
Vice Chancellor Date

Approved Disapproved [Signature] 6/22/2021
Chancellor/Vice President Date

Approved Disapproved _____
President Date

An Equal Opportunity Employer

Curtis Van Chisley

E-mail: curtis_chisley@suagcenter.com

EDUCATION

B.S. Southern University A&M College, May 1978
Major: Animal Science

PROFESSIONAL EXPERIENCES

- July 2020 to Present** *Meat Laboratory Tech/ Meat Processing.* Southern University Agricultural Research and Extension Center (SUAREC)
- August 2018 to Present** *Adjunct Professor of Department of agricultural Sciences.* Southern University, College of Agricultural, Family and Consumer Sciences (CAFCS)
- July 2016 to Present** *Associate Livestock Program Mgr.,* SUAREC
- Sep. 2015 to July 2016** *Interim Livestock Director,* Southern University, SUAREC
- Jan. 2007 – Mar. 2009** *Interim USDA 1890 Liaison,* CAFCS
- Jan. 2006 – Dec.2020** *Research Associate – SUAREC for Swine Unit and Adjunct Professor in the Department of Agricultural Sciences in the CAFCS*
- July 2000 – Dec. 2005** *Adjunct Professor, Livestock and Meat Specialist.* CAFCS - USDA, AMS, Livestock and Seed, Meat Grading and Certification Branch
- Feb. 1980 - June 2000** *Agricultural Commodity Grader Supervisor (Meat),* USDA, AMS, Livestock and Seed, Meat Grading and Certification Branch
- June 1978 to Jan. 1980** *Agricultural Marketing Specialist,* USDA/AMS, Packers & Stockyard Administration
- 1970 – 2016** *Owner, and Breeder* Thoroughbred Racehorses

MARKETING & PROMOTIONS

- Help developed Meat Goat Selection, Carcass Evaluation & Fabrication Guide

- For several years, I have worked with at least seven universities such as Fort Valley State University, Alcorn State University, Tuskegee University, Florida A&M University, University of Arkansas-Pine Bluff, Tennessee State University, and South Carolina State University in developing goat production and marketing avenues for small, limited resource farmers in Alabama, Georgia, Florida, Mississippi, Arkansas, Louisiana, South Carolina, and Tennessee.
- I have assisted in providing USDA/AMS- Livestock and Seed Program International Pork photographs.
- Conducted a two-day workshop for Louisiana FFA Teacher at Southern University to assist the teacher in preparing their students for the annual District, State and National FFA Meat Identification. The National FFA CD-ROM has generated over \$20,000 to SUAREC.
- I have provided technical expertise in developing the SU Ag Center FFA CD ROM for Meat ID.
- Selected in 2006, to work with the International Food Committee for teaching meat processing in Armenia.
- I assisted in providing technical assistant in the development of the Livestock Marketing Handbook that is utilized by livestock producers throughout the state.

GRANTS PARTICIPATION

- 2019-2022 - Ezekwe, M., (ASU), Besong, S., (DSU); Walker, C., **Chisley, C.**, and Malekian, F., working on the joint research project proposal entitled, "Enhancing Pork Quality and Lipid Regulation in Finishing Hogs Fed Purslane Diet."
- 2016-18 - Ezekwe, M., (ASU), Besong, S., (DSU); Walker, C., **Chisley, C.**, and Malekian, F., working on the joint research project proposal entitled, "Enhancing Pork Quality and Lipid Regulation in Finishing Hogs Fed Purslane Diet."
- 2015 - Cheryl Atkinson, Janet Gager, Onyumbwe Lukongo, **Curtis Chisley** and Sebhatu Gebrelul, Evaluating the Marketability, Consumer Awareness, And Nutritional Knowledge of Value-Added Goat Meat Products in Louisiana.
- 2010-12 - Ezekwe, M., (ASU), Besong, S., (DSU); Walker, C., **Chisley, C.**, and Janet Gager working on the joint research project proposal entitled, "Enhancing Pork Quality and Lipid Regulation in Finishing Hogs Fed Purslane Diet." The three (3) HBCU's participating is Delaware State University, Alcorn State University, and Southern University.

- 2012 - Motsenbocker, C., Hubchen, J., McMillin, K., **Chisley, C.**, Marshall, R., USAID Global Hunger and Food Security Research. Southern University Agricultural Research and Extension Center, and Louisiana State University Agricultural Center Baton Rouge.
- 2010 - Malekian, F., Gebrehul, S., **Chisley, C.**, Khachaturyan, M., Howard, A., Nutrition Content Antioxidant Activity and Microbiological Safety of Goat Meat and Value add Goat Meat Products. Southern University Agricultural Research and Extension Center, Baton Rouge.
- 2010 - Walker, C. R., Bandele, O., V., Malekian, F., Bachireddy, V., Kaliba, A., **Chisley, C.**, Ghebreyesus, Y., Ghebreyesus, K., Chin, K., Mathieu, F., Organic Pork Production Pasture Design.
- 2009 - Walker, C. R., Bachireddy, V., Malekian, F., Simon, G., Marshall, R., **Chisley, C.**, Harris, A., Mathieu, Evaluation of Burt Corn Gluten Meal in Agricultural Production. Southern University Agricultural Research and Extension Center, Baton Rouge.
- 2008 Chisley, C., Phelps, O., Parker, L., and Newman, D., Developed DVD on Lamb cuts. United States Department of Agriculture (USDA) Meat Grading and Certification Service. Southern University Agricultural Research and Extension Center, Baton Rouge.
- 2007 - Chisley, C., Phelps, O., Olson, S., Ransom, J., and Howard, A. Development of international meat cut standards. United Nations Economic Commission for Europe (UNECE). Southern University Meat Laboratory.
- 2007 - Chisley, C., Phelps, O., McMurdie, L., Parker, L., and Newman, D., Developed DVD on Pork Belly. USDA Meat Grading and Certification Service. Southern University Agricultural Research and Extension Center, Baton Rouge.

EXTENSION PARTICIPATION

- April 2019 to the present - Development and evaluation of purslane and waterleaf vegetables for production of omega-3 fatty acid for enriched pork. Providing the harvesting, processing, and meat sensory evaluation on swine from Alcorn State University.
- May 26, thru June 30, 2013 - Work with the La. Food & Ag. Science Academy Residential Program
- June 9, thru 28, 2013 - Co-Coordinate activities for the Summer Pre-College Program, BAYOU

- Assist with the Louisiana Small Farmer Ag. Leadership Institute for several years.
- Assist with the Small Farmer Agricultural Leadership Institute for several years.
- Conduct grading and certification demonstrations for extension staff, public and industry groups, and vocation career development programs.
- Assist LSU Meat Science Program with the Annual Louisiana State 4 FFA Meat Career Development Event
- Work with the Southern University Agricultural Research and Extension Center State Livestock and Poultry Show for several years.
- Assist the extension personnel with workshops and field days for farmers, livestock producers and youth.
- Develop “How To” fact sheets in Live Animal and Carcass Evaluation, Harvesting and Processing Techniques and Meat Terminology

TEACHING

Southern University College of Agricultural Family and Consumer Sciences

- Teaching the Meat Technology course (AGSC 312) in the Animal Science Program
- Work with all students relative to professional development thus increasing their level of involvement in student organizations as well as attendance at professional meetings.
- Provide leadership in high school recruitment activities.
- Co-Coordinate activities for the Summer Pre-College Program, “BAYOU” and “Exploring Opportunities in Agricultural, Family and Consumer Sciences.”
- Work with faculty and staff to update recruitment materials.
- Co-Coordinate the Annual Blacks in Agricultural Family and Consumer Sciences Symposium to inform youth of the roles African Americans have played in developing our nation’s food and fiber industry.

GRANTS

Walker, C., Malekian, F., Chin, K., Bachireddy, V.R., Ghebreyessus, Y., Bandele, O., **Chisley, C.**, Simon, G., Ghebreyesus, G., Salvaging Craw-Crab Offal in Organic Systems (SCOOPS)

Walker, C., Williams, A., Burke, W., Harris, E., **Chisley, C.**, Simon, G., Summer Youth Program, Louisiana Agricultural Research Apprenticeship Program (LA-RAP)

Wiles, W., Velupillai, L., Myroniuk, G., McNitt, J., McMillin, K., Malekian, F., Moody, M., **Chisley, C.**, Blackwell, M., Aryana, K., Schramm, C., Wolf, V., Technical Assistance Program to Support the Armenian Food Safety System.

Browning, R., **Chisley, C.**, Phelps, O., Kebe, S.H., Donnelly, B., Byras, M., Payton, T., Influence of Maternal Breed on Meat Goat Carcass Characteristics.

Gebrelul, S., **Chisley, C.**, Phelps, O., Rawls, W.J., Udoh, B., Rogers, C., Parker, L., Development of FFA Instructional Materials for the Enhancement of Youth Experience in Meat Cut Identifications.

PROFESSIONAL MEMBERSHIPS

- The American Meat Science Association
- Minorities in Agriculture, Natural Resources and Related Sciences (MANRRS)
- Southern University, College of Agricultural, Family and Consumer Sciences Alumni Association

PRESENTATIONS

Chisley, C. Goat Live and Carcass Presentation. First USDA Community Outreach Event. Mississippi State Extension Building. Byram, Mississippi. November 14, 2018.

Chisley, C., Phelps, O., U.S. Live Animal and Carcass Selection Standards for Goats Marketing and Goat Meat Item Training and Demonstration. National Goat Conference. North Carolina A&T University. September 15-18, 2013.

Chisley, C., Phelps, O., Armenia Presentations on US and EU Grade Standards, Marketing, Beef, Pork, and Lamb Carcasses Demonstration. Yervan, Armenian. July 2012

- Chisley, C., Phelps, O., U.S. Live Animal and Carcass Selection Standards for Goats Marketing.** National Goat Conference. Florida A&M University. September 12-15, 2010.
- Chisley, C., Howard, A., Phelps, O., Goat Carcass Fabrication and Processing for Ground and Sausage Production.** National Goat Conference. Florida A&M University. September 12-15, 2010.
- Chisley, C., Phelps, O., Pork Carcass Demonstrations. Six Annual USDA Community Outreach Event.** Oaks Mission School in Oaks, Oklahoma. November 2-4, 2010.
- Chisley, C., On the Farm Goat Harvesting. Goat Heath Management Conference.** Louisiana State University School of Veterinary Medicine. April 12-13, 2008
- Chisley, C., Phelps, O., Olson, S., Ransom, J., and Howard, A. Beef, pork and goat meat cut, skeletal and muscles identification. United States Department of Agriculture (USDA) Livestock and Grain Market News employees' correlation and meats demonstration. Southern University Meat Laboratory. September 10-12, 2007**
- Chisley, C. Pork Carcass Demonstrations. Third annual USDA Community Outreach Event. Oaks Mission School in Oaks, Oklahoma. May 2-4, 2007.**
- Chisley, C., Phelps, O. Institutional Meat Purchase Specification for goats. Second annual goat producer's field day. Southern University Agricultural Research and Extension Center, Baton Rouge. April 8, 2006**
- Gebrelul, S., Phelps, O., Chisley, C., Rawls, W., Rogers, C., Udoh, B., Parker, L., and Palle, S. Advances in Meat Cuts Identification for Undergraduate Students. 14th Biennial Research Symposium, Atlanta GA. April 1-5, 2006.**
- Atkinson, C.L., Gager, J.V., Phelps, O., Chisley, C., and Howard, A. Nutritional Quality of Flaxseed-Enhanced Goat Patties. 14th Biennial Research Symposium, Atlanta GA. April 1-5, 2006.**
- Gager, J.V., Atkinson, C.L., Phelps, O., Chisley, C., and Howard, A. Assessing the Fatty acid Profile and Dietary Fiber Content of Oat Bran and Oatrim-Enhanced Beef Patties. 14th Biennial Research Symposium, Atlanta GA. April 1-5, 2006.**
- Chisley, C., Phelps, O. Institutional Meat Purchase Specification for goats. First annual goat producer's field day. Southern University Agricultural Research and Extension Center, Baton Rouge. April 9, 2005**
- McMillin, K., Chisley, C., Phelps, O., Olson, S., Pinkerton, F. SYSCO Food Demonstration. Goat meat seminar. Southern University Agricultural Research and Extension Center. Baton Rouge. April 16, 2005**

HONORS AND AWARDS

- First Southern University System Above and Beyond Award for Outstanding Employee in the Southern University System 2017
- Southern University Agricultural Research and Extension Center Outstanding Staff Award 2015
- Southern University Baton Rouge Business and Industry Cluster Award for being an outstanding quality employee of Southern University Baton Rouge, 2008
- Certificate of Completion for passed the examination for the Responsible Care and Use of Animals in Teaching and Research at Southern University, 2008
- Extra Effort Award, United States Department of Agriculture, 2005
- Extra Effort Award, United States Department of Agriculture, 2003
- EEO Award for Excellence in the Furthering Workforce Diversity Initiative, Livestock and Seed Program, 2003
- Certificate of Appreciation for U.S. Country of Origin Labeling presentation, from the Institute of Agricultural & Environmental Research at Tennessee State University, 2003



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

June 30, 2021

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

Dear Dr. Belton:

I am pleased to recommend Dr. Gregory D. Ford, Ph.D. for the position of Vice Chancellor for Academic Affairs at Southern University at New Orleans (SUNO). I am also recommending that the appointment include the academic rank of Associate Professor of Biology with tenure. The recommended salary is \$175,000 with an effective start date of August 1, 2021.

Dr. Ford currently serves as Dean of the College of Arts and Science at Fort Valley State University (FVSU) in Fort Valley, Georgia. He has served in this role since 2018. Prior to his appointment at FVSU, Dr. Ford served as Dean of the Division of Natural Science and Physical Education at Georgia Highlands College in Rome, Georgia. At both institutions, Dr. Ford served as an active leader and member of the SACSCOC Reaffirmation Committees as they prepared for reaffirmation of accreditation. At FVSU, Dr. Ford also served as the Chair of the Quality Enhancement Plan (QEP) Committee. Both institutions were reaffirmed after their on-site visits.

Dr. Ford holds a Ph.D. in Biomedical Science from Meharry Medical College and he completed a Post-doc in Neuroscience at Morehouse School of Medicine. In addition to his administrative experience, Dr. Ford is a proven scholar with numerous publications and nine U.S. patents. He has also led two Liberal Education and America's Promise (LEAP) initiatives for FVSU and served on the executive board for the LEAP State Georgia program.

Based on his academic background and administrative experience, I recommend Dr. Ford as Vice Chancellor for Academic Affairs/Associate Professor of Biology with tenure at Southern University at New Orleans. I seek your approval and submittal to the Southern University and A&M College System Board of Supervisors for consideration at the July 16, 2021 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

APPROVED: _____
Ray L. Belton, Ph. D.
President – Chancellor
Southern University System

"An Equal Educational Opportunity Institution"

JOB CLASS				
JOB CODE				
CAL ID				

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form

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

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

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

Previous Employee David Adegboye Reason Left Resigned
 Date Left 5/31/21 Salary Paid \$128,899.00

Profile of Person Recommended

Length of Employment _____ To _____

Effective Date August 1, 2021

Name Gregory Ford SS# xxx-xx- Sex Male Race* Black

Position Title: Vice Chancellor for Academic Affairs/ Associate Professor 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 N/A

Degree(s):	Type/Discipline (BA-Education):	Institution/Location (SU-Baton Rouge):	Year:
	<u>Post-doc - Neuroscience</u>	<u>Morehouse School of Medicine - Atlanta, Georgia</u>	<u>2010</u>
	<u>Ph.D - Biomedical Science</u>	<u>Meharry Medical College-Nashville, Tennessee</u>	<u>2008</u>
	<u>B.S.- Biology</u>	<u>Grambling State University - Grambling, Louisiana</u>	<u>1993</u>

Current Employer Fort Valley State University

Personnel Action

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

Recommended Salary \$175,000.00 Salary Budgeted \$175,000.00

Source of Funds

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

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

Financial Aid signature (if, applicable):

List total funds currently paid this employee by Southern University:	Source of Funds	Amount
*See Reverse Side		\$175,000.00
Comments: (Use back of form)		

Graduate School signature (if, applicable):

*See Reverse Side

Supervisor _____	Date _____	Dean/Unit Head _____	Date _____
Vice Chancellor _____	Date _____	Chancellor <u>James H. Ammons</u>	Date <u>6/30/2021</u>
Director/Personnel _____	Date _____	Vice President/Finance _____	Date _____
President _____	Date _____	Business Affairs/Comptroller _____	
		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.

COMMENTS:

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)	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!

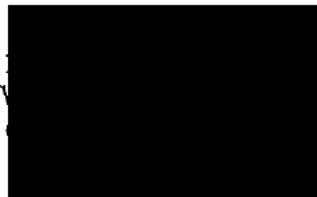
PAF APPROVAL PROCESS CHECKLIST (Must have the information outlined below):

- _____ Approved Position Vacancy Authorization Form (applicable for new and replacement positions)
- _____ Position Vacancy Announcement (position advertised before processing PAF, if applicable)
- _____ 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)

GREGORY D. FORD, Ph.D.

Office Address: Fort Valley State University
College of Arts and Science
1005 State University Drive
Fort Valley, Georgia 31030
(478) 825-6454

Home Address:



Summary:

A dynamic, innovative and enthusiastic professional with extensive experience in providing leadership for academics, research and service programs that align with the strategic priorities of the institution. My vision for the institution is that we recruit, retain and graduate a diverse population of students prepared for success in a global society. As an academic dean, I have lead efforts to increase enrollment through diversity initiatives, creating opportunities for internships and careers through corporate and government stakeholders and increased opportunities for dual enrollment through Georgia's HOPE Scholarship fund. I have lead retention and persistence efforts through numerous local, system and national programs. I also have extensive knowledge faculty & staff management, financial management and an unassailable work ethic.

Education:

	Degree Conferred	Scientific Field
¹ 2008-2010: Morehouse School of Medicine Atlanta, Georgia	Post-doc	Neuroscience
² 2005-2008: Meharry Medical College 1993-1995: Nashville, Tennessee	Ph.D.	Biomedical Science
1989-1993: Grambling State University Grambling, Louisiana	B.S.	Biology

Employment History:

Dean and Associate Professor, **2018-Present**
College of Arts & Science, Fort Valley State University

- Develop academic policies and programs for college or university.
- Oversee the strategic planning, assessment, and evaluation of the college's programs and services. We recently completed our decennial SACSCOC reaffirmation process. I served a member of the advisory team and I served as Chair of the QEP Steering Committee. As the chair, I wrote the final QEP document and lead the discussion with the on-site committee.

¹ Post-Doctoral work under the tutelage of Dr. Joe Martinez and Dr. Byron Ford. Fellowship funded by the American Psychological Association, Washington, D.C.

² Major Advisors: Dr. Peter MacLeish and Dr. Darryl Hood

- Direct and coordinate activities of the four chairpersons of individual departments.
- Served on the Strategic planning committee that recently launched our 2021-2025 plan. I currently serve on the implementation committee.
- Led the effort for the accreditation of the social work program through the Council on Social Work Education (CSWE).
- Advising on personnel matters and evaluation of college faculty and staff.
- Initiate and manage articulation agreements that included transfer agreements with Central Georgia Technical College and Wiregrass Georgia Technical College. We also formed MOU agreements with the Georgia Film Academy and the Georgia Fintech Academy under my leadership.
- Determines scheduling of courses and recommends development and implementation of additional degree programs and courses.
- Participates in activities of faculty committees, and in development of academic budget.
- Advises the provost and president on academic matters.
- Grant writing and fundraising to meet the fiscal needs of the college and the University. I worked with the Warner Robins Air Force Base to secure an in-kind gift of \$1.2M in equipment to enhance our cyber security program. They also provide instruction for a newly developed course.

**Interim Dean,
University College, Fort Valley State University**

**2019-2020
Fort Valley, Georgia**

- Provide leadership in implementing comprehensive student academic assistance, student engagement, experiential learning, study abroad, first-year transition, and academic advising to facilitate the successful retention and progression of students through the Title III grant.
- Develop the agenda for the UC in relation to the strategic priorities of the university.
- Supervise staff who lead academic, student success and engagement programs and services in the areas of academic advising; study abroad; honors program; writing center; academic counseling and disability services; assessment and tutorial services; TRIO Student Support Services; and learning support.
- Oversee the strategic planning, assessment, and evaluation of the UC's programs and services. Guide the growth and academic development of students through the first- and second-year experience.
- Provide academic assistance to help students transition into junior and senior courses.
- Served as the academic liaison for dual enrollment students and the local high schools that we serve.

**Dean & Associate Professor,
Division of Natural Science & Physical Education, Georgia Highlands College**

**2015-2018
Rome, Georgia**

- During the transfer from Georgia Highlands College to Fort Valley State University, I served as the interim dean for GHC to ensure a smooth transition for the new dean. I managed the daily operations, managed faculty, staff and student needs, divisional budget and administrative duties. I served in the dual capacity for two months where I also trained the new dean whom I mentored to prepare for planned succession.
- Develop the strategic plan for the Division that included recruiting and retention.

- Under my leadership, we negotiated MOUs with College and Career academies in three of the five counties we served that allowed us to offer classes in those facilities to high school students through dual enrollment. We also initiated minority-specific recruiting activities to address diversity. The results of these and other outreach activities lead to five consecutive semesters of enrollment increase averaging 6.4 to 7.1% after multiple years of negative enrollment growth.
- Develop academic policies and programs for college or university.
- Lead our textbook transformation initiative that converted the majority of the textbooks in the division from traditional textbooks to open source textbooks. We saved students over \$2M in textbook costs annually.
- Direct and coordinate activities of coordinators of programs within the department including course scheduling, new faculty and adjunct faculty training and program review.
- I served on the SACSCOC leadership team and served on the QEP steering committee.
- Oversee assessment, and evaluation of the college's programs and services.
- Advising on personnel matters and evaluation of college faculty and staff.
- Initiate and manage articulation agreements with university partners within the University System of Georgia that ensure successful transition and completion of transfer students.
- Launched the Gateway to Completion program through the John Gardner Institute to address retention and the Momentum Year program to address retention and persistence.
- Determines scheduling of courses and recommends development and implementation of additional degree programs and courses.
- Participates in activities of faculty committees, and in development of academic budget.
- Advises the provost and president on academic matters.
- Grant writing to meet the fiscal needs of the department and the College. I lead a grant writing effort for a division that had no grants when I arrived to over \$3M in faculty grants received.

**Co-Founder/President,
Brain-Gen Biotech, LLC**

**2013-Present
Warner Robins, Georgia**

- Maintains Brain-Gen as a State of Georgia Limited Liability Corporation
- Manage the patent portfolio which includes ten full and provisional patents
- Collaborates with colleagues to advance the science of Neuregulin-1 and acute brain injuries
- Networks with potential partners and investors to advance the patent portfolio toward clinical trial

**Assistant Professor,
Department of Biology, Morehouse College**

**2010-2015
Atlanta, Georgia**

- Prepare course materials such as syllabi, homework assignments, and handouts
- Deliver lectures to undergraduate and graduate students on topics such as ancient history, postwar civilizations, and the history of third-world countries
- Evaluate and grade students' classwork, assignments, and papers
- Initiate, facilitate, and moderate classroom discussions
- Compile, administer, and grade examinations or delegate this work to others
- Plan, evaluate, and revise curricula, course content, course materials, and methods of instruction
- Maintain regularly scheduled office hours to advise and assist students
- Conduct research in a particular field of knowledge and publish findings in professional journals, books, or electronic media

**Research Assistant/ Laboratory Management,
Department of Anatomy and Neurobiology Morehouse School of Medicine,**

**2003-2005
Atlanta, Georgia**

- Manage BSL2 laboratories
- Assist with and supervise various research projects
- Assist others with and perform lab techniques and data analytics
- Manage reporting, monitoring, resources, and laboratory personnel
- Facilitate effective communication across internal departments by trending and reporting data
- Ensure adherence to regulatory requirements, budgets, and schedules

**Store Manager
The Home Depot, Incorporated**

**1995-2003
Atlanta, Georgia**

- Customer service with the most admired company in the world at the time of my employment
- Held positions as sales associate, department head, assistant manager and general store manager
- Managed human resources including regular and seasonal hiring, evaluations and sales goals
- Managed inventory including sales projections, purchasing and auditing
- Opened new stores in Tennessee, North Carolina and Texas

Honors/ Awards:

- 2017 Recipient, Chancellors Outstanding Service Excellence Leader of the Year Award, University System of Georgia, Atlanta, Georgia.
- 2017 Division of the Year, Georgia Highlands College, Rome, Georgia
- 2017 Leadership Rome Alumni Association, Rome-Floyd Chamber of Commerce
- 2017 Volunteer of the Year, Bartow County, University of Georgia Extension Office
- 2017 Reviewer, Affordable Learning Georgia Textbook Transformation, Round 9 -10, Atlanta, Georgia
- 2017 Reviewer, National Science Teacher Association Conference Presentation Sessions
- 2016 Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) Evaluator
- 2016 Leadership Rome XXXIV, Rome-Floyd Chamber of Commerce, Rome, Georgia.
- 2014 Presidential Award, T.J. Blocker Society-Office of Health Professional, Morehouse College
- 2012 Speaker, Clayton State Cell Biology Seminar Series, Morrow, GA
- 2010 Southeast BIO Investor Forum (SEBIO) BIO/Plan Competition Winner (2010), (http://www.gabio.org/pr_details.aspx?subid=378)
- 2009 New England Science Symposium Oral Presenter. Third place winner of the Ruth and William Silen, MD award for best overall oral presentation.

- 2007 New England Science Symposium Presenter, The Conference Center at Harvard Medical, 77 Avenue Louis Pasteur, Boston, Ma.
- 2005 Curtis L. Parker Award, Research Symposium, Morehouse School of Medicine, Atlanta GA.
- 2004 Top Presentation, Student Research Symposium, Morehouse School of Medicine, Atlanta, GA.

Professional Societies & Organizations:

- 2019 Member, The National Academic Advising Association (NACADA)
- 2017 Member, National Science Teacher Association (NSTA)
- 2017 Member, Georgia Science Teacher Association (GSTA)
- 2016 Rome-Floyd Chamber of Commerce, Education and Workforce Business Council
- 2015 Member, Bartow County Schools, Strategic Planning Committee
- 2009 Member, The Society for Neuroscience
- 2009 Member, The American Association for the Advancement of Science
- 1994 Grambling State University National Alumni Association
- 1991 Omega Psi Phi Fraternity, Incorporated

Publications:

- Jessica M Noll, Yonggang Li, Timothy J Distel, **Gregory D Ford**, Byron D Ford (2019). Neuroprotection by Exogenous and Endogenous Neuregulin-1 in Mouse Models of Focal Ischemic Stroke. *Journal of Molecular Neuroscience*. July 2019, DOI: org/10.1007/s12031-019-01362-4.
- Sharon Tamir, Yonggang Li, **Gregory Ford**, Todd White, Timothy Distel, Shelton Cochran, Trinayan Kashyap, Sharon Shacham, Byron Ford (2017). KPT-350, a potent and selective inhibitor of XPO1, reduces neuronal injury and regulates expression of genes associated with neuroprotection and inflammation after TB1. *Brain Injury*. January 2017, 13 (6) 992-3.
- Lauren J Simmons, Monique C Surles-Zeigler, Yonggang Li, **Gregory D Ford**, Gale D Newman, Byron D Ford (2016) Regulation of inflammatory responses by neuregulin-1 in brain ischemia and microglial cells in vitro involves the NF-kappa B pathway. *Journal of Neuroinflammation*. 13:237. DOI: 10.1186/s12974-016-0703-7.
- Todd E. White, Monique C. Surles-Zeigler, **Gregory D. Ford**, Alicia S. Gates, Benem Davids, Timothy Distel, Michelle C. LaPlaca and Byron D. Ford (2016). Bilateral gene interaction hierarchy analysis of the cell death gene response emphasizes the significance of cell cycle genes following unilateral traumatic brain injury. *BMC Genomics*. 2016 Feb 24;17(1):130. PMID:26912237.
- Li., Y., Lein P.J., **Ford, G.D.**, Liu C., Stovall, K.S., White, T.E., Bruun D.A., Tewolde T., Gates, A.S., Distel, T.J., Surles-Zeigler, M.C. Ford, B.D. (2015) Neuregulin-1 Inhibits Neuroinflammatory Responses in a Rat Model of Organophosphate-Nerve Agent-Induced Delayed Neuronal Injury. *J. Neuroinflamm.* 12(1):64. PMCID: PMC4391606.
- Todd E White, **Gregory D Ford** , Monique C Surles-Zeigler, Alicia S Gates, Michelle C LaPlaca, Byron D Ford. Gene expression patterns following unilateral traumatic brain injury reveals a local pro-inflammatory and remote anti-inflammatory response. *BMC Genomics*. April 2013, 14:282

- John Pulliam; Zhenfeng Xu; **Gregory Ford**; Cuimei Liu; Yonggang Li; Kyndra Stovall; Teclemichael Tewolde; Carlos Moreno; Byron Ford. Brain research. Computational identification of conserved transcription factor binding sites upstream of genes induced in rat brain by transient focal ischemic stroke. *Brain Research* 2013 Feb 7; (1495): 76-85.
- Rafael Rodriguez-Mercado, **Gregory Ford**, Zhenfeng Xu, Edmundo Kraiselburd, Melween I. Martinez, Vesna Eterović, Edgar Colon, Idia V. Rodriguez, Peter Portilla, P.A. Ferchmin, Lynette Gierbolini, Maria Rodriguez-Carrasquillo, Michael D. Powell, John V.K. Pulliam, Casey McCraw, Alicia Gates, Byron D. Ford. Acute Neuronal Injury and Blood Genomic Profiles in a Non-Human Primate Model for Ischemic Stroke. *Journal of Comparative Medicine* 2011 *Journal of Comparative Medicine*. 2012 Oct 12; 65(5) 427-438.
- Li Y, Lein PJ, Liu C, Bruun DA, Giulivi C, **Ford GD**, Tewolde T, Ross-Inta C, Ford BD. Neuregulin-1 is neuroprotective in a rat model of organophosphate-induced delayed neuronal injury. *Toxicol Appl Pharmacol*. 2012 Jul 15;262(2):194-204.
- Li Y, Lein P, Liu C, Bruun D, Tewolde T, **Ford GD** and Ford BD. Spatiotemporal Pattern of Neuronal Injury Induced by DFP in Rats: A Model for Delayed Neuronal Cell Death Following Acute OP Intoxication. *Toxicology and Applied Pharmacology*. 2011 Jun15: 253(3):261-9.
- Ford GD**, Ford BD, Steele E, Gates A, Hood D, Matthews M, Mirza S and MacLeish PR. Analysis of Transcriptional Profiles and Functional Clustering of Global Cerebellar Gene Expression in PCD3J Mice. *Biochem Biophys Res Commun*. 2008 Dec 12; 377(2):556-61.
- Croslan DR, Schoell MC, **Ford GD**, Pulliam JV, Gates A, Clement CM, Harris AE and Ford BD. Neuroprotective effects of neuregulin-1 on B35 cells following ischemia. *Brain Research* 2008 May 19;1210: 39-47.
- Li Y; Zhenfeng Xu Z; **Ford GD**; Croslan D; Cairobe T; Li Z; Ford BD. Neuroprotection by Neuregulin-1 in a Rat Model of Permanent Focal Cerebral Ischemia. *Brain Research* 2007 Dec 12; 1184::277-83.
- Ford GD**, Xu Z, Gates A, Jiang J and Ford BD. Expression Analysis Systematic Explorer (EASE) Analysis Reveals Differential Gene Expression in Permanent and Transient Focal Stroke Rat. *Biochem Biophys Res Commun*. *Brain Res*. 2006 Feb 3;1071(1):226-36.
- Bhat GK, Sea TL, Olatinwo MO, Simorangkir D, **Ford GD**, Ford BD, and Mann DR. Influence of a leptin deficiency on testicular morphology, germ cell apoptosis and expression levels of apoptosis-related genes in the mouse. *Journal of Andrology* 2006 Mar-Apr; 27(2):302-10.
- Xu Z, Croslan DR, Harris AE, **Ford GD** and Ford BD. Extended therapeutic window and functional recovery after intraarterial administration of neuregulin-1 after focal ischemic stroke. *J Cereb Blood Flow Metab*. 2006 Apr;26(4):527-35.
- Xu Z, **Ford GD**, Croslan DR, Jiang J, Gates A, Allen R and Ford BD. Neuroprotection by neuregulin-1 following focal stroke is associated with the attenuation of ischemia-induced pro-inflammatory and stress gene expression. *Neurobiol Dis*. 2005 Aug;19(3):461-70.

Xu Z, Jiang J, **Ford GD**, and Ford BD. Neuregulin-1 is neuroprotective and attenuates inflammatory responses induced by ischemic stroke. *Biochem Biophys Res Commun*. 2004 Sep 17;322(2):440-6.

Selected Invited Discussions & Interviews

Gregory Ford (2020). Keynote Speaker. George Howard Memorial Lecture. School of Graduate Studies, Meharry Medical College, Nashville, Tennessee.

Gregory Ford (2019). Keynote Speaker. Cooperative Development Energy Program (CDEP) annual scholarship luncheon, Fort Valley, Georgia.

Participant (July 2019). Diversity in Tech Summit. Sponsored by the Bipartisan HBCU Caucus. Washington, D.C.

Participant (March 2019). HBCU STEAM Day of Action Roundtable, Sponsored by the Bipartisan HBCU Caucus. Washington, D.C.

Participant (February 2019). 116th Congress legislative agenda for HBCUs. Sponsored by the Bipartisan HBCU Caucus. Washington, D.C.

Gregory Ford (2017). GHC Creates Robotics Program for Middle School Students. *Rome-News Tribune*. http://www.northwestgeorgianews.com/rome/news/education/ghc-creates-robotics-program-for-middle-school-students/article_3b96518c-bf39-11e7-808f-9372dc81e995.html

Gregory Ford (2016). GHC to host UGA Extensions 2016 School Garden Teacher Training in Cartersville. *GHC* - <https://www2.highlands.edu/site/ghc-to-host-uga-extensions-2016-school-garden-teacher-training-in-cartersville>.

Gregory Ford (2016). Keynote speaker, Phi Theta Kappa Georgia Region Presidential Chapter Conference.

Gregory Ford (2014) Panel Speaker. Morehouse College Innovation Expo. Big Dividends: Make Your Research Marketable. <http://morehouseinnovates.com/index.php?page=content/speakers>

Gregory Ford (2012) Thought leaders series, *Ischemic Stroke: An interview with Dr. Gregory Ford*. *News-Medical* <http://www.news-medical.net/news/20121101/Ischemic-stroke-an-interview-with-Dr-Gregory-Ford.aspx>

Gregory Ford (2012) 3 Finals in 2 Days: Maximize Study Time. *Campus Explorer, Inc.* <http://www.campusexplorer.com/college-advice-tips/4D4A56D9/3-Finals-in-2-Days-Maximize-Study-Time/>

Gregory Ford (2012) Finals: Balancing College Exams and Essays, *Understand how to balance studying for college exams and writing essays during finals*. <http://www.campusexplorer.com/college-advice-tips/8F3DCE51/Finals-Balancing-College-Exams-and-Essays/>

Ongoing Research

UC-HBCU Initiative Grant 12/2020-11/2023
The goal of this program is to develop a pathway from undergraduate HBCUs to graduate admissions at the University of California Riverside Biomedical Science and Neuroscience.
Role: Liaison for Fort Valley State University, one of four undergraduate HBCU participant institutions

USG STEM IV Initiative Grant Greg Ford (PI) 08/2020-07/2023
The goal of this project is to increase success of students enrolled in USG STEM degree programs at Fort Valley State University.

Completed Research Support

USG STEM Initiative Grant Greg Ford (PI) 07/2016-06/2019
The goal of this project is to increase recruitment, retention and completion in STEM disciplines at Georgia Highlands College.

Georgia Department of Education - CFDA # 84.366B 10/01/16 – 09/30/18
Mathematics and Science Partnership - Paulding County School System
The Mathematics and Science Partnership (MSP) program strives to improve teacher quality through partnerships between state education agencies, institutions of higher education.
Role: Higher Education Consultant and Instructor

Georgia Department of Education – DUNS # 832879733 10/01/16 – 09/30/18
Mathematics and Science Partnership – Kennesaw State University
The Mathematics and Science Partnership (MSP) program strives to improve teacher quality through partnerships between state education agencies, institutions of higher education.
Role: Higher Education Consultant and Instructor

Affordable Learning Georgia Round 9, #328 06/01/17 – 05/30/18
Textbook Transformation Grant – Human Anatomy and Physiology I (BIOL 2121K) and Human Anatomy and Physiology II (BIOL 2122K).
Role: Administrative and support

Affordable Learning Georgia Round 9, #324 06/01/17 – 05/30/18
Textbook Transformation Grant – Open Educational Resource. Principles of Nutrition (BIOL 2190) and Principles of Human Nutrition (PHED 2202).
Role: Administrative and support

Affordable Learning Georgia Round 8, #268 01/15/17 – 12/22/17
Textbook Transformation Grant – Concepts of Fitness and Wellness (PHED 1010) and Walking & Jogging (PHED 1130).
Role: Administrative and support

Affordable Learning Georgia Round 8, #304 01/15/17 – 12/22/17
Textbook Transformation Grant – Principles of Chemistry I (CHEM 1211K) and Principles of Chemistry II (CHEM 1212K).
Role: Administrative and Research Support

ALG-Textbook Transformation Grant T. Harnden (PI) 07/2015-06/2017
The goal of this project is to adopt an Open Educational Resource for an Area D science sequence, Biology 1010 and Biology 2154 at Georgia Highlands College.
Role: Sponsor / Team Member

Howard Hughes Medical Institute #52006306 Cooke (PI) 09/2012-08/2017
The goal of this project is to enhance the bioinformatics and neuroscience minors programs through research and instruction enhancement at Morehouse College.
Role: Director of the Bioinformatics/Genomics Core & Co-Director of the Neuroscience Minor Program

USG STEM Pathway Grant S. Henderson (PI) 03/2016-09/2017
The goal of this project is to create STEM program maps to communicate “STEM Readiness” to recruit and retain STEM majors.
Role: Team Member

UNCF-Henry C. McBay Research Fellowship G.Ford (PI) 08/2012-07/2015
Identification and verification of Blood Biomarkers for Diagnosis and Treatment of Ischemic Stroke.

ACTSI/Regenerative Medicine Pilot Award LaPaca/Ford/Yepes/Arbiser (Co-PIs) 09/11-07/12
Investigator-Initiated Seed Grant Program in Regenerative Medicine Strategies Priority Team Grant.
The Effect of Oxidative Stress Protection on Neuroinflammation and Neurogenesis following Traumatic Brain Injury.

Howard Hughes Medical Institute #52006306 Cooke (PI) 08/10-07/12
The goal of this study is to identify molecular mechanisms and therapeutic targets of Traumatic Brain Injury.
Role: Investigator

DoD B. Ford (PI) 05/09-04/12
The goals of this study are to examine the neuroprotective efficacy for neuregulin-I in non-human primate stroke model and in a pilot study using a rat model of TBI.
Role: Bioinformatics specialist

T32-MH18882-22 Martinez (PI) 07/08-08/09
The goal of this study is to characterize the neuroprotection and transcriptional regulation of ischemic stroke.
Role: Postdoctoral fellow

T32-MHI8882-23 Martinez (PI) 07/09-08/10
The goal of this study is to characterize the neuroprotection and transcriptional regulation of ischemic stroke.
Role: Postdoctoral fellow

Patents/Intellectual Property:

2019 *US Patent Application No. 15/901,523* “Biomarkers for Stroke” (Co-Inventor)

2015 *US Patent App. 14/625,817* “Composition and method for reducing tissue damage from inflammatory disorder or pathogenic infection” (Co-Inventor)

- 2012 **US Patent No. 8,791,067** "Compositions and Methods for Reducing Tissue Damage from Inflammatory Disorder or Pathogenic Infection" (*Co-Inventor*)
- 2011 **US Patent No. 8,008,249** "Neuregulins for Prevention and Treatment of Damage from Acute Assault on Vascular and Neuronal Tissues and Regulators of Stem Cell Migration"
- 2011 **US Patent No. 7,973,007** "Neuregulins for Prevention and Treatment of Damage from Acute Assault on Vascular and Neuronal Tissues and Regulators of Stem Cell Migration"
- 2010 **US Patent No. 7,776,817** "Neuregulins for Prevention and Treatment of Damage from Acute Assault on Vascular and Neuronal Tissues and Regulators of Stem Cell Migration"
- 2010 **U.S Patent Family ID# 37809614** "Compositions for the Prevention and Treatment of Neuroinjury and Methods of Use Thereof"
- 2009 **U.S Patent Family ID# 37809614** "Methods And Compositions For Protecting And Treating Neuroinjury"
- 2008 **U.S Patent Family ID# 37809614** "Compositions for the Prevention and Treatment of Neuroinjury and Methods of Use Thereof"
- 2005 **US Patent Application No. 11/514,352** "Neuregulins for Prevention and Treatment of Damage from Acute Assault on Vascular and Neuronal Tissues and Regulators of Stem Cell Migration"

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

July 10, 2019

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

RE: Request to Waive Position Advertisement for Special Assistant to Executive Vice Chancellor, Academic Affairs, Southern University A & M College, Baton Rouge, LA

Dear President Belton,

Kindly consider my request to waive the advertisement for the job/position of Special Assistant to Executive Vice-Chancellor for Academic Affairs at Southern University A & M College. This position has become vacant after the retirement of Ms. Sharon Saunders. There is an urgent need to fill this position given the high volume of work in the Academic Affairs. The person selected will also support Dr. James H. Ammons in his role as the Executive Vice President for Southern University System. This position will coordinate our activities with the Board of Regents both at the campus and at the system level.

I have interviewed several candidates internally and a few from outside our organization. In the end both Dr. Ammons and I agree we have the best candidate in Dr. Brian C. Lucas who presently serves as the Assistant Director of Government Relations and Communications at Florida A & M University. Dr. Lucas holds a Doctor of management degree from Colorado Technical University and has both range and depth of experience that we can utilize to our benefit. He has variously served as Chief Speechwriter and Communications Coordinators for the President's Office at Florida A&M University. During the period of January 2004-February 2005, Dr. Lucas served as Public Affairs/Media Relations Officer for Combined Press Information Center at Baghdad, in Iraq.

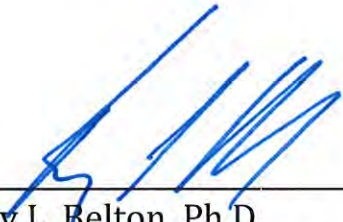
Dr. Brian C. Lucas's Curriculum Vitae is attached for your review. Both Dr. James H. Ammons and I have interviewed him for the position. I am offering her a starting salary of \$84,000 for twelve-month period. Kindly waive the advertisement for this position and allow me to make a recommendation to you for expedited appointment. Thank you for your time and your kind attention.

With kindest regards,



Bijoy K Sahoo

Approvals:



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

Beef
7/12/21

JOB CLASS				
JOB CODE				
CAL ID				

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form

POSITION NUMBER							
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CAMPUS: SUS SUBR SULAC SUAREC SUNO SUSLA

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

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

Previous Employee Sharon Saunders Reason Left Retired
 Date Left December 31, 2020 Salary Paid _____

Profile of Person Recommended

Length of Employment _____ To _____
 Effective Date August 16, 2021

Name Brian Lucas SS# xxx-xx-5331 Sex Male Race* Blk
(Last 4 digits only)

Position Title: Special Assistant Department: Academic Affairs

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

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

Years Experience 20+ Southern University Experience _____
 Degree(s): Type/Discipline (BA-Education): Doctor of Management Institution/Location (SU-Baton Rouge): Colorado Technical University, Colorado Springs Year: _____
Executive MBA Wesleyan College, Macon GA
BS Print Journalism Florida A&M, Tallahassee FL

Current Employer Florida A&M University

Personnel Action

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

Recommended Salary \$84,000.00 Salary Budgeted \$84,000.00

Source of Funds _____

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

Change of: _____
 From _____ To _____

Position _____
 Status _____
 Salary Adjustment _____

Financial Aid signature (if, applicable):

List total funds currently paid this employee by

Southern University:

*See Reverse Side

Comments: (Use back of form)

Source of Funds	Amount

*See Reverse Side

Graduate School signature (if, applicable):

<u>[Signature]</u> Supervisor	<u>July 12, 2021</u> Date	_____ Dean/Unit Head	_____ Date
<u>[Signature]</u> Vice Chancellor	<u>July 12, 2021</u> Date	_____ Chancellor	_____ Date
_____ Director/Personnel	_____ Date	_____ Vice President/Finance Business Affairs/Comptroller	_____ Date
_____ President	_____ Date	_____ Chairman/S.U. Board of Supervisors	_____ Date

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

ETHNIC ORIGIN (Please check one):

Hispanic or Latino Non-Hispanic or Non-Latino

RACE (Please check all that apply):

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

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

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

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

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

COMMENTS: Mr. Lucas will serve as the senior professional staff member and will report directly to the Executive Vice Chancellor and Provost; will serve as a member of the SUBR Academic Affairs Senior Leadership Team; will assist the Executive Vice Chancellor and Provost in ensuring student success and the quality of instructional and research; will handle a wide range of institutional matters on behalf of the Executive Vice Chancellor and Provost; will handle effective communication and dissemination of information via print, web, and social media, as well as oversee all day-to-day operations of the office.

EMPLOYEE REGULAR WORK SCHEDULE: 8:00am-5:00pm; Monday-Friday
EMPLOYEE DIRECT SUPERVISOR: Dr. Bijoy K. Sahoo
SUPERVISOR/DEPARTMENT CONTACT NUMBER (225) 771-2360
NUMBER OF EMPLOYEES SUPERVISED, (if any) N/A

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

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

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

CLASS OF EMPLOYMENT (VISA STATUS):

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

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

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

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

Brian C. Lucas
7899 McClure Dr.
Tallahassee, Fl. 32312
Cell: (850) 727-6450
Email: brnlucas55@gmail.com

EDUCATION

Doctor of Management, Colorado Technical University, Colorado Springs, CO 80907
Executive MBA, Wesleyan College, Macon, GA. 31210.
Defense Information School, Public Affairs Officer Course, Fort Meade, Maryland.
B.S. Print Journalism, Florida Agricultural & Mechanical University, Tallahassee, FL 32307.

SPECIAL HONORS:

2017-2018 American Council on Education (ACE) Fellow.

Fall 2017: ACE Fellowship placement at Dalton State College
Spring 2018: ACE Fellowship placement at Fort Valley State University

PROFESSIONAL EXPERIENCE

- October 2018 – Present, Executive Assistant (Assistant Director of Government Relations) Office of the President, Florida A&M University.

Responsible for assisting the Executive Associate (Director of Government Relations) on all matters pertaining to local, state and federal governmental lobbying/legislative issues on behalf of Florida A&M University.
- April 2014- October 2018, Chief Speechwriter for Florida A&M University President. Managing Editor of University Newsletter Office of Communications.
- July 2007- April 2014, Communications Coordinator, (Assistant to the President) Office of Communications, Florida A&M University.

Responsible for drafting and assisting the Chief Communications Officer with assimilating official correspondence for University President to include letters, e-mails, resolutions, speeches and remarks. Served as an administrative and logistics liaison to University Leadership Team. Editor of A&M Magazine. As editor, reviewed material for compliance with rules of composition (method of presentation, clarity, proper organization, coherence, completeness, grammar, punctuation, consistency of style) with revisions as needed. Ensured material was newsworthy and within guidelines established by Associated Press style and office operating procedures. Ensured appropriate speakers as desired by President and University committee were selected for commencement and convocation ceremonies in compliance with University and State of Florida policies.

- October 2005 – June 2007, Communications Coordinator (Assistant to the President), Office of the President, Florida A&M University.

Responsible for drafting and assimilating official correspondence for University Interim President to include letters, resolutions, speeches and remarks. Helped ensure Interim President prepared official responses in timely manner to key stakeholders.

- January 2004-February 2005, Public Affairs/Media Relations Officer for Combined Press Information Center, Baghdad, Iraq.

Served as a media officer and coordinator of embedded media program for all U.S. Forces in Iraq. Ensured all media representatives requesting embedded media opportunities were placed with appropriate units. As a media relations officer provided timely information to members of the international press corps on issues pertaining to U.S. Forces.

- October 1999-December 2002, Public Affairs Specialist and Fort Bragg Newspaper section editor, HQ XVIII Airborne Corps, Fort Bragg, North Carolina.

Worked with the Chief of Command Information and the editor of the Paraglide newspaper in carrying out the objectives of Fort Bragg Public Affairs program. Participated in the decision-making process, developing ideas for individual or series of articles for the Fort Bragg newspaper. Determined necessary background sources, performed research and developed own personal contacts with technical specialists or groups from which information could be obtained. Established a working rapport with background and interview contacts of all ranks and social standing within the military and general public community. Also wrote articles covering complex, sensitive issues, providing readers with necessary information in a timely manner. Assisted the editor in reviewing material for compliance with rules of composition (method of presentation, clarity, proper organization, coherence, completeness, grammar, punctuation, consistency of style) and revises when necessary. Ensured material was newsworthy and within guidelines established by Associated Press style and office operating procedures.

- May 1998-September 1999, Consumer Affairs Reporter, Fayetteville Observer-Times Newspaper Fayetteville, North Carolina.

Produced a daily consumer column for 80,000 readers with helpful information for the readers to include topics of general interest for Fayetteville Observer-Times Newspaper. Wrote news stories on topics related to consumer news in Fayetteville area and throughout the nation. Generated ideas on regular basis for possible publication. Conducted interviews and extensive research for factual information in stories. Maintained a reliable source list for consumer news throughout Fayetteville and North Carolina.

- February 1996-April 1998, Writer/Editor, CRUSADER Newspaper, 98th Area Support Group, Public Affairs Office, Wuerzburg, Germany.

Responsible for writing, editing, layout and design in support of publication of the Area Support Group newspaper and / or information products generated by the public affairs officer. Researched, developed and wrote news stories to include health care and features for publication in the command newspaper, Army information publications and / or civilian news media. Took

photographs and wrote stories covering medical procedures, technology and patient care provided at the U.S. Army Hospital, Wuerzburg, Germany. Identified potential stories and developed news sources within the area support group. Interviewed subject matter experts to obtain facts with use of audio and visual equipment. Supervised the work of four journalists located throughout the area support group footprint. Re-checked details with office computer based program for factual accuracy and staff articles as necessary to avoid breaches in security of conflict with the Privacy Act, Freedom of Information Act and other laws.

- September 1994-December 1995, General Assignment Reporter, Hattiesburg American Daily Newspaper, Hattiesburg, Mississippi.

Wrote a variety of stories including news, medical care, features and sports for the Hattiesburg Daily Newspaper, which carried a circulation of 40,000. Health related stories included in-depth information on programs and treatment procedures for Acquired Immune Deficiency Syndrome, Sickle Cell Anemia and Cancer. Also wrote articles on the only civilian helicopter ambulance service provided in South Mississippi. Compiled an extensive annual review article on services provided at three major hospitals and various clinics in the Hattiesburg/Laurel area. Used multiple news sources including the Associated Press computer system to ensure well-balanced stories. Generated story ideas, took on assignments, and covered events pertaining to the community. Conducted personal and telephone interviews daily to obtain facts and opinions. Researched publications to gather facts. Constantly worked under deadline pressure. Used "Associated Press Stylebook and Libel Manual" and "Hattiesburg American" style rules. Developed and maintained positive source relations. Worked as the weekend police beat reporter covering several counties.



SOUTHERN UNIVERSITY AND A&M COLLEGE SYSTEM

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

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

FAX NUMBER
(225) 771-5522

July 9, 2021

VIA HAND DELIVERY

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

***Re: Requests to Waive Formal Search Process and to Appoint Dr. Akai Smith,
System Director for Equity, Inclusion, and Title IX***

Dear Dr. Belton:

This request comes to your attention to address a structural need on the system level. Based on the current federal and state regulatory environment and subsequent response efforts, it has become abundantly clear that there is an immediate need to create and fill a position exclusively responsible for overseeing and coordinating the university system's Title IX, ADA, Clery Act, and Hazing compliance efforts. In furtherance of this effort, I am proposing creating a new position of System Director for Equity, Inclusion, and Title IX. The Director will work directly with campus Title IX and ADA offices, will report to the Office of General Counsel for administrative purposes, but will report directly to the President-Chancellor regarding any compliance reporting. It is imperative that this role is filled as soon as possible.

Further, based on the numerous legislative bills that were recently enacted in the 2021 Regular Legislative Session, it is imperative that we bring on an experienced professional to coordinate the university system's response and reporting requirements. Taken together with our ongoing federal obligations and other related state legislation, this position will be an all-inclusive role that will undertake system wide efforts to ensure that we are satisfying all pertinent requirements. For illustrative purposes, the System Director for Equity, Inclusion and Title IX would be responsible for overseeing all compliance, education, training, prevention, and support efforts throughout the system. Specifically, the following legislative instruments will add additional data gathering and reporting requirements:

- (1) Act 472/HB 409 requires relative to reporting power-based violence such as consideration of termination of employees who fail to comply with reporting requirements, requires online reporting systems, requirement to provide for the development and administration of campus climate surveys and the sharing of survey results.

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- (2) Act 439/SB 230 requires that each report by a college or university police department also be transmitted to the institution's chancellor and Title IX coordinator and requires that the chancellor have the report posted on the institution's website and made available to the Board of Supervisors.
- (3) Act 441/SB 232 created the Louisiana Power-Based Violence Review Panel that requires that the panel evaluate policies and practices of institutions of secondary education, their systems, and the Board of Regents regarding reporting, investigating, and adjudicating power-based violence by and against students and recommend revisions to improve such policies and practices.

As such, I have identified a candidate that can fulfill both our immediate and long-term needs. Dr. Akai Smith has agreed to accept this role. Dr. Smith is no stranger to the SU System as she served the university well throughout her tenure with the university. She spent 10 years in various capacities at SUBR. She is well versed in these areas of law and regulations and would provide immediate oversight and support to the university's operations. She will bring focused leadership and coordination to ensure that we are creating and maintaining an education environment that not only meets our federal and state regulatory obligations, but one that is inclusive, equitable, and safe for everyone who attends or works on one of our campuses. As support for this appointment, Dr. Smith's CV is attached to this letter. You will find that her credentials and past experiences will serve the university community well.

Therefore, I am requesting that an item is added to the Board's agenda to effectuate this personnel action by waiving the formal search process and the appointment of Dr. Akai Smith as the System Director of for Equity, Inclusion, and Title IX at an annual salary of \$90,000. Your favorable consideration is greatly appreciated.

Sincerely,



Corinne M. Blache
General Counsel

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

JOB CLASS				
JOB CODE				
CAL ID				

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form

POSITION NUMBER					
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CAMPUS: SUS SUBR SULAC SUAREC SUNO SUSLA

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

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

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

Profile of Person Recommended

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

Name Akai C. Smith, Ph.D. S# 4038 Sex F Race* B
(Last 4 digits only)

Position Title: System Director for Equity, Inclusion, and Title IX Department: Office of General Counsel

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

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 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 10 Southern University Experience 10

Degree(s):	Type/Discipline (BA-Education):	Institution/Location (SU- Baton Rouge):	Year:
	<u>B.S. – Psychology</u>	<u>Southern University and A&M College</u>	<u>2008</u>
	<u>M.A. – Mental Health Counseling</u>	<u>Southern University and A&M College</u>	<u>2013</u>
	<u>Ph.D. – Educational Leadership</u>	<u>Louisiana State University and A&M College</u>	<u>2020</u>
	<u>Certification – Diversity Equity & Inclusion</u>	<u>University of South Florida</u>	<u>2021</u>

Current Employer Southern University and A&M College

Personnel Action

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

Recommended Salary \$90,000 Salary Budgeted \$90,000.00

Source of Funds _____

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

Change of: From _____ To _____
 Position Director of ADA and Title IX Compliance System Director for Equity, Inclusion, and Title IX
 Status Full-Time Full-Time
 Salary Adjustment \$ \$90,000

Financial Aid signature (if, applicable):

List total funds currently paid this employee by

Southern University:

*See Reverse Side

Comments: (Use back of form)

Source of Funds	Amount

*See Reverse Side

Graduate School signature (if, applicable):

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

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

ETHNIC ORIGIN (Please check one):

Hispanic or Latino Non-Hispanic or Non-Latino

RACE (Please check all that apply):

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

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

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

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

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

COMMENTS:

EMPLOYEE REGULAR WORK SCHEDULE: M - F / 8:00 a.m. - 5:00 p.m. and as needed

EMPLOYEE DIRECT SUPERVISOR: Tavares A. Walker

SUPERVISOR/DEPARTMENT CONTACT NUMBER 225-771-4086

NUMBER OF EMPLOYEES SUPERVISED, (if any) _____

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

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

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

CLASS OF EMPLOYMENT (VISA STATUS):

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

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

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

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

System Director for Equity, Inclusion, and Title IX

Purpose: Southern University System is a complex organization with hundreds of employees and many departments including approximately 15,000 students. The System Director for Equity, Inclusion, and Title IX works with the various university departments to appropriately address civil rights compliance issues and concerns particularly related to Clery Act, Title IX, ADA, and Hazing. Additionally, the Director coordinates compliance processes and procedures, program implementation, development of rules and regulation and training designed to familiarize faculty and staff with laws governing their conduct as state employees and officers. Southern University System seeks to serve as a model to other institutions of higher education of ensuring equal access and equal opportunity and in implementing an effective civil rights compliance program.

With direct reporting access to the President-Chancellor and administrative oversight by the Office of General Counsel, the position is responsible for overseeing and coordinating system-wide compliance activities, including the evaluation and monitoring of the university's operational and strategic risks, as well as seeking to ensure that the university and its employees are complying with federal regulatory requirements, as well as internal policies and procedures. The System Director is the primary architect and steward of the university's compliance strategy and processes.

Rationale: Creation of a system level office would allow for better monitoring and management of equity and civil rights compliance related issues, system-wide policy development and programming, centralized management of any investigation association with civil rights compliance efforts. The system level office would eliminate or reduce duplication efforts on the campus level that could better serve the system and individual campuses. It would also allow the campus level directors/coordinators to focus on the administration of policies and serve as principal investigators, and the system level office would focus on the policy management and development, compliance, and reporting, and provide supervision and technical guidance to each campus director/coordinators.

The proposed compliance functions will be centralized yet integrated into all administrative activities that take place across our campuses every day. The Equity, Inclusion, and Title IX System Director will work within many units, either individually or as part of multi-person teams. The Director will coordinate these activities, working with leaders throughout the university system to identify and fulfill legal and policy responsibilities.

This new position brings together key responsibilities previously distributed across the university system giving the President-Chancellor a single point of contact for equity, inclusion, and Title IX related compliance. This position will focus his/her work and analysis on assessing and coordinating how the university could best serve our community and improve how we prevent and respond to violence, harassment, and discrimination based on race, color, national origin, sex, sexual orientation, gender, gender identity, gender expression, pregnancy or parenting, age, religion, disability, or other bases under federal or local laws and regulations.

Position Description:

To support Southern University and A&M College System's leadership in fulfilling its mission and commitments to the highest standards of compliance and to the principles of equal access and

equal opportunity. The System Director for Equity, Inclusion, and Title IX works with the university community in implementing and upholding policies and practices that are consistent with federal and state mandates as well as existing university policies regarding equal access, equal employment and educational opportunity for all persons, without regard to race, religion, color, sex, age, national origin or ancestry, marital status, parental status, sexual orientation, gender identity, gender expression, genetic information, disability, or veteran status. To that end, the candidate will work cooperatively with campuses within the system to:

- Promote and enhance a climate that ensures equal access and equal opportunity for all members of the University community and participants in its activities and services.
- Promote and enhance a culture of ethical behavior and compliance with applicable policies, laws and regulations.
- Reduce liabilities and losses associated with failures to comply with applicable laws and regulations.
- Promoting and coordinating policy to ensure the university have learning and working environment free of discrimination and harassment.
- Reviewing concerns, reports, and complaints from any member of the university community (i.e. students, staff, faculty, visitors and program participants) regarding issues of potential discrimination and discriminatory harassment at the university.
- Reviewing investigative reports and complaints of discrimination and harassment.
- Addressing and resolving concerns and complaints of discrimination and harassment through referral and collaboration with various stakeholders and partners across campus.
- Explaining and clarifying university policies and procedures, federal and state laws, and regulations regarding discrimination, harassment, retaliation, and equal opportunity.
- Promote and enhance a climate that ensures equal access and equal opportunity for all members of the university community and participants in its activities and services.
- Promote and enhance a culture of ethical behavior and compliance with applicable policies, laws and regulations.
- Reduce liabilities and losses associated with failures to comply with applicable laws and regulations.
- Responsible for overseeing, designing and directing programs, policies, and procedures to ensure compliance with federal, state, and local laws and regulations pertaining to equal employment opportunity, non-discrimination, sexual harassment and sexual misconduct. This includes responsibility for overseeing comprehensive system-wide efforts to reduce sexual assault in all forms, providing technical assistance and guidance to Title IX officers and all Title IX investigations, and for ensuring system wide institutional accountability in effectively responding to reported concerns and complaints related to all forms of prohibited discrimination and harassment.
- The incumbent is the lead administrator for the President's Title IX Sexual Assault Advisory Council and/or any similar body and is expected to cultivate and maintain strong working and operational relationships with key personnel in all areas of the university.
- Responsible for overseeing and ensuring accurate and timely submission of Clery Act Reports and statistical data.
- Responsible for compiling the necessary data and reports as required by the LA Board of Regents and the Louisiana Legislature.

Knowledge, Skills, Abilities:

- Demonstrate knowledge of and ability to interpret federal and state non-discrimination laws and regulations and other applicable laws and regulations is required, as is.
- Knowledge of prohibited discrimination and harassment, sexual harassment/sexual violence grievance procedures in a higher education setting. Ability to work with time-sensitive matters and meet strict deadlines.
- Exceptional interpersonal skills and the ability to work collaboratively and interact effectively with an organization's leadership, faculty, staff, students, and community/government agencies.
- Outstanding written and verbal communication skills and the ability to present to small and large groups.
- Strong analytical and critical thinking skills and ability to analyze, summarize, and effectively present data.
- Demonstrated leadership, organizational, and management skills and the ability to prioritize multiple projects.
- Ability to manage multiple, on-going issues, complaints, and incidents.
- Experience with and/or commitment to working effectively with individuals from diverse backgrounds, in support of an inclusive and welcoming environment.

Job Duties:

- Establish practices, and lead the development of policies to implement and manage a comprehensive civil rights compliance program.
- Build collaborative relationships with compliance personnel across the university system, and in collaboration with the Office of the General Counsel, Internal Audit, Human Resources, and others, develop, update and maintain the university's compliance efforts associated with Title IX and ADA.
- Monitors the internal and external compliance environments to identify potential risks and vulnerabilities across the university system in order that the university is compliant with federal, state, and local laws, rules and regulations, as well as institutional policies.
- Oversee the development of the annual compliance work plan that reflects the institution's compliance and regulatory risks that will be monitored by the compliance function as determined by conducting a periodic system-wide risk assessment.
- In collaboration with the Office of the General Counsel and others, respond to government investigations and inquiries.
- Supports the university's mission to promote human and intellectual diversity by providing equal access and opportunity through fostering an inclusive environment for all members of the university community. The office develops and directs equity, civil rights, and inclusion compliance on all campuses and serves as a resource and coordinator of university's system-wide equity, inclusion and civil rights compliance activities.
- Initiate inquiries and audits into campus-based matters to ensure compliance on the campus based office. When appropriate, leads investigations and reviews into the response efforts of a campus, resulting in a detailed report summarizing the findings of the investigation. Provides training and consultation to the campus community on equity and civil rights related issues.

- Respond to and investigate allegations of violation of university's civil rights and non-discrimination policies and procedures. Develop a prompt and equitable remediation plan for the campus
- Create and facilitate training/presentations to students, staff, and faculty on civil rights, Title IX, ADA, and topics related to protected status harassment and discrimination. Provide information to the campus community on university policies related to discrimination and harassment and federal and state laws and regulations related to compliance with non-discrimination laws.
- Foster and maintain collaborative relationships with campus stakeholders; work jointly with campus and community resources; participate in professional development to stay abreast of best practices including attending conferences and workshops, and self-paced professional reading; and build relationships with colleagues at peer institutions.
- Serves as the Deputy Title IX Coordinator for the Baton Rouge landmass when a conflict arises.

Minimum Qualifications:

Master's degree or above is required. Juris Doctor or other terminal degree preferred; supplemented with a minimum of seven years related experience including experience in a leadership role addressing legal and/or regulatory requirements, preferably in an academic environment, or in a law firm representing higher education institutions on compliance matters.

AKAI C. SMITH, PH.D.

Baton Rouge, Louisiana 70806



EDUCATION

- 2020 **Doctor of Philosophy**
Louisiana State University and A&M College
Baton Rouge, Louisiana
Educational Leadership, Research and Counseling
- 2013 **Master of Arts in Mental Health Counseling**
Southern University and A&M College
Baton Rouge, Louisiana
- 2008 **Bachelor of Science in Psychology**
Southern University and A&M College
Baton Rouge, Louisiana

PROFESSIONAL CERTIFICATIONS

- May 2021 University of South Florida Muma College of Business
Diversity, Equity, & Inclusion in the Workplace
- June 2021 Association of Title IX Administrators (ATIXA)
Title IX Coordinators & Administrators in Higher Education

HIGHER EDUCATION PROFESSIONAL EXPERIENCE

Southern University and A&M College

Baton Rouge, Louisiana

Director of ADA and Title IX Compliance

Office of Compliance and Ethics

Southern University System, Office of the President-Chancellor

March 2020 – Present

The Director of ADA and Title IX Compliance works closely with student affairs, human resources, academic affairs, athletics, and outside counsel to oversee the University's compliance and educational efforts with regards to Title IX of the Higher Education Act of 1964 as amended in 1972, the Americans with Disabilities (ADA) Act, Sections 503 and 504 of the Rehabilitation Act of 1973, and as well as other laws and rules related to sexual harassment, sexual misconduct, gender and interpersonal violence, sexual assault, and related policy violations on campus. The Director of ADA and Title IX Compliance actively assumed the responsibilities of office compliance supervisor to include but not limited to budgetary management, personnel matters, procurement, facility management, etc. Responsibilities also include assisting with the day to-day operations of the Title IX Office and the Office of Disability Services to ensure the university's compliance with relevant

sexual misconduct and equal opportunity laws, and foster a welcoming, safe, nondiscriminatory, and harassment-free educational, living, and working environment. In addition to serving as the principal planning coordinator for programs, policies, and procedures relating to college compliance and the promotion of opportunities for persons with disabilities.

Associate Director of First & Second Year Experience Programs and Adjunct Instructor
Office of F/SYE **August 2019 – March 2020**
Division of Student Success

The Associate Director is responsible for the management of First Year Experience Courses (FRMN 110 & 111) to include, curriculum building, instructor training, and course evaluations. The Associate Director maintains a collaborative relationship with the First-Year Instructors within the Colleges of Sciences and Engineering, Business, and Nursing and Allied Health. The Associate Director identifies potential roadblocks for probationary students and created a strategic plan to help increase their skill development through mentoring and tutoring services provided by the department. Also, the Associate Director serves as the direct contact for the Navigate System (Early Alert) and assists with the development of Living Learning Communities (LLCs) working closely with Career Services and Residential Life and Housing personnel. The Assistant Director assists with planning and execution of New Student Welcome Week as well as creating academic evaluations (Interest Survey) for sophomore students, engaging students in study/learn abroad opportunities with International Affairs and coordinating Emerging Jags access program through collaboration with Admissions & Recruitment. Finally, the Associate Director serves as adjunct instructor for First-Year Experience Courses and provides leadership to the department in the absence of the Director.

Adjunct instructors prepare and teaches weekly, one-hour lectures for sections of the Freshmen Seminar course for undergraduate students. Held weekly office hours, graded quizzes, assignments, and course exams. Responsible for creating a forum in which students can interact with fellow students, faculty, advisors and mentors. Providing an atmosphere to engage students in the process of scholarly inquiry. Established the foundation for students to gain knowledge, skills, and attitudes necessary for academic success.

Executive Director of Admissions & Recruitment **March 2019 – August 2019**
Office of Admissions and Recruitment
Division of Student Affairs & Enrollment Management

The Executive Director of Admissions and Recruitment served as a member of the leadership team for the Division of Enrollment Management and provided leadership in strategic planning, implementation, coordination, and review of all admission and recruitment strategies. The Executive Director oversaw the recruitment processes and admissions decisions for all students to include new/first time students, transfer students, dual enrollment students, and SUSLA Connect students. The Executive Director procured the resources necessary to support the activities of the Office of Admissions and Recruitment through strategic planning, fundraising, and MOU and partnership agreements and supervised all admissions, recruitment, record keeping, and administrative staff for the department. The Executive Director established and maintained strong relationships within Enrollment Management as well as with senior officers of the university, faculty, other university departments (especially Academic Affairs, and the Division of Student Success), and a range of associated stakeholders. The Executive Director maintained Southern University and A&M College institutional admissions policies that align with the State of Louisiana's Board of

Regents and trained and led an office of dedicated professionals in recruitment and admissions best practices to effectively coordinate enrollment growth strategies for new students. The Executive Director represents units under supervision to internal and external constituencies, build relationships in the community, contributing to the positive image of the university and creating connections to local resources and partnerships and provided and set standards for excellent student-centered customer service. The Executive Director oversaw direct marketing and recruitment efforts for new students and ensured student success, including developing support structures and strategies to retain students. Finally, the Executive Director worked closely with the deans and appropriate program directors in the application process of graduate students.

Dean of Students & Deputy Title IX Coordinator
Office of the Dean of Students
Division of Student Affairs & Enrollment Management

January 2018 – March 2019

The Dean of Students served as a member of the leadership team for the Division of Student Affairs and provided leadership in strategic planning, implementation, coordination, and review of Student Affairs programs. The Dean of Students carried out a led role in planning and executing strategic initiatives related to student well-being, conduct, and crisis, student transitions, and academic support and success. The Dean of Students spearheaded setting priorities for related offices and manage specific projects and supervise and manage the following departments within the Division of Student Affairs: Residence Student Rights & Advocacy, Residence Life, New Student Orientation, Parent & family Programs, and Title IX initiatives as well as supervised the Associate Dean of Students, who oversaw Orientation and Transition Programs, and Parent & Family Programs. The Dean of Students assisted in setting priorities for resource allocation, facility needs, and service utilization; provide oversight of the formulation and management of budgets and served as the primary on-call administrator for the University for serious student crises, while developing and supporting a broader on-call rotation for lower level emergencies and issues. The Dean of Students developed and maintain strong relationships with the Southern University Police Department, the Baton Rouge Police Department, and other partners in the City of Baton Rouge to promote the safety of our students and effectively respond to crises. The Dean of Students maintained high visibility within the campus community, particularly with students and continually measure and assess progress quarterly toward well-conceived and regularly updated strategic goals.

The Deputy Title IX Coordinator actively promoted a campus culture that supports a safe, respectful, inclusive academic, working, and learning environment by ensuring investigations were conducted in a prompt, fair, equitable manner in accordance with all applicable laws and policies, developed and delivered effective training and awareness programs that focus on the mandate to “stop, prevent, and remedy” sexual misconduct at the University. The Deputy Coordinator assisted with the day-to-day operations of the Title IX Office and ensured University compliance with relevant sexual misconduct and equal opportunity laws including Title IX of the Education Amendments of 1972 (Title IX), relevant provisions of the Violence Against Women Reauthorization Act of 2013 (VAWA), Title VII of the Civil Rights Act of 1964 (Title VII), the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act).

Interim Associate Vice Chancellor for Enrollment Management
Office of the Enrollment Management
Division of Student Affairs & Enrollment Management

March 2018 – July 2018

The Associate Vice Chancellor reported to the Vice Chancellor for Student Affairs & Enrollment Management and served on the senior leadership team, and other critical campus committees. The Associate Vice Chancellor provided leadership for the development, implementation, communication and ongoing assessment of comprehensive and strategic enrollment plans. The Associate Vice Chancellor remained knowledgeable about emerging national and international trends; brought vision, innovation, and significant strategic and analytical capacity to the role and developed a sophisticated and nuanced approach to enrollment management. The Associate Vice Chancellor implemented strategies to achieve institutional goals and was a strong manager, leader and collaborator who remained adept to implementing change and forging collaborative partnerships with senior leaders and others across the university. The Associate Vice Chancellor exhibited marketing savvy, political acumen and strong communication skills and remained effectively engaged with a wide array of constituents and constantly articulated the University's distinctiveness and plans for the future.

Campus Confidential Advisor

June 2016 – March 2018

The Confidential Advisor is authorized to advise Complainant of, and provide written information regarding, both Complainant's rights and the University's responsibilities regarding orders of protection, no-contact orders, restraining orders, or similar lawful orders issued by a court of competent jurisdiction or by the University. The Confidential Advisor liaises with appropriate staff at the University to arrange reasonable accommodations through the University to allow Complainant to change living arrangements or class schedules, obtain accessibility services, or arrange other accommodations. The Confidential Advisor serves as a liaison between Complainant and the University or local law enforcement when directed to do so in writing by Complainant who has been fully and accurately informed about what procedures shall occur if information is shared, and assist Complainant in contacting and reporting to a responsible employee or local law enforcement. The Confidential Advisor is obligated to report crimes to the University or law enforcement in a way that identifies Complainant or Respondent, unless otherwise required to do so by law.

**Executive Assistant to the Vice Chancellor
Office of the Vice Chancellor for Student Affairs & Enrollment Management
Division of Student Affairs & Enrollment Management**

June 2012 – March 2018

The Executive Assistant assisted the Vice Chancellor with fiscal operations, including developing managing and tracking an operation budget of approximately \$25 million for Admissions, Financial Aid, Dean of Students, New Student Orientation, Student Life, Recreation and Game Room, Counseling, Student Health Services, and Residential Life and Housing. The Executive Assistant tracked budget expenditures and projections to ensure a judicious use of university funds. Serve as an advisor and advocate to students and student organizations providing support and fostering community engagement to students through involvement, leadership and co-curricular learning opportunities. The Executive Assistant worked collaboratively with division leadership to engage in fundraising & development, grant writing, and sponsor activities with alumni, fraternities and sororities, and community agencies to actively pursue alternative revenue sources and instituted quality enhancement measures specific to each department to ensure operational excellence. The Executive Assistant oversaw the development of marketing strategies to increase student engagement with programs and services and assisted with the development of assessment plans and strategic goals to enhance Division operations. The Executive Assistant assisted with developing

annual training programs for staff and students to ensure best practices are implemented and responded to emergency and crisis situations as needed. The Executive Assistant also facilitate response to judicial crisis and emergency situations, including Dean of Students, Health Center, Campus Police, Legal Affairs, etc. and rendered oversight to daily operations of the office during the absence of the Vice Chancellor.

OTHER PROFESSIONAL EXPERIENCE

St. James Behavioral Health Hospital

Gonzales, Louisiana

Counselor

May 2013 – September 2015

Display creative skills in facilitating psycho-educational group, individual, and family therapy while monitoring the maintenance of confidentiality of records that are related to each client's treatment. Work in collaboration with other staff in carrying out clinical assessments for the assessment of client's physical and mental state of health as well as the development of a client-specific treatment plan. Function as an effective client advocate in coordinating several required services to provide solutions to emergency problems in crisis situations. Facilitate and manage preventative mental wellness classes or workshops and generate treatment referrals. Utilize effective research in persuading clients in expressing their feelings and discussing their current life's situation; display proficiency in helping them develop insight into themselves and their relationships.

Center for Psychological Healthcare

Baton Rouge, Louisiana

Counselor Intern

June 2012 – May 2013

Conducted interviews and assessment of referred clients in coordination with the professional staff, which consisted of social workers, psychiatrists, psychologists, and other certified personnel. Guaranteed precision in collecting and analyzing data on individual clients through records, tests, interviews, and professional sources, such as WISC-IV, WAIS-IV, and MMPI-2. Directly administered the group, individual, and family therapy sessions for both residents and outpatient-serviced clients. Consulted with clinical psychiatrists and psychologists in revising and enforcing several treatment plans based on the client programs. Collaborate with community specialist in overseeing residents for the integration of social skill development.

JP Morgan Chase

Baton Rouge, Louisiana

Personal Banker

December 2006 – June 2010

Asked personal and business financial questions; as well as assessed all their needs and recommended appropriate product and service solutions. Monitored the sales processes, which included outbound telephone sales, consulting, networking, referring, and appointment setting to determine the business and consumer opportunities in the branch. Established and sustained relationships with customers and provided them with products and services that meet their ever-changing needs. Demonstrated efficiency in working in a high-paced and team environment to service customers' needs while ensuring compliance with policy and procedures.

PUBLICATIONS

- May 2021 Smith-Ross, C., Young, L., Jones, A., Smith, A., Johnson, Z., Spiller, A., Thompson, S. (in-press). HBCU Academic and Social Culture During the Covid-19 Pandemic. Manuscript submitted for publication.
- June 2020 Smith, Akai C., "The Road to the Presidency: A Case Study of HBCU Organizational Culture and Its Impact on the Career Progression of Women of Color" (2020). LSU Doctoral Dissertations. 5284. https://digitalcommons.lsu.edu/gradschool_dissertations/5284
- October '19 Ekuase-Anwansedo, A., & Smith, A. (2019). Effect of Cloud Based Learning Management System on The Learning Management System Implementation Process. *Proceedings of the 2019 ACM SIGUCCS Annual Conference*.

CONFERENCE ACTIVITY AND PARTICIPATION

- November 20 Conference Proposal Reviewer – 2021 Annual Conference on the First Year Experience. (National Resource Center for The First-Year Experience & Students in Transition).
- November '19 Panel Reviewer – MSERA 2019 Annual Meeting (Mid-South Educational Research Association). New Orleans, LA
- November '19 Co-Presenter – Hands on Workshop: Effective Search for Research Articles and Increase Research Article Visibility.
- March 2019 Co-Presenter – Learning Management Systems Implementation: A Stakeholder Analysis. Special Interest Group on University and College Computing Services. New Orleans, LA
- March 2019 Guest Judge – 93rd Annual Meeting of the Louisiana Academy of Sciences. Baton Rouge, LA
- August 2017 Presenter: Student Leadership Policy & Protocol Expectations– Planning and Execution Training Workshop. Executive Cabinet of the Student Government Association. New Orleans, LA
- March 2017 Presenter: Management Styles – University Student Leaders and Queen Etiquette Seminar Workshop. Office of Student Life. Baton Rouge, LA
- August 2016 Presenter: Student Leadership Policy & Protocol – Planning and Execution Training Workshop. Student Government Association. Baton Rouge, LA
- June 2015 Presenter: Building Foundations for Transparency in Student Leadership. Student in Leadership Training Retreat. Student Government Association. Alexandria, LA

- June 2014 Presenter: We Wear the Masks: Student in Leadership Training Retreat. Student Government Association. Biloxi, MS
- May 2014 Co-Presenter: Opening Session – Ujima; Kwanza Principles as they Relate to Student Leadership. National Association of Student Affairs Professionals (NASAP) Student Leadership Institute. Savannah, GA

PROFESSIONAL SPEAKING ENGAGEMENTS & DISCUSSIONS

- January '20 Guest Speaker - Campus Exposure 225: A Leadership Experience. Baton Rouge, LA.
- April 2018 Guest Speaker – Getting Your Students to College. Louisiana Area High School Counselors. Baton Rouge, LA
- November '17 Guest Speaker: Education First – Principles of Advanced Degree Opportunities and the Importance of Education. Westdale Heights Academic Magnet School. Baton Rouge, LA
- April 2016 Guest Speaker: My Next Move – Principles of Planning, Self-Worth, and Leaving a Legacy. Recruitment and Awards Banquet for Mentorship Academy. Baton Rouge, LA
- April 2015 Guest Speaker: Hidden Hearts – Mental Health Awareness Workshop. Southern University and A&M College. Baton Rouge, LA
- October '14 Panelist: Know your Worth – Women’s Empowerment Speaker Series. Southern University and A&M College. Baton Rouge, LA

PROFESSIONAL AFFILIATIONS

Higher Education Leadership Foundation Fellow (H.E.L.F.)
 Southern Association of Colleges and Schools, Commission on Colleges (SACSCOC)
 National Association for Student Affairs Professionals (NASAP)
 National Association of Student Personnel Administration (NASPA)
 Association of Fraternity/Sorority Advisors (AFA)
 Louisiana Counseling Association (LCA)
 Louisiana Mental Health Counseling Association (LMHCA)
 Alpha Kappa Alpha Sorority, Inc.
 Southern University National Alumni Federation
 Louisiana State University Alumni Association

COMMUNITY OUTREACH AND ENGAGEMENT

Advisor, National PanHellenic Council of Southern University
Advisor, Collegiate 100 Black Women of Southern University
Advisor, Southern University Student Government Association

Team Member, SACSCOC Reaffirmation Team
Coach/Sponsor, Southern University March Band and Fabulous Dancing Dolls

UNIVERSITY COMMUNITY ASSOCIATIONS

Southern Association of Colleges and Schools, Commission on Colleges Committee
Student Government Association Advisory Committee
Student Affairs & Enrollment Management Senior Leadership Committee
Quality Enhancement Plan Committee
Academic Council Committee
Graduation Committee
Judicial Committee
University Academic Calendar Planning Committee
20 for 20 Committee, Chair
Founders' Day Committee
University Homecoming Committee, Chair

REFERENCES

Available Upon Request



"Linking Citizens of Louisiana with Opportunities for Success"

Southern University and A & M College System
AGRICULTURAL RESEARCH AND EXTENSION CENTER
and the COLLEGE OF AGRICULTURAL, FAMILY AND CONSUMER SCIENCES
Ashford O. Williams Hall
P. O. Box 10010
Baton Rouge, LA 70813
(225) 771-2242
(225) 771-2861 Fax
www.suagcenter.com

OFFICE OF THE CHANCELLOR-DEAN

MEMORANDUM

TO: Dr. Ray L. Belton
President-Chancellor

FROM: Orlando F. McMeans *OLF*
Chancellor-Dean

DATE: June 5, 2020

RE: Vice Chancellor for Research Position

The purpose of this memo is to request approval to advertise for the position of Vice Chancellor for Research for SUAREC for the Southern University Agricultural Research and Extension Center (SUAREC).

The Vice Chancellor of Research for SUAREC will be vacant starting June 30, 2020. As you are aware, research is the cornerstone of the SU Ag Center and represents one of the critical and essential legs of the tripartite land-grant mission of teaching, extension and research. With increasing need for research in the emerging areas of hemp production, medicinal plant, infectious diseases, health disparities and socioeconomic issues, it is imperative that we fill this position with a qualified research administrator. Because of the importance of this position, this will be a national search.

To those aforementioned facts, I am requesting approval to advertise for the position of Vice Chancellor for Research for SUAREC.

APPROVAL



Dr. Ray L. Belton
President-Chancellor

6/9/20

Date

JOB CLASS				
JOB				

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form

POSITION NUMBER	6	M	9	9	6	6
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CAMPUS: SUS _____ SUBR _____ SULAC _____ SUARC X SUNO _____ SUSLA _____

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

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

Previous Employee Dr. Andra Johnson Reason Left New Appointment
 Date Left August 30, 2020 Salary Paid \$135,200

Profile of Person Recommended

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

Name Jose Ulises Toledo SSN XXX-XX-4094 Sex M Race* Hispanic
(*99 number)

Position Title Vice-Chancellor of Research Department Research

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 FAB, if applicable.)

Years Experience	27	Southern University Experience	20+
Degree(s):	Type/Discipline (BA-Education):	Institution/Location (SU-Baton Rouge):	Year:
BS	Food Science & Agricultural Eng.	Universidad Autonoma Capingo, Mexico	1991
MS	Horticulture-Plant Biotechnology	University of Illinois at Urbana-Champaign, IL	1995
MBA/PhD	Business Administration	University of Illinois at Urbana-Champaign, IL	1999
PhD	Natural Resources & Technology	University of Illinois at Urbana-Champaign, IL	2001

Current Employer _____

Personnel Action

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

Recommended Salary \$155,000 Salary Budgeted \$155,000

Source of Funds FEDERAL

Identify Budget: 621656 63050 61002 62000 Location _____
 Form Code: _____ Page _____ Item # _____

Change of: From To
 Position Vice Chancellor of Research
 Status Full Time
 Salary Adjustment \$155,000

Financial Aid signature (if applicable):

List total funds currently paid this employee by Southern University:

Source of Funds	Amount

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

*See Reverse Side

Graduate School signature (if applicable):

[Signature] 6/30/2021 Supervisor Date
[Signature] 6/30/2021 Dean/University Head Date
[Signature] 6/30/2021 Chancellor Date
[Signature] Vice President/Finance Business Affairs/Comptroller Date
 _____ President Date
 _____ Chairman/S.U. Board of Supervisors Date

BGD
 7/1/2021

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

ETHNIC ORIGIN (Please check one):

Hispanic or Latino Non-Hispanic or Non-Latino

RACE (Please check all that apply):

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

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

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

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

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

COMMENTS: See Attached Job Description

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

EMPLOYEE DIRECT SUPERVISOR: Dr. Orlando McMeans

SUPERVISOR/DEPARTMENT CONTACT NUMBER: 225.771.3358

NUMBER OF EMPLOYEES SUPERVISED, (if any) _____

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

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

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

CLASS OF EMPLOYMENT (VISA STATUS):

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

FUNDS AVAILABLE
OFFICE OF THE AGRICULTURAL
RESEARCH AND EXTENSION
SOUTHERN UNIVERSITY SYSTEM
[Signature] 7/1/2021
HUMAN RESOURCE ADMINISTRATION SECTION

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

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

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

SOUTHERN UNIVERSITY - BATON ROUGE, LA 70813

SUS SUBR SULAC SUAREC SUNO SUSLA

POSITION VACANCY AUTHORIZATION

REQUEST THAT THE POSITION TITLE Vice Chancellor of Research AS DESCRIBED BELOW
 BE AUTHORIZED AS A VACANCY FOR Southern Agricultural, Research and Extension Center
 (Department or Unit)

- | | | | |
|-------------------------------------------------|--------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------------------|
| <input checked="" type="checkbox"/> Replacement | <input type="checkbox"/> New Position | <input checked="" type="checkbox"/> Unclassified | <input type="checkbox"/> State |
| <input type="checkbox"/> Civil Service | <input type="checkbox"/> Temporary | <input type="checkbox"/> Penalty | <input type="checkbox"/> Grant-In-Aid |
| <input type="checkbox"/> Tenured | <input type="checkbox"/> Probationary (For Faculty this means on tenure track) | | <input type="checkbox"/> System Revenue |
| | | | <input type="checkbox"/> Agency Fund State |

VACANCY DESCRIPTION AND JUSTIFICATION

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

The Vice Chancellor for Research is responsible for assisting the Southern University Agricultural Research & Extension Center (SUAREC) Chancellor-Den in promoting and expanding the research mission of the Center and the College of Agricultural, Family and Consumer Sciences (CAFCGS) by increasing and supporting scholarly activities of faculty and students, and developing strategic partnerships with other institutions of higher education, government, and industry, while promoting shared responsibility, compliance, and research integrity. Specifically, the Vice Chancellor for Research assists faculty members in their research endeavors, encourages interdisciplinary across the campus, and provides support for new programs and initiatives. In addition, the Vice Chancellor for Research will work with Southern University System officials, state officials, and federal officials to ensure that research being conducted is done so in a compliant and responsible manner.

Salary/Range: \$125,000 - \$140,000 Previous Incumbent (if replacement): Dr. Andra Johnson

____ Approved ____ Disapproved AL _____
 Department Head Date

____ Approved ____ Disapproved AL _____
 Dept/Director/Supervisor of Budget Unit Date

FINANCE/BUDGET OFFICE ONLY	
Funds Available	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>Amitha</u>	<u>6/9/2020</u>
Signature	Date
Budget Number	621636 63050 61002 62000

HUMAN RESOURCES OFFICE ONLY			
Existing/Approved Position			
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
Employee Class:	<u>MU</u>	Job Class:	<u>65092</u>
Verified By: <u>Harold Chialoy</u>			Date: <u>6/4/2020</u>

____ Approved ____ Disapproved _____
 Vice Chancellor Date

____ Approved ____ Disapproved AL _____
 Chancellor/Vice President Date

____ Approved ____ Disapproved Roy S. Delta 6/9/20 _____
 President Date

FUNDS AVAILABLE
 OFFICE OF THE AGRICULTURAL
 RESEARCH AND EXTENSION
 SOUTHERN UNIVERSITY SYSTEM
Amitha
 FINANCE & ADMINISTRATION SECTION

An Equal Opportunity Employer

AM
6/9/2020

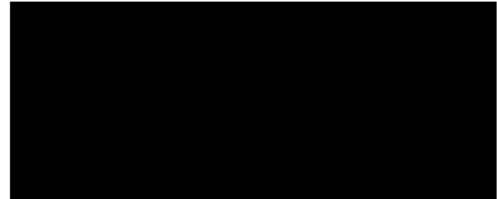
CURRICULUM VITAE

José Ulises Toledo, Ph.D.

WORK ADDRESS:

West Virginia State University
Research & Public Service
125 Integrated Research & Extension Bldg.
P.O. Box 1000
Institute, WV 25112
(304) 766-4290 Office
toledoju@wvstateu.edu

HOME ADDRESS:



EDUCATION

		University of Illinois at Urbana-Champaign, IL
2001	Ph.D.	College of Agriculture, Consumer, and Environmental Sciences <i>Department of Natural Resources and Environmental Sciences</i> <i>Specialty: Natural Resources and Technology Transfer</i>
1999	Ph.D. (<i>non-thesis</i>)	College of Commerce and Business Administration <i>Department of Strategic Business Management</i> <i>Specialty: Strategic Business Management</i>
1997	M.B.A.	College of Commerce and Business Administration <i>Illinois MBA Program</i> <i>Specialty: Business Strategy and Economics</i>
1995	M.S.	College of Agriculture, Consumer, and Environmental Sciences <i>Department of Horticulture</i> <i>Specialty: Plant Biotechnology</i>
		Universidad Autónoma Chapingo, México
1991	B.S.	Department of Food Science & Agricultural Engineering <i>Specialty: Agricultural Engineering and Agronomy</i>

WORK EXPERIENCE

West Virginia State University, Institute, WV

July 2020
to Present

VICE PRESIDENT FOR RESEARCH & PUBLIC SERVICE, AND DEAN AND DIRECTOR OF THE LAND-GRANT PROGRAMS

- Assists in fulfilling the overall Land-Grant mission of the institution by identifying, increasing, and administering physical and human resources which further strengthen the University's research and public service missions.
- Directs all administrative and programmatic aspects associated with the University's Research and Public Service unit, including an overall annual revenue in excess of \$13 Million.
- Leads the Research and Public Service unit's strategic planning and its implementation including the coordination and planning, along with research and extension administrators, faculty, and staff.

- Oversees all Research and Public service facilities and infrastructure planning and implementation, including its Agricultural Research Station, Extension Services and all other research and facilities devoted to outreach and public service at the University.
- Leads Institutional efforts associated with the entire 1890 Program system, including legislative activities and cooperative initiatives such as the 1890 Centers of Excellence, the 1890 Scholarships Program, and 1890 Infrastructure Improvement.
- Works closely with federal partners in developing and implementing cooperative agreements associated with the University's Land-Grant (USDA-NIFA), EPSCoR (NSF-EPSCoR), and INBRE (NIH-INBRE) programs, as well as State and Local Governments (e.g., West Virginia Department of Agriculture, WV Higher Education Policy Commission, etc.).
- Responsible for managing the University's Intellectual Property Management policy, including intellectual property disclosures, patent applications and management, and technology transfer and commercialization.
- Responsible for managing, as the University's Responsible Officer (RO), the University's international scholars exchange program (a.k.a. J-1 Visa Program)
- Participates as an active member of the President's Cabinet.
- Active member of the West Virginia Governor's Council of Science, Research and Technology.

August 2018
to July 2020

ASSOCIATE VICE PRESIDENT FOR RESEARCH & RESEARCH DIRECTOR

- Directed all administrative and programmatic aspects related to research programs at WVSU, including an overall annual budget of approximately \$7.5 Million.
- Worked with faculty and administrators in planning and strategizing to increase funding for basic, applied, and translational research.
- Provided leadership with salient programs at the University including USDA-NIFA research, NSF-EPSCoR endeavors, NIH-INBRE and other associated research programs.
- Provided leadership (since 2003) and prepared the annual survey related to NSF's Higher Education Research Expenditures (HERD), and NSF's Science and Engineering Research facilities surveys.
- Led international research partnerships and efforts with several countries which resulted in productive research collaborations and the enhancement of research, teaching and extension programming.

August 2016
to August 2018

ASSOCIATE VICE PRESIDENT FOR ADMINISTRATION

- Assisted in the preparation and review of research, outreach and business policies associated with the Research and Public Service unit.
- Assisted the Vice President in managing all activities associated with the University's Intellectual Property Management Policy.
- Prepared and reviewed legal documents associated with the Research and Public Service unit, including leases and memoranda of understanding with internal administrative units and external partners.

- Coordinated the preparation and completion of annual and progress reports for the unit, including the University's strategic planning, the USDA Plan of Work, the USDA's 1890 Facilities Plan, the University's Facilities Master Plan.
- Supported and developed external collaborations including other Land-Grant Universities and Institutions of Higher Education; federal, state, and local government agencies; and the private sector (non-for profit, faith-based, corporate, and individual entities).
- Contributed with the production and attainment of competitive and non-competitive grants submitted to various Federal and State agencies (e.g., USDA, NASA, NSF, USAID, West Virginia International EPSCoR).
- Managed, as the University's Responsible Officer (RO), the University's international scholars exchange program (a.k.a. J-1 Visa Program).
- Provided leadership in the creation, compilation, and assembling of reports and documentation requested during the Institute's first ever Federal Civil Rights review (USDA-NIFA). Currently provide guidance to the newly established Institute's Office of Human Resources and Civil Rights Compliance.

Gus R. Douglass Land-Grant Institute
(Agricultural & Environmental Research and Outreach Land-Grant Programs)

April 2000
to August 2016

ASSOCIATE DEAN

- Assisted the Dean and Director in reestablishing the institution's full land-grant status and its respective Federal and State support. This action resulted in the attainment of over \$ 7 Million of annual funding devoted to reinvigorating the Institution's Land-Grant Research and Extension programs.
- Actively participated in the writing of the Institution's first and subsequent Plans of Work for both Research (Evans-Allen) and Extension Programs (Smith-Lever). Coordinated the submission of the Annual Reports of Accomplishments and new electronic Plan of Work.
- Responsible for the monitoring of all Research, Extension and Outreach programs' assessment. Currently work toward the streamlining of program results through a web-based reporting system, and the establishment of an information management center.
- Assisted the Dean and Director of Land-Grant Programs administering the Institute's Research, Extension and Outreach activities. Responsibilities include providing leadership and guidance to Associate and Assistant Directors in matters related to program development and sustainability.
- Provided leadership and direction to the Marketing, Media, and Communications activities during the Institute's re-establishment phase (first 3 years). Thereafter, persuaded responsible administrators to establish the Marketing, Media, and Communications Department within the Institute. Currently provide guidance to the Department's Director in matters concerning this area.
- Actively supported the Dean in the production of documents and reports requested by Federal and State Legislators linked to University and Institute's Land-Grant legislative endeavors.
- Pioneered the development of the Institute's first international collaborations in the areas of Research and Extension. Countries involved in past and present collaborative endeavors include: The Bahamas (College of Bahamas), Puerto Rico (Universidad de Puerto Rico), Dominican Republic (Universidad de Santo Domingo), Mexico

(Universidad Autonoma Chapingo and Instituto Politecnico National), and England (Exeter University).

- Assisted in creating, implementing, and monitoring several general administrative Policies and Procedures within the Institute including fiscal, operational, and employees' operational manuals.
- Assisted the Institute with the creation, implementation and monitoring of the Institute's Research and Extension staff professional development, including professional training, continuing education, and incentive and reward programs.
- Coproduced, along with the Dean and Director, annual and five-year strategic plans for the Institute, as well as the Institute's annual reports.
- Actively participated in various system wide organizations' committees including NASULGC-APLU (Business and Finance, and International Programs), Association of 1890 Research Administrators (Biennial Symposium), and Association of Extension Administrators (Professional Development).
- Actively participated in various Institutional committees including University's Budget, University's Strategic Planning, History and Culture, and Community Literacy.

September 2007
to August 2009

INTERIM ASSOCIATE DIRECTOR OF RESEARCH

- Directs the Institute's research portfolio which includes the areas of genomics, aquaculture, bioengineering, renewable energy, horticulture and alternative agriculture, environmental remediation and waste management, and soil science.
- Responsible for the management and evaluation of research programs and personnel, including faculty, technicians, students, and administrative staff.
- Provides leadership in the creation of internal operational and compliance policies for management of effective management of research at the Institute's and the University.
- Responsible for the management of all research assets including research and instructional facilities and equipment.
- Currently provides co-leadership in the management of the school's Intellectual Property Management (Technology Transfer) area/unit for the entire University.
- Assist Deans, Vice Presidents and the President with matters related to the Institution's organizational structure in relation to research and the research environment.

April 2000
to April 2010

DIRECTOR OF BUSINESS & FINANCE

- Directed the Land-grant Institute's business and finance operations including budgeting, accounts payable and receivable, inventory and asset control, and banking and financing.
- Assisted the Land-grant Institute's with annual fiscal audits (A-133 Annual Audit) conducted by independent auditors within the Research and Development Corporation, in coordination with the Corporation's Business Manager.
- Coordinated, along with the Research and Development Corporation's Business Manager, operations related to employees Payroll and Human Resources before the establishment of the Office of Human Resources and Civil Right within the Institute.
- Created an internal policy for the fiscal and operational management of State Appropriated matching funds among the Corporation, the University's Fiscal Unit, and the Institute's Office of Business and Finance.

- Provided leadership and direction in matters related to the Institute's Grants, Contracts, and Sponsored Agreements, Pre-Award and Post-Award, during the Institute's development (first 3 years). Thereafter, persuaded responsible administrators to establish the Department of Grants, Contracts, and Sponsored Agreements within the Institute.
- Led the effort to establish the University's first facilities and administrative cost recovery rate (a.k.a. indirect rate). As a result, the institution has had a negotiated cost rate issued by its corresponding cognizant Federal agency (DHHS).
- Managed research, extension, and instructional facilities within the Land-grant Institute, including the 5-year's USDA 1890 Facilities Grant. Led all purchases of real estate within the Institute which included direct involvement in all phases of the acquisition process; established guidelines for the purchase of real estate within the Institute congruent with the Institution, State and Federal regulations.
- Provided leadership in the creation of the University's Intellectual Property Management policy and its management.
- Developed fiscal policies and procedures for the Institute consistent with University, Corporation, State, and Federal guidelines, and General Accepted Accounting Principles.
- Assisted the Vice President for Planning and Advancement with matters related to the Institution's organizational structure, including the production of organizational charts and related documents.

WVSU Research and Development Corporation

Since April
of 2002

BOARD OF DIRECTORS MEMBER

- Chairs the WVSU Research & Development Corporation and works with all the appointed Directors in advancing the agenda for the Corporation in support of the University.
- Assisted the Research & Development Corporation with updating existing administrative policies, and the development and implementation of new ones. Provided assistance and guidance with the design and implementation of particular fiscal policies within the Corporation.
- Provided leadership with the writing/production of the Corporation's annual Management Discussion and Analysis (MD&A) Letter required in the audited financial statements as prescribed in the GASB 34 and 35.
- Assisted, as the Corporation's Secretary, with certification and issuing of official documentation related to the Corporation, including amendments to its By-Laws and Articles of Incorporation, and Corporate Resolutions.

University of Illinois at Urbana-Champaign, IL

August 1997
to May 2000

College of Agriculture Department of Natural Resources and Environmental Sciences

RESEARCH ASSISTANT

- Conducted an economic-business study that included the assessment and simulation of growers' adoption of genetically modified crops (GMOs) and its impact on the Illinois vegetable industry's competitiveness.

- August 1997
to April 2000
- Department of Plant Biology**
- TEACHING ASSISTANT (Plant Biology)
- Lectured, graded, monitored, and supervised undergraduate students; as well as coordinated, implemented, and evaluated internet resource-based students' projects.
- May 1996
to August 1997
- College of Business Administration
Illinois Masters in Business Administration**
- TEACHING ASSISTANT (Business & Economics)
- Lectured, graded, and monitored incoming business graduate students in the field of business economics during the summer term.
- August 1996
to December 1996
- RESEARCH ASSISTANT
- Carried out a business plan to develop a marketing strategy to promote, commercialize, and price "Economic-Demographic Forecasting and Simulation Models (Regional Economic Models)" for the Federal Reserve Bank of Chicago – Economic Research Branch.
- August 1994
to August 1995
- College of Agriculture
Department of Horticulture**
- TEACHING ASSISTANT (Horticulture)
- Coordinated and facilitated the teaching and researching activities for an introductory course in horticulture for undergraduate students, in addition to lecture in absence of the professor coordinator.
- August 1993
to May 1994
- TEACHING ASSISTANT (Tissue Culture 499)
- Facilitated the professor's teaching and researching activities for an advanced course in tissue culture involving graduate students.
- May 1992
to December 1994
- RESEARCH ASSISTANT
- Evaluated and studied the impact of physical factors (e.g., light and culture media physical properties) on the anthocyanin production (red pigments) and growth of in vitro plants, callous cell cultures, and suspended liquid cell cultures of cranberry and grape species.
- AMERITECH, Inc., Cleveland, OH**
- May 1997
to August 1997
- Department of Network Services**
- ENVIRONMENTAL AND SAFETY FIELD SPECIALIST (Internship)
- Reviewed safety guidelines, evaluated safety reports, conducted site assessments, and supervised waste disposal transactions for various locations within the Network Services business unit at various locations in the State of Ohio.

Universidad Autónoma Chapingo; Chapingo, México

Department of Food Science and Agricultural Engineering

August 1987
to August 1991

RESEARCH ASSISTANT

- Conducted an independent research study that entailed the evaluation of industrial and economic characteristics of a wildly grown grape in the Southwest region of México.

SPECIAL SKILLS

Languages:
Computer:

Fluent in English, Spanish, and proficient in Italian
Windows Environment (PC & Macintosh); Microsoft Office (Word, Power Point, Excel, & Access); Statistics Application Software (SAS, SPSS, StatView™, QuickStat™); Internet Applications to Research and Business (HTML); Knowledge-Based Expert Systems (NEXPERT); Dynamic & Diffusion Modeling Systems (STELLA); Accounting Software for Profit and non-for-Profit Organizations.

HONORS

(1997, 1998)	National Society of Hispanic MBAs Scholarship Recipient
(1998)	University of Illinois List of Teachers Ranked as Excellent
(1996)	Illinois MBA Leadership Scholarship Recipient
(1993)	Gamma Sigma Delta, Honor Society
(1998)	Phi Kappa Phi, Honor Society

PROFESSIONAL ASSOCIATIONS

APLU	National Association Public Land-Grant Universities
ARD	Association of 1890 Research Directors
AEA	Association of 1890 Extension Administrators
MANRRS	Minority in Agriculture, Natural Resources & Related Sciences
NACUBO	National Association of Colleges and Universities Business Officers
NCURA	National Council of University Research Administrators
IFT	Institute of Food Technologists
ASHS	American Society for Horticultural Sciences
IASTH	Inter-American Society for Tropical Horticulture
NSHMBA	National Society of Hispanic MBAs
BIO	Biotechnology Industry Organization
NAFSA	National Association of International Educators

PROFESSIONAL DEVELOPMENT (Conferences, Training & Seminars)

- Advanced Financial Analysis Strategies – LORMAN (Seminar)
- 5 Principles for Successful Design-Build Projects – LORMAN (Seminar)
- USDA's New Deans' Workshop – USDA/CSREES-NIFA – (Workshops)
- Preparedness and Response to Agricultural Terrorism (Tt Level) - DHHS – (Training)
- Indirect Cost Fundamentals – THOMPSON – (Workshop)
- Time and Efforts Reporting Policies – THOMPSON – (Workshop)
- Federal Cash Management – THOMPSON – (Workshop)
- Understanding the Construction Bidding Process – LORMAN – (Training)
- Managing Construction Projects - LORMAN – (Training)
- Public Contracts and Procurement Regulations – LORMAN – (Workshop)
- Advanced Excel and Spreadsheets – ROCKHURST UNIV. (Training)

- OMB Circulars & Legislative Overview for Land-Grant Institutions – NASULGC – (Workshop)
- Writing Policies and Procedures – LORMAN – (Training)
- Human Resources and the Law – LORMAN – (Seminar)
- 1890's Biotechnology Communications Strategies –NASULGC – (Workshop)
- Facilities and Administrative Cost Rates Calculation Workshop – NACUBO – (Workshop)

OTHER PROFESSIONAL ACHIEVEMENTS

- (2007) **Construction Compliance Certificate**
LORMAN Education Services
- (2004) **Grant Reviewer**
USDA International Grant. Washington, DC
- (1998) **Graduate Teaching Certificate**
Office of Instructional Resources. University of Illinois. Urbana-Champaign, IL
- (1991) **Certified Public Engineer**
Secretariat of Public Education of México. General Director of Professions. México, D.F.

PUBLICATIONS

Ph.D. Thesis (2000)

"Genetically Modified Seeds Adoption Effects Assessment on the Illinois Vegetable Growers Competitive Behaviors and the Industry's Dynamics of Competition".

University of Illinois at Urbana Champaign, Department of Natural Resources and Environmental Sciences.

M.S. Thesis (1995)

"Effects of Preparation and Storage on Gelled Medium Water Status and *in vitro* Growth of Cranberry (*Vaccinium macrocarpon*) and Grape (*Vitis vinifera* L.) Cultures".

University of Illinois at Urbana-Champaign, Department of Horticulture. Urbana, IL.

Abstract (1995)

IN VITRO BIOLOGY (Vol. 31, March 1995) **"Effects of Preparation and Storage on Gelled Medium Water Status and *in vitro* growth of Cranberry (*Vaccinium macrocarpon*) and Grape (*Vitis vinifera* L.) Cultures".** J.U. TOLEDO, M.A.L. Smith, L. Art Spomer, and D. Madhavi. Dept. of Horticulture. University of Illinois. Urbana, IL.

Abstract (1993)

Prepared for the ASHS Conference 1993. **"Light Influence on *in vitro* Anthocyanin Production of three Cranberry (*Vaccinium macrocarpon*) Cultivars".** J.U. Toledo, M.A.L. Smith, and L. Art Spomer. Department of Horticulture. University of Illinois. Urbana, IL.

B.S. Thesis (1991)

"Study of the Agronomic and Industrial Characteristics of a Native Wild Grape (*Vitis tiliifolia* H&B) grown on the Southwest Region of México". ["Estudio de las Características Agronómicas con fines Industriales de la Uva Silvestre (*Vitis tiliifolia* H&B) en la Región Sureste –Río Balsas – de México."]. Universidad Autónoma Chapingo. Chapingo, México. Department of Food Science and Agricultural Engineering [Departamento de Industrias Agrícolas].

REFERENCES AVAILABLE UPON REQUEST

Vice Chancellor for Research

Southern University Agricultural Research & Extension Center

Job Description Summary

The Vice Chancellor for Research is responsible for assisting the Southern University Agricultural Research & Extension Center (SUAREC) Chancellor-Dean in promoting and expanding the research mission of the Center and the College of Agricultural, Family and Consumer Sciences (CAFCS) by increasing and supporting scholarly activities of faculty and students, and developing strategic partnerships with other institutions of higher education, government, and industry, while promoting shared responsibility, compliance, and research integrity. Specifically, the Vice Chancellor for Research assists faculty members in their research endeavors, encourages interdisciplinary activities across the campus, and provides support for new programs and initiatives. In addition, the Vice Chancellor for Research will work with Southern University System officials, state officials, and federal officials to ensure that research being conducted is done so in a compliant and responsible manner.

The Vice Chancellor for Research is responsible for the administration, operations, and supervision of the SUAREC Research Station and accompanying farms, and its staff, research activities, and projects. The Vice Chancellor is also responsible for the administrative oversight of the operations and maintenance of the facilities and experimental equipment associated with the research station. The successful candidate will assist researchers in securing funds for applied research activities, develop and enhance partnerships, as well as collaborate with other institutions, industry, and state and federal agencies (e.g., United States Department of Agriculture [USDA], the Louisiana Department of Agriculture, and the Louisiana State University Experiment Station).

The Vice Chancellor for Research is a full-time, 12-month position and reports directly to the Chancellor-Dean.

Specific Duties

The Vice Chancellor for Research will provide dynamic leadership for articulating and implementing a shared vision for research and will be a leader in addressing the state and national issues of compelling interest to the research community. More specific responsibilities include by are not limited to:

- Promote and expand the research mission of the University by increasing and supporting scholarly activities of faculty, students and partners/collaborators.
- Provide leadership for strategic planning and prioritizing of research needs.
- Provide leadership and guidance to faculty through collaboration and development of professional enhancement programs to assist in seeking and obtaining extramural funding.

- Provide the day-to-day leadership of the SUAREC Research Station.
- Develop and maintain an electronic repository of research activities and projects of faculty, staff, student and collaborators.
- Coordinate preparation of the five-year plans of work required by the USDA and the Evans-Allen research plans of work, as required by the Southern University Agricultural Research & Extension Center.
- Prepare annual reports of progress on research projects.
- Communicate funding opportunities and deadlines to faculty in an effective manner
- Provide data and reports related to research programs and efforts to various internal and external groups and constituents, both internal and external.
- Provide leadership to ensure up-to-date information is available to stakeholders, faculty, and others through a variety of communications, such as a Web presence and publications.
- Ensure that Responsible Conduct for Research Compliance (RCR), Civil Rights Compliance and other compliance mandates are met by the University by providing oversight and making recommendations as needed.
- Actively engage with and develop relationships with funding agencies, program managers, industry, commodity groups, and other stakeholders.
- Other duties may be assigned.

Minimum Qualifications

Must have an earned Ph.D. in an agricultural-related field from an accredited institution in an area of biological, agricultural, animal food sciences, or human sciences is preferred. A minimum of 10 years of experience as an administrator is required. The successful candidate will have strong written and oral communication skills and experience in working with diverse clientele and organizations.

A strong record of achievement in research project management; demonstrated administrative skills and/or experience; possess a strong record of obtaining extramural funding as a principal investigator; demonstrated leadership, commitment to diversity, sound judgment, and the ability to interpret and administer policies; excellent interpersonal communication and effective organizational skills; and the ability to meet eligibility requirements to work in the United States at the time of the appointment is scheduled to begin and continue working legally for the proposed term is required.

Demonstrable experience interacting with faculty, staff, students, and external constituents. Ability to work with a culturally, racially, and gender diverse work team. Must possess excellent written and verbal communications skills and the ability to communicate technical concepts and ideas to individuals and groups. Familiarity with internet and web-based applications is desirable.

Supervisory Responsibilities

This position supervises the areas of the Research Station, Sponsored Programs, and Grants and Contracts of the SUAREC.

Other Qualifications

Must be able to attend meetings and other work-related events and activities; and travel to attend state, regional, and national conferences and workshops as appropriate.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and reach with hands and arms. The employee is frequently required to stand and walk. Specific vision abilities required by this job include ability to adjust focus.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.

How to Apply:

Send a letter of application, curriculum vita, and three references, and Southern University employment application to:

Mrs. Lisa M. Williamson
Southern University Ag Center
PO Box 10010
Baton Rouge, LA 70813
Email: lisa_williamson@suagcenter.com

Note:

A deadline for applications is needed.

Southern University Agricultural Research and Extension Center is
an equal opportunity/affirmative action employer

June 24, 2021

Orlando F. McMeans, Ph.D.
Chancellor-Dean
Southern University Agricultural Research & Extension Center
181 B.A. Little Drive
Southern University
Baton Rouge, LA 70813

Dear Chancellor McMeans,

The main purpose of this letter is to express my interest in the position of Vice Chancellor for Research at the Southern University's **Agricultural Research and Extension Center (SUAGC)**.

I am extremely impressed with the level of quality and relevance in terms of the research, academic, and extension programming offered by the Southern University Agricultural Research and Extension Center and the College of Agricultural, Family and Consumer Sciences. Most of the SUAGC areas are highly congruent with my areas of expertise and professional experiences, including Sustainable Agricultural Systems; Nutrition & Health; Family & Human Development; Urban Forestry & Natural Resources; Youth Development; and Economic & Community Development. Also, in the academic space, the College of Agricultural, Family and Consumer Sciences has an attractive portfolio aligned with my academic expertise and professional interests, including Agricultural Sciences, Family and Consumer Sciences and Urban Forestry.

Leading research endeavors at the SUAGC is a very attractive professional opportunity for me as it is aligned with my acumen, experience, and professional goals.

Along with this cover letter, please find a completed application and an updated version of my *Curriculum Vitae* for your perusal. As you will see, I have amassed a proven record of hard work and success in rebuilding and growing the area of Land-Grant program at my current institution.

I look forward to speaking with you at your earliest convenience about an opportunity of engaging in this position and further contribute in continue elevating SUAGC to the next level of excellence.

Sincerely,



Jose U. Toledo, Ph.D.

Vice President for Research and Public Service
Dean and Director of Land-Grant Programs

**BOARD OF
SUPERVISORS**

Atty. Domoine D. Rutledge- Ex Officio
SOUTHERN UNIVERSITY BOARD OF SUPERVISORS
(Following Personnel Committee)
Friday, July 16, 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. Special Presentation
 - A. Above and Beyond Award
 - B. Introduction of the 2021-2022 SU Presidential Fellows
6. Action Items
 - A. Approval of Minutes of the June 18, 2021 SU Board of Supervisors
 - B. Approval of Committee Reports and Recommendations
 - C. Request Approval to Amend and Restate Management Agreement between SUBR and Baton Rouge Student Housing, LLC (SUBR)
 - D. Request Approval of Proposed Memorandum of Understanding between Southern University Law Center and LJB Enterprises, LLC to Develop Finance, Develop and Manage a Mixed-Use Parking Garage. (SULC)
 - E. Request Approval for Memorandum of Agreement (MOA) between Southern University at New Orleans and West Chester University of Pennsylvania (SUNO)
 - F. Request Approval for Memorandum of Understanding between SULC and Charles Winnsboro Corporation (SULC)

G. Request Approval for Memorandum of Understanding between Southern University Law Center and International STEM League (SULC)

H. Request Approval for Memorandum of Understanding between the Southern University Law Center and the Fulton County Solicitor's Office. (SULC)

I. Resolutions

7. Informational Items

A. Legislative Updates

B. Marijuana Update

C. System President's Report

D. Campus Reports

8. Other Business

9. Adjournment

**Southern University and A&M College System
BOARD OF SUPERVISORS MEETING**

Friday, June 18, 2021

Southern University at New Orleans

Millie Charles School of Social Work Auditorium

6803 Leon C. Simon Dr.

New Orleans, LA 70128

9:00 AM

MINUTES

The meeting of the Southern University Board of Supervisors was called to order by Board Chair Atty. Domoine Rutledge. The invocation was given by Board Member Myron Lawson and the pledge was led by Dr. James Ammons, Chancellor of Southern University at New Orleans.

PRESENT

Atty. Domoine Rutledge, Mr. John Barthelemy, Mr. Sam Gilliam, Mr. Myron Lawson, Ms. Christy Reeves, Mrs. Ann A. Smith, Dr. Leon R. Tarver II, Dr. Rani Whitified, and Ms. Arlanda Williams

ABSENT

Atty Jody Amedee, Dr. Leroy Davis, Mr. Raymond Fondel, Mr. Richard Hilliard, Atty. Edwin Shorty, and Rev. Samuel Tolbert

Swearing in and Induction of 2021 – 2022 New Student Board Member

Kevin Taylor-Jarrell II was sworn in by Attorney Brandon Decuir as the student member to the SU Board of Supervisors for 2021 – 2022. Taylor-Jarrell was accompanied by his parents Tracey Taylor-Jarrell and Kevin Taylor-Jarrell. Kevin is the Student Government Association president at SUBR.

ACADEMIC AFFAIRS COMMITTEE

Friday, June 18, 2021

Southern University at New Orleans
Millie Charles School of Social Work Auditorium
6803 Leon C. Simon Dr.
New Orleans, LA 70128
9:00 AM

MINUTES

Board Chair Atty. Domoine Rutledge announced the convening of the Academic Affairs Committee. Academic Affairs Committee Chair Mrs. Ann Smith called the committee meeting to order.

AGENDA ITEM 4: ROLL CALL

Present: Mr. Sam Gilliam, Mr. Myron Lawson, Ms. Christy Reeves, Dr. Leon R. Tarver II, and Atty. Domoine Rutledge

Absent: Dr. Leroy Davis,

AGENDA ITEM 5: ADOPTION OF THE AGENDA

Upon the motion and seconded the agenda was recommended for adoption.

Motion passed.

AGENDA ITEM 6: SPECIAL PRESENTATION

A. AEP Swepeco Check Presentation for STEM Programs (SUSLA)

Chairman Atty Rutledge acknowledged Chancellor Rodney Ellis who introduced Ms. Stephanie Rogers, the chief compliance officer. She mentioned The American Electric Power (AEP) Foundation presented a \$250,000 award to Southern University Shreveport (SUSLA). She gave a summary of the grant. She welcomed Mr. Michael Corbin, Manager of external affairs at AEP Swepeco in North Louisiana. He acknowledged and thanked everyone for allowing him to be there. He gave brief remarks.

Atty Rutledge thanked Mr. Corbin for their donation. There was a photo op with the check.

ACTION ITEM 7: PUBLIC COMMENTS

NONE

ACTION ITEM 8: ACTION ITEM(S)

There was a global motion by Dr. Leon Tarver and second by Mr. Myron Lawson to approve in global (action items 8A – 8B)

Motion approved.

- A. Request Approval of the College of Agriculture, Family and Consumer Sciences Proposal to Establish a New Online Degree Program in “Hospitality and Food Industry Leadership” (SUBR)

Dr. Sahoo introduced Ms. Tracy Barley who gave a brief summary of the New Online Degree program.

- B. Request to Approve Memorandum of Understanding Between Southern University New Orleans and Bayou Community Academy (SUNO)

Dr. Ammons gave a brief summary.

ACTION ITEM 9: OTHER BUSINESS

ACTION ITEM 10: ADJOURNMENT

Motion was made to adjourn the meeting. The meeting was adjourned.

ATHLETICS COMMITTEE
(Following Academic Affairs Committee)
Friday, June 18, 2021

Southern University at New Orleans
Millie Charles School of Social Work Auditorium
6803 Leon C. Simon Dr.
New Orleans, LA 70128
9:00 AM

MINUTES

Board Chair Atty. Domoine Rutledge announced the convening of the Athletics Committee. Chair Mr. John Barthelemy called the committee meeting to order.

Present: Dr. Rani Whitfield, Mr. Myron Lawson, Mrs. Ann Smith, and Atty. Domoine Rutledge.

Absent: Atty Jody Amedee and Atty Edwin Shorty

AGENDA ITEM 3: ADOPTION OF THE AGENDA

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

Motion passed.

AGENDA ITEM 4: PUBLIC COMMENTS

NONE

AGENDA ITEM 5: ACTION ITEM(S):

Motion was made by Mr. Myron Lawson and second by Dr. Rani Whitfield to approve Action Items (5A – 5D) in global.

Motion Approved.

A. Request Approval of Contract Extension for Athletic Director (SUBR)

B. Request Approval of Contract for SU Baseball Coach (SUBR)

AD Banks Introduced Coach Crenshaw the new SU Baseball Coach. Coach Crenshaw gave brief remarks and thanked everyone for their support. Atty Rutledge acknowledged and congratulated Coach Crenshaw for all his hard work during the season. Board Members picture with the new coach.

C. Request Approval of Salary Adjustments for the following Athletic Personnel

Name	Position/Campus	Salary	Funding Source
1. Trayvean Scott	Deputy Athletic Director Additional Duties (SUBR)	\$128,450.00	State
2. Rodney Kirschner	Senior Associate Athletic Director/ SID Director of Media Relations Additional Duties (SUBR)	\$83,585.00	State

D. Request Approval for Salary Adjustments in Accordance with NCAA Gender Equity Requirements

Name	Position/Campus	Salary	Funding Source
1. Ajeanne Dillon	Director of Student Athletic Academic Services Gender Equity Adjustment (SUBR)	\$65,165.00	State
2. Aretha Hunt	Assistant Athletic Director for Ticket Sales Gender Equity Adjustment (SUBR)	\$69,697.00	State
3. Karmen King	Associate Athletic Director for Student Services Gender Equity Adjustment (SUBR)	\$69,697.00	State
4. Ajohnee Rodney	Athletics Chief of Staff Gender Equity Adjustment (SUBR)	\$70,697.00	State
5. Lashonda Stirgus	Athletics Chief Financial Officer/SWA Gender Equity Adjustment (SUBR)	\$86,250.00	State

AGENDA ITEM 6: OTHER BUSINESS

None

AGENDA ITEM 7: ADJOURNMENT

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

The Meeting was Adjourned.

FACILITIES AND PROPERTY COMMITTEE

(Following Athletics Committee)

Friday, June 18, 2021

Southern University at New Orleans
Millie Charles School of Social Work Auditorium
6803 Leon C. Simon Dr.
New Orleans, LA 70128
9:00 AM

MINUTES

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

Present: Mr. John Barthelemy, Mr. Myron Lawson, Dr. Leon Tarver II, Ms. Arlanda Williams, and Atty. Domoine Rutledge.

Absent: Mr. Richard Hilliard

AGENDA ITEM 3: ADOPTION OF THE AGENDA

Upon the motion by Mr. John Barthelemy and seconded by Mr. Myron Lawson the agenda was recommended for adoption.

Motion passed.

AGENDA ITEM 4: PUBLIC COMMENTS

NONE

AGENDA ITEM 5: INFORMATIONAL ITEM:

A. Facilities Planning Project Updates (SUS)

Facilities Update was presented by Mr. Maurice Pitts, Executive Director and Interim Director of Facilities Planning. He gave a brief update on funding for projects that will be approved. He mentioned there were some updates in the packet which is the document report for the SU System campuses, which indicates continuous progress of site and building construction, renovations and building upgrades for your files.

He also gave some additional information for each campus. Mr. Pitts asked for any questions or comments.

Mr. Sam Gilliam thanked Mr. Pitts for visiting Shreveport, LA campus. He asked him to give details of the roof renovation and discuss the Metro Center elevator. He also asked Mr. Pitts to keep him informed on all projects on the SUSLA campus.

Dr. Rani Whitfield thanked Mr. Pitts for the outstanding update and commended him on a phenomenal job.

AGENDA ITEM 6: OTHER BUSINESS.

NONE

AGENDA ITEM 7: ADJOURNMENT

Motion by Ms. Arlanda Williams and second by Mr. Sam Gilliam to adjourn the meeting.

Meeting was adjourned.

FINANCE COMMITTEE

(Following Facilities and Property Committee)

Friday, June 18, 2021

Southern University at New Orleans
Millie Charles School of Social Work Auditorium
6803 Leon C. Simon Dr.
New Orleans, LA 70128
9:00 AM

MINUTES

Board Chair Atty. Domoine Rutledge announced the convening of the Finance Committee. Chair Dr. Leon Tarver called the committee meeting to order.

Present: Mr. Sam Gilliam, Mr. Myron Lawson, Dr. Rani Whitfield, and Atty. Domoine Rutledge.

Absent: Mr. Richard Hilliard and Atty Edwin Shorty

AGENDA ITEM 3: ADOPTION OF THE AGENDA

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

Motion passed.

AGENDA ITEM 4: PUBLIC COMMENTS

NONE

AGENDA ITEM 5: ACTION ITEM(S):

Motion was made by Mr. Myron Lawson and second by Dr. Rani Whitfield to approve Action Items 5A (1-6) in global.

Motion Approved.

- A. Ratification of Fiscal Year 2020-2021 Budget Adjustment (BA-7) for the Southern University System:
1. Southern University Board of Supervisors
 2. Southern University Baton Rouge (SUBR)
 3. Southern University Law Center (SULC)
 4. Southern University New Orleans (SUNO)

5. Southern University Shreveport (SUSLA)
6. Southern University Agricultural Extension and Research Center (SUAREC)

AGENDA ITEM 6: INFORMATIONAL ITEM

- A. Finance Update
 1. Interim Financial Reports

The financial report for Fiscal year Ending June 30, 2021 as of May 31, 2021, was provided by Mr. McClinton for all campuses Mr. McClinton mentioned “the detailed information is provided in the board packet for each campus. He also mentioned he monitors the expenditures monthly and he also make sure we are in line with the revenue projections. All Campuses are in balance. Mr. McClinton mentioned he would entertain any questions from the members regarding the interim financial report.

Mr. Sam Gilliam inquired about the Cares Act \$ that SUSLA received.

AGENDA ITEM 7: OTHER BUSINESS

None

AGENDA ITEM 8: ADJOURNMENT

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

Meeting was adjourned.

GOVERNANCE COMMITTEE

(Following Finance Committee)

Friday, June 18, 2021

Southern University at New Orleans
Millie Charles School of Social Work Auditorium
6803 Leon C. Simon Dr.
New Orleans, LA 70128
9:00 AM

MINUTES

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

Present: Mr. Sam Gilliam, Ms. Christy Reeves, Dr. Leon R. Tarver II, and Atty. Domoine Rutledge

Absent: Atty Edwin Shorty and Atty Jody Amedee,

AGENDA ITEM 3: ADOPTION OF THE AGENDA

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

Motion passed.

AGENDA ITEMS 4: PUBLIC COMMENTS

NONE

AGENDA ITEM 5: ACTION ITEM(S)

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

Motion Approved.

- A. Request Approval for Research Financial Conflict of Interest Policy (SUBR)
- B. Request Approval of Instructional Faculty Policy (SULC)
- C. Request Approval of SUSLA Institutional Policies in Compliance with Safety Audit Requirements (SUSLA)
 - 1. Request Approval for General Safety Policy (SUSLA)
 - 2. Request Approval for Property Control and Purchasing Policy (SUSLA)

3. Request Approval for Authorized Driver Policy (SUSLA)
 4. Request Approval for Bonds, Crime, Property and Security Policy (SUSLA)
 5. Request Approval for Key Control Policy (SUSLA)
 6. Request Approval for Blood-Borne Pathogen Policy (SUSLA)
-
6. Other Business - None
-
7. Adjournment
Motion by Mr. Sam Gilliam and second by Dr. Tarver and Ms. Christy Reeves to adjourn the meeting.

Meeting was adjourned.

PERSONNEL AFFAIRS COMMITTEE

(Following Governance Committee)

Friday, June 18, 2021

Southern University at New Orleans
Millie Charles School of Social Work Auditorium
6803 Leon C. Simon Dr.
New Orleans, LA 70128
9:00 AM

MINUTES

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

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

Absent: Atty Jody Amedee

AGENDA ITEM 3: ADOPTION OF THE AGENDA

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

Motion passed.

AGENDA ITEMS 4: PUBLIC COMMENTS

NONE

AGENDA ITEM 5: ACTION ITEM(S)

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

Motion was approved.

Action Items

- A. Request Approval of Faculty Salary Adjustments
 - 1. SUBR
 - 2. SUNO
 - 3. SULC
 - 4. SUSLA
 - 5. SUAREC

B. Request Approval of Staff Salary Adjustments

1. SU System
2. SUBR
3. SULC
4. SUSLA
5. SUAREC
6. SUNO

C. Request Approval of the Appointment of the Executive Vice-Chancellor for Academic Affairs and Provost (SUBR)

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

Name	Position/Campus	Salary	Funding Source
1. Linda Antione	Director of Purchasing Salary Adjustment (SUBR)	\$85,000.00	State
2. Genara Freeman-Morris	Career Services Counselor New Appointment (SULC)	\$72,000.00	State
3. Renita Marshall	Vice-Chancellor of Academics and Student Support/ Associate Dean College of Ag, Family and Consumer Sciences Salary Adjustment/Additional Duties (SUAREC/SUBR)	\$146,650.00	Federal/State
4. Monica Mealie	Associate Vice Chancellor for Financial Operations/Comptroller Salary Adjustment (SUBR)	\$130,000.00	State
5. Catherine Miles	Associate Vice-President for Financial and Treasury Services Salary Adjustment (SUS)	\$140,000.00	State
6. Grady Patterson	Associate Comptroller for Administration and Finance New Appointment (SUNO)	\$68,000.00	State
7. Melanie Rey	Career Services Counselor New Appointment (SULC)	\$72,000.00	State
8. Jessica Sparks-Johnson	Academic Counselor and Instructor and Coordinator of Legal Analysis & Writing Additional Duties (SULC)	\$93,000.00	State
9. Michael Stubblefield	Vice-Chancellor for Research and Sponsored Programs Salary Adjustment (SUBR)	\$136,000.00	State
10. Ahvery Thomas	Career Services Counselor New Appointment (SULC)	\$72,000.00	State

E. Request Approval for Unpaid Sabbatical Request for Professor Adam Crepelle (SULC)

AGENDA ITEM 6: INFORMATIONAL ITEM

1. Update of Human Resources Processes
 - a. Hiring and Onboarding
 - b. Transfers and Terminations

Attorney Tracy Woods gave a presentation on the Human Resource Process. She is available for questions.

Chairman Atty Domoine Rutledge thanked Atty Woods for presentation. He commented that he requested this presentation because there is too many processes with paper, etc. He is requesting “How to improve the system process” He is requesting that 2021 be the year to improve the process and have a uniform approach to automate the system so it is better. Again, he is requesting information on the process. Requesting Atty Woods to report back to the Board in August or September with all the information.

Dr. Tarver recommend hiring an outside consultant firm to assist with new ways to improve the process. There must be an automated way.

There were additional comments and recommendations from Ms. Arlanda Williams (Adobe Sign for documents to decrease time for signing documents) and Mr. Myron Lawson.

Dr. Belton acknowledge the work of Atty Woods. He mentioned, “the process has improved but there is a lot more to do. The system is committed to do it.”

Mr. Sam Gilliam asked Chairman Rutledge if this could be discussed at the retreat?

Chairman Rutledge agreed and requested Atty Woods be available and ready to discuss at the retreat.

Attorney Woods thanked everyone for the recommendations and comments.

AGENDA ITEM 7: OTHER BUSINESS

NONE

AGENDA ITEM 8: ADJOURNMENT

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

Meeting was adjourned.

RECRUITMENT AND ADMISSIONS COMMITTEE

(Following Personnel Affairs Committee)

Friday, June 18, 2021

Southern University at New Orleans

Millie Charles School of Social Work Auditorium

6803 Leon C. Simon Dr.

New Orleans, LA 70128

9:00 AM

MINUTES

Board Chair Atty. Domoine Rutledge announced the convening of the Recruitment and Admissions Committee. Chair Ms. Christy Reeves called the committee meeting to order.

Present: Mr. Sam Gilliam, Ms. Ann Smith, Mr. Kevin Taylor-Jarrell II, Ms. Arlanda Williams, and Atty Domoine Rutledge

Absent: Mr. Richard Hilliard

AGENDA ITEM 3: ADOPTION OF THE AGENDA

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

Motion passed.

AGENDA ITEMS 4: PUBLIC COMMENTS

NONE

AGENDA ITEM 5: INFORMATIONAL ITEM

A. Fall 2021: An overview of Registration Processes, Enrollment Projections and Housing Implications (if applicable)

1. SUBR – Presentation by Dr. Jacqueline Preastley
2. SUNO – Presentation by Dr. Adriel Hilton
3. SUSLA – Presentation by Dr. Melva Williams
4. SULC – Presentation by Chancellor Pierre

Each campus representative made a presentation on behalf of their campus. They were each available for questions.

There were questions and comments from Board Members Ann Smith, Arlanda Williams, Myron Lawson, and Dr. Leon Tarver, Kevin Taylor-Jarrell II and Atty Domoine Rutledge.

Based on conversation, there will need to be additional conversation in later board meetings or maybe retreat with updates from each campus.

AGENDA ITEM 6: OTHER BUSINESS

NONE

AGENDA ITEM 7: ADJOURNMENT

Motion by Mr. Sam Gilliam and second by Ms. Arlanda Williams to adjourn the meeting.

Meeting was adjourned.

SOUTHERN UNIVERSITY BOARD OF SUPERVISORS

(Following Recruitment and Admissions Committee)

Friday, June 18, 2021

Southern University at New Orleans
Millie Charles School of Social Work Auditorium
6803 Leon C. Simon Dr.
New Orleans, LA 70128
9:00 AM

MINUTES

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

PRESENT

Atty. Domoine Rutledge, Mr. John Barthelemy, Mr. Sam Gilliam, Mr. Myron Lawson, Ms. Christy Reeves, Mrs. Ann A. Smith, Dr. Leon R. Tarver II, Mr. Kevin Taylor-Jarrell II and Dr. Rani Whitified and Ms. Arlanda Williams

ABSENT

Atty Edwin Shorty, Atty Jody Amedee, Dr. Leroy Davis, Mr. Raymond Fondel, Mr. Richard Hilliard, and Rev. Samuel Tolbert

AGENDA ITEM 3: ADOPTION OF THE AGENDA

Upon the motion by Mr. John Barthelemy and seconded by Dr. Leon Tarver the agenda was amended to delete Items 5B and 5C to be presented at a later board meeting. The amended agenda was recommended for adoption.

Motion passed.

AGENDA ITEMS 4: PUBLIC COMMENTS

NONE

AGENDA ITEM 5: SPECIAL PRESENTATIONS

A. Above and Beyond Award

Dr. Ammons introduced Mr. Derrick James who is the Director of the Physical Plant. Mr. Derrick James acknowledge Ms. Amanda Washington who is his assistant. He acknowledged her for her hard work. He mentioned, "she goes above and beyond in the department." He asked her to come and receive the award. Ms. Amanda Washington thanked Mr. James, The Southern University Board of Supervisors, and the Southern University at New Orleans for the award.

~~B. Recognition of Procter & Gamble~~

~~C. Check Presentation Ancient Egyptian Arabic Order Noble Mystic Shrine
HBCU Initiative (SUNO)~~

Motion was made by Dr. Rani Whitfield and second by Mr. Sam Gilliam that Action Item (5A – 5E) be approved in global.

Motion was approved.

AGENDA ITEM 6: ACTION ITEMS

- A. Approval of Minutes of the May 21, 2021, SU Board of Supervisors
- B. Approval of Committee Reports and Recommendations
- C. Cooperative Endeavor Agreement (CEA) between the Shreveport Memorial Library and Southern University Law Center (SULC)
- D. Request Approval for Memorandum of Understanding Between SULC and American Diabetes Association (SULC)
- E. Request Approval of Memorandum of Understanding between Radiant 7, Inc. and SUBR to support Artificial Intelligence and Machine Learning applications at SUBR (SUBR)

Motion was made and second to go into an executive session to discuss the annual evaluation of Campus Chancellors.

- F. Annual Evaluation of Campus Chancellors
(*Executive Session May be Required)
 - 1. Dr. James Ammons (SUNO)
 - 2. Dr. Rodney Ellis (SUSLA)
 - 3. Dr. Orlando McMeans (SUAREC)
 - 4. Atty. John Pierre (SULC)

Motion was made by Dr. Rani Whitfield and second by Ms. Arlanda Williams to reconvene with the meeting.

Motion Approved

G. Resolutions

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

- Bro. Houston Johnson, Jr.
- Atty James Edward Burks

- Mr. Vernon Johnnie Jordan, Sr.
- Mrs. Edith Rebecca “Becky” Nissen

Chairman Rutledge extended condolences to Ms. Arlanda Williams. Ms. Arlanda Williams thanked the board office for preparing the resolution and sending flower for her stepdad service. She and the family appreciate all the support and prayers.

Upon Motion from Dr. Rani Whitfield to approve the read resolutions and Mr. Myron Lawson second the motion.

Motion Approved.

AGENDA ITEM 7: INFORMATIONAL ITEMS

- A. Legislative Updates
Legislative update was provided by Dr. Robyn Merrick.
- B. Marijuana Update
Dr. Orlando McMeans asked to postpone the Marijuana update until July. Dr. Snowden could not be in attendance today to give the report.
- C. System President’s Report
Dr. Belton thanked everyone in attendance today. He appreciates everyone who made a presentation today on all items.
- D. Campus Reports - (See each report in detail in board office files)
 - Dr. Ammons presented brief report on behalf of SUNO.
 - Dr. Ellis presented brief report on behalf of SUSLA.
 - Dr. McMeans presented brief report on behalf of SUAREC.
 - Chancellor Pierre presented brief report on behalf of SULC.
 - Dr. Sahoo presented brief report on behalf of SUBR.

AGENDA ITEM 8: OTHER BUSINESS

Chairman Rutledge thanked everyone for their time today during the long meeting. He announced the Board Retreat will be in Lafayette, LA on August 19 – 21, 2021. The board office will be sending additional details closer to the meeting.

Chairman Rutledge asked the Board office to coordinate with president office and send emails to board members not present in reference to the president evaluations. He asked for a motion to adjourn.

AGENDA ITEM 9: ADJOURNMENT

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

Meeting was adjourned.



SOUTHERN UNIVERSITY AND A&M COLLEGE SYSTEM

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

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

FAX NUMBER
(225) 771-5522

July 2, 2021

Southern University System Board of Supervisors
Chairman, Domoine Rutledge
J.S. Clark Administration Building, 4th Floor
Baton Rouge, La 70813

RE: Amended and Restated Management Agreement between SUBR and Baton Rouge Student Housing, LLC

Dear Honorable Board Members:

If you recall, at the September 2020 Board meeting, you approved a Use Agreement between Southern University and A&M College and Baton Rouge Student Housing, LLC. that allowed Baton Rouge Student Housing to use its affiliation with Southern University in renaming the Palisades Apartments. Today I am requesting that the attached Amended and Restated Management Agreement be set on the Board's agenda for consideration and approval. The original agreement contained construction provisions that are no longer applicable. For ease of reference and review, I am also attaching a redline version of the agreement.

Please let me know if you have any questions or wish to discuss in greater detail.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ray L. Belton".

Ray L. Belton, Ph.D.
President-Chancellor
Southern University System

AMENDED AND RESTATED MANAGEMENT AGREEMENT

THIS AMENDED AND RESTATED MANAGEMENT AGREEMENT (this “Agreement”) is made as of _____, 2021 by and between SOUTHERN UNIVERSITY AND A & M COLLEGE AT BATON ROUGE (“SUBR”), and BATON ROUGE STUDENT HOUSING, L.L.C., a Louisiana limited liability company (“Owner”).

RECITALS

WHEREAS, SUBR and Owner previously entered into a Marketing Agreement dated as of September 1, 2003 (the “Original Marketing Agreement”) and now desire to amend and restate the Original Marketing Agreement as provided in this Agreement;

WHEREAS, SUBR is authorized by the statutes and laws of the State of Louisiana to enter into this Agreement with the consent and approval of the Southern University System;

WHEREAS, Owner is a single-member Louisiana limited liability company, wholly owned by Student Housing of America, Inc., a Georgia non-profit corporation (the “Member”), formed for the purpose of developing the Facilities (as hereinbelow defined);

WHEREAS, Owner has constructed and operates certain housing facilities located at 7804 Scenic Hwy, Baton Rouge, Louisiana 70807, consisting of fourteen buildings that contain approximately 564 beds/276 units for the purpose of providing residence and related facilities for (i) students enrolled at SUBR, (ii) faculty members of SUBR, and (iii) key personnel employed in the management or maintenance of the Facilities;

WHEREAS, Owner has entered into an Amended and Restated Management Agreement dated as of October 1, 2019 pursuant to which Asset Campus USA, LLC, as manager (the “Manager”) has agreed to act as managing agent of the Facilities; and

WHEREAS, SUBR has determined that the Facilities will provide much needed housing for SUBR, and, therefore, will promote the educational purposes of SUBR.

NOW THEREFORE, the parties desire to memorialize their understandings with respect to the Facilities pursuant to this Agreement.

In consideration of the foregoing and in further consideration of the anticipated benefits to SUBR and Eligible Residents and Tenants, Owner and the SUBR covenant and agree as follows:

Section 1. Definitions.

The following terms shall have the following meanings:

“*Affiliate*” means with respect to a designated Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such designated Person. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power

to direct or cause the direction of the management policies of such Person, whether through ownership of voting securities or by contract or otherwise.

“*Annual Budget*” means the annual budget for the Project, as approved by the Committee, showing all projected Gross Revenues and Annual Expenses on a monthly basis for any Fiscal Year, itemizing the proposed Occupancy Rentals, Annual Expenses, capital expenditures for repairs and deposits for reserves to be made during such Fiscal Year and shall provide for the charging of the minimum level of rent to provide for no negative Net Cash Flow (assuming reasonable vacancy losses and bad debt expense), and compliance with all financial covenants set forth in the Bond Documents and the other documentation relating to any Permitted Mortgage, for the funding of sufficient capital expenditures to the Project to comply with the Owner’s duties hereunder and under the Bond Documents and such other documentation as to maintenance and repair, and for the funding of reserves as required by the Bond Documents and such other reasonably required reserves as shall be approved by the Committee. Management fees shall not exceed six percent of Gross Revenues. All other Operating Expenses shall not exceed the amount reasonably necessary in the Project’s marketplace to operate a first class student housing facility.

“*Annual Expenses*” means, with respect to any Fiscal Year, (1) the sum of (a) Operating Expenses; (b) debt service on the debt secured by the Indenture and any Permitted Mortgage including (i) principal and interest to any Permitted Mortgagee, and (ii) any other fees or expenses in connection with or related to a Permitted Mortgage, including but not limited to, issuer fees, remarketing expenses, rating fees, credit enhancement expenses, trustee fees and expenses and other professional fees and expenses and any fees or expenses due to any Enhancement Provider under any Credit Facility and other related costs, (c) deposits for Reserve Amounts; and (d) fees under the Oversight Consulting Agreement; plus (2) any deficit in Net Cash Flow from the preceding Fiscal Year approved in the Annual Budget; plus (3) any other amounts due under the Bond Documents or any other documentation relating to a Permitted Mortgage.

“*Applicable Laws*” means all present and future laws, statutes, regulations, ordinances, codes, resolutions and orders of any Governmental Authority, other than SUBR Regulations.

“*Assignment of Contract Documents*” means the Assignment of Contract Documents dated as of September 1, 2003, between the Owner and the Trustee.

“*Award*” means any payment or other compensation received or receivable as a consequence of a Taking.

“*Bond Documents*” means the Loan Agreement, the Permitted Mortgage, the Assignment of Contract Documents, the Indenture, the Credit Facility, the Management Agreement and other instruments executed by Owner in connection with the Bonds, all as amended and supplemented from time to time.

“*Bonds*” shall mean the Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds, (Baton Rouge Student Housing, L.L.C. Project), Series 2003A and Series 2003B (the “2003 Bonds”) and all additional bonds issued under the Indenture.

“*Campus*” means the main campus of SUBR in Baton Rouge, Louisiana.

“*Campus Occupancy Report*” means a report of the information, projections or estimates of on-campus or other SUBR-sponsored housing prepared by SUBR.

“*Committee*” means the Board of Managers of the Owner.

“*Credit Facility*” means any policy of municipal bond insurance and any letter of credit issued to secure any Bonds or any other indebtedness secured by a Permitted Mortgage, and any amendments and extensions thereof.

“*Data/Voice System*” means data and voice communication systems in the Project, including telephone, cable television and internet service, comparable to and compatible with the data and voice communications systems provided to other SUBR facilities, and using the switches, routers and hubs maintained by SUBR on the Campus unless otherwise approved by SUBR.

“*Deposits*” means any security deposit, damage deposit, pet deposit or fee or charge payable by any Tenant as security for his or her obligations under any Housing Contract.

“*Effective Date*” means the effective date of this Agreement as set forth in the introductory paragraph hereof.

“*Eligible Residents*” means the following categories of residents, listed in order of priority (1) post baccalaureate and married students of SUBR, (2) faculty members of SUBR who are residing in the Facilities in connection with an established program of SUBR to provide enhanced educational benefits to students of SUBR; (3) key personnel employed in the management or maintenance of the Facilities, whose availability at the Facilities during non-working hours is deemed by Owner to be beneficial to its ability to operate and maintain the Facilities.

“*Enhancement Provider*” means a banking institution or nationally recognized insurer of municipal bonds which provides a Credit Facility for the benefit of the Holders (as defined in the Indenture) of the Bonds or any party succeeding to the Administrative Rights (as such term is defined in the Indenture) of an Enhancement Provider as provided in Section 302(e) of the Indenture.

“*Expiration Date*” means the scheduled expiration date of the Term of this Agreement.

“*Event of Default*” means any matter identified as an event of default under Section 8.

“*Facilities*” means all improvements constructed or to be constructed on the Land, including the complex of 15 buildings constructed on the Owned Land which include two hundred seventy-six (276) apartment units and a clubhouse and approximately four hundred and fifty parking spaces (450) and certain drainage facilities constructed on the Owned Land or the Servitude, the Data/Voice System and related facilities for use by Tenants as permitted under this Agreement.

“*Facility Equipment*” means all fixtures, furnishings, equipment, machinery and other personal property of Owner installed and used in connection with the operation of the Premises which are not permanently affixed to the Facilities.

“*Fall Semester*” means, with respect to any fall academic term of SUBR, such fall academic term commencing during the month of August of each year and ending during the month of December of such year.

“*Fiscal Year*” means the period commencing on July 1 of each calendar year during the term and ending on June 30 of the following calendar year.

“*Force Majeure*” means any (a) Act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard and other unusual or unseasonably adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, blockade, insurrection, riot or civil disturbance; (b) labor dispute, strike, work slowdown or work stoppage; (c) order or judgment of any Governmental Authority or delay by any Governmental Authority to issue building or occupancy permits within the time frame normally required by such Governmental Authority, if not the result of willful or negligent action of Owner; (d) adoption of or change in any Applicable Laws after the date of execution of this Agreement; (e) any wrongful acts or omissions by SUBR which cause delay or other damage; or (f) any other similar cause or similar event beyond the reasonable control of Owner.

“*Foreclosure*” means a foreclosure of any Permitted Mortgage or any conveyance in lieu of foreclosure of any Permitted Mortgage. SUBR shall have the right to be the purchaser at any Foreclosure of any Permitted Mortgage.

“*Governmental Authority*” means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit other than SUBR (federal, state, county, district, municipality, city or otherwise) whether now or hereafter in existence.

“*Gross Revenues*” means with respect to any Fiscal Year, all gross receipts of Owner from the Premises, computed on a cash basis and otherwise in a manner reasonably acceptable to SUBR and Owner, and as otherwise permitted by the Bond Documents, including all Occupancy Rentals, laundry and vending machine revenues, and any forfeited Deposits.

“*Hazardous Material*” means (a) any “hazardous waste” as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 691 et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any “hazardous substance” as

defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 691 et seq.), as amended from time to time, and regulations promulgated thereunder; (c) polychlorinated biphenyls; (d) underground storage tanks, whether empty, filled or partially filled with any substance, (e) any substance the presence of which on the Owned Land is prohibited by any governmental requirements; and (f) any other substance which by any Applicable Law requires special handling or notification of any Governmental Authority in its collection, storage, treatment or disposal.

“*Housing Contract*” means the lease or occupancy agreement between Owner and a Tenant for the rental of all or part of a housing unit (one (1) bed) in the Facilities, in the form provided by the Owner or the Manager.

“*Indenture*” means that Indenture of Trust, dated as of September 1, 2003, between the Issuer and the Trustee, as trustee, as amended and supplemented from time to time.

“*Institutional Investor*” means (a) any one or more of the following which has, either individually or in the aggregate, assets of \$10,000,000.00 or more or is a subsidiary of or under common control with any such entity: (i) any bank, savings and loan association, trust company or savings bank, whether chartered by a state or the United States; (ii) any insurance company organized under the laws of any state or the United States; (iii) any real estate investment trust; or (iv) any pension, retirement or welfare fund or trust supervised by a governmental authority of any state or the United States or any such fund or trust administered by an entity which is supervised by a governmental authority; or (b) a trustee acting on behalf of owners of bonds, debentures or other investment securities.

“*Land*” means the Owned Land and the Servitude.

“*Minimum Occupancy*” means occupancy of the Facilities based on signed leases of ninety-five percent (95%).

“*Net Cash Flow*” means, with respect to any Fiscal Year, Gross Revenues minus Annual Expenses for such Fiscal Year.

“*Occupancy Rentals*” means all rentals and fees paid by Occupants to occupy housing at the Facilities pursuant to the payment provisions of any Housing Contracts or other leases or occupancy agreements, but excluding any Deposits required thereunder.

“*Occupants*” means Eligible Residents, other students of SUBR, and, to the extent approved by tax counsel to the Member as not being inconsistent with the Members 501(c)(3) status, another institution of higher learning.

“*Operating Expenses*” means all costs (subject to the limitations set forth below and as set forth in the Bond Documents) that Owner incurs in any Fiscal Year or portion thereof in connection with the leasing, operation, maintenance, repair, replacement, and security of the Project, reasonably determined to be expense items rather than capital items in accordance with GAAP, including the following costs: (A) the cost of all water, sewer, gas and other utilities other than costs for telephone, electricity, and cable television

payable directly by Tenants; (B) the cost of all insurance required hereunder; (C) the cost of repairs, replacements, and general maintenance of the Facilities or Facility Equipment; (D) the cost of service or maintenance contracts with independent contractors for the operation, maintenance, repair, replacement, or security of the building (including alarm service, window cleaning, and elevator maintenance); (E) Taxes; (F) any lease payments made by Owner under any equipment leases permitted hereunder for any Facility Equipment; excluding, however, any costs, payments or disbursements that constitute capital expenditures under any equipment leases permitted hereunder; and (G) the cost to operate the Data/Voice System. Operating expenses shall not include depreciation or amortization or fees payable under the Oversight Consulting Agreement.

“*Oversight Consultant*” means Student Housing of America, Inc., a Georgia non-profit corporation, and its permitted assigns, including without limitation RHA Consulting and Management Services, Inc. in the event that the Oversight Consulting Agreement should be assigned to that entity.

“*Oversight Consulting Agreement*” means the Oversight Consulting Agreement entered into between the Owner and the Oversight Consultant.

“*Owned Land*” means the tract of approximately 7.922 acres of land, more particularly described in the Permitted Mortgage.

“*Owner*” means Baton Rouge Student Housing, L.L.C., a Louisiana limited liability company.

“*Owner’s Interest*” means Owner’s fee simple title to the Owned Land and the improvements thereon and Owner’s interest in the Servitude and improvements thereon (all subject to Permitted Encumbrances) and Owner’s interest in this Marketing Agreement.

“*Permitted Assignee*” means (a) any Permitted Mortgagee, any purchaser at a Foreclosure, or any other Person selected by a Permitted Mortgagee subsequent to a Foreclosure of a Permitted Mortgage, (b) any Affiliate of Owner or (c) any non-profit corporation approved by SUBR in its reasonable discretion and which has been formed for the purpose of serving as Owner hereunder and which has received a Letter of Determination issued by the Internal Revenue Service to confirm its status as an entity described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

“*Permitted Encumbrances*” means those easements, rights of way, restrictions and other matters affecting title to the Owned Land as of the Effective Date, as set forth in the Permitted Mortgage.

“*Permitted Mortgage*” means the Mortgage and Assignment of Rents and Leases, from the Owner for the benefit of the Trustee and its assignees, in connection with the issuance of the Bonds, and any other mortgage or security interest issued to secure the Bonds or any permitted refunding thereof or any Credit Facility therefor.

“*Permitted Mortgagee*” means, initially, the Trustee, and thereafter any holder of or indenture trustee for the debt secured by a Permitted Mortgage or beneficiary of the Permitted Mortgage that is either an Institutional Investor, an Enhancement Provider, a bank or trust company duly authorized to exercise trust powers in Louisiana (in the case of any such indenture trustee), any other Person approved by SUBR, or a transferee claiming by, through or under either of the foregoing, including, but not limited to, an entity created by the Permitted Mortgage to claim any and all rights of the Owner hereunder as a result of foreclosure or assignment under the Permitted Mortgage.

“*Person*” means an individual, a trust, an estate, a Governmental Authority, or a partnership, joint venture, corporation, limited liability company, company, firm or any other entity whatsoever.

“*Premises*” means, collectively, the Owned Land and the Facilities, and the leasehold interest of the Owner in the Servitude and any improvements located thereon, provided, however, that with respect to any provision hereof relating to the remedy or clean-up of environmental conditions on the Premises or compliance with environmental laws or Hazardous Materials detection, the term “*Premises*” shall be deemed to exclude the Servitude.

“*Project*” means, collectively, the Land, Facilities and Facilities Equipment for the 324 unit, 576 bed student housing facility located on the Owned Land, to be known as the Palisades or such other name as may be mutually agreed upon by SUBR and Owner during the Term of this Agreement, and the Owner’s leasehold interest in the Servitude and the improvements located or to be located thereon, which are contemplated to be limited to drainage and parking facilities.

“*Reserve Amounts*” means the amounts required to be established and funded pursuant to documents evidencing any loan or otherwise for debt service, operating and capital reserves, including without limitation any repair and replacement fund.

“*Semester*”/”*Semesters*” means the Fall Semester, Spring Semester and Summer Session, collectively referred to herein as Semesters and individually referred to herein as a Semester.

“*Servitude*” means the parking and drainage servitude in favor of the Owner encumbering a tract of approximately 4.002 acres of land.

“*Spring Semester*” means, with respect to any spring academic term of SUBR, such spring academic term commencing during the month of January of each year and ending during the month of May of such year.

“*Student Center*” means the building or room(s) and related facilities located on Campus and designated by SUBR from time to time as the student center for use by SUBR students as a lounge, central gathering place and other student activities permitted under SUBR Regulations.

“*SUBR*” means Southern University and A & M College at Baton Rouge and Southern University Law Center.

“*SUBR Regulations*” means all present and future rules, policies, procedures and regulations of SUBR pertaining to SUBR-sponsored student housing, SUBR facilities and property and student academic/social standing, behavior or conduct, including SUBR’s Student Code of Conduct, as amended from time to time, and all other regulations as set forth in SUBR’s publications or otherwise disseminated as official SUBR rules or policies pertaining to such matters; provided, however, such regulations shall not apply in a discriminatory fashion to the Project as opposed to other student housing, and shall not materially adversely affect the financial operations of the Owner. Owner shall have the right to dispute the applicability of any SUBR Regulation to the Project pursuant to the dispute resolution process.

“*SUBR Representative*” means one or more of the Persons designated and authorized in writing from time to time by SUBR to represent SUBR in exercising SUBR’s rights and performing SUBR’s obligations under this Agreement. The initial SUBR Representative shall be the Chancellor of SUBR.

“*SUBR Sponsored Housing*” means any apartment or dormitory style housing which SUBR has approved for use by SUBR students, faculty or staff, excluding student housing which is on Campus (regardless of who operates such on-Campus student housing, and regardless of whether it is leased to a third party or constructed by a third party on a portion of the Campus ground leased to it).

“*Summer Session*” means with respect to any summer academic term of SUBR, such summer academic term commencing during the month of June of each year and ending during the month of August of such year.

“*Taking*” means the acquisition, by condemnation, eminent domain or similar proceeding or by any sale or lien thereof, by or at the direction of any Governmental Authority or other Person with the power of eminent domain.

“*Taxes*” means all federal, state and local ad valorem or property taxes, general assessments, special assessments, personal property taxes, sales taxes, use taxes, rental taxes, excises levies, license and permit fees of any kind and other similar charges which are levied, assessed or imposed on or with respect to the Project or any Occupancy Rentals therefrom, and all taxes or similar charges imposed in substitution for any of the foregoing, excluding, however, income taxes and franchise taxes payable by Owner or Manager.

“*Tenants*” means Occupants who have entered into Housing Contracts with the Owner.

“*Term*” means the period commencing on the Effective Date hereof and ending on the first date after the issuance of the Bonds when all indebtedness evidenced by the Bonds, all obligations of the Owner to any Enhancement Providers or their successors in interest with respect thereto and all other amounts owed by the Owner under the Bond Documents have been fully paid.

“*Trustee*” means, initially, Bank of New York Trust Company of Florida, N.A., as trustee under the Indenture, and thereafter means any other trustee serving as indenture trustee under the Indenture or any other trust indenture securing indebtedness secured by a Permitted Mortgage.

Section 2. Referrals.

(a) ***Priority Referral to Facilities.*** SUBR shall refer Eligible Residents to the Facilities as follows:

(i) Each semester, SUBR shall refer Eligible Residents to the Facilities. In order to ensure that the Facilities will be fully occupied by Occupants, SUBR will not refer any Eligible Residents to any other SUBR Sponsored Housing Facility until (based on signed Housing Contracts) the Facilities have achieved Minimum Occupancy. SUBR shall notify the Eligible Residents of their referral to the Facilities by written notice in the form provided by the Owner or Manager. In order to insure that the Facilities will be fully occupied by either Eligible Residents or other Occupants, SUBR will not refer any Eligible Residents to any SUBR Sponsored Housing Facility other than the Facilities for any Semester until Minimum Occupancy is obtained for that Semester.

(ii) Notwithstanding the foregoing provisions of this Section 2, SUBR shall not be obligated to require any Eligible Resident to lease a unit in the Facilities. Thus, if any Eligible Resident rejects a referral to the Facilities, then SUBR may subsequently refer such Eligible Resident to another housing facility on or off the Campus.

(iii) Owner shall notify SUBR each Semester when the Facilities are sufficiently occupied to achieve the Minimum Occupancy for the applicable Semester. During each Semester, Owner shall every 2 months notify SUBR of any vacancies that occur at the Facilities in order to give SUBR an indication of the number of units that will need to be leased for the immediately succeeding Semester.

(b) ***Occupancy Rentals; Housing Contracts.*** Owner shall charge Occupancy Rentals to Tenants of the Facilities during each Fiscal Year at the rates set forth in the Annual Budget for such Fiscal Year. The Occupancy Rentals shall be established as shall be necessary to (i) assure maximum occupancy and use of the Facilities and the services related thereto; (ii) satisfy the applicable covenants contained in the Bond Documents, including the payment of the debt service on any debt secured by any Bond Documents, the Reserve Amounts and all other payments and charges required under the Bond Documents; and (iii) generate sufficient revenues for the payment of all other Annual Expenses.

(i) Owner shall arrange for each Tenant to execute and deliver to Owner a Housing Contract. Owner shall be entitled to amend the form of Housing Contract from time to time, in which event Owner shall deliver the amended form to SUBR for its consent, which shall not be unreasonably withheld.

(ii) SUBR will have no obligation to Owner if any Tenant fails to pay the Occupancy Rentals in accordance with the terms of its Housing Contract.

(iii) SUBR agrees to facilitate the assignment to Owner of the financial aid of any Occupant who is a student of SUBR, to pay for Occupancy Rentals, provided Owner obtains the Occupant's written consent for the assignment.

(iv) SUBR reserves the right to build, or cause to be constructed, any academic, athletic, or student housing on its Campus, whether owned and/or operated by SUBR or by a third party, and to assign its students to such facilities, subject to Section 2(a).

(c) ***SUBR Promotions.***

(i) SUBR shall actively promote and market the Facilities to Eligible Residents as an integral part of the overall housing program of SUBR in the following ways:

(1) Provide information regarding the Project on SUBR's website or a link to the Owner's and/or any Manager's website regarding the Project.

(2) Include a housing brochure (prepared by Owner) in all response mailings to prospective students seeking information about enrolling at SUBR.

(3) Include a housing brochure (prepared by Owner) in all mailings to student applicants which notify them of their admittance to SUBR.

(4) Provide Owner with a convenient space at no cost on the first floor of the Student Center for a project information booth, in a location and of a size and design mutually agreeable to the parties, and subject to all SUBR Regulations.

(5) Provide Owner upon request with a list of those students who have indicated an interest in living in SUBR-sponsored student housing, to the extent same is reasonably available or accessible to SUBR, which includes to the extent available their first and last name, classification, mailing address and telephone number.

(6) Allow Owner to use a reasonable number of signs, flags and banners provided by Owner on the Campus to market the Project.

(7) Incorporate information about the Project in all appropriate SUBR publications.

(8) Jointly with Owner organize an "open house" at the Project at the beginning of each Semester and invite all deans and faculty of SUBR.

(9) Permit the management staff for the Project to participate in all residence staff training programs and other similar programs made available to the staff of other housing facilities at SUBR.

(10) With the written approval of the referred Occupant, disburse directly to Owner the housing portion of such referred Occupant's financial aid award.

(11) Include the Project on the regularly scheduled bus route of Jag Tran, SUBR bus service.

(12) Make reasonable efforts to support and maintain a safe environment at the Facilities.

(13) Provide Project staff with copies of University Student Life materials, manuals, handbooks, policies and procedures so that maximum consistency may be provided.

(14) Provide for and allow residents of the Project the option of utilizing the on campus meal plan program, counseling and on-line library services afforded to on campus residents.

(15) Upon notification by any undergraduate students of SUBR that they do not elect to live on campus, SUBR shall refer them to the Facilities.

(ii) Owner shall cooperate in promoting and marketing the Project by causing the following actions to be taken, all at Owner's cost:

(1) Prepare a housing brochure which reflects the floor plans, amenities and benefits of the Project.

(2) Maintain an on-site leasing office at the Project.

(3) Prepare color mounted renderings of the Project for use by SUBR in its promotion and marketing of the Project.

(d) **Campus Occupancy Reports.** SUER shall use reasonable efforts to provide Owner with a report of the information, projections or estimates of SUBR-sponsored student housing, including the information described in this Section (the "Campus Occupancy Report"). The Campus Occupancy Report shall be a written report certified by the Director of Housing for SUBR as being true and correct and shall set forth the following:

(i) A list of all Occupants for the applicable Semester (including a listing of the name and address of each occupant);

(ii) A schedule showing the amounts of (1) the prepaid Occupancy Rentals and security deposits received by SUBR from all Tenants, (2) the Occupancy Rentals to be paid by the Tenants for the remainder of the applicable Semester, and (3) the Occupancy Rentals charged for other SUBR-sponsored student housing; and

(iii) Such other information or documents as Owner (or the Enhancement Provider) shall reasonably request in order for Owner (and the Enhancement Provider) to verify the referral of Eligible Residents to the Facilities. Notwithstanding the foregoing provisions of this Section to the contrary, SUBR shall not be obligated to include any of the foregoing information in a Campus Occupancy Report to the extent SUBR is precluded from disclosing such information by Applicable Laws.

(e) ***Dedication of Project to Occupants.*** Owner shall offer units in the Facilities for lease only to Occupants. Owner shall cooperate with SUBR in marketing the Facilities to Eligible Residents.

(f) ***Restriction on Other SUBR Sponsored Housing.*** SUBR covenants that it will not undertake or otherwise approve additional SUBR Sponsored Housing unless an independent consultant acceptable to the Trustee certifies that the Project is then at least ninety percent (90%) occupied by Occupants, and Owner has met the rate covenant set forth in Section 8.08 of the Loan Agreement for each of the two (2) preceding fiscal years of Owner.

Section 3. Payments to SUBR.

(a) ***Net Cash Flow.*** In consideration for the obligations and responsibilities of SUBR contained herein, SUBR shall receive, so long as the Indenture is in effect, all funds payable to SUBR from the Surplus Fund pursuant to Section 509 of the Indenture at the times and subject to the conditions stated therein.

(b) ***Replacement Reserve.*** During the Term, Owner will, subject to and in accordance with the provisions of the Indenture, monthly place in a separate account the monthly Replacement Reserve set out in the Annual Budget and in accordance with the Indenture. Except as otherwise set forth in the Indenture, such fund shall be used solely for scheduled capital repairs to the Facilities or Facility Equipment.

Section 4. Use of Premises.

(a) ***Purpose of Agreement.*** In consideration for the obligations and responsibilities of SUBR contained herein, Owner agrees that the Premises shall be used by Owner only for the purpose of leasing, operating, maintaining, repairing and replacing the Project to provide SUBR Sponsored Housing for Occupants in accordance with this Agreement, all Applicable Laws and all SUBR Regulations. Except as otherwise provided herein, the Owner shall not use the Project for any other purpose. Owner shall not cause or permit any waste of the Land, Facilities or Facility Equipment, or any public or private nuisance or illegal activities on the Premises. Owner shall at all times enforce any Management Agreement and all Housing Contracts in accordance with the terms thereof.

(b) ***Benefit of SUBR.*** Subject to Section 2(e), Owner shall lease and hold the Project for the support, maintenance or benefit of SUBR and Occupants, and the Project shall be leased for a purpose related to the performance of the public and school purposes, duties and functions of SUBR, specifically student housing, and subject to SUBR Regulations.

(c) ***Conveyance of Project.*** Upon the last to occur of (i) payment in full or defeasance of all of the Bonds and payment of all obligations of the Owner to any Enhancement Providers and (ii) the expiration or termination of this Agreement, however such expiration or termination may be brought about, Owner shall, at the sole discretion of SUBR, convey the Project in good working order and in a clean, safe and habitable condition, ordinary wear and tear, damage by a Taking or insured casualty excepted (subject to the terms hereof), (A) to SUBR, provided it elects in writing to accept such conveyance, (B) if SUBR does not elect in writing to accept such conveyance, to Southern University System Foundation, Inc., provided that it elects in writing to

accept such conveyance, and Cc) if neither SUBR nor such foundation elect in writing to accept such conveyance, to any organization described in Section 170(c)(1) or (2) of the Internal Revenue Code of 1986, as amended, which is designated as the recipient of such conveyance, by SUBR and which is willing to accept such conveyance. If either SUBR or such foundation do not elect in writing to accept such conveyance within ninety (90) days of being notified by the Borrower that the Borrower is required to make such conveyance to the notified party hereunder provided that the notified party elects to accept it, such notified party's right to elect to accept such conveyance shall terminate. Owner shall pay over to the party to whom it conveys the Project as aforesaid an amount equal to the aggregate amount of Deposits with respect to all Housing Contracts then in effect, and Owner shall cause the Manager to cooperate with such party in the orderly transition of all management and accounting matters. The provisions of this Section shall survive the expiration or termination of the Agreement.

Section 5. Maintenance, Repairs, Casualty Damage.

(a) **Repairs.** Throughout the Term of this Agreement, Owner shall keep and maintain, or cause to be kept and maintained, the Premises and all Facility Equipment located thereon in a good state of repair, in a clean and attractive condition and in compliance with all Applicable Laws and SUBR Regulations, damage caused by casualty, condemnation and Force Majeure excepted (subject to Owner's compliance with the terms of this Agreement relating to Force Majeure). All mechanical equipment shall be maintained in accordance with manufacturers' recommended maintenance requirements, and preventative maintenance and repair to all HVAC related systems shall be performed by manufacturers' certified personnel. The Premises shall be maintained free of litter and trash and shall comply with all Applicable Laws. All parking lots shall be kept clean, and all fire lanes, handicapped access and parking spaces shall be regularly striped. Landscaping will be maintained in good and live condition throughout the Term of this Agreement. SUBR shall have the right at reasonable times to make reasonable inspections of the Project during normal business hours with prior notice to Owner and Manager and make recommendations as to proper maintenance of the Project.

(b) **Renovations.** Owner shall have the right at any time and from time to time to do such alterations, renovations, repairs or replacements to any portion of the Facilities and/or the Facility Equipment as Owner determines is reasonably necessary in order to comply with the requirements of the Bond Documents, any Permitted Mortgage, this Marketing Agreement or the Management Agreement, subject to the prior approval of SUBR and the Enhancement Provider, if applicable, for major alterations, which shall not be unreasonably withheld.

(c) **Damage from Casualties.** Subject to the other terms of this Agreement, the Bond Documents and any Permitted Mortgage, in the event any portion of the Project is damaged by fire or otherwise, regardless of the extent of such damage or destruction, as soon as practicable thereafter, Owner shall arrange for all affected Tenants to receive a refund of a pro rata portion of paid Occupancy Rental pursuant to such Persons' Housing Contracts and in no event longer than ninety (90) days following the date of such damage or destruction, Owner shall commence the work of repair, reconstruction or replacement of the damaged or destroyed portions of the Project and prosecute the same with reasonable diligence until the same is substantially completed, so that the Facilities shall be restored to substantially the same size, function and value (without regard to physical depreciation) as the Facilities existing prior to the damage. All or any portion of the

insurance proceeds payable as a consequence of a casualty affecting the Facilities shall be deposited and disbursed in accordance with such loan documents or contractual agreements with Owner pending the completion of repairs to the Facilities. If the proceeds available under the insurance required hereunder (or which would be available if such insurance were provided) are insufficient, in the reasonable judgment of Owner, to permit restoration in accordance with the terms of this Agreement, or if payment of the insurance proceeds is contested or not settled promptly for any reason, then SUBR shall grant an appropriate extension of the time for commencing repairs to allow Owner to obtain reasonable replacement financing or to obtain the insurance proceeds. If Owner shall in good faith be unable to (a) obtain reasonable replacement financing to restore the Project to substantially the same size, function and value as the Facilities existing prior to the damage or (b) obtain the insurance proceeds then Owner may terminate this Marketing Agreement by written notice to SUBR. In the event of termination under this Section, this Agreement shall terminate ten (10) days after the date of such notice with the same force and effect as if such date were the date herein fixed for the expiration of the Term; provided, however, that subject to payment in full of all of the Bonds and all obligations to any Enhancement Provider (i) all remaining insurance proceeds and any undisbursed Gross Revenues on the date on which title to the Project is required to be conveyed to SUBR pursuant to Section shall be promptly paid to SUBR.

Section 6. Operation and Management of Facilities.

(a) **Management Agreements.** Owner shall be responsible for the leasing, management, operation and maintenance of the Land and Project in accordance with this Marketing Agreement, all Applicable Laws and SUBR Regulations without cost or expense to SUBR. Owner shall have the right to delegate some or all of such responsibilities to a Manager approved by SUBR by entering into a Management Agreement. Owner shall require the Manager at all times to keep in effect all real estate, operating and other licenses or permits required by Applicable Laws.

(b) **Books and Records.** Owner shall keep, or cause to be kept, accurate, full and complete books and accounts showing exclusively its assets and liabilities and all operations, transactions and the financial condition of the Project. All financial statements shall be accurate in all material respects, shall present fairly the financial position and results of the Project's operations and shall be prepared in accordance with GAAP. Owner and the Manager shall determine methods to be used in the preparation of financial statements, in connection with all items of income and expense including, but not limited to, valuation of assets, the method or methods of depreciation, elections, credits and accounting procedures. The books, accounts and records of Owner and the Project shall be maintained at the principal office of Owner or of the Oversight Consultant.

(c) **Audits.** SUBR may, at its option and at its own expense with reasonable notice to Owner and Manager and during customary business hours, conduct or cause to be conducted internal audits of the books, records and accounts of Owner, Manager and the Project. Audits may be made on either a continuous or a periodic basis or both and may be conducted by employees of or independent auditors retained by SUBR or any Governmental Authority regulating SUBR. All such audits shall be conducted without materially or unreasonably interrupting or interfering with the normal conduct of business affairs by Owner and the Oversight Consultant. SUBR covenants

with Owner to keep the results of any such audits confidential, except as required by SUBR Regulations and by Applicable Law. Owner shall cause annual audits to be conducted in accordance with the terms and conditions of the Bond Documents.

(d) **Committee.** The Committee shall have responsibility for the following:

(i) Issues including the approval of the Annual Budget, successors to the Manager, and approval of the policies and operating procedures governing the Project.

(ii) The Manager will operate the Project in conformity with the Annual Budgets. A draft annual budget for the upcoming Fiscal Year, including recommendations for Occupancy Rental rates and any estimated capital expenditures for the Project for which accumulated Replacement Reserve funds would be needed during such Fiscal Year, will be prepared and submitted by the Manager to the Committee not later than May 1 each year for approval by the Committee by June 1 each year for the upcoming Fiscal Year. Each Annual Budget will be in such detail as the Committee may reasonably require. If at any time during a Fiscal Year Owner reasonably believes that the amounts set forth in an Annual Budget require adjustment, the Manager must submit a revised Annual Budget to the Committee for approval in accordance with this Section; provided, however, that no such adjustments shall result in any increase in Occupancy Rentals under any Housing Contracts already in effect at the time of such adjustment.

(iii) If the Committee is unable in good faith after using commercially reasonable efforts to reach a decision regarding an Annual Budget (including the Occupancy Rentals), then Owner shall operate pursuant to the Annual Budget for the previous Fiscal Year for any line item of the Annual Budget in dispute.

(iv) The Committee may, by resolution, delegate its powers, but not its responsibilities, to employees of either SUBR or Owner or to any other Person, to the extent permitted by law.

(v) All actions of the Committee shall be subject to satisfaction and conformity with the applicable covenants contained in the Bond Documents.

(e) **Utilities.** Owner shall pay or cause to be paid, before the same become delinquent, all Operating Expenses, including any initial connection fees for water, electricity, sewer and any other utilities used on the Premises throughout the Term. Owner shall provide, at its expense, all off-site utilities to the perimeter of the Owned Land in sufficient capacity to serve the Project. Payments made by Owner pursuant to this Section 6(e) shall be paid as Annual Expenses under the Annual Budget for the Project.

(f) **Payment of Taxes.** Owner shall pay all Taxes before the same become delinquent, as a portion of Operating Expenses, and upon request by SUBR Owner shall provide SUBR evidence of such payment to the appropriate collecting authorities. Owner may pay the Taxes in installments if payment may be so made without penalty other than the payment of interest. The obligations of Owner to pay Taxes under this Section 6(f) shall apply only to the extent that Owner and the Project are not exempt from paying such Taxes and to the extent that such Taxes are not

otherwise abated. Owner shall at all times pay, and cause the Manager to pay, before the same become delinquent, all income taxes and franchise taxes due and owing by such Person.

(g) **Contested Tax Payments.** Owner shall not be required to pay, discharge or remove any Taxes so long as Owner is contesting the amount or validity thereof by appropriate proceedings which shall operate to prevent or stay the collection of the amount so contested. Owner hereby agrees to indemnify and save SUBR harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on any lien arising in respect to such contested amounts which are Owner's responsibility, cause the same to be discharged and removed prior to the execution of such judgment. SUBR shall cooperate with Owner in completing such contest and SUBR shall have no right to pay the amount contested during the contest. Upon the termination of such proceeding, Owner shall deliver to SUBR proof of the amount due as finally determined and proof of payment thereof. SUBR, at Owner's expense, shall join in any such proceeding if any law shall so require.

(h) **Additional Operational Provisions.** Owner shall cause the Manager to contract on behalf of the Project exclusively with SUBR for the Data/Voice System services, including telephone, cable television and computer systems services. The charges to Tenants for telephone and cable television shall not exceed the charges for such services at other SUBR sponsored student housing. If SUBR fails, within sixty (60) days after the execution of this Agreement, to commit in writing to detailed arrangements reasonably acceptable to Owner to provide the Data/Voice System services at rates equal to or less than those available to Manager directly from the carriers or other providers of such services, then Manager will be permitted to contract for such Data/Voice System services from sources other than SUBR.

(i) SUBR shall have the right, at its option, to make or cause to be made annual inspections of the Project to ascertain the quality of maintenance provided by Owner. Upon any such inspection, SUBR shall notify Owner of all items of repair or replacement deemed reasonably necessary to maintain the Project in a clean, safe and presentable condition and in good working order. SUBR shall provide a copy of such notice to each Permitted Mortgagee entitled to notices under this Agreement. Upon receipt of such notice, Owner shall make or cause to be made, within thirty (30) days after such notice is given, such corrective maintenance or repair of the Project as reasonably necessary to meet the minimum standard of maintenance or repair of other SUBR sponsored student housing.

(ii) Owner shall enforce the Management Contract, and Owner shall cause the Manager to enforce all Housing Contracts, in accordance with their terms and shall not agree to any material amendment thereto without SUBR's consent. Owner shall lease, manage and operate the Project in accordance with the applicable Annual Budgets.

Section 7. Insurance, Indemnification, Subrogation.

(a) **Indemnification by Owner.** Owner shall indemnify and hold harmless SUBR, the Enhancement Provider, their trustees, officers, faculty, employees, agents, representatives and contractors, as applicable, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature to the extent arising, or growing out of or in any way connected with, directly or

indirectly, the use, occupancy, leasing, management, maintenance, repair, operation or control of the Project by Owner, Manager or their respective members, officers, directors, employees, agents, representatives, contractors or subcontractors. This obligation to indemnify shall include reasonable attorneys' fees, costs of court, and third-party investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand has been made.

(b) ***SUBR Not Liable.*** It is expressly understood and agreed that Owner is and shall be deemed to be an independent contractor responsible to all parties for its respective acts or omissions and that SUBR shall in no way be responsible therefor. SUBR shall not be liable for any bodily injury, death or personal injury to any Persons or any loss of or damage to any property sustained by Owner or other Persons and caused by any act or omission of any occupant of the Project.

(c) ***Insurance.*** Subject to Section 15(h), Owner shall at all appropriate times maintain, with respect to the Project, for the duration of this Agreement and any extensions thereof, insurance issued by a company or companies qualified, permitted or admitted to do business in the State of Louisiana in the following types and amounts, which companies and the form and substance of such policies shall be subject to SUBR's prior approval, which shall not be unreasonably withheld:

TYPE	AMOUNT
<p>(1) Comprehensive General (Public) Liability to include coverage for the following, where the exposure exists:</p> <p>(a) Premises/Operations (b) Independent Contractors (c) Projects/Completed Operations (d) Personal Injury (e) Contractual Liability (including Owner's liability under Section 10.1) (f) Explosion, collapse and under-ground property damage (g) Contents of the Project owned by Tenants</p>	<p>Combined Single Limit for Bodily Injury and Property Damage in an amount acceptable to the SUBR Representative, not to exceed \$5,000,000.</p>
<p>(2) All Risk Property Damage Insurance – for coverage being for physical damage to Facilities and Facility Equipment:</p>	<p>Coverage being for 100% of the replacement cost of the Facilities and Facility Equipment.</p>
<p>(3) Builder's Risk Insurance – all risk of physical loss during term of any construction contract and until the Facilities and Facility Equipment are Substantially Completed:</p>	<p>Coverage being for 100% of the replacement cost of the Facilities and Facility Equipment.</p>
<p>(4) Business Interruption Insurance.</p>	

(d) ***Owner and the Trustee as Insureds.*** With respect to the above required insurance, SUBR and the Trustee shall:

(i) Be named on the property insurance policy and comprehensive general liability policy described above as insureds. SUBR shall promptly endorse insurance checks or otherwise release insurance proceeds, provided no Event of Default is continuing hereunder. SUBR shall, regardless of the existence of an Event of Default, promptly endorse insurance checks or otherwise' release insurance proceeds as required by any Bond Document(s).

(ii) Be provided with thirty (30) days advance notice, in writing, of cancellation or material change in coverage.

(iii) Be provided with a certificate evidencing the above required insurance at the time the policies are required to be obtained and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration or cancellation of any such policies.

(e) ***Additional Insurance.*** SUBR may review Owner's required insurance coverages and limits as stated herein at the time of renewal of the said policies or at the time of a material change, and SUBR reserves the right to require reasonable additional limits or coverages. Owner shall comply with any such reasonable request by SUBR.

(f) ***Blanket Policies.*** Owner may submit any blanket general insurance policy containing the requirements of this Section 7 to SUBR for its approval, which shall not be unreasonably withheld.

Section 8. Defaults, Remedies.

(a) ***Owner Events of Default.*** Any one of the following events shall be deemed to be an Event of Default by Owner under this Agreement:

(i) Owner fails to obtain and maintain any insurance required pursuant to this Agreement.

(ii) Owner fails to maintain, repair, or make capital expenditures for scheduled repair and replacement of the Facilities or the Facility Equipment according to an annual schedule for maintenance, repair and replacement; provide through employees or third party contractors all work, labor and services necessary or appropriate to maintain and repair the Premises in accordance with the Annual Budget and Capital Budget unless otherwise provided herein; promptly notify SUBR upon learning that the condition of the Premises materially fails to meet any standard of maintenance and repair required under any contract, legal requirement or insurance requirement; promptly notify SUBR upon learning of any Hazardous Materials detection, casualty, or condemnation (or threatened condemnation) with respect to the Premises; consult with, and make recommendations to, SUBR concerning repairs or replacement after any Hazardous Materials detection, casualty or condemnation; at the expense of the Owner, take such action as SUBR may reasonably determine to be necessary with respect to the maintenance, repair, alteration, addition or

replacement of or to the Premises; at the expense of the Owner and in accordance with the terms of a Management Agreement approved by SUBR, execute all contracts for such maintenance, repair, alteration, addition, or replacement of or to the Premises and monitor the performance of such contracts; or fails to perform any other covenant or agreement, other than as described in Subsections (i) or (ii) of this Section 8(a), to be performed by Owner under the terms and provisions of this Agreement and such failure shall not be cured within sixty (60) days after receipt of written notice from SUBR of such failure; provided that if such failure is of such nature that it cannot reasonably be cured during such period, then within a reasonable time after such notice, provided that Owner commences its curative work promptly upon receipt of such notice and continues such work thereafter diligently and without unnecessary delays until such failure is cured.

(iii) The taking by execution of Owner's interest in the Project for the benefit of any Person or purchaser at a Foreclosure.

(iv) A court having jurisdiction shall enter an order for relief in any involuntary case commenced against Owner, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction over the Premises appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of or for Owner or any substantial part of the properties of Owner or ordering the winding up or liquidation of the affairs of Owner, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days.

(v) The commencement by Owner of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by Owner to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of or for Owner or any substantial part of the properties of Owner.

(vi) Owner fails to diligently pursue financing of the Project.

(b) ***SUBR's Remedies.*** Subject to the rights of a Permitted Mortgagee described in Section 8(d) below, upon the occurrence and during the continuance of an Event of Default, SUBR may at its option declare this Agreement and all rights and interests created by it to be terminated, may seek any and all damages occasioned by the Event of Default or may seek any other remedies available at law or in equity.

(c) ***Assignments.*** Except as provided in this Section 8(c), Owner shall not assign this Agreement or any interest in this Agreement except with SUBR's prior consent. Any assignment made or given without SUBR's consent, unless such consent is not required pursuant to this Section 8(c), will be null and void. The Owner shall have the right, without SUBR's prior consent, to grant the Permitted Mortgagee all of its rights and remedies under this Agreement. Furthermore, SUBR hereby agrees to such assignment to the Permitted Mortgagee pursuant to the terms of the Bond Documents.

(d) ***SUBR's Agreements.*** SUBR hereby agrees to the following for the benefit of any Permitted Mortgagee:

(i) SUBR shall not terminate this Agreement (or Owner's rights hereunder) for any Event of Default without first advising such Permitted Mortgagee, in writing, of such Event of Default and permitting such Permitted Mortgagee to cure such Event of Default on behalf of Owner within ninety (90) days after SUBR has given notice to such Permitted Mortgagee any Event of Default. If, during such ninety (90) day period, the Permitted Mortgagee takes action to cure such Event of Default but is unable, by reason of the nature of the default involved, to cure such failure within such period, then the Permitted Mortgagee, provided it promptly commenced its curative work promptly upon receipt of such notice and has diligently and continuously proceeded such curative work thereafter, shall have a reasonable time thereafter to cure the same, during which period SUBR shall not terminate this Agreement. Further, if any Event of Default is not cured within such period as provided above, and (1) the Permitted Mortgagee shall have given the notices necessary to commence Foreclosure of its Permitted Mortgage prior to the expiration of such period and thereafter Foreclosure is diligently prosecuted (unless the Permitted Mortgagee is enjoined or stayed from giving such notices or exercising its right of Foreclosure, in which event such cure period shall be extended by the period of such injunction or stay provided that such Permitted Mortgagee shall diligently attempt to remove any such injunction or stay), and (2) the purchaser or assignee at the Foreclosure has fully cured any monetary default or has promptly commenced to cure any non-monetary default that is not reasonably curable within thirty (30) days and thereafter diligently pursues completion thereof within a reasonable time thereafter in accordance with this Agreement, then SUBR will not terminate this Agreement because of the occurrence of such Event of Default. SUBR shall accept amounts paid or actions taken by or on behalf of any Permitted Mortgagee to cure any Event of Default during the periods described above. Nothing under this Section 8(d) shall be construed to obligate a Permitted Mortgagee to either cure any Events of Default or Foreclose the liens and security interests under its Permitted Mortgage as a consequence of an Event of Default regardless of whether such Event of Default is subsequently cured.

(ii) Those Events of Default, which by their very nature, are not reasonably susceptible to being cured (as, for example, the bankruptcy of Owner) shall not constitute grounds of enforcement of rights, recourses or remedies hereunder by SUBR including termination of the Agreement, if a Permitted Mortgagee either before or after a Foreclosure of its Permitted Mortgage (1) makes all payments and performs all obligations hereunder capable of being performed by the Permitted Mortgagee, and (2) thereafter continues to comply with those provisions of this Agreement.

(iii) If a Permitted Mortgagee enforces the rights and remedies pursuant to the terms of its Permitted Mortgage (including Foreclosure of the Permitted Mortgage) such enforcement shall not constitute an Event of Default by Owner hereunder.

(iv) If a Permitted Mortgagee should foreclose its Permitted Mortgage and should, as a result of such Foreclosure, succeed to any of the rights of Owner hereunder, then such Permitted Mortgagee shall be subject to all the terms and conditions of this Agreement and shall be entitled to all the rights and benefits of this Agreement; provided, however, that (1) such Permitted Mortgagee shall have no responsibility for any act or omission of Owner prior to the date of such Foreclosure; and (2) such Permitted

Mortgagee shall not be bound by any amendment, modification, surrender or waiver of the terms of this Agreement made without the prior written consent of such Permitted Mortgagee (which consent shall not be unreasonably withheld or delayed).

(v) SUBR shall not agree to any termination, amendment, modification, surrender or waiver of the terms of this Agreement without the prior written consent of any Permitted Mortgagee, which consent shall not be unreasonably withheld or delayed.

(vi) In the event of the termination of this Agreement prior to the Expiration Date, except by a Taking pursuant to Section 9 hereof, SUBR will serve upon any Permitted Mortgagees written notice that this Agreement has been terminated together with a statement of any and all sums which would have at that time been due under the Agreement but for such termination and of all other Events of Default, if any, under this Agreement then known to SUBR whereupon the Permitted Mortgagee holding the most senior Permitted Mortgage shall have the option, but not the obligation, to enter into a new agreement (the "New Marketing Agreement") with SUBR relating to the Premises, which shall be in the same form as this Agreement, by giving notice to SUBR to such effect within ninety (90) days after receipt by such Permitted Mortgagee of notice of such termination, which New Marketing Agreement shall be (1) effective as of the date of termination of this Agreement, (2) for the remainder of the Term, and (3) upon all of the agreements, terms, covenants and conditions hereof. In the event such Permitted Mortgagee does not exercise its option to enter into such New Marketing Agreement within such ninety (90) day period, the University shall have no further obligations whatsoever with respect to the Project or to the Permitted Mortgagee or to its successors and assigns.

(vii) All notices given hereunder by SUBR to Owner shall also be given concurrently to each Permitted Mortgagee.

(viii) The liability of the Permitted Mortgagee under this Agreement (if not terminated) or any New Marketing Agreement shall be limited to the period during which the Permitted Mortgagee shall own or be in possession of the Project, or may own the interest of Owner hereunder. Upon the Permitted Mortgagee's assignment or transfer of its rights and interests in and to this Agreement or any New Marketing Agreement to a third party, the Permitted Mortgagee shall have no further liability for any obligations arising after such transfer date, which liability shall be borne by such assignee or transferee.

(e) ***Limitation on Liability of Permitted Mortgagee.*** Notwithstanding any other provision of this Agreement, SUBR agrees that any Permitted Mortgagee permitted under this Agreement shall in no manner or respect whatsoever be (i) liable or responsible for any of Owner's obligations or covenants under this Agreement (nor shall any rights of such Permitted Mortgagee be contingent on the satisfaction of such obligations or covenants), or (ii) required to cure any default by Owner under this Agreement, provided; however, that if such Permitted Mortgagee becomes the successor to the rights of the Owner hereunder, then such Permitted Mortgagee shall be responsible and liable for all obligations and covenants accruing during the period in which such Permitted Mortgagee is entitled to the benefits of this Agreement.

(f) ***SUBR Defaults.*** If SUBR fails to perform any of its respective obligations or covenants under this Agreement, and such failure is not cured within thirty (30) days after written notice thereof, except for the obligations of SUBR in Section 2(a)(i) for which there shall not be a period to cure, then Owner shall be entitled to enforce any one or more of the following rights and remedies, and shall have all rights and remedies available to it at law and equity.

(i) Owner shall be entitled to perform such obligation or covenant on behalf of SUBR and to offset all costs reasonably incurred in connection therewith against any Rent due by Owner hereunder; and

(ii) Owner shall be entitled to require SUBR to specifically perform its obligations under this Agreement or restrain or enjoin SUBR from continuing the activities that constitute the default of SUBR.

Section 9. Condemnation.

(a) ***Total or Material Taking.*** Upon the permanent Taking of the entire Premises or a material portion thereof such that Owner reasonably determines that the Project cannot be economically and feasibly used for its intended purposes, or if the award payable as a consequence of a Taking (after payment of all or any portion of such Award towards amounts owed under any Loan Agreement) is insufficient, in the reasonable judgment of Owner, to permit the restoration of the remainder of the Project as required under Section 9(d), this Agreement shall terminate as of the date of such Taking, and both Owner and SUBR shall thereupon be released from any liability accruing hereunder after the date of such termination.

(b) ***Partial Taking.*** Upon a temporary Taking or a Taking of less than all or such material portion of the Premises, this Agreement shall terminate with respect to the part so taken (but only for the period taken in any temporary Taking) and remain in full force and effect with respect to the remainder of the Project in accordance with its terms for the balance of the Term, except that the Project shall be defined as providing a lower number of beds for Tenants, as determined based on the repaired or reconstructed architectural unit or units approved as provided in Section 9(d).

(c) ***Allocation of Awards.*** SUBR, Owner and the Permitted Mortgagee shall each receive notice of any proceedings relating to a Taking and shall each have the right to participate therein: (a) Upon the Taking as a result of which this Agreement is terminated under Section 9(a), (i) the Permitted Mortgagee shall be entitled (free of any claim by Owner) to a portion of the Award equal to the aggregate amount of all sums due under the debt under the Bond Documents; and (ii) Owner shall be entitled (free of any claim by SUBR or the Permitted Mortgagee) to the balance of the Award. (b) In the event of a Taking as a result of which this Agreement is not terminated, then (i) the Permitted Mortgagee shall be entitled (free of any claim by Owner) to the portion of the Award attributable to the part so taken, not to exceed the portion of the aggregate amount of the debt secured by the Loan Agreement reasonably allocable to the Premises so taken; (ii) Owner shall be entitled (free of any claim by SUBR, other than its right to enforce Section 9(d)) to the portion of the Award attributable to the damage to the remainder of the Project and relocation benefits, if any, for removal and relocation of Facility Equipment from the part of the

Premises so taken; and (iii) SUBR shall be entitled (free of any claim by Owner or the Permitted Mortgagee) to the balance of the Award.

(d) **Repair After Taking.** Should a Taking occur that does not result in termination as provided by Section 9(a), Owner, at its expense, shall promptly commence and diligently and continuously proceed to repair or reconstruct the Facilities to a complete architectural unit or units. Any and all such repairs or reconstruction shall be subject to prior reasonable approval of SUBR. The portion of the Award payable to Owner as a consequence of a Taking affecting the Project shall be deposited with and disbursed by the Permitted Mortgagee until the repair or restoration of the Premises is substantially complete.

(e) **No Condemnation by SUBR.** SUBR does not presently intend to exercise its right of eminent domain to condemn all or any portion of the Project, and in the event of any such Taking, all of the Award shall be payable to Owner and the Permitted Mortgagee. SUBR acknowledges and agrees that each Permitted Mortgagee and the Enhancement Provider is a third-party beneficiary of this prohibition and that the Permitted Mortgagee and the Enhancement Provider may rely upon such agreement.

Section 10. Assignment and Subletting.

(a) **Assignments.** Except as provided in this Section 10(a), Owner shall not assign this Marketing Agreement or sublet all or any part of the Project or any interest in this Agreement except with SUBR's prior consent. Any assignment or sublease made or given without SUBR's consent, unless such consent is not required pursuant to this Section 10(a), will be null and void. An assignment of any ownership interest in Owner (other than to SUBR or to Southern University System Foundation, Inc.) shall be deemed to be an assignment of this Agreement by Owner, subject to the provisions of this Section 10(a). The Owner shall have the right, without SUBR's prior consent, to assign this Agreement to any Permitted Assignee as in conjunction with Owner's assignment of the Management Agreement, all Housing Contracts then in effect for the Project, and any and all Deposits paid or payable under such Housing Contracts; or merge into or consolidate with any Permitted Assignee; or sublease units in the Facilities to Tenants pursuant to Housing Contracts in accordance with this Agreement. Owner shall not enter into, or permit to be entered into, any sublease of any portion of the Project with any Person providing laundry services, vending machines or other ancillary services or amenities to the Facilities, and all such services or amenities shall be provided, if at all, pursuant to written license agreements terminable by Owner on not more than thirty (30) days' notice.

(b) **SUBR's Consent.** SUBR and Owner acknowledge that Owner is in the business of developing, constructing, leasing and managing student apartment housing projects pursuant to development agreements, management agreements and other operating or service agreements; and that Owner is a single member limited liability company, the sole member of which is a non-profit corporation organized for the purpose of developing student housing projects in compliance with its qualification as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code, as amended. In those instances for which SUBR's consent to an assignment is required, such consent shall not be unreasonably withheld or delayed, and such consent shall be based solely on SUBR's reasonable determination that the creditworthiness, tax-exempt status, experience and expertise with development, construction, leasing, management and operation of student apartment housing

projects of such proposed assignee and its agents is equal to or better than that of Owner and Manager as of the Effective Date hereof, and that such prospective assignee and its agents are not debarred from participating in any federally funded projects under applicable federal procurement regulations and other Applicable Laws. With respect to any subleases for which SUBR's consent is required, such consent may be withheld in SUBR's sole discretion.

Section 11. SUBR's Standard Provisions.

(a) ***Dispute Resolution Process.*** SUBR and Owner will attempt to resolve any claim for breach of contract made by Owner or Owner's agents and contractors, including Manager (all references in this Section 11(a) to Owner shall be deemed to include such additional Persons).

(i) A claim by Owner for breach of this Agreement that the parties cannot resolve in the ordinary course of business shall be submitted to binding arbitration pursuant to the rules of the American Arbitration Association or any other mutually agreed upon arbitration rules. To initiate the process, Owner shall submit written notice to SUBR, Office of General Counsel.

(ii) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Owner, in whole or in part.

(b) ***Subject to Southern University System Approval.*** Owner expressly acknowledges that the validity and enforceability of this Agreement is contingent upon acceptance of the contractual terms by SUBR pursuant to authorization by the Southern University System Approval.

(c) ***Minority and HUB Participation.*** Owner agrees to make a good faith effort to award at least twenty-five percent (25%) of all procurements and purchases of personal property and all contracts for services to certified HUB's.

(d) ***Non-discrimination.*** Any discrimination by Owner, the Manager or their respective officers, employees, agents, representatives, contractors or subcontractors on account of race, color, sex, age, religion, national origin or handicap, in employment practices or in the performance of the terms, conditions, covenants and obligations of this Agreement, or any agreement or contracts contemplated in this Agreement, is prohibited. It is the policy of SUBR to ensure that minority and women business enterprises have the opportunity to fully compete for and participate in SUBR contracts. Owner shall use its best efforts, and cause the Manager to use their best efforts, to carry out this policy through award of subcontracts to minority and women-owned business enterprises to the extent consistent with the efficient performance of this Agreement and all agreements or contracts contemplated in this Marketing Agreement

Section 12. Miscellaneous.

(a) ***Notices.*** All notices and other communications to SUBR or Owner required or appropriate under this Agreement shall be in writing, effective (a) upon receipt when sent by (1) personal delivery or (ii) expedited delivery service with proof of delivery, or certified mail, return receipt requested, postage prepaid, or (iii) telecopy with confirmation of completed transmission on a business day; or (b) two (2) business days after deposit with the U.S. Postal Service, sent by

registered or certified United States mail, return receipt requested, postage prepaid; in all cases addressed as follows:

if to SUBR:

Office of the President - Chancellor
Southern University A&M College at Baton Rouge
J.S. Clark Administration Building, 4th Floor
Baton Rouge, LA 70813

With a copy to:

Brandon DeCuir, Esq.
Decuir, Clark & Adams
732 North Boulevard
Baton Rouge, LA 70802
Fax: (225) 336-1950

if to Owner:

Baton Rouge Student Housing, L.L.C.
c/o Student Housing of America, Inc.
One Buckhead Plaza, Suite 1150
3060 Peachtree Road, N.W.
Atlanta, GA 30305
Fax: (404) 760-3443

with a copy to:

Peter M. Wright, Esq.
One Buckhead Plaza, Suite 900
3060 Peachtree Road, N.W.
Atlanta, GA 30305
Fax: (404) 760-3443

or to such other address or to the attention of such other person as hereafter shall be designated be such party by ten (10) days' prior notice given in accordance herewith.

(b) ***Effect of Force Majeure.*** Except as otherwise provided in this Marketing Agreement, if because of an event of Force Majeure, either party hereto is unable to carry out its obligations under this Agreement (other than any obligation to pay money or apply credits or adjustments in connection with the performance of this Agreement), the affected Person's obligations hereunder shall be excused to the extent made necessary by such event of Force Majeure and during its continuance. The affected Party shall promptly give the other party hereto verbal notice followed by a written notice which specifies the nature, duration and the estimated remedy time of such event. The Party giving such notice shall use commercially reasonable efforts to cure such Force Majeure event insofar as possible with a minimum of delay. Neither Party shall be obligated to settle any strike, lockout, or other labor disturbance in a manner contradictory to

its best business judgment or to comply with any Applicable Law, the validity or applicability of which is contested in good faith.

(c) ***Conflict of Interest.*** Owner certifies (and this Agreement is made in reliance thereon) that neither Owner nor any person having a financial or economic interest in this Agreement by, through or under Owner is a trustee, officer, faculty or employee of SUBR.

(d) ***Relationship of Parties.*** Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto creates a relationship other than the relationship of SUBR and Owner.

(e) ***Choice of Law.*** This Agreement shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in East Baton Rouge Parish, Louisiana.

(f) ***Approval of Ancillary Agreements.*** SUBR agrees that in the event it becomes necessary or desirable for SUBR to give written approval for any ancillary agreements or to perform any ministerial acts or documents concerning the Project or concerning the construction, operation or maintenance of the Facilities or to alter or amend any such ancillary agreements between SUBR and Owner or to give any approval or consent of SUBR required under the terms of this Agreement, SUBR hereby authorizes, designates and empowers SUBR Representative to execute any such agreement, approvals or consents necessary or desirable. However, any agreements to amend or alter this Agreement in any material way must be approved by Southern University System and SUBR.

(g) ***Rights Cumulative.*** All rights, options, and remedies of SUBR and Owner contained in this Agreement shall be construed and held to be cumulative and no one of them shall be exclusive of the other. SUBR and Owner shall each have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity whether or not stated in this Agreement.

(h) ***Non-waiver.*** No waiver by SUBR or Owner of a breach of any of the covenants, conditions or restrictions of this Agreement shall constitute a waiver of any subsequent breach of any of the covenants, conditions or restrictions of this Agreement. The failure of SUBR or Owner to insist in any one or more cases upon the strict performance of any of the covenants of the Agreement, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by SUBR or acceptance of payment by SUBR of Net Cash Flow with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver, change, modification or discharge by SUBR or Owner of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

(i) ***Severability.*** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws' effective during the Term of this Agreement, then and

in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

(j) **Entire Agreement.** This Agreement, together with the exhibits attached hereto, contains the final and entire agreement between the parties hereto and contains all of, the terms and conditions agreed upon, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition or representations not herein written.

(k) **Amendment.** No amendment, modification or alteration of this Agreement shall be binding unless the same be in writing, dated on or subsequent to the date hereof and duly executed by the parties hereto. No such amendment, modification or alteration, and no termination of this Agreement, shall be effective without the prior written consent of the Enhancement Provider.

(l) **Successors and Assigns.** All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of SUBR into another educational institution.

(m) **Bonds.** Following the issuance of any Bonds, and so long as any thereof remain outstanding:

(i) The Enhancement Provider and the Trustee for the Bonds shall be third-party beneficiaries of this Agreement entitled to enforce the terms hereof.

(ii) Owner shall provide written notice to the Enhancement Provider if this Agreement is terminated as a result of a Taking pursuant to Section 9 hereof.

(iii) Owner agrees that it will not amend any of the Bond Documents, or enter into any Credit Facility, or cause any Bonds other than the Series 2003 Bonds to be issued, without the prior written consent of SUBR, which shall not be unreasonably withheld. It shall not be unreasonable for SUBR to withhold its consent to any such action if such action would adversely affect any of its rights hereunder.

(n) **Continuing Disclosure.** SUBR shall provide Owner with any information concerning SUBR required for Owner- to comply with its annual continuing disclosure requirements pursuant to a continuing disclosure agreement and SEC Rule 15c2-12 entered into with respect to any bonds issued to finance the development, construction, procurement and installation of the Facilities and Facility Equipment.

(o) **Privacy of Information.** Unless otherwise provided herein, and subject to Applicable Laws, any information provided by SUBR pursuant to this Agreement shall not be disseminated to third parties without SUBR's prior written consent.

(p) **Legal Opinion.** In connection with the issuance of any bonds or other obligations for the Project, SUBR agrees to deliver a legal opinion from outside counsel to SUBR that this

Agreement has been duly authorized by SUBR, constitutes a legal, valid and binding obligation of SUBR, and is enforceable against SUBR in accordance with its respective terms, subject to customary exceptions and qualifications. Such legal opinion shall be in a form and substance reasonably acceptable to bond counsel to any such financing.

(q) ***Subordination to Bond Documents.*** Notwithstanding anything else herein contained, the provisions of the Bond Documents shall control in all respects the Owner's obligations to maintain insurance coverage, to repair, replace, rebuild, restore and re-equip the Facilities and Facility Equipment and the receipt, handling and application of any and all insurance proceeds, including the use of insurance proceeds to redeem Bonds, it being acknowledged and agreed that the Trustee shall have a first and prior security interest therein.

(r) ***No Liability of the Member or Managers.*** Notwithstanding anything else herein contained, no Person that was at any time the Member or a Manager of the Owner shall have any liability on account of the covenants of the Owner contained herein, except for actions taken by such Person that were fraudulent or unlawful.

(s) ***Counterparts.*** This Agreement may be executed, approved and delivered in any number of counterparts, each at which when so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed in their respective names as of the date first above written.

BATON ROUGE STUDENT HOUSING, L.L.C., a
Louisiana limited liability company

By: _____
Name: _____
Title: _____

SOUTHERN UNIVERSITY AND A & M COLLEGE
AT BATON ROUGE

By: _____
Name: Ray L. Belton
Title: President - Chancellor

~~MARKETING~~AMENDED AND RESTATED MANAGEMENT AGREEMENT
between

~~SOUTHERN UNIVERSITY AND A & M COLLEGE AT BATON~~
~~ROUGE~~

and

~~BATON ROUGE STUDENT HOUSING, L.L.C.~~

~~dated as of September 1, 2003~~

for the

PALISADES

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~~Legal Description of Land
Permitted Encumbrances
Description of Plans and Specifications
Development Agreement
Address of Permitted Mortgagee
Form of Management Agreement
Form of Referral to Housing Facilities
Form of Housing Contract
Form of Oversight Consulting Agreement~~

~~So. University/Marketing Agreement~~ _____ ~~iii~~

MARKETING AGREEMENT

~~This Marketing Agreement~~ THIS AMENDED AND RESTATED MANAGEMENT AGREEMENT (this "Agreement") is made ~~and entered into~~ as of ~~September 1, 2003,~~ , 2020 by and between SOUTHERN UNIVERSITY AND A & M COLLEGE AT BATON ROUGE ("SUBR"), and BATON ROUGE STUDENT HOUSING, L.L.C., a Louisiana limited liability company ("Owner").

RECITALS

WHEREAS, SUBR ~~has determined that there is a shortage of reasonably convenient,~~ and Owner previously entered into a Marketing Agreement dated as of September 1, 2003 (the "Original Marketing Agreement") and now desire to amend and restate the Original Marketing Agreement as provided in this Agreement;

~~suitable and affordable housing for post baccalaureate students, married students, faculty and staff of SUBR;~~

WHEREAS, SUBR is authorized by the statutes and laws of the State of Louisiana to enter into this Agreement with the consent and approval of the Southern University System;

WHEREAS, Owner is a single-member Louisiana limited liability company, ~~the sole member of which is wholly owned by~~ Student Housing of America, Inc., a Georgia non-profit corporation (the "Member") ~~which entity is developing student housing by the acquisition or renovation of existing student housing facilities or the construction of new student housing and the owning and operating of student housing facilities~~ "Member", formed for the purpose of developing the Facilities (as hereinbelow defined);

~~WHEREAS, SUBR and Owner have determined to enter into this Marketing Agreement whereby Owner will develop, construct, operate and lease Facilities for use by residents as set forth herein;~~

WHEREAS, ~~SUBR hereby recognizes and finds for the uses permitted herein that (1) the Rent to be paid, (2) the construction and installation of the Facilities and Facility Equipment on the Owned Land and, in the case of drainage and parking facilities, on the Servitude, for the benefit of SUBR and (3) the residual value of the Facilities and Facility Equipment at the conclusion of the Term hereof accruing to SUBR, constitute fair and equitable consideration for the SUBR commitments granted herein~~ Owner has constructed and operates certain housing facilities located at 7804 Scenic Hwy, Baton Rouge, Louisiana 70807, consisting of fourteen buildings that contain approximately 564 beds/276 units for the purpose of providing residence and related facilities for (i) students enrolled at SUBR, (ii) faculty members of SUBR, and (iii) key personnel employed in the management or maintenance of the Facilities;

WHEREAS, ~~all necessary consents and approvals have been obtained in connection with~~

~~SUBR and Owner, respectively, entering into this Agreement upon the terms and conditions set forth herein;~~

~~WHEREAS, coincident herewith, the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Issuer") is issuing its Revenue Bonds, (Baton Rouge Student Housing, L.L.C. Project), Series 2003A and Series 2003B (collectively, the "2003 Bonds," and together with all additional bonds issued under the Indenture, the "Bonds"), pursuant to that certain Trust Indenture between the Issuer and Bank of New York Trust Company of Florida, N.A., as trustee (the "Bond Trustee") dated as of September 1, 2003 (as supplemented from time to time, the "Indenture") and is applying the proceeds of the Bonds to make a loan to the Owner for the purpose of financing the costs of developing, acquiring, constructing and equipping the Facilities pursuant to the terms of a Loan Agreement dated as of September 1, 2003 (the "Loan Agreement") between the Issuer and the Owner;~~

~~So, University/Marketing Agreement~~ Owner has entered into an Amended and Restated Management Agreement dated as of October 1, 2019 pursuant to which Asset Campus USA, LLC, as manager (the "Manager") has agreed to act as managing agent of the Facilities; and

~~WHEREAS, the 2003 Bonds will be secured by a policy of municipal bond insurance~~ WHEREAS, SUBR has determined that the Facilities will provide much needed housing for SUBR, and, therefore, will promote the educational purposes of SUBR.

~~(the "Initial Credit Facility") issued by ACA Financial Guaranty Corporation (the "Initial Enhancement Provider"); and~~

NOW, ~~THEREFORE, in consideration of the mutual covenants, conditions and agreements which follow, the parties hereby agree as follows:~~ THEREFORE, the parties desire to memorialize their understandings with respect to the Facilities pursuant to this Agreement.

ARTICLE 1. DEFINITIONS

~~Section 1.1. Terminology. Unless the context of this Agreement clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the word "includes" or "including" shall mean "including without limitation"; (d) the word "or" shall have the inclusive meaning represented by the phrase "and/or"; (e) the words "hereof," "herein," "hereunder," and similar terms in this Agreement shall refer to this Agreement as a whole and not to any particular section or article in which such words appear. The section, article and other headings in this Marketing Agreement and the Table of Contents to this Marketing Agreement are for reference purposes and shall not control or affect the construction of this Marketing Agreement or the interpretation hereof in any respect. Article, section and subsection and exhibit references are to this Marketing Agreement unless otherwise specified. All exhibits attached to this Agreement constitute a part of this Agreement and are incorporated herein. All references to a specific time of day in this Agreement shall be based upon Central Standard Time (or the other standard of measuring time recognized in Baton Rouge, Louisiana).~~

In consideration of the foregoing and in further consideration of the anticipated benefits to SUBR and Eligible Residents and Tenants, Owner and the SUBR covenant and agree as follows:

Section 1. Definitions.

The following terms shall have the following meanings:

~~"Fiscal Year" means the period commencing on July 1 of each calendar year during the Term and ending on June 30 of the following calendar year.~~

"Affiliate" means with respect to a designated Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such designated Person. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through ownership of voting securities or by contract or otherwise.

"Annual Budget" means the annual budget for the Project, as approved by the Committee, showing all projected Gross Revenues and Annual Expenses on a monthly basis for any Fiscal Year, itemizing the proposed Occupancy Rentals, Annual Expenses, capital expenditures for repairs and deposits for reserves to be made during such Fiscal Year and shall provide for the charging of the minimum level of Rentrent to provide for no negative Net Cash Flow (assuming reasonable vacancy losses and bad debt expense), and compliance with all financial covenants set forth in the Bond Documents and the other documentation relating to any Permitted Mortgage, for the funding of sufficient capital expenditures to the Project to comply with the Owner's duties hereunder and under the Bond Documents and such other

~~So. University/Marketing Agreement~~ 2 documentation as to maintenance and repair, and for the funding of reserves as required by the Bond Documents and such other reasonably required

reserves as shall be approved by the Committee. Management fees shall not exceed six percent of Gross Revenues. All other Operating Expenses shall not exceed the amount reasonably necessary in the Project's marketplace to operate a first class student housing facility.

"Annual Expenses" means, with respect to any Fiscal Year, (1) the sum of (a) Operating Expenses; (b) debt service on the debt secured by the Indenture and any Permitted Mortgage including (i) principal and interest to any Permitted Mortgagee, and (ii) any other fees or expenses in connection with or related to a Permitted Mortgage, including but not limited to, issuer fees, remarketing expenses, rating fees, credit enhancement expenses, trustee fees and expenses and other professional fees and expenses and any fees or expenses due to any Enhancement Provider under any Credit Facility and other related costs, (c) deposits for Reserve Amounts; and (d) fees under the Oversight Consulting Agreement; plus (2) any deficit in Net Cash Flow from the preceding Fiscal Year approved in the Annual Budget; plus (3) any other amounts due under the Bond Documents or any other documentation relating to a Permitted Mortgage.

"Applicable Laws" means all present and future laws, statutes, regulations, ordinances, codes, resolutions and orders of any Governmental Authority, other than SUBR Regulations.

"Assignment of Contract Document Documents" means the Assignment of Contract Documents dated as of September 1, 2003, between the Owner and the Trustee.

"Award" means any payment or other compensation received or receivable as a consequence of a Taking.

"Bond Documents" means the Loan Agreement, the Permitted Mortgage, the Assignment of Contract Documents, the Indenture, the Credit Facility, the Management Agreement and other instruments executed by Owner in connection with ~~the issuance of~~ the Bonds, all as amended and supplemented from time to time.

"Bonds" shall mean the ~~Issuer's~~ Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds, (Baton Rouge Student Housing, L.L.C. Project), Series 2003A and Series 2003B (the "2003 Bonds") and all additional bonds issued under the Indenture.

~~"Business Day" means a day excluding Saturday, Sunday and any Holiday. "Campus" "Campus" means the main campus of SUBR in Baton Rouge, Louisiana.~~

~~"Campus Occupancy Report" means a report of the information, projections or estimates of on-campus or other SUBR-sponsored housing prepared by SUBR.~~

~~"Commencement of Construction" means the date on which foundation work for the Facilities is begun, following issuance of a foundation permit by the applicable Governmental Authority.~~

~~"Committee" means the Board of Managers of the Owner.~~

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~~"Construction Contract" means the AIA Construction Contract dated September 23, 2003, by and between Owner, as Owner, and General Contractor, as contractor.~~

~~"Construction Deliverables" means, with respect to any construction or repairs of the Facilities or any procurement and installation of initial Facility Equipment, (i) two (2) sets of final as-built plans, specifications, electrical and plumbing schematics, working drawings and change orders; (ii) two (2) sets of all operating and safety manuals; (iii) the original certificates of occupancy and all other final inspections and permits and all operating licenses or permits required by Applicable Laws, and (iv) all suppliers', manufacturers' and other contractors' and subcontractors' warranties and guaranties.~~

~~"Credit Facility" means, initially, the policy of municipal bond insurance issued by the Initial Enhancement Provider in favor of the Trustee, and thereafter "Credit Facility" shall mean any other" means any policy of municipal bond insurance and any letter of credit issued to secure any Bonds or any other indebtedness secured by a Permitted Mortgage, and any amendments and extensions thereof.~~

~~"Data/Voice System" means data and voice communication systems in the Project, including telephone, cable television and internet service, comparable to and compatible with the data and voice communications systems provided to other SUBR facilities, and using the switches, routers and hubs maintained by SUBR on the Campus unless otherwise approved by SUBR.~~

~~"Date of Opening" means the date the Facilities are opened for occupancy by Tenants after the Facilities and initial Facility Equipment have been Substantially Completed.~~

~~"Deposits" means any security deposit, damage deposit, pet deposit or fee or charge payable by any Tenant as security for his or her obligations under any Housing Contract.~~

~~"Developer" means Educational Development Company of America, L.L.C., a Texas limited liability company.~~

~~"Development Agreement" means the Development and Project Management Contract between Owner and Developer for the development of the Project, substantially in the form attached hereto as EXHIBIT "D".~~

~~"Director of Housing" means the Director of Housing at SUBR.~~

~~"Effective Date" means the effective date of this Agreement as set forth in the introductory paragraph hereof.~~

"Eligible Residents" means the following categories of residents, listed in order of priority: (1) ~~Post~~post baccalaureate and married students of SUBR;

~~So. University/Marketing Agreement~~ ~~4(2)~~, (2) faculty members of SUBR who are residing in the Facilities in connection with an established program of SUBR to provide enhanced educational benefits to students of SUBR; ~~and(3)~~ (3) key personnel employed in the management or maintenance of the Facilities, whose availability at the Facilities during non-working hours is deemed by Owner to be beneficial to its ability to operate and maintain the Facilities.

"Enhancement Provider" means ~~the Initial Enhancement Provider or~~ a banking institution or nationally recognized insurer of municipal bonds which provides a Credit Facility for the benefit of the Holders (as defined in the Indenture) of the Bonds or any party succeeding to the Administrative Rights (as such term is defined in the Indenture) of an Enhancement Provider as provided in Section 302(e) of the Indenture.

"Expiration Date" means the scheduled expiration date of the Term of this Agreement.

"Event of Default" means any matter identified as an event of default under Section ~~10.1.8.~~

~~"Expiration Date"~~ means the scheduled expiration date of the Term of this Agreement.

"Facilities" means all improvements constructed or to be constructed on the Land, including the complex of 15 buildings constructed ~~or to be constructed~~ on the Owned Land which include two hundred seventy-six (276) apartment units and a clubhouse and approximately four hundred and fifty parking spaces (450) and certain drainage facilities constructed ~~or to be constructed~~ on the Owned Land or the Servitude, the ~~Data~~oiceData/Voice System and related facilities for use by Tenants as permitted under this Agreement.

"Facility Equipment" means all fixtures, furnishings, equipment, machinery and other personal property of Owner installed and used in connection with the operation of the Premises which are not permanently affixed to the Facilities. ~~The initial Facility Equipment to be installed by Owner prior to the Date of Opening is more fully described in the Plans and Specifications.~~

"Fall Semester" means, with respect to any fall academic term of SUBR, such fall academic term commencing during the month of August of each year and ending during the month of December of such year.

"Fiscal Year" means the period commencing on July 1 of each calendar year during the term and ending on June 30 of the following calendar year.

"Force Majeure" means any (a) Act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard and other unusual or unseasonably adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, blockade, insurrection, riot or civil disturbance; (b) labor dispute, strike, work slowdown or work stoppage; (c) order or judgment of any Governmental Authority or delay by any Governmental Authority to issue building or occupancy permits within the time frame normally required by such Governmental Authority, if not the result of willful or negligent action of Owner; (d) adoption of or change in any Applicable Laws after the date of execution of this Agreement; (e) any wrongful acts or omissions by SUBR which cause delay or other damage; or (f) any other similar cause or similar event beyond the reasonable control of Owner.

"Foreclosure" means a foreclosure of any Permitted Mortgage or any conveyance in lieu of foreclosure of any Permitted Mortgage. SUBR shall have the right to be the purchaser at any Foreclosure of any Permitted Mortgage.

So. University/Marketing Agreement ~~5~~

~~"GAAP" means generally accepted accounting principals consistently applied, using accrual basis accounting.~~

~~"General Contractor" means Summit Construction, Inc., the general contractor of the Facilities.~~

"Governmental Authority" means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit other than SUBR (federal, state, county, district, municipality, city or otherwise) whether now or hereafter in existence.

"Gross Revenues" means with respect to any Fiscal Year, all gross receipts of Owner from the Premises, computed on a cash basis and otherwise in a manner reasonably acceptable to SUBR and Owner, and as otherwise permitted by the Bond Documents, including all Occupancy Rentals, laundry and vending machine revenues, and any forfeited Deposits.

"Hazardous Material" means (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 691 et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 691 et seq.), as amended from time to time, and regulations promulgated thereunder; (c) polychlorinated biphenyls; (d) underground storage tanks, whether empty, filled or partially filled with any substance, (e) any substance the presence of which on the Owned Land is prohibited by any governmental requirements; and (f) any other substance which by any Applicable Law requires special handling or notification of any Governmental Authority in its collection, storage, treatment or disposal.

~~"Holiday" means any day which shall be a legal holiday in the State of Louisiana or a day on which banking institutions in the State of Louisiana are authorized or required by law to close.~~

"Housing Contract" means the lease or occupancy agreement between Owner and a Tenant for the rental of all or part of a housing unit (one (1) bed) in the Facilities, ~~substantially~~ in the form ~~attached hereto as EXHIBIT "H".~~ provided by the Owner or the Manager.

~~"Indenture" means that Indenture of Trust, dated as of September 1, 2003, as amended or supplemented, between the Issuer and the Trustee, as trustee, as amended and supplemented from time to time.~~

~~"HUB" means a historically underutilized business enterprise, as certified by the State of Louisiana or any other Governmental Authority whose RUB certification process and standards are reasonably acceptable to SUBR.~~

~~"Independent Professional" means any architect, engineer or consultant selected and retained by SUBR to inspect the Facilities or Facility Equipment on behalf of SUBR.~~

~~"Initial Enhancement Provider" means ACA Financial Guaranty Corporation. "Initial~~

~~"Manager" means Campus Advantage, Inc., a Texas corporation.~~

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~~"Institutional Investor" means (a) any one or more of the following which has, either individually or in the aggregate, assets of \$10,000,000.00 or more or is a subsidiary of or under common control with any such entity: ~~(i)~~ (i) any bank, savings and loan association, ~~-~~ trust company or savings bank, whether chartered by a state or the United States; ~~(ii)~~ (ii) any insurance company organized under the laws of any state or the United States; ~~(iii)~~ (iii) any real estate investment trust; or ~~(iv)~~ (iv) any pension, retirement or welfare fund or trust supervised by a governmental authority of any state or the United States or any such fund or trust administered by an entity which is supervised by a governmental authority; or (b) a trustee acting on behalf of owners of bonds, debentures or other investment securities.~~

~~"Issuer" means the Louisiana Local Government Environmental Facilities and Community Development Authority.~~

~~"Land" means the Owned Land and the Servitude.~~

~~"Loan Agreement" means the Loan Agreement between the Issuer and the Owner dated January 1, 2003.~~

~~"Management Agreement" means the Management Agreement between Owner and Manager for the operation and management of the Premises, substantially in the form attached hereto as EXHIBIT "F".~~

~~"Manager" means Campus Advantage, Inc. or another Person approved by Owner, and the Enhancement Provider, if applicable, and the Enhancement Provider, if appropriate.~~

~~"Marketing Agreement or Agreement" means this Marketing Agreement by and between SUBR with the consent and approval of the Southern University System and the Owner, as the same may be amended, supplemented, restated or replaced from time to time.~~

~~"Member" means, initially, Student Housing of America, Inc., and thereafter, the member of the Owner identified in Owner's Articles of Organization and Operating Agreement as from time to time amended.~~

~~"Minimum Occupancy" means occupancy of the Facilities based on signed leases of ninety-five percent (95%).~~

"Net Cash Flow" means, with respect to any Fiscal Year, Gross Revenues minus Annual Expenses for such Fiscal Year.

~~"Occupants" means Eligible Residents, other students of SUBR, and, to the extent approved by tax counsel to the Member as not being inconsistent with the Member's 501(c)(3) status, another institution of higher learning.~~

"Occupancy Rentals" means all rentals and fees paid by Occupants to occupy housing at the Facilities pursuant to the payment provisions of any Housing Contracts or other leases or occupancy agreements, but excluding any Deposits required thereunder.

"Occupants" means Eligible Residents, other students of SUBR, and, to the extent approved by tax counsel to the Member as not being inconsistent with the Members 501(c)(3) status, another institution of higher learning.

"Operating Expenses" means all costs (subject to the limitations set forth below and as set forth in the Bond Documents) that Owner incurs in any Fiscal Year or portion thereof ~~after the initial Facilities and Facility Equipment are Substantially Complete~~, in connection with the leasing, operation, maintenance, repair, replacement, and security of the Project, reasonably determined to be expense items rather than capital items in accordance with GAAP, including the following costs: (A) the cost of all water, sewer, gas and other utilities other than costs for telephone, electricity, and cable television payable directly by Tenants; (B) the cost of all insurance required hereunder; (C) the cost of repairs, replacements, and general maintenance of the Facilities or Facility Equipment; (D) the cost of service or maintenance contracts with independent contractors for the operation, maintenance, repair, replacement, or security of the ~~Building~~ building (including alarm service, window cleaning, and elevator maintenance); (E) Taxes; (F) any lease payments made by Owner under any equipment leases permitted hereunder for any Facility Equipment; excluding, however, any costs, payments or disbursements that constitute capital expenditures under any equipment leases permitted hereunder; and (G) the ~~Cost~~ cost to operate the Data/Voice System. Operating expenses shall not include depreciation or amortization or fees payable under the Oversight Consulting Agreement.

"Oversight Consultant" means Student Housing of America, Inc., a Georgia non-profit corporation, and its permitted assigns, including without limitation RHA Consulting and Management Services, Inc. in the event that the Oversight Consulting Agreement should be assigned to that entity.

"Oversight Consulting Agreement" means the Oversight Consulting Agreement entered into between the Owner and the Oversight Consultant ~~substantially in the form attached hereto as Exhibit "I"~~.

"Owned Land" means the tract of approximately 7.922 acres of land, more particularly described ~~on EXHIBIT "A-1" attached hereto~~ in the Permitted Mortgage.

"Owner" means Baton Rouge Student Housing, L.L.C., a Louisiana limited liability company.

"Owner's Interest" means Owner's fee simple title to the Owned Land and the improvements thereon and Owner's interest in the Servitude and improvements thereon (all subject to Permitted Encumbrances) and Owner's interest in this Marketing Agreement.

"Permitted Assignee" means (a) any Permitted Mortgagee, any purchaser at a Foreclosure, or any other Person selected by a Permitted Mortgagee subsequent to a Foreclosure of a Permitted Mortgage, (b) any Affiliate of

Owner or (c) any non-profit corporation approved by SUBR in its reasonable discretion and which has been formed for the purpose of serving as

~~So. University/Marketing Agreement~~ S Owner hereunder and which has received a Letter of Determination issued by the Internal Revenue Service to confirm its status as an entity described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

"Permitted Encumbrances" means those easements, rights of way, restrictions and other matters affecting title to the Owned Land as of the Effective Date, as set forth in EXHIBIT "B" attached hereto the Permitted Mortgage.

"Permitted Mortgage" means the Mortgage and Assignment of Rents and Leases, ~~of even date herewith,~~ from the Owner for the benefit of the Trustee and its assignees, in connection with the issuance of the Bonds, and any other mortgage or security interest issued to secure the Bonds or any permitted refunding thereof or any Credit Facility therefor.

"Permitted Mortgagee" means, initially, the Trustee ~~and the Initial Enhancement Provider,~~ and thereafter any holder of or indenture trustee for the debt secured by a Permitted Mortgage or beneficiary of the Permitted Mortgage that is either an Institutional Investor, an Enhancement Provider, a bank or trust company duly authorized to exercise trust powers in Louisiana (in the case of any such indenture trustee), any other Person approved by SUBR, or a transferee claiming by, through or under either of the foregoing, including, but not limited to, an entity created by the Permitted Mortgage to claim any and all rights of the Owner hereunder as a result of foreclosure or assignment under the Permitted Mortgage.

"Person" means an individual; a trust; an estate; a Governmental Authority; or a partnership, joint venture, corporation, limited liability company, company, firm or any other entity whatsoever. ~~—~~

~~"Plans and Specifications" means the final plans, specifications and working drawings approved by SUBR and Owner prior to the Effective Date for the construction of the Facilities and the procurement and installation of the initial Facility Equipment, as listed in the approval by SUBR which is attached hereto as EXHIBIT "C", as the same may be amended from time to time as permitted in Section 4.1. The Plans and Specifications shall include specifications provided by or acceptable to SUBR for all cabling and wiring in the Facilities necessary to provide the Data/Voice System.~~

"Premises" means, collectively, the Owned Land and the Facilities, and the leasehold interest of the Owner in the Servitude and any improvements located thereon, provided, however, that with respect to any provision hereof relating to the remedy or clean-up of environmental conditions on the Premises or compliance with environmental laws or Hazardous Materials detection, the term "Premises" shall be deemed to exclude the Servitude.

"Project" means, collectively, the Land, Facilities and Facilities Equipment for the 324 unit, 576 bed student housing facility located on the Owned Land, to be known as the Palisades or such other name as may be mutually agreed upon by SUBR and Owner during the Term of this Agreement, and the Owner's leasehold interest in the Servitude and the improvements located or to be located thereon, which are contemplated to be limited to drainage and parking facilities.

"Reserve Amounts" means the amounts required to be established and funded pursuant to documents evidencing any loan or otherwise for debt service, operating and capital reserves, including without limitation any repair and replacement fund.

"Semester"/"Semesters" means the Fall Semester, Spring Semester and Summer Session, collectively referred to herein as Semesters and individually referred to herein as a Semester.

"Servitude" means the parking and drainage servitude in favor of the Owner encumbering a tract of approximately 4.002 acres of land, ~~more particularly described on EXHIBIT "A 2" attached hereto.~~

"Spring Semester" means, with respect to any spring academic term of SUBR, such spring academic term commencing during the month of January of each year and ending during the month of May of such year.

"Student Center" means the building or room(s) and related facilities located on Campus and designated by SUBR from time to time as the student center for use by SUBR students as a lounge, central gathering place and other student activities permitted under SUBR Regulations.

"SUBR" means Southern University and A & M College at Baton Rouge and Southern University Law Center.

"SUBR Regulations" means all present and future rules, policies, procedures and regulations of SUBR pertaining to SUBR-sponsored student housing, SUBR facilities and property and student academic/social standing, behavior or conduct, including SUBR's Student Code of Conduct, as amended from time to time, and all other regulations as set forth in SUBR's publications or otherwise disseminated as official SUBR rules or policies pertaining to such matters; provided, however, such regulations shall not apply in a discriminatory fashion to the Project as opposed to other student housing, and shall not materially adversely affect the financial operations of the Owner. Owner shall have the right to dispute the applicability of any SUBR Regulation to the Project pursuant to the dispute resolution process ~~described in Article 19 hereof.~~

"SUBR Representative" means one or more of the Persons designated and authorized in writing from time to time by SUBR to represent SUBR in exercising SUBR's rights and performing SUBR's obligations under this Agreement. The initial SUBR Representative shall be ~~Dr. Edward R. Jackson,~~ the Chancellor of SUBR.

"SUBR Sponsored Housing" means any apartment or dormitory style housing which SUBR has approved for use by SUBR students, faculty or staff, excluding student housing which is on Campus (regardless of who operates such on-Campus student housing, and regardless of whether it is leased to a third party or constructed by a third party on a portion of the Campus ground-leased to it).

~~"Substantially Completed" means Developer and the General Contractor have signed and issued to SUBR a certificate of completion for the Project confirming that (a) construction~~

~~and installation of the Facilities and Facility Equipment on the Land have been substantially completed in accordance with the Plans and Specifications and all Applicable Laws, subject only to minor punchlist items that do not materially interfere with the use of the Project for its intended use and that can reasonably be completed within two (2) weeks after the date of such certificate; (b) all utilities are connected and services are being furnished to the Facilities; (c) pedestrian and vehicular access to the Facilities are available in accordance with the Plans and Specifications; (d) all final inspections have been made and all final certificates, licenses and approvals required under Applicable Laws have been issued by applicable Governmental Authorities; provided, however, that SUBR's Representative shall have the right, prior to the issuance of such certificate of completion, to perform a final walkthrough of the Project with Owner, Developer and the General Contractor and to participate in the preparation of the punchlist of items to be completed and the determination of the time period for completion of such items.~~

~~"Summer Session"~~ means with respect to any summer academic term of SUBR, such summer academic term commencing during the month of June of each year and ending during the month of August of such year.

~~"Taking"~~ means the acquisition, by condemnation, eminent domain or similar proceeding or by any sale or lien thereof, by or at the direction of any Governmental Authority or other Person with the power of eminent domain.

~~"Taxes"~~ means all federal, state and local ad valorem or property taxes, general assessments, special assessments, personal property taxes, sales taxes, use taxes, rental taxes, excises levies, license and permit fees of any kind ~~(other than permits needed for the construction of the Facilities)~~ and other similar charges which are levied, assessed or imposed on or with respect to the Project or any Occupancy Rentals therefrom, and all taxes or similar charges imposed in substitution for any of the foregoing, excluding, however, income taxes and franchise taxes payable by Owner, ~~Developer~~ or Manager.

~~"Tenants"~~ means Occupants who have entered into Housing Contracts with the Owner.

~~"Term"~~ means the period commencing on the Effective Date hereof and ending on the first date after the issuance of the ~~Series 2003~~ Bonds when all indebtedness evidenced by the Bonds ~~and~~ all obligations of the Owner to ~~the Initial Enhancement Provider and to any other~~ any Enhancement Providers or their successors in interest with respect thereto and all other amounts owed by the Owner under the Bond Documents have been fully paid.

~~"Tenants"~~ means Occupants who have entered into Housing Contracts with the Owner.

~~"Trustee"~~ means, initially, Bank of New York Trust Company of Florida, N.A., as trustee under the Indenture, and thereafter means any other trustee serving as indenture trustee under the Indenture or any other trust indenture securing indebtedness secured by a Permitted Mortgage.

~~ARTICLE 2. PAYMENTS TO THE UNIVESITY~~

Section 2. Referrals.

(a) Priority Referral to Facilities. SUBR shall refer Eligible Residents to the Facilities as follows:

(i) Each semester, SUBR shall refer Eligible Residents to the Facilities. In order to ensure that the Facilities will be fully occupied by Occupants, SUBR will not refer any Eligible Residents to any other SUBR Sponsored Housing Facility until (based on signed Housing Contracts) the Facilities have achieved Minimum Occupancy. SUBR shall notify the Eligible Residents of their referral to the Facilities by written notice in the form provided by the Owner or Manager. In order to insure that the Facilities will be fully occupied by either Eligible

Residents or other Occupants, SUBR will not refer any Eligible Residents to any SUBR Sponsored Housing Facility other than the Facilities for any Semester until Minimum Occupancy is obtained for that Semester.

(ii) Notwithstanding the foregoing provisions of this Section 2, SUBR shall not be obligated to require any Eligible Resident to lease a unit in the Facilities. Thus, if any Eligible Resident rejects a referral to the Facilities, then SUBR may subsequently refer such Eligible Resident to another housing facility on or off the Campus.

(iii) Owner shall notify SUBR each Semester when the Facilities are sufficiently occupied to achieve the Minimum Occupancy for the applicable Semester. During each Semester, Owner shall every 2 months notify SUBR of any vacancies that occur at the Facilities in order to give SUBR an indication of the number of units that will need to be leased for the immediately succeeding Semester.

(b) **Occupancy Rentals; Housing Contracts.** Owner shall charge Occupancy Rentals to Tenants of the Facilities during each Fiscal Year at the rates set forth in the Annual Budget for such Fiscal Year. The Occupancy Rentals shall be established as shall be necessary to (i) assure maximum occupancy and use of the Facilities and the services related thereto; (ii) satisfy the applicable covenants contained in the Bond Documents, including the payment of the debt service on any debt secured by any Bond Documents, the Reserve Amounts and all other payments and charges required under the Bond Documents; and (iii) generate sufficient revenues for the payment of all other Annual Expenses.

(i) Owner shall arrange for each Tenant to execute and deliver to Owner a Housing Contract. Owner shall be entitled to amend the form of Housing Contract from time to time, in which event Owner shall deliver the amended form to SUBR for its consent, which shall not be unreasonably withheld.

(ii) SUBR will have no obligation to Owner if any Tenant fails to pay the Occupancy Rentals in accordance with the terms of its Housing Contract.

(iii) SUBR agrees to facilitate the assignment to Owner of the financial aid of any Occupant who is a student of SUBR, to pay for Occupancy Rentals, provided Owner obtains the Occupant's written consent for the assignment.

(iv) SUBR reserves the right to build, or cause to be constructed, any academic, athletic, or student housing on its Campus, whether owned and/or operated by SUBR or by a third party, and to assign its students to such facilities, subject to Section 2(a).

(c) **SUBR Promotions.**

(i) SUBR shall actively promote and market the Facilities to Eligible Residents as an integral part of the overall housing program of SUBR in the following ways:

(1) Provide information regarding the Project on SUBR's website or a link to the Owner's and/or any Manager's website regarding the Project.

(2) Include a housing brochure (prepared by Owner) in all response mailings to prospective students seeking information about enrolling at SUBR.

(3) Include a housing brochure (prepared by Owner) in all mailings to student applicants which notify them of their admittance to SUBR.

(4) Provide Owner with a convenient space at no cost on the first floor of the Student Center for a project information booth, in a location and of a size and design mutually agreeable to the parties, and subject to all SUBR Regulations.

(5) Provide Owner upon request with a list of those students who have indicated an interest in living in SUBR-sponsored student housing, to the extent same is reasonably available or accessible to SUBR.

which includes to the extent available their first and last name, classification, mailing address and telephone number.

(6) Allow Owner to use a reasonable number of signs, flags and banners provided by Owner on the Campus to market the Project.

(7) Incorporate information about the Project in all appropriate SUBR publications.

(8) Jointly with Owner organize an “open house” at the Project at the beginning of each Semester and invite all deans and faculty of SUBR.

(9) Permit the management staff for the Project to participate in all residence staff training programs and other similar programs made available to the staff of other housing facilities at SUBR.

(10) With the written approval of the referred Occupant, disburse directly to Owner the housing portion of such referred Occupant’s financial aid award.

(11) Include the Project on the regularly scheduled bus route of Jag Tran, SUBR bus service.

(12) Make reasonable efforts to support and maintain a safe environment at the Facilities.

(13) Provide Project staff with copies of University Student Life materials, manuals, handbooks, policies and procedures so that maximum consistency may be provided.

(14) Provide for and allow residents of the Project the option of utilizing the on campus meal plan program, counseling and on-line library services afforded to on campus residents.

(15) Upon notification by any undergraduate students of SUBR that they do not elect to live on campus, SUBR shall refer them to the Facilities.

(ii) Owner shall cooperate in promoting and marketing the Project by causing the following actions to be taken, all at Owner’s cost:

(1) Prepare a housing brochure which reflects the floor plans, amenities and benefits of the Project.

(2) Maintain an on-site leasing office at the Project.

(3) Prepare color mounted renderings of the Project for use by SUBR in its promotion and marketing of the Project.

(d) **Campus Occupancy Reports.** SUER shall use reasonable efforts to provide Owner with a report of the information, projections or estimates of SUBR-sponsored student housing, including the information described in this Section (the “Campus Occupancy Report”). The Campus Occupancy Report shall be a written report certified by the Director of Housing for SUBR as being true and correct and shall set forth the following:

(i) A list of all Occupants for the applicable Semester (including a listing of the name and address of each occupant);

(ii) A schedule showing the amounts of (1) the prepaid Occupancy Rentals and security deposits received by SUBR from all Tenants, (2) the Occupancy Rentals to be paid by the Tenants for the remainder of the applicable Semester, and (3) the Occupancy Rentals charged for other SUBR-sponsored student housing; and

(iii) Such other information or documents as Owner (or the Enhancement Provider) shall reasonably request in order for Owner (and the Enhancement Provider) to verify the referral of Eligible Residents to the Facilities. Notwithstanding the foregoing provisions of this Section to the contrary, SUBR shall not be obligated to include any of the foregoing information in a Campus Occupancy Report to the extent SUBR is precluded from disclosing such information by Applicable Laws.

(e) **Dedication of Project to Occupants.** Owner shall offer units in the Facilities for lease only to Occupants. Owner shall cooperate with SUBR in marketing the Facilities to Eligible Residents.

(f) **Restriction on Other SUBR Sponsored Housing.** SUBR covenants that it will not undertake or otherwise approve additional SUBR Sponsored Housing unless an independent consultant acceptable to the Trustee certifies that the Project is then at least ninety percent (90%) occupied by Occupants, and Owner has met the rate covenant set forth in Section 8.08 of the Loan Agreement for each of the two (2) preceding fiscal years of Owner.

Section 3. Payments to SUBR.

(a) ~~Section 2.1.~~ **Net Cash Flow.** In consideration for the obligations and responsibilities of SUBR contained herein, SUBR shall receive, so long as the Indenture is in effect, all funds payable to SUBR from the Surplus Fund pursuant to Section 509 of the Indenture at the times and subject to the conditions stated therein.

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~~Section 2.2.~~ **Replacement Reserve.** During the Term, Owner will, subject to and in accordance with the provisions of the Indenture, monthly place in a separate account the monthly Replacement Reserve set out in the Annual Budget and in accordance with the Indenture. Except as otherwise set forth in the Indenture, such fund shall be used solely for scheduled capital repairs to the Facilities or Facility Equipment.

~~ARTICLE 3. USE OF PREMISES~~

Section 4. Use of Premises.

(a) ~~Section 3.1.~~ **Purpose of Marketing Agreement.** In consideration for the obligations and responsibilities of SUBR contained herein, Owner agrees that the Premises shall be used by Owner only for the purpose of ~~developing and constructing the Facilities and procuring and installing the Facility Equipment in accordance with the Plans and Specifications, and thereafter~~ leasing, operating, maintaining, repairing and replacing the Project to provide SUBR Sponsored Housing for Occupants in accordance with this Agreement, all Applicable Laws and all SUBR Regulations. Except as otherwise provided herein, the Owner shall not use the Project for any other purpose. Owner shall not cause or permit any waste of the Land, Facilities or Facility Equipment, or any public or private nuisance or illegal activities on the Premises. Owner shall at all times enforce ~~the Construction Contract, Development Agreement,~~ any Management Agreement and all Housing Contracts in accordance with the terms thereof.

(b) ~~Section 3.2.~~ **Benefit of SUBR.** Subject to Section ~~9.5,2(e),~~ Owner shall lease and hold the Project for the support, maintenance or benefit of SUBR and Occupants, and the Project shall be leased for a purpose related to the performance of the public and school purposes, duties and functions of SUBR, specifically student housing, and subject to SUBR Regulations.

(c) ~~Section 3.3.~~ **Conveyance of Project.** Upon the last to occur of (a) payment in full or defeasance of all of the Bonds and payment of all obligations of the Owner to ~~the Initial Enhancement Provider and any other~~ any Enhancement

Providers and (b)ii the expiration or termination of this Agreement, however such expiration or termination may be brought about, Owner shall, at the sole discretion of SUBR, convey the Project in good working order and in a clean, safe and habitable condition, ordinary wear and tear, damage by a Taking or insured casualty excepted (subject to the terms hereof), (a)A to SUBR, provided it elects in writing to accept such conveyance, (b)B if SUBR does not elect in writing to accept such conveyance, to Southern University System Foundation, Inc., provided that it elects in writing to accept such conveyance, and (c)C if neither SUBR nor such foundation elect in writing to accept such conveyance, to any organization described in Section 170(c)(1) or (2) of the Internal Revenue Code of 1986, as amended, which is designated as the recipient of such conveyance, by SUBR and which is willing to accept such conveyance. If either SUBR or such foundation do not elect in writing to accept such conveyance within ninety (90) days of being notified by the Borrower that the Borrower is required to make such conveyance to the notified party hereunder provided that the notified party elects to accept it, such notified party's right to elect to accept such conveyance shall terminate. Owner shall pay over to the party to whom it conveys the Project as aforesaid an amount equal to the aggregate amount of Deposits with respect to all Housing Contracts then in effect, and Owner shall cause the Manager to cooperate with such party in the orderly transition of all management and accounting matters. The provisions of this Section shall survive the expiration or termination of the Agreement.

Section 5.

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12 Maintenance, Repairs, Casualty Damage.

~~ARTICLE 4. CONSTRUCTION~~

~~Section 4.1. Owner to Pay Costs. Owner will develop and construct the Facilities and procure and install the Facility Equipment on the Land at its own cost and expense. SUBR shall not have any financial obligation or other obligation of any kind under this Marketing Agreement except as specifically set forth herein. Owner will cause the development and the construction of the Facilities and the installation of the Facility Equipment to be Substantially Completed by August 1, 2004.~~

- ~~A. Prior to Commencement of Construction, Owner shall deliver to SUBR Representative, (1) a copy of the signed Development Agreement, (2) a copy of the signed Construction Contract, and (3) a copy of the payment and performance bonds in an amount equal to the contract price set forth in the Construction Contract.~~
- ~~B. Owner shall engage the General Contractor, which shall furnish all supervision, tools, implements, machinery, labor, materials and accessories such as are necessary and proper for the construction of the Facilities and installation of Facility Equipment, shall pay all permit and license fees and shall construct and complete the Facilities and Facility Equipment in a good, substantial and workmanlike manner all in accordance with this Agreement, the Plans and Specifications and all documents executed pursuant hereto and thereto, and all Applicable Laws and SUBR Regulations.~~
- ~~C. Subject to the provisions of Section 4.1.D below, Owner shall have sole control of the selection of construction professionals and construction, means and methods for construction of the Facilities. All original construction and all subsequent, alteration, renovation, replacements or additions of or to the Project undertaken by Owner shall be in conformance with all Applicable Laws and SUBR Regulations. Owner shall have the right to contest any such Applicable Laws or SUBR Regulations for reasonable grounds by ordinary and proper procedures.~~

~~D. SUBR has previously reviewed and approved the Plans and Specifications. Changes in work and materials are subject to prior review and approval of the Independent Professional or other SUBR Representative, which approval shall not be unreasonably withheld; however, minor changes in work or materials, not affecting the scope, quality, durability or general character of the Facilities or Facility Equipment may be made in the Plans and Specifications at any time by Owner without the approval of the Independent Professional or SUBR Representative. Changes in excess of \$5,000 individually or \$25,000 in the aggregate with all other changes shall not be considered as minor. Owner shall notify the Independent Professional and/or SUBR Representative of any changes in work or materials that require the Independent Professional's or SUBR Representative's approval and if either fail to respond within five (5) business days after receipt of Owner's notice, it shall be deemed that the Independent Professional or SUBR Representative, as the case may be, has approved any such change.~~

~~E. After the Facilities and initial Facility Equipment have been Substantially Completed, at least sixty (60) days prior to undertaking any structural alteration, renovation, remodeling or capital repairs or replacements of the Facilities during the Term, Owner shall submit plans (including the estimated budget and construction schedule) for such work to the SUBR Representative. The SUBR Representative shall either approve, which approval shall not be unreasonably withheld, or disapprove any such plans within thirty (30) days after receipt of such plans from Owner. If the SUBR Representative fails to respond within such thirty (30) day period, it shall be deemed that approval has been given for any such work. Upon receipt of such approval, Owner shall promptly commence and then diligently proceed with such work until Substantially Completed in according with such approved plans, all Applicable Laws and SUBR Regulations.~~

~~F. Owner shall, or shall require the Developer to, upon written request of SUBR, make, in such detail as may reasonably be required, and forward to SUBR, reports in writing as to the actual progress of the construction of the Facilities. During such period, the construction work shall be subject to inspection by the Independent Professional and by authorized personnel of SUBR in order to verify reports of construction, determine compliance with Applicable Laws and SUBR Regulations, determine compliance with the Plans and Specifications or subsequently any other approved plans, or such other inspections as may be necessary in the reasonable opinion of the SUBR Representative.~~

~~G. Before erecting or placing any sign upon the Premises, Owner shall submit the design and specifications of such sign to the SUBR Representative for approval, which approval shall not be withheld if such signage is consistent with SUBR's current signage policy or such signage was included in the Plans and Specifications.~~

~~H. Within fifteen (15) days after any construction, repair, renovation or replacement of the Facilities and/or Facility Equipment is Substantially Completed, Owner will~~

~~deliver to SUBR's Representative all Construction Deliverables relating to such work.~~

~~Section 4.2. Personal Property. All Facility Equipment shall be owned by and remain the property of Owner; with SUBR's prior approval, Owner shall have the right to lease certain Facility Equipment from time to time. The Facility Equipment will be provided to Tenants as part of the Occupancy Rental, and there will not be additional rent paid by the Tenants for the Facility Equipment. The Owner may require the Tenants to pay for any services required to utilize internet service, local and long distance telephone and cable television service.~~

~~Section 4.3. Architectural and Design Considerations. SUBR has reviewed and approved the layout and general character and appearance of the Facilities, which the Owner represents and warrants conform to the provisions of this Section 4.3. The Facilities shall consist of student housing which shall be durable and aesthetically pleasing. Sources of exterior noise shall be minimized wherever reasonably possible, and the housing designed and sited so that sound is not created nor directly transmitted from one unit to another by proximity of the units.~~

~~The Facilities, including all walkways and parking lots, and all Facility Equipment shall be designed and constructed or procured and installed in compliance with applicable portions of (i) the Americans With Disabilities Act of 1992, as amended and (ii) any other Applicable Laws relating to handicapped access, architectural barriers and the like. All Facility Equipment and all other fixtures, supplies and materials used in construction shall be new, and all mechanical components for each mechanical system (i.e., heating system, interior components of air conditioning system, exterior components of air conditioning system, etc.) shall be from a single vendor. All changes in exterior materials and colors from those set forth in the Plans and Specifications are subject to the approval of SUBR, which approval shall not be unreasonably withheld. All exterior lighting shall be of the type and sited so as to provide adequate light for security purposes with minimal lighting spillover into housing windows. Waste disposal areas shall be located on the Land, be easily accessible to a collection vehicle and the Tenants and must be adequately screened. Transformer or other utility boxes or meters which are placed in landscape areas or on other areas within the Premises shall be screened by use of building enclosures, landscaping or a combination thereof. All exterior signage shall conform to SUBR Regulations and all other design standards of SUBR and shall be subject to the approval of SUBR, which approval shall not be unreasonably withheld. Landscaping shall create a pleasing and functional outdoor living environment. All parking lots and access roads to the Facilities shall meet or exceed requirements of the codes and ordinances of Baton Rouge, Louisiana. A perimeter fence with locking gates shall be installed around the Facilities. Any changes to the aforementioned requirements, whether as a result of the initial construction, any reconstruction or maintenance thereof, shall be subject to the prior written approval of SUBR.~~

~~ARTICLE 5. MAINTENANCE, REPAIRS, CASUALTY DAMAGE~~

~~(a) Section 5.1. **Repairs.** Throughout the Term of this Agreement, Owner shall keep and maintain, or cause to be kept and maintained, the Premises and all Facility Equipment located thereon in a good state of repair, in a clean and attractive condition and in compliance with all Applicable Laws and SUBR Regulations, damage caused by casualty, condemnation and Force Majeure excepted (subject to Owner's compliance with the terms of this Agreement relating to Force Majeure). All mechanical equipment shall be maintained in accordance with manufacturers' recommended maintenance requirements, and preventative maintenance and repair to all HVAC related systems shall be performed by~~

manufacturers' certified personnel. The Premises shall be maintained free of litter and trash and shall comply with all Applicable Laws. All parking lots shall be kept clean, and all fire lanes, handicapped access and parking spaces shall be regularly striped. ~~L-Landscaping~~ will be maintained in good and live condition throughout the Term of this ~~Agreement~~ ~~Agreement~~. ~~SUBR shall~~ have the right at reasonable times to make reasonable inspections of the Project ~~during normal~~ business hours with prior notice to Owner and Manager and make recommendations as to proper maintenance of the Project.

(b) ~~Section 5.2-Renovations~~. Owner shall have the right at any time and from time to time to do such alterations, renovations, repairs or replacements to any portion of the Facilities and/or the Facility Equipment as Owner determines is reasonably necessary in order to comply with the requirements of the Bond Documents, any Permitted Mortgage, this Marketing Agreement or the Management Agreement, subject to the prior approval of ~~SUER~~SUBR and the Enhancement Provider, if applicable, for major alterations, which shall not be unreasonably withheld.

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~~Section 5.3-Damage from Casualties~~. Subject to the other terms of this Agreement, the Bond Documents and any Permitted Mortgage, in the event any portion of the Project is damaged by fire or otherwise, regardless of the extent of such damage or destruction, as soon as practicable thereafter, Owner shall arrange for all affected Tenants to receive a refund of a pro rata portion of paid Occupancy Rental pursuant to such Persons' Housing Contracts and in no event longer than ninety (90) days following the date of such damage or destruction, Owner shall commence the work of repair, reconstruction or replacement of the damaged or destroyed portions of the Project and prosecute the same with reasonable diligence until the same is ~~Substantially Completed~~substantially completed, so that the Facilities shall be restored to substantially the same size, function and value (without regard to physical depreciation) as the Facilities existing prior to the damage. All or any portion of the insurance proceeds payable as a consequence of a casualty ~~affecti~~affecting the Facilities shall be deposited and disbursed in accordance with such loan documents or contractual agreements with Owner pending the completion of repairs to the Facilities. If the proceeds available under the insurance required hereunder (or which would be available if such insurance were provided) are insufficient, in the reasonable judgment of Owner, to permit restoration in accordance with the terms of this Agreement, or if payment of the insurance proceeds is contested or not settled promptly for any reason, then ~~SUER~~SUBR shall grant an appropriate extension of the time for commencing repairs to allow Owner to obtain reasonable replacement financing or to obtain the insurance proceeds. If Owner shall in good faith be unable to (a) obtain reasonable replacement financing to restore the Project to substantially the same size, function and value as the Facilities existing prior to the damage or (b) obtain the insurance proceeds then Owner may terminate this Marketing Agreement by written notice to SUBR. In the event of termination under this ~~Section 5.3~~, this Agreement shall terminate ten (10) days after the date of such notice with the same force and effect as if such date were the date herein fixed for the expiration of the Term; provided, however, that subject to payment in full of all of the Bonds and all obligations to any Enhancement Provider (i) all remaining insurance proceeds and any undisbursed Gross Revenues on the date on which title to the Project is required to be conveyed to SUBR pursuant to ~~Section 3.3 hereof~~ shall be promptly paid to ~~SUER~~SUBR.

~~ARTICLE 6. OPERATION AND MANAGEMENT OF FACILITIES~~

Section 6. Operation and Management of Facilities.

(a) ~~Section 6.1-Management Agreements.~~ Owner shall be responsible for the leasing, management, operation and maintenance of the Land and Project in accordance with this Marketing Agreement, all Applicable Laws and SUBR Regulations without cost or expense to SUBR. Owner shall have the right to delegate some or all of such responsibilities to a Manager approved by ~~SUER~~SUBR by entering into a ~~15-16~~ Management Management Agreement. ~~SUBR has approved the Initial Manager.~~ Owner shall require the Manager at all times to keep in effect all real estate, operating and other licenses or permits required by Applicable Laws.

(b) ~~Section 6.2-Books and Records.~~ Owner shall keep, or cause to be kept, accurate, full and complete books and accounts showing exclusively its assets and liabilities and all operations, transactions and the financial condition of the Project. All financial statements shall be accurate in all material respects, shall present fairly the financial position and results of the Project's operations and shall be prepared in accordance with GAAP. Owner and the Manager shall determine methods to be used in the preparation of financial statements, in connection with all items of income and expense including, but not limited to, valuation of assets, the method or

~~So-University/Marketing Agreement-16~~ methods of depreciation, elections, credits and accounting procedures. The books, accounts and records of Owner and the Project shall be maintained at the principal office of Owner or of the Oversight Consultant.

(c) ~~Section 6.3-Audits.~~ SUBR may, at its option and at its own expense with reasonable notice to Owner and Manager and during customary business hours, conduct or cause to be conducted internal audits of the books, records and accounts of Owner, Manager and the Project. Audits may be made on either a continuous or a periodic basis or both and may be conducted by employees of or independent auditors retained by SUBR or any Governmental Authority regulating SUBR. All such audits shall be conducted without materially or unreasonably interrupting or interfering with the normal conduct of business affairs by Owner and the Oversight Consultant. SUBR covenants with Owner to keep the results of any such audits confidential, except as required by SUBR Regulations and by Applicable Law. Owner shall cause annual audits to be conducted in accordance with the terms and conditions of the Bond Documents.

(d) ~~Section 6.4-Committee.~~ The Committee shall have responsibility for the following:

(i) ~~A-~~Issues including the approval of the Annual Budget, successors to the ~~Initial~~ Manager, and approval of the policies and operating procedures governing the Project.

(ii) ~~B-After the initial construction of the Project is Substantially Completed, the~~The Manager will operate the Project in conformity with the Annual Budgets. A draft annual budget for the upcoming Fiscal Year, including recommendations for Occupancy Rental rates and any estimated capital expenditures for the Project for which accumulated Replacement Reserve funds would be needed during such Fiscal Year, will be prepared and submitted by the Manager to the Committee not later than May 1 each year for approval by the Committee by June 1 each year for the upcoming Fiscal Year. Each Annual Budget will be in such detail as the Committee may reasonably require. If at any time during ~~ana~~ Fiscal Year Owner reasonably believes that the amounts set forth in an Annual Budget require adjustment, the Manager must submit a revised Annual Budget to the Committee for approval in accordance with this Section; provided, however, that no such adjustments shall result in any increase in Occupancy Rentals under any Housing Contracts already in effect at the time of such adjustment.

(iii) ~~C-~~If the Committee is unable in good faith after using commercially reasonable efforts to reach a decision regarding an Annual Budget (including the Occupancy Rentals), then Owner shall operate pursuant to the Annual Budget for the previous Fiscal Year for any line item of the Annual Budget in dispute.

(iv) ~~D.~~ The Committee may, by resolution, delegate its powers, but not its responsibilities, to employees of either SUBR or Owner or to any other Person, to the extent permitted by law.

~~E.~~ All actions of the Committee shall be subject to satisfaction and conformity with the applicable covenants contained in ~~any Loan Agreement or the~~ Bond Documents.

(e) ~~Section 6.5. Utilities.~~ Owner shall pay or cause to be paid, before the same become delinquent, all Operating Expenses, including any initial connection fees for water, electricity, sewer and any other utilities used on the Premises throughout the Term. Owner shall provide, at its expense, all off-site utilities to the perimeter of the Owned Land in sufficient capacity to serve the Project. Payments made by Owner pursuant to this Section ~~6.56(e)~~ shall be paid as Annual Expenses under the Annual Budget for the Project.

(f) ~~Section 6.6. Payment of Taxes.~~ Owner shall pay all Taxes before the same become delinquent, as a portion of Operating Expenses, and upon request by SUBR Owner shall provide SUBR evidence of such payment to the appropriate collecting authorities. Owner may pay the Taxes in installments if payment may be so made without penalty other than the payment of interest. The obligations of Owner to pay Taxes under this Section ~~6.66(f)~~ shall apply only to the extent that Owner and the Project are not exempt from paying such Taxes and to the extent that such Taxes are not otherwise abated. Owner shall at all times pay, and cause the ~~Developer and~~ Manager to pay, before the same become delinquent, all income taxes and franchise taxes due and owing by such Person.

(g) ~~Section 6.7. Contested Tax Payments.~~ Owner shall not be required to pay, discharge or remove any Taxes so long as Owner is contesting the amount or validity thereof by appropriate proceedings which shall operate to prevent or stay the collection of the amount so contested. Owner hereby agrees to indemnify and save SUBR harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on any lien arising in respect to such contested amounts which are Owner's responsibility, cause the same to be discharged and removed prior to the execution of such judgment. SUBR shall cooperate with Owner in completing such contest and SUBR shall have no right to pay the amount contested during the contest. Upon the termination of such proceeding, Owner shall deliver to SUBR proof of the amount due as finally determined and proof of payment thereof. SUBR, at Owner's expense, shall join in any such proceeding if any law shall so require.

(h) ~~Section 6.8. Additional Operational Provisions.~~ Owner shall cause the Manager to contract on behalf of the Project exclusively with SUBR for the Data/Voice System services, including telephone, cable television and computer systems services. The charges to Tenants for telephone and cable television shall not exceed the charges for such services at other SUBR sponsored student housing. If SUBR fails, within sixty (60) days after the execution of this Agreement, to commit in writing to detailed arrangements reasonably acceptable to Owner to provide the Data/Voice System services at rates equal to or less than those available to Manager directly from the carriers or other providers of such services, then Manager will be permitted to contract for such Data/Voice System services from sources other than SUBR.

(i) ~~A.~~ ~~SUER~~ SUBR shall have the right, at its option, to make or cause to be made annual inspections of the Project to ascertain the quality of maintenance provided by Owner. Upon any such inspection, SUBR shall notify Owner of all items of repair or replacement deemed reasonably necessary to maintain the Project in a clean, safe and presentable condition and in good working order. SUBR shall

~~So. University/Marketing Agreement — 18~~ provide a copy of such notice to each Permitted Mortgagee entitled to notices under this Agreement. Upon receipt of such notice, Owner shall make or cause to be made, within thirty (30) days after such notice is given, ~~such~~ corrective maintenance or repair of the Project as reasonably necessary to meet the minimum standard of maintenance or repair of other SUBR sponsored student housing.

(ii) ~~B.~~ Owner shall enforce ~~the Construction Contract, the Development Agreement and~~ the Management Contract, and Owner shall cause the Manager to enforce all Housing Contracts, in accordance with their terms and shall not agree to any material amendment thereto without SUBR's consent. Owner shall lease, manage and operate the Project in accordance with the applicable Annual Budgets.

~~ARTICLE 7. INSURANCE, INDEMNIFICATION, SUBROGATION~~

Section 7. Insurance, Indemnification, Subrogation.

(a) ~~Section 7.1. Indemnification by Owner.~~ Owner shall indemnify and hold harmless SUBR, the ~~Initial~~ Enhancement Provider, their trustees, officers, faculty, employees, agents, representatives and contractors, as applicable, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature to the extent arising, or growing out of or in any way connected with, directly or indirectly, the use, occupancy, leasing, management, maintenance, repair, operation or control of the Project by Owner, ~~Developer,~~ Manager or their respective members, officers, directors, employees, agents, representatives, contractors or subcontractors. This obligation to indemnify shall include reasonable attorneys' fees, costs of court, and third-party investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand has been made.

(b) ~~Section 7.2. SUBR Not Liable.~~ It is expressly understood and agreed that Owner is and shall be deemed to be an independent contractor responsible to all parties for its respective acts or omissions and that SUBR shall in no way be responsible therefor. SUBR shall not be liable for any bodily injury, death or personal injury to any Persons or any loss of or damage to any property sustained by Owner or other Persons and caused by any act or omission of any occupant of the Project.

(c) ~~Section 7.3. Insurance.~~ Subject to Section ~~15-18,~~ 15(h), Owner shall at all appropriate times maintain, with respect to the Project, for the duration of this Agreement and any extensions thereof, insurance issued by a company or companies qualified, permitted or admitted to do business in the State of Louisiana in the following types and amounts, which companies and the form and substance of such policies shall be subject to SUBR's prior approval, which shall not be unreasonably withheld:

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TYPE

AMOUNT

(1) Comprehensive General (Public) Liability — to include coverage for the following, where the exposure exists: Combined Single Limit for Bodily Injury and Property Damage in an amount acceptable to the SUBR Representative, not to exceed \$5,000,000.

- (a) Premises/Operations
- (b) Independent Contractors
- (c) Projects/Completed Operations
- (d) Personal Injury
- (e) Contractual Liability (including Owner's liability under Section 10.1)
- (f) Explosion, collapse and under-ground property damage

(g) Contents of the Project owned by Tenants

(2) All Risk Property Damage Insurance – for coverage being for physical damage to Facilities and Facility Equipment: Coverage being for 100% of the replacement cost of the Facilities and Facility Equipment.

(3) Builder’s Risk Insurance – all risk of physical loss during term of any construction contract and until the Facilities and Facility Equipment are Substantially Completed: Coverage being for 100% of the replacement cost of the Facilities and Facility Equipment.

(4) Business Interruption Insurance.

- ~~(a) Premises/Operations~~
- ~~(b) Independent Contractors~~
- ~~(c) Products/Completed Operations~~
- ~~(d) Personal Injury~~
- ~~(e) Contractual Liability (including Owner's liability under Section 10.1)~~
- ~~(f) Explosion, collapse and under ground property damage~~
- ~~(g) Contents of the Project owned by Tenants~~

~~(2) All Risk Property Damage Insurance – Coverage being for 100% of the replacement cost of the for physical damage to Facilities and Facility Equipment.~~

~~(3) Builder's Risk Insurance – all Coverage being for 100% of risk of physical loss during term of any construction contract and until the Facilities and Facility Equipment are Substantially Completed.~~

~~(4) Business Interruption Insurance.~~

(d) 7.4 — Owner and the ~~Initial Enhancement Provider~~ Trustee as Insureds. With respect to the above required insurance, SUBR and the ~~Initial Enhancement Provider~~ Trustee shall:

(i) A- Be named on the property insurance policy and comprehensive general liability policy described above as insureds. SUBR shall promptly endorse insurance checks or otherwise release insurance proceeds, provided no Event of Default is continuing hereunder. SUBR shall, regardless of the existence of an Event of Default, promptly endorse insurance checks or otherwise release insurance proceeds as required by any Bond Document(s).

(ii) B- Be provided with thirty (30) days advance notice, in writing, of cancellation or material change in coverage.

(iii) C- Be provided with a certificate evidencing the above required insurance at the time the policies are required to be obtained and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration or cancellation of any such policies.

~~Section 7.5-Additional Insurance.~~ SUBR may review Owner's required insurance coverages and limits as stated herein at the time of renewal of the said policies or at the time of a material change, and SUBR reserves the right to require reasonable additional limits or coverages. Owner shall comply with any such reasonable request by SUBR.

(c) ~~Section 7.6-Blanket Policies.~~ Owner may submit any blanket general insurance policy containing the requirements of this ~~Article Seven, Section 7~~ to SUBR for its approval, which shall not be unreasonably withheld.

~~ARTICLE 8. OWNER DEFAULTS, REMEDIES~~

Section 8. Defaults, Remedies.

(a) ~~Section 8.1-Owner Events of Default.~~ Any one of the following events shall be deemed to be an Event of Default by Owner under this Agreement:

(i) ~~A-~~ Owner fails to obtain and maintain any insurance required pursuant to this Agreement.

(ii) ~~B-~~ Owner fails to maintain, repair, or make capital expenditures for scheduled repair and replacement of the Facilities or the Facility Equipment according to an annual schedule for maintenance, repair and replacement; provide through employees or third party contractors all work, labor and services necessary or appropriate to maintain and repair the Premises in accordance with the Annual Budget and Capital Budget unless otherwise provided herein; promptly notify SUBR upon learning that the condition of the Premises materially fails to meet any standard of maintenance and repair required under any ~~Contract, Legal Requirement or Insurance Requirement~~contract, legal requirement or insurance requirement; promptly notify SUBR upon learning of any Hazardous Materials detection, ~~Casualty~~casualty, or ~~Condemnation~~condemnation (or threatened ~~Condemnation~~condemnation) with respect to the Premises; consult with, and make recommendations to, SUBR concerning repairs or replacement after any Hazardous Materials detection, ~~Casualty or Condemnation~~casualty or condemnation; at the expense of the Owner, take such action as SUBR may reasonably determine to be necessary with respect to the maintenance, repair, alteration, addition or replacement of or to the Premises; at the expense of the Owner and in accordance with the terms of a Management Agreement approved by SUBR, execute all ~~Contracts~~contracts for such maintenance, repair, alteration, addition, ~~or~~ replacement of or to the Premises and monitor the performance of such ~~Contracts~~contracts; or fails to perform any other covenant or agreement, other than as described in Subsections ~~A(i)~~ or ~~B(ii)~~ of this Section ~~8.1, 8(a)~~, to be performed by Owner under the terms and provisions of this Agreement and such failure shall not be cured within sixty (60) days after receipt of written notice from SUBR of such failure; provided that if such failure is of such nature that it cannot reasonably be cured during such period, then within a reasonable time after such notice, provided that Owner commences its curative work promptly upon receipt of such notice and continues such work thereafter diligently and without unnecessary delays until such failure is cured.

(iii) ~~C-~~ The taking by execution of Owner's ~~Interest~~interest in the Project for the benefit of any Person or purchaser at a Foreclosure.

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(iv) ~~D-~~ A court having jurisdiction shall enter an order for relief in any involuntary case commenced against Owner, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction over the Premises appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of or for Owner or any substantial part of the properties of Owner or ordering the winding up or liquidation of the affairs of Owner, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days.

(v) ~~E-~~ The commencement by Owner of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by Owner to the commencement of a case under such Code or

to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of or for Owner or any substantial part of the properties of Owner.

~~(vi) F. Owner fails to diligently pursue financing of the Project; G. Commencement of Construction has not occurred within fifteen (15) days after the closing of the financing of the Project, or the Facilities and Facility Equipment are not Substantially Completed by August 15, 2004, and such delays or failure to complete are caused by Owner.~~

~~H. An event of default under the terms of the Bond Documents. Section 8.2.~~

~~[RESERVED]~~

(b) ~~Section 8.3-~~**SUBR's Remedies**. Subject to the rights of a Permitted Mortgagee described in Section ~~8.5.1~~8(d) below, upon the occurrence and during the continuance of an Event of Default, SUBR may at its option declare this Agreement and all rights and interests created by it to be terminated, may seek any and all damages occasioned by the Event of Default or may seek any other remedies available at law or in equity.

(c) ~~Section 8.4-~~**Assignments**. Except as provided in this Section ~~8.4,8(c)~~, Owner shall not assign this Agreement or any interest in this Agreement except with SUBR's prior consent. Any assignment made or given without SUBR's consent, unless such consent is not required pursuant to this Section ~~8.4,8(c)~~, will be null and void. The Owner shall have the right, without SUBR's prior consent, to grant the Permitted Mortgagee all of its rights and remedies under this Agreement. Furthermore, SUBR hereby agrees to such assignment to the Permitted Mortgagee pursuant to the terms of the Bond Documents.

(d) ~~Section 8.5.1-~~**SUBR's Agreements**. SUBR hereby agrees to the following for the benefit of any Permitted Mortgagee:

(i) ~~A.~~ SUBR shall not terminate this Agreement (or Owner's rights hereunder) for any Event of Default without first advising such Permitted Mortgagee, in writing, of such Event of Default and permitting such Permitted Mortgagee to cure such Event of Default on behalf of Owner

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described above. Nothing under this Section ~~8(8.5.1d)~~ shall be construed to obligate a Permitted Mortgagee to either cure any Events of Default or Foreclose the liens and security interests under its Permitted Mortgage as a consequence of an Event of Default regardless of whether such Event of Default is subsequently cured.

(ii) ~~B-~~ Those Events of Default, which by their very nature, are not reasonably susceptible to being cured (as, for example, the bankruptcy of Owner) shall not constitute grounds of enforcement of rights, recourses or remedies hereunder by SUBR including termination of the Agreement, if a Permitted Mortgagee either before or after a Foreclosure of its Permitted Mortgage (1) makes all payments and performs all obligations hereunder capable of being performed by the Permitted Mortgagee, and (2) thereafter continues to comply with those provisions of this Agreement.

(iii) ~~C-~~ If a Permitted Mortgagee enforces the rights and remedies pursuant to the terms of its Permitted Mortgage (including Foreclosure of the Permitted Mortgage) such enforcement shall not constitute an Event of Default by Owner hereunder.

(iv) ~~D-~~ If a Permitted Mortgagee should foreclose its Permitted Mortgage and should, as a result of such Foreclosure, succeed to any of the rights of Owner hereunder, then such Permitted Mortgagee shall be subject to all the terms and conditions of this Agreement and shall be entitled to all the rights and benefits of this Agreement; provided, however, that (1) such Permitted Mortgagee shall have no responsibility for any act or omission of Owner prior to the date of such Foreclosure; and (2) such Permitted Mortgagee shall not be bound by any amendment, modification, surrender or waiver of the terms of this Agreement made without the prior written consent of such Permitted Mortgagee (which consent shall not be unreasonably withheld or delayed).

(v) ~~E-~~ SUBR shall not agree to any termination, amendment, modification, surrender or waiver of the terms of this Agreement without the prior written consent of any Permitted Mortgagees, which consent shall not be unreasonably withheld or delayed.

(vi) ~~F-~~ In the event of the termination of this Agreement prior to the Expiration Date, except by a Taking pursuant to ~~Article Fifteen~~ Section 9 hereof, SUBR will serve upon any Permitted Mortgagees written notice that this Agreement has been terminated together with a statement of any and all sums which would have at that time been due under the Agreement but for such termination and of all other Events of Default, if any, under this Agreement then known to SUBR whereupon the Permitted Mortgagee holding the most senior Permitted Mortgage shall have the option, but not the obligation, to enter into a new agreement (the "New Marketing Agreement") with ~~SUER~~ SUBR relating to the Premises, which shall be in the same form as this Agreement, by giving notice to SUBR to such effect within ninety (90) days after receipt by such Permitted Mortgagee of notice of such termination, which New Marketing Agreement shall be (1) effective as of the date of termination of this Agreement, (2) for the remainder of the Term, and (3) upon all of the agreements, terms, covenants and conditions hereof. In the event such Permitted Mortgagee does not exercise its option to enter into such New Marketing Agreement within such ninety (90) day period, the University shall have no further obligations whatsoever with respect to the Project or to the Permitted Mortgagee or to its successors and assigns.

(vii) ~~G-~~ All notices given hereunder by SUBR to Owner shall also be given concurrently to each Permitted Mortgagee.

(viii) ~~H-~~ The liability of the Permitted Mortgagee under this Agreement (if not terminated) or any New Marketing Agreement shall be limited to the period during which the Permitted Mortgagee shall own or be in possession of the Project, or may own the interest of Owner hereunder. Upon the Permitted Mortgagee's assignment

or transfer of its rights and interests in and to this Agreement or any New Marketing Agreement to a third party, the Permitted Mortgagee shall have no further liability for any obligations arising after such transfer date, which liability shall be borne by such assignee or transferee.

(c) ~~Section 8.5.2. Limitation on Liability of Permitted Mortgagee.~~ Notwithstanding any other provision of this Agreement, SUBR agrees that any Permitted Mortgagee permitted under this Agreement shall in no manner or respect whatsoever be (i) liable or responsible for any of Owner's obligations or covenants under this Agreement (nor shall any rights of such Permitted Mortgagee be contingent on the satisfaction of such obligations or covenants), or (ii) required to cure any default by Owner under this Agreement, provided; however, that if such Permitted Mortgagee becomes the successor to the rights of the Owner hereunder, then such Permitted Mortgagee shall be responsible and liable for all obligations and covenants accruing during the period in which such Permitted Mortgagee is entitled to the benefits of this Agreement.

~~ARTICLE 9. MARKETING AGREEMENT~~

~~Section 9.1. Priority Referral to Project.~~ SUBR shall refer Eligible Residents to the Facilities as follows:

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- ~~A. Each Semester, SUBR shall refer Eligible Residents specified in clauses (1) and (2) of the definition thereof to the Facilities as set forth in attached Exhibit G. In order to ensure that the Facilities will be fully occupied by Occupants, SUBR will not refer any Occupants specified in such clauses (1) and (2) to any other SUBR Sponsored Housing Facility until (based on signed Housing Contracts) the Facilities have achieved Minimum Occupancy. SUBR shall notify the Eligible Residents of their referral to the Facilities by written notice in substantially the form attached as EXHIBIT "G". In order to insure that the Facilities will be fully occupied by either Eligible Residents or other Occupants, SUBR will not refer any Occupants to any SUBR Sponsored Housing (off campus) facilities other than the Facilities for any Semester until Minimum Occupancy is obtained for that Semester.~~
- ~~B. Notwithstanding the foregoing provisions of this Section 9.1, SUBR shall not be obligated to require any Occupant to lease a unit in the Facilities. Thus, if any Occupant rejects a referral to the Facilities, then SUBR may subsequently refer such Occupant to another housing facility on or off the Campus.~~
- ~~C. Owner shall notify SUBR each Semester when the Facilities are sufficiently occupied to achieve the Minimum Occupancy for the applicable Semester. During each Semester, Owner shall every 2 months notify SUBR of any vacancies that occur at the Facilities in order to give SUBR an indication of the number of units that will need to be leased for the immediately succeeding Semester.~~

~~D. Notwithstanding anything else herein to the contrary, SUBR reserves the right to refer any students to any housing or dormitory facilities located on SUBR's campus, whether owned and/or operated by SUER or any third party.~~

~~Section 9.2. Occupancy Rentals; Housing Contracts. Owner shall charge Occupancy Rentals to Tenants of the Facilities during each Fiscal Year at the rates set forth in the Annual Budget for such Fiscal Year. The Occupancy Rentals shall be established as shall be necessary to (i) assure maximum occupancy and use of the Facilities and the services related thereto; (ii) satisfy the applicable covenants contained in the Bond Documents, including the payment of the debt service on any debt secured by any Bond Documents, the Reserve Amounts and all other payments and charges required under the ~~Loan Agreements and the~~ Bond Documents; and (iii) generate sufficient revenues for the payment of all other Annual Expenses.~~

- ~~A. Owner shall arrange for each Tenant to execute and deliver to Owner a Housing Contract. Owner shall be entitled to amend the form of Housing Contract from time to time, in which event Owner shall deliver the amended form to SUBR for its consent, which shall not be unreasonably withheld.~~
- ~~B. SUBR will have no obligation to Owner if any Tenant fails to pay the Occupancy Rentals in accordance with the terms of its Housing Contract.~~

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- ~~C. SUBR agrees to facilitate the assignment to Owner of the financial aid of any Occupant who is a student of SUBR, to pay for Occupancy Rentals, provided Owner obtains the Occupant's written consent for the assignment.~~
- ~~D. Notwithstanding any provision within this Agreement to the contrary, SUBR reserves the right to build, or cause to be constructed, any academic, athletic, or student housing on its campus, whether owned and/or operated by SUBR or by a third party, and to assign its students to such facilities.~~

~~Section 9.3. SUBR Promotions.~~

- ~~A. SUBR shall actively promote and market the Facilities to Eligible Residents as an integral part of the overall housing program of SUBR in the following ways:
 - ~~I. Include a housing brochure (prepared by Owner) in all response mailings to prospective students seeking information about enrolling at SUBR.~~
 - ~~2. Include a housing brochure (prepared by Owner) in all mailings to student applicants which notify them of their admittance to SUBR.~~
 - ~~3. Provide Owner with a convenient space at no cost on the first floor of the Student Center for a project information booth, in a location and of a size and design mutually agreeable to the parties, and subject to all SUBR Regulations.~~~~

- ~~4. Provide Owner upon request with a list of those students who have indicated an interest in living in SUBR sponsored student housing, to the extent same is reasonably available or accessible to SUBR, which includes to the extent available their first and last name, classification, mailing address and telephone number.~~
- ~~5. Allow Owner to use a reasonable number of signs, flags and banners provided by Owner on the Campus to market the Project.~~
- ~~6. Incorporate information about the Project in all appropriate SUBR publications.~~
- ~~7. Jointly with Owner organize an "open house" at the Project at the beginning of each Semester and invite all deans and faculty of SUBR.~~
- ~~8. Permit the management staff for the Project to participate in all residence staff training programs and other similar programs made available to the staff of other housing facilities at SUBR.~~

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- ~~9. With the written approval of the Referred Occupant, disburse directly to Owner the housing portion of such Referred Occupant's financial aid award.~~
- ~~10. Include the Project on the regularly scheduled bus route of Jag Tran, SUBR bus service.~~
- ~~11. Make reasonable efforts to support and maintain a safe environment at the Facilities.~~
- ~~12. Provide Project staff with copies of University Student Life materials, manuals, handbooks, policies and procedures so that maximum consistency may be provided.~~
- ~~13. Provide for and allow residents of the Project the option of utilizing the on campus meal plan program, counseling and on line library services afforded to on campus residents.~~
- ~~14. Upon notification by any undergraduate students of SUBR that they do not elect to live on campus, SUBR shall refer them to the Facilities.~~

~~B. Owner shall cooperate in promoting and marketing the Project by causing the following actions to be taken, all at Owner's cost:~~

- ~~1. Prepare a housing brochure which reflects the floor plans, amenities and benefits of the Project;~~
- ~~2. Maintain an on-site leasing office at the Project.~~
- ~~3. Prepare color mounted renderings of the Project for use by SUBR in its promotion and marketing of the Project.~~

~~Section 9.4. Campus Occupancy Reports. SUER shall use reasonable efforts to provide Owner with a report of the information, projections or estimates of SUBR sponsored student housing, including the information described in this Section (the "Campus Occupancy Report"). The Campus Occupancy Report shall be a written report certified by the Director of Housing for SUBR as being true and correct and shall set forth the following:~~

- ~~A. A list of all Occupants for the applicable Semester (including a listing of the name and address of each occupant);~~
- ~~B. A schedule showing the amounts of (1) the prepaid Occupancy Rentals and security deposits received by SUBR from all Tenants, (2) the Occupancy Rentals to be paid by the Tenants for the remainder of the applicable Semester, and (3) the Occupancy Rentals charged for other SUBR sponsored student housing; and~~

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- ~~C. Such other information or documents as Owner (or the Enhancement Provider) shall reasonably request in order for Owner (and the Enhancement Provider) to verify the referral of Eligible Residents to the Facilities. Notwithstanding the foregoing provisions of this Section to the contrary, SUBR shall not be obligated to include any of the foregoing information in a Campus Occupancy Report to the extent SUBR is precluded from disclosing such information by Applicable Laws.~~

~~Section 9.5. Dedication of Project to Occupants. Owner shall offer units in the Facilities for lease only to Occupants. Owner shall cooperate with SUBR in marketing the Facilities to Eligible Residents.~~

~~Section 9.6. Advertising. At least seven (7) Business Days prior to printing any advertisements or other promotional material relating to the Project, Owner shall provide SUBR Representative with copies thereof for SUBR's consent, which consent shall be deemed given unless SUBR's Representative objects in writing during such seven (7) day period.~~

~~Section 9.7. Restriction on Other SUBR Sponsored Housing. SUBR covenants that it will not undertake or otherwise approve additional SUBR Sponsored Housing unless an independent consultant acceptable to the Enhancement Provider certifies that the Project is then at least ninety percent (90%) occupied by Occupants, and Owner has met the rate covenant set forth in Section 8.08 of the Loan Agreement for each of the two (2) preceding fiscal years of Owner.~~

~~ARTICLE 10. DEFAULT BY SUBR~~

(f) ~~Section 10.1.~~ **SUBR Defaults.** If SUBR fails to perform any of its respective obligations or covenants under this Agreement, and such failure is not cured within thirty (30) days after written notice thereof, except for the obligations of SUBR in Section ~~9.1.A2(a)(i)~~ for which there shall not be a period to cure, then Owner shall be entitled to enforce any one or more of the following rights and remedies, and shall have all rights and remedies available to it at law and equity.

(i) ~~A.~~ Owner shall be entitled to perform such obligation or covenant on behalf of SUBR and to offset all costs reasonably incurred in connection therewith against any Rent due by Owner hereunder; and

(ii) ~~B.~~ Owner shall be entitled to require SUBR to specifically perform its obligations under this Agreement or restrain or enjoin SUBR from continuing the activities that constitute the default of SUBR.

~~ARTICLE 11. CONDEMNATION~~

Section 9. Condemnation.

(a) ~~Section 11.1.~~ **Total or Material Taking.** Upon the permanent Taking of the entire Premises or a material portion thereof such that Owner reasonably determines that the Project cannot be economically and feasibly used for its intended purposes, or if the ~~Award~~award payable as a consequence of a Taking (after payment of all or any portion of such Award towards amounts owed under any Loan Agreement) is insufficient, in the reasonable judgment of Owner, to permit the restoration of the remainder of the Project as required under Section ~~11.4,9(d)~~, this Agreement

~~So. University/Marketing Agreement 28~~ shall terminate as of the date of such Taking, and both Owner and SUBR shall thereupon be released from any liability accruing hereunder after the date of such termination.

(b) ~~Section 11.2.~~ **Partial Taking.** Upon a temporary Taking or a Taking of less than all or such material portion of the Premises, this Agreement shall terminate with respect to the part so taken (but only for the period taken in any temporary Taking) and remain in full force and effect with respect to the remainder of the Project in accordance with its terms for the balance of the Term, except that the Project shall be defined as providing a lower number of beds for Tenants, as determined based on the repaired or reconstructed architectural unit or units approved as provided in Section ~~11.4,9(d)~~.

(c) ~~Section 11.3.~~ **Allocation of Awards.** SUBR, Owner and the Permitted Mortgagee shall each receive notice of any proceedings relating to a Taking and shall each have the right to participate therein: (a) Upon the Taking as a result of which this Agreement is terminated under Section ~~11.1,9(a)~~, (i) the Permitted Mortgagee shall be entitled (free of any claim by Owner) to a portion of the Award equal to the aggregate amount of all sums due under the debt under the Bond Documents; and (ii) Owner shall be entitled (free of any claim by SUBR or the Permitted Mortgagee) to the balance of the Award. (b) In the event of a Taking as a result of which this Agreement is not terminated, then (i) the Permitted Mortgagee shall be entitled (free of any claim by Owner) to the portion of the Award attributable to the part so taken, not to exceed the portion of the aggregate amount of the debt secured by the Loan Agreement reasonably allocable to the Premises so taken; (ii) Owner shall be entitled (free of any claim by SUBR, other than its right to enforce Section ~~11.4,9(d)~~) to the portion of the Award attributable to the damage to the remainder of the Project and relocation benefits, if any, for removal and relocation of Facility Equipment from the part of the Premises so taken; and (iii) SUBR shall be entitled (free of any claim by Owner or the Permitted Mortgagee) to the balance of the Award.

(d) ~~Section 11.4.~~ **Repair After Taking.** Should a Taking occur that does not result in termination as provided by Section ~~11.1,9(a)~~, Owner, at its expense, shall promptly commence and diligently and continuously proceed to repair or reconstruct the Facilities to a complete architectural unit or units. Any and all such repairs or reconstruction shall be subject to prior reasonable approval of SUBR. The portion of the Award payable to Owner as a consequence of a Taking affecting the Project shall be deposited with and disbursed by the Permitted Mortgagee until the repair or restoration of the Premises is ~~Substantially Complete~~substantially complete.

(c) ~~Section 11.5. No Condemnation by SUBR.~~ SUBR does not presently intend to exercise its right of eminent domain to condemn all or any portion of the Project, and in the event of any such Taking, all of the Award shall be payable to Owner and the Permitted Mortgagee. SUBR acknowledges and agrees that each Permitted Mortgagee and the Enhancement Provider is a third-party beneficiary of this prohibition and that the Permitted Mortgagee and the Enhancement Provider may rely upon such agreement.

~~ARTICLE 12. ASSIGNMENT AND SUBLETTING~~

Section 10. Assignment and Subletting.

(a) ~~Section 12.1. Assignments.~~ Except as provided in this Section ~~12.1,10(a)~~, Owner shall not assign this ~~Marketing~~Marketing Agreement or sublet all or any part of the Project or any interest in this Agreement except with SUBR's prior consent. Any assignment or sublease made or given

~~So University/Marketing Agreement~~ ~~29~~ without SUBR's consent, unless such consent is not required pursuant to this Section ~~12.1,10(a)~~, will be null and void. An assignment of any ownership interest in Owner (other than to SUBR or to Southern University System Foundation, Inc.) shall be deemed to be an assignment of this Agreement by Owner, subject to the provisions of this Section ~~12.1,10(a)~~. The Owner shall have the right, without SUBR's prior consent, to assign this Agreement to any Permitted Assignee as in conjunction with Owner's assignment of ~~the Development Agreement~~, the Management Agreement, all Housing Contracts then in effect for the Project, and any and all Deposits paid or payable under such Housing Contracts; or merge into or consolidate with any Permitted Assignee; or sublease units in the Facilities to Tenants pursuant to Housing Contracts in accordance with this Agreement. Owner shall not enter into, or permit to be entered into, any sublease of any portion of the Project with any Person providing laundry services, vending machines or other ancillary services or amenities to the Facilities, and all such services or amenities shall be provided, if at all, pursuant to written license agreements terminable by Owner on not more than thirty (30) days' notice.

(b) ~~Section 12.2. SUBR's Consent.~~ SUBR and Owner acknowledge that Owner is in the business of developing, constructing, leasing and managing student apartment housing projects pursuant to development agreements, management agreements and other operating or service agreements; and that Owner is a single member limited liability company, the sole member of which is a non-profit corporation organized for the purpose of developing student housing projects in compliance with its qualification as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code, as amended. In those instances for which SUBR's consent to an assignment is required, such consent shall not be unreasonably withheld or delayed, and such consent shall be based solely on SUBR's reasonable determination that the creditworthiness, tax-exempt status, experience and expertise with development, construction, leasing, management and operation of student apartment housing projects of such proposed assignee and its agents is equal to or better than that of Owner, ~~the Developer~~ and ~~Initial~~ Manager as of the Effective Date hereof, and that such prospective assignee and its agents are not debarred from participating in any federally funded projects under applicable federal procurement regulations and other Applicable Laws. With respect to any subleases for which SUBR's consent is required, such consent may be withheld in SUBR's sole discretion.

~~ARTICLE 13. FORCE MAJEURE~~

~~Section 13.1. Effect of Force Majeure. Except as otherwise provided in this Marketing Agreement, if because of an event of Force Majeure, either party hereto is unable to carry out its obligations under this Agreement (other than any obligation to pay money or apply credits or adjustments in connection with the performance of this Agreement), the affected Person's obligations hereunder shall be excused to the extent made necessary by such event of Force~~

~~Majeure and during its continuance. The affected Party shall promptly give the other party hereto verbal notice followed by a written notice which specifies the nature, duration and the estimated remedy time of such event. The Party giving such notice shall use commercially reasonable efforts to cure such Force Majeure event insofar as possible with a minimum of delay. Neither Party shall be obligated to settle any strike, lockout, or other labor disturbance in a manner contradictory to its best business judgment or to comply with any Applicable Law, the validity or applicability of which is contested in good faith.~~

Section 11. SUBR's Standard Provisions.

~~ARTICLE 14. SUBR'S STANDARD PROVISIONS~~

~~Section 14.1. Dispute Resolution Process.~~ ~~A.~~ SUBR and Owner will attempt to resolve any claim for breach of contract made by Owner or Owner's agents and contractors, including ~~Developer and~~ Manager (all references in this Section ~~14.11(a)~~ to Owner shall be deemed to include such additional Persons).

(i) ~~1.~~ A claim by Owner for breach of this Agreement that the parties cannot resolve in the ordinary course of business shall be submitted to binding arbitration pursuant to the rules of the American Arbitration Association or any other mutually agreed upon arbitration rules. To initiate the process, Owner shall submit written notice to SUBR, Office of General Counsel.

(ii) ~~B.~~ Neither the occurrence of an event nor the pendency of a claim ~~constitute~~ constitutes grounds for the suspension of performance by Owner, in whole or in part.

(b) ~~Section 14.2. Subject to Southern University System Approval.~~ Owner expressly acknowledges that the validity and enforceability of this Agreement is contingent upon acceptance of the contractual terms by SUBR pursuant to authorization by the Southern University System Approval.

(c) ~~Section 14.3. Minority and HUB Participation.~~ Owner agrees to make a good faith effort to award at least twenty-five percent (25%) of all procurements and purchases of personal property and all contracts for services to certified HUB's.

~~ARTICLE 15. MISCELLANEOUS~~

(d) ~~Section 15.1. Non-Discrimination.~~ Non-discrimination. Any discrimination by Owner, ~~the General Contractor, the Developer,~~ the Manager or their respective officers, employees, agents, representatives, contractors or subcontractors on account of race, color, sex, age, religion, national origin or handicap, in employment practices or in the performance of the terms, conditions, covenants and obligations of this Agreement, or any agreement or contracts contemplated in this Agreement, is prohibited. It is the policy of SUBR to ensure that minority and women business enterprises have the opportunity to fully compete for and participate in SUBR contracts. Owner shall use its best efforts, and cause the ~~General Contractor, Developer and~~ Manager to use their best efforts, to carry out this policy through award of subcontracts to minority and women-owned business enterprises to the extent consistent with the efficient performance of this Agreement and all agreements or contracts contemplated in this Marketing Agreement

Section 12. Miscellaneous.

~~Section 15.2. Conflict of Interest. Owner certifies (and this Agreement is made in reliance thereon) that neither Owner nor any person having a financial or economic interest in this Agreement by, through or under Owner is a trustee, officer, faculty or employee of SUBR.~~

So. University/Marketing Agreement _____ 31

~~Section 15.3. Notices.~~ All notices and other communications to SUBR or Owner required or appropriate under this Agreement shall be in writing, effective (a) upon receipt when sent by (1) personal delivery or (ii) expedited delivery service with proof of delivery, or certified mail, return receipt requested, postage prepaid, or (iii) telecopy with confirmation of completed transmission on a ~~Business Day~~business day; or (b) two (2) ~~Business Days~~business days after deposit with the U.S. Postal Service, sent by registered or certified United States mail, return receipt requested, postage prepaid; in all cases addressed as follows:

if to SUBR:

~~Dr. Edward R. Jackson~~
Chancellor
Southern University A&M College at Baton Rouge
P.O. Box 13405
Baton Rouge, ~~Louisiana~~LA 70813

With a copy to:

Winston DeCuir, Esq.
Winston & DeCuir, LLP
1961 Government Street
Baton Rouge, ~~La~~LA 70806
Fax: (225) 336-1950

if to Owner:

Baton Rouge Student Housing, L.L.C.
~~C~~c/o Student Housing of America, Inc.
One Buckhead Plaza, Suite ~~900~~1150
3060 Peachtree Road, N.W.
Atlanta, GA 30305
Fax: (404) 760-3443

with a copy to:

Peter M. Wright, Esq.
One Buckhead Plaza, Suite 900
3060 Peachtree Road, N.W.
Atlanta, GA 30305
Fax: (404) 760-3443

~~If to Initial Enhancement Provider:~~

~~ACA Financial Guaranty Corporation
140 Broadway
47th Floor
New York New York, 10005
Attention: Surveillance
Fax: (212) 375-2100~~

If to Developer:

Charles Frazier
President
Educational Development Company of America, L.L.C.
4909 N. Monroe
Tallahassee, FL 32303

or to such other address or to the attention of such other person as hereafter shall be designated ~~by~~be such party by ten (10) days¹ prior notice given in accordance herewith.

(a) **Effect of Force Majeure.** Except as otherwise provided in this Marketing Agreement, if because of an event of Force Majeure, either party hereto is unable to carry out its obligations under this Agreement (other than any obligation to pay money or apply credits or adjustments in connection with the performance of this Agreement), the affected Person's obligations hereunder shall be excused to the extent made necessary by such event of Force Majeure and during its continuance. The affected Party shall promptly give the other party hereto verbal notice followed by a written notice which specifies the nature, duration and the estimated remedy time of such event. The Party giving such notice shall use commercially reasonable efforts to cure such Force Majeure event insofar as possible with a minimum of delay. Neither Party shall be obligated to settle any strike, lockout, or other labor disturbance in a manner contradictory to its best business judgment or to comply with any Applicable Law, the validity or applicability of which is contested in good faith.

(b) **Conflict of Interest.** Owner certifies (and this Agreement is made in reliance thereon) that neither Owner nor any person having a financial or economic interest in this Agreement by, through or under Owner is a trustee, officer, faculty or employee of SUBR.

(c) ~~Section 15.4.~~ **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto creates a relationship other than the relationship of SUBR and Owner.

(d) ~~Section 15.5.~~ **Choice of Law.** This Agreement shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in East Baton Rouge Parish, Louisiana.

(e) ~~Section 15.6.~~ **Approval of Ancillary Agreements.** SUBR agrees that in the event it becomes necessary or desirable for SUBR to give written approval for any ancillary agreements or to perform any ministerial acts or documents concerning the Project or concerning the construction, operation or maintenance of the Facilities or to alter or amend any such ancillary agreements between SUBR and Owner or to give any approval or consent of SUBR required under the terms of this Agreement, SUBR hereby authorizes, designates and empowers SUBR Representative to execute any such agreement, approvals or consents necessary or desirable. However, any agreements to amend or alter this Agreement in any material way must be approved by Southern University System and SUBR.

(f) ~~Section 15.7.~~ **Rights Cumulative.** All rights, options, and remedies of SUBR and Owner contained in this Agreement shall be construed and held to be cumulative and no one of them shall be exclusive of the other. SUBR and Owner shall each have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity whether or not stated in this Agreement.

(g) ~~Section 15.8.~~ **Non-Waiver**waiver. No waiver by SUBR or Owner of a breach of any of the covenants, conditions or restrictions of this Agreement shall constitute a waiver of any subsequent breach of any of the covenants,

conditions or restrictions of this Agreement. The failure of SUBR or Owner to insist in any one or more cases upon the strict performance of any of the covenants of the Agreement, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by SUBR or acceptance of payment by SUBR of Net Cash Flow with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver, change, modification or discharge by SUBR or Owner of any provision of this Agreement shall be

~~So. University/Marketing Agreement~~ ~~34~~ deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

(h) ~~Section 15.9.~~ **Severability.** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the Term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

(i) ~~Section 15.10.~~ **Entire Agreement.** This ~~Marketing~~ Agreement, together with the exhibits attached hereto, contains the final and entire agreement between the parties hereto and contains all of, the terms and conditions agreed upon, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition or representations not herein written.

(j) ~~Section 15.11.~~ **Amendment.** No amendment, modification or alteration of this Agreement shall be binding unless the same be in writing, dated on or subsequent to the date hereof and duly executed by the parties hereto. No such amendment, modification or alteration, and no termination of this Agreement, shall be effective without the prior written consent of the Enhancement Provider.

(k) ~~Section 15.12.~~ **Successors and Assigns.** All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of SUBR into another educational institution.

~~Section 15.13. Hazardous Materials. Notwithstanding anything contained in this Agreement to the contrary, if Owner finds any Hazardous Materials on the Owned Land within thirty (30) days following the execution hereof, then Owner shall have the right to terminate this Agreement by delivering written notice thereof to SUER no later than forty five (45) days following the execution hereof. If Owner terminates this Agreement as a result of finding Hazardous Materials on the Owned Land, then neither party hereto shall have any further rights, duties or obligations hereunder.~~

~~Section 15.14. Bonds.~~ Owner will cause the Issuer to issue the Series 2003 Bonds to provide both construction and permanent financing for the Facilities and will cause the Series 2003 Bonds to be credit enhanced or insured by an Enhancement Provider. Bonds. Following the issuance of any Bonds, and so long as any thereof remain outstanding:

(i) ~~A.~~ The Enhancement Provider and the ~~trustee~~ Trustee for the Bonds shall be third-party beneficiaries of this Agreement entitled to enforce the terms hereof.

(ii) ~~B.~~ Owner shall provide written notice to the Enhancement Provider if this Agreement is terminated as a result of a Taking pursuant to ~~Article 11~~ Section 9 hereof.

(iii) Owner agrees that it will not amend any of the Bond Documents, or enter into any Credit Facility ~~other than the Initial Credit Facility~~, or cause any Bonds other than the Series 2003 Bonds to be issued, without the prior written consent of SUBR, which shall not be unreasonably withheld. It shall not be unreasonable for SUBR to withhold its consent to any such action if such action would adversely affect any of its rights hereunder.

(l) ~~Section 15.15. Continuing Disclosure.~~ SUBR shall provide Owner with any information concerning SUBR required for Owner- to comply with its annual continuing disclosure requirements pursuant to a continuing disclosure agreement and SEC Rule 15c2-12 entered into with respect to any bonds issued to finance the development, construction, procurement and installation of the Facilities and Facility Equipment.

(m) ~~Section 15.16. Privacy of Information.~~ Unless otherwise provided herein, and subject to Applicable Laws, any information provided by SUBR pursuant to this Agreement shall not be disseminated to third parties without SUBR's prior written consent.

(n) ~~Section 15.17. Legal Opinion.~~ In connection with the issuance of any bonds or other obligations for the Project, SUBR agrees to deliver a legal opinion from outside counsel to SUBR that this Agreement has been duly authorized by SUBR, constitutes a legal, valid and binding obligation of SUBR, and is enforceable against SUBR in accordance with its respective terms, subject to customary exceptions and qualifications. Such legal opinion shall be in a form and substance reasonably acceptable to bond counsel to any such financing.

(o) ~~Section 15.18. Subordination to Bond Documents.~~ Notwithstanding anything else herein contained, the provisions of the Bond Documents shall control in all respects the Owner's obligations to maintain insurance coverage, to repair, replace, rebuild, restore and re-equip the Facilities and Facility Equipment and the receipt, handling and application of any and all insurance proceeds, including the use of insurance proceeds to redeem Bonds, it being acknowledged and agreed that the Trustee shall have a first and prior security interest therein.

(p) ~~Section 15.19. No Liability of the Member or Mangers.~~ No Liability of the Member or Mangers. Notwithstanding anything else herein contained, no Person that was at any time the Member or a Manager of the Owner shall have any liability on account of the covenants of the Owner contained herein, except for actions taken by such Person that were fraudulent or unlawful.

~~Notwithstanding anything else herein contained, no Person that was at any time the Member or a Manager of the Owner shall have any liability on account of the covenants of the Owner contained herein, except for actions taken by such Person that were fraudulent or unlawful.~~

EXECUTED in multiple counterpart originals effective as of the Effective Date.

OWNER

~~BATON ROUGE STUDENT HOUSING, L.L.C.,
A Louisiana limited — ty company
DATE:~~

~~SOUTHERN UNIVERSITY AND A & M COLLEGE AT BATON ROUGE
So. University/Marketing Agreement — 37~~

~~EXHIBIT A~~

~~Legal Description of~~

~~By:
President~~

~~Land~~

EXHIBIT B
Permitted Encumbrances

EXHIBIT C

Description of Plans and Specifications

EXHIBIT D

Development Agreement

EXHIBIT E

Address of Permitted Mortgagee

~~The Bank of New York Trust Company of Florida, N.A.
10161 Centurion Parkway
Attention: Corporate Trust Department
Fax: (904) 645-1997~~

EXHIBIT F

Form of Management Agreement

EXHIBIT G

Form of Referral to Housing Facilities

~~SOUTHERN UNIVERSITY AND A & M COLLEGE AT BATON ROUGE~~

~~HOUSING REFERRAL CONFIRMATION SHEET~~

~~Please check your preference.~~

~~Complete this section only if you are accepting the referral to the Palisades @ Jaguar City.~~

~~I desire the following unit type in order of preference to the Palisades @ Jaguar City:~~

- ~~One Bedroom/One Bathroom~~
- ~~Two Bedroom/Two Bathroom~~
- ~~Three Bedroom/Two Bathroom~~
- ~~Four Bedroom/Four Bathroom~~

~~Apartment cost and payment schedules must be obtained from the management of the Palisades.~~

~~Residents are required to bring their own linens and cooking utensils. All units are pre-wired for cable television, phone and high speed Internet service. However, televisions and telephones are not provided. Students are also responsible for their own utility services, which are expected to range from \$20-45 per month per student for normal usage.~~

~~While living at the Palisades at Jaguar City, I would like to:~~

- ~~Prepare my own meals~~
- ~~Purchase an optional meal plan through the University's food service~~

Signature _____

Date _____

PLEASE PRINT NAME AND HOME ADDRESS IN THE SECTION BELOW

Full Name _____

Street _____ **City, State, Zip**

This confirmation sheet must be returned to the Housing Office.

TO BE MAILED WITH THE HOUSING APPLICATION

EXHIBIT H

Form of Housing Contract

The Palisades Apartments @ Jaguar City LEASE AGREEMENT**Base Utilities Inclusive Option**

THIS LEASE, made this _____ day of _____, 200____ whereby University Management Company, agent for the owner of the The Palisades Apartments @ Jaguar City, hereinafter referred to as Landlord, does hereby lease unto

_____, hereinafter referred to as Tenant, Bedroom No.

_____ hereinafter referred to as the Bedroom, in the premises known as The

Palisades Apartments @ Jaguar City, Apartment _____, (the "Apartment"), along

with the right to use in common with other tenants of the Apartment and such tenants' agents and guests, the living room, kitchen and any bathroom(s) located within the Apartment not leased to another tenant for that tenant's exclusive use within said Apartment, with the Bedroom, Bathroom and those portions of the apartment which Tenant may use in common with others being hereinafter referred to as the Premises,

for a period commencing on the later of the _____ day of _____

200____, or the date Landlord tenders possession of the Premises to Tenant, and ending

on the _____ day of July, 20____, at a total base rental determined as either: (i) indicated on the Base Utilities Inclusive Option, If an Addendum for the same is executed and attached hereto on the date this Lease is executed; or, (ii) an annual base rental of

_____ (\$ _____), payable in twelve (12)

equal monthly installments of _____ (\$ _____)

), in advance, without notice, deduction, setoff, or demand, on the lease commencement date and then the first day of each month until the end of the Lease term.

This Lease is on the following terms, covenants, rules, and regulations which the Landlord and Tenant agree to keep and perform.

LANDLORD AND TENANT AGREE THAT:

1. SECURITY DEPOSIT: Landlord hereby acknowledges receipt from Tenant of the sum of \$300 of which \$100 is non-refundable, paid prior hereto, to be held as security for the faithful performance by the Tenant of the covenants, conditions, rules and regulations contained herein. The security deposit shall be held in non-interest bearing account in a Mississippi Banking institution. The landlord shall notify tenant in writing, within 30 days of receipt of the security deposit, of the name and address of the institution holding the security deposit and of the fact that the funds are not being held with other funds of the landlord and shall further provide tenant with a

copy of the provisions of Mississippi Statutes _____, The Security Deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of this Lease or for damage by Tenant or the Tenant's agents, employees, guests or invites in excess of ordinary wear and tear to the Premises, common areas, major appliances and furnishings owned by the Landlord. It is understood and agreed, however, that irrespective of said Security Deposit, rent shall be paid when due, in accordance with the terms hereof. The Tenant shall have the right to be present when the Landlord, or the Landlord's agent, inspects the Premises in order to determine if any damage was done to the Premises, if the Tenant notifies the Landlord by certified mail of the Tenant's intention to move, the date of moving, and the Tenant's new address. The notice to be furnished by the Tenant shall be mailed to the Landlord at least fifteen (15) days prior to the date of moving. Upon receipt of the notice, the Landlord shall notify the Tenant by certified mail of the time and date when the Premises is to be inspected. The date of inspection shall occur within five (5) days before or five (5) days after the date of moving

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as designated in the Tenant's notice. In the event of sale or transfer of the Premises by Landlord, the Landlord shall have the right to transfer, in accordance with applicable law, the Security Deposit to the vendee, or other transferee, and Landlord shall be considered released by Tenant for all liability for the return of such Security Deposit and Tenant shall look to Landlord's transferee solely for the return of said Security Deposit. It is agreed that this shall apply to every transfer or assignment made of the Security Deposit to any such transferee. The Security Deposit shall not be mortgaged, assigned or encumbered by Tenant without the prior written consent of Landlord and any attempt to do so shall be void.

The Landlord shall return the security deposit or send to the tenant, by first class mail, delivered to the last known address of the Tenant, a written list of the charges against the Security Deposit claimed by the Landlord and the actual costs, within fifteen (15) days after the termination of the tenancy. Unless the tenant objects to the imposition of the Landlord's claim or the amount thereof within 15 days after receipt of Landlord's motive of intention to impose a claim, the Landlord may then deduct his or her claim and permit to Tenant the balance, if any, within 30 days.

2. DELIVERY DATE OF PREMISES: The Landlord has not guaranteed a specific delivery date for the Premises, and that the Tenant will only be charged rent from the later of the commencement date specified at the beginning of this Lease or the date Landlord tenders possession of the Premises to Tenant.

3. POSSESSION PRIOR TO COMMENCEMENT OF LEASE: USE OF TEMPORARY PREMISES: If permission is given to Tenant to enter into possession of the Premises prior to the date specified for the commencement of the term of this Lease, and/or to occupy any apartment of Landlord other than the Premises at any time, Tenant covenants and agrees that such occupancy shall be deemed to be under all of the terms, covenants, rules and regulations of this Lease, with the rent provided for under this Lease to be apportioned for such period of occupancy (as to space on a square foot basis, and as to time, on a daily basis) unless otherwise agreed to between the parties.

4. BANK RETURNED CHECKS: Rent payments made by check which do not clear the bank cost the Landlord additional expenses for bookkeeping and clerical services and that, therefore, Tenant will pay to Landlord TWENTY-FIVE (\$25.00) DOLLARS for each such bank returned check.

~~5. DEFINITION OF RENT: All payments from Tenant to Landlord required under the terms of this Lease, including, but not limited to, Court costs, shall be deemed rent.~~

~~6. ADMINISTRATIVE AND ATTORNEY FEES: In the event Tenant, Tenant's family, agents, employees or guests violate any term or provision of this Lease, or the rules and regulations thereof, Tenant shall pay to Landlord, in addition to any other damages and expenses incurred by Landlord as a result thereof, an Administrative Fee, in the amount of ten percent (10%) of Tenant's then current monthly rental, to help defray Landlord's costs incurred in connection with having Tenant remedy such Lease violation. Should Landlord file an action against Tenant and provide that Landlord prevails in the action against Tenant, Tenant shall pay such reasonable attorney fees and Court Costs as are incurred by the Landlord. In the event Tenant prevails in any such action, Landlord shall pay Tenant a reasonable attorneys fee and Court Costs incurred by Tenant.~~

~~7. WAIVER: The failure of the Landlord to insist upon a strict compliance with any of the covenants, rules or regulations of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, rule, regulation or option, but that all covenants, rules, regulations and options shall remain in full force and effect. Landlord shall not be liable or responsible to Tenant for the violation of any covenant, rule or regulation in any other lease by any other tenant.~~

~~8. ALTERATIONS: Any alterations, additions or improvements of a permanent nature which may be made to the Premises in compliance with Section 35 shall be the property of the Landlord and shall remain with the Premises.~~

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~~9. COMPLIANCE WITH RULES AND REGULATIONS: The Tenant, Tenant's family, employees, agents and guests, will observe and comply with the rules and regulations set forth in this Lease and which are to be considered a part hereof, and with such further rules and regulations as the Landlord may adopt so long as such additional rules and regulations are reasonably necessary for the preservation of the apartment community or the Landlord's personnel or other persons.~~

~~10. LEASE VIOLATIONS: If any of the representations made in Tenant's Lease Application are misleading or untrue, or if Tenant, Tenant's employees, agents, invites or guests violate any provision of this Lease or any rule or regulation herein imposed, or if Tenant violates the University, Student Code of Conduct, then Landlord may treat such representation or Lease violation as forfeiture under the terms of this Lease, with Tenant's possession of the Premises terminating on the date specified in Landlord's notice. Under such circumstances, Landlord may re-enter and take possession of the Premises by utilizing applicable law. If Tenant's possession of the Premises should be so terminated, or if the Premises should otherwise become vacant during the term of this Lease, or any renewal or extension thereof, the Tenant will remain liable to the Landlord for the rent through what would have been the expiration date of this Lease, or any renewal or extension thereof, had Tenant's possession not been so terminated; and shall further remain liable for such other damages sustained by the Landlord due to Tenant's breach of Lease and/or Tenant's termination of possession of the Premises so long as such liability is not expressly prohibited by applicable law. Such other damages shall include, but are not limited to, costs incurred in recovering possession of the Premises, costs incurred in re-letting the Premises (such as rental commissions and administrative expenses), utility costs for the Premises for which Tenant, pursuant to the Lease, is responsible while same remains vacant, and costs incurred in redecorating the Premises.~~

~~11. INTERRUPTION OF SERVICE: The Tenant will receive no rent reduction, nor will Landlord be liable to Tenant, due to repairs or interruption of services to utilities, appliances or equipment in or about the Premises or due to defects in the Premises not caused by Landlord's fault, omission, negligence or other misconduct; or due to the inability of Landlord to obtain proper utilities, or repair/replacement parts. In case it shall become necessary at any time, from accident or repairs, or to improve the condition or operation of the Premises, or any equipment or utilities appertaining thereto, for Landlord to stop or curtail the operation of said equipment or utilities, Landlord may do so, but in such case due diligence shall be used to complete the work. The parties further acknowledge that rent escrow, if utilized in accordance with applicable law, is a lawful Tenant remedy.~~

~~12. RIGHT OF ENTRY: Except in the event of an emergency affecting the health, safety or welfare of the Landlord or any tenant or any property thereof, the Landlord shall give the Tenant at least 24 hours written or oral notice of the Landlord's intent to enter the Premises and shall enter only during normal business hours or at such other time as is mutually agreed to by the Landlord and the Tenant. Landlord may enter the Premises by master key or, in the event of an emergency, by force. Landlord shall have the right to enter the Premises to inspect the Premises, to make repairs/alterations in the Premises or elsewhere on Landlord's property, to enforce any provision of this Lease or to show the Premises to prospective future tenants or purchasers without being liable to prosecution therefore or damages by reason thereof.~~

~~13. RE-ENTRY OF PREMISES: In the event Tenant abandons the Premises or is required to vacate the Premises due to Landlord exercising its rights upon Tenant's breach of Lease, then the Landlord shall have the right to enter the Premises for the purpose of making alterations and repairs, and may relet the Premises for a term which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease, or any renewal or extension thereof, all without relieving the Tenant of the liabilities imposed by applicable law and this Lease Agreement. Landlord shall further have the right, without further notice, to dispose of any personal property left in or about the Premises or storage area by the Tenant, after the Tenant has vacated.~~

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~~14. APPLICABLE LAW: This Lease shall be given effect and shall be construed by application of the law of the State of Mississippi.~~

~~15. REPAIRS: Landlord shall be responsible for repairs to the Premises, its equipment and appliances furnished by Landlord, except that Tenant agrees to pay the cost for all labor and material for repairs or replacement if the damage or malfunction to the Premises, its equipment or appliances or any other part of the apartment community, is due to the Tenant, Tenant's invites, guests, agents or employees. Landlord shall provide to Tenant 12 hours prior notice of its intent to repair the premises and shall carry out such work between the hours of 7:30 A.M. and 8:30 P.M.~~

~~16. DAMAGE TO PREMISES: In case of damage to the Premises by fire or the elements (not caused by the fault, omission, negligence or other misconduct of Tenant, Tenant's employees, agents, invites or guests), the Landlord will repair the damage, the rent being suspended only for such time as the Premises, in the sole opinion of Landlord, shall remain untenable; but if the Premises are so damaged that~~

the Landlord shall decide that it is not advisable to repair the Premises with the Tenant occupying same, this Lease shall terminate and the Tenant shall only be liable for rent to the date of damage.

~~17. SECTION HEADINGS AND NUMBERS: Section Headings and Section Numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, construe or describe the scope or intent of such sections or in any way affect this Lease.~~

~~18. HEIRS AND ASSIGNS: This Lease, and all covenants, conditions, rules and regulations herein contained, are binding upon and shall inure to the benefit of the successors and assigns of the Landlord and the heirs, administrators and those assigns of the Tenant who shall have been approved in accordance with Section 32 of this Lease.~~

~~19. NOTICES: All notices from Tenant to Landlord shall be sent by certified mail, return receipt requested, and addressed to Landlord at All notices from Landlord to Tenant shall be delivered personally or to the Apartment, or sent by First Class or Certified Mail, addressed to Tenant at the Apartment.~~

~~20. AGENCY: If any employee of Landlord's at Tenant's request, moves, handles or stores anything, or drives or parks Tenant's motor vehicle, then and in every case, such employee shall be deemed Tenant's agent, and Landlord shall not be liable for any loss, damage or expense in connection therewith.~~

~~21. SUBORDINATION OF LEASE: This Lease is subject and subordinate to any mortgage or deed of trust now or hereafter covering the property of which the Premises leased hereby is a part and is subject and subordinate also to any extension, renewal, modification, replacement or consolidation of any such mortgage or deed of trust. The provisions of this Section shall be self-operative and no further instrument of subordination shall be necessary. Promptly upon the request of any person succeeding to the interest of the owner of the property of which the Premises hereby leased is a part, whether through the enforcement of any remedy provided for by law or by any such mortgage or deed of trust or as the result of any voluntary or involuntary conveyance or other transfer of such interest in lieu of foreclosure, the Tenant automatically, without the necessity of executing any further document, will become the tenant of such successor in interest.~~

~~22. ENTIRE AGREEMENT: This Lease contains the entire agreement between Landlord and Tenant, and can only be changed in writing, signed by both parties.~~

~~23. SEVERABILITY: If any provision of this Lease or application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this Lease which can be given effect without the invalid provision or application; and to this end, the provisions of this Lease are declared to be severable.~~

~~24. UTILITIES: UNLESS AMENDED BY EXECUTION OF BASE UTILITIES INCLUSIVE OPTION, BY ATTACHED ADDENDUM, Landlord will pay all charges for water, sewerage, and basic cable used in the Apartment during the term of this Lease,~~

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and any extension thereof. Tenant shall, however, for each three month period in which the total of such charges exceed \$218, immediately reimburse Landlord, as additional rent, Tenant's pro rata portion of such excess utility charges. Landlord agrees to bill Tenant on or about the 25th of the month following the end of each three month period for the amount due from Tenant on the first of the following month. Landlord further agrees to make available utility and governmental bills and all calculations determining Tenants pro-rata share in Landlord's office on the same day the bills are mailed and for seven days thereafter. The Tenant's share will be computed as follows: The total water, sewerage and basic cable bills paid by the Landlord during the previous three months for the said Apartment will be divided by the number of bedrooms occupied in the apartment.

~~25. RELOCATION OF TENANT: To promote the well-being of its student residents; to maintain, operate or renovate facilities; to establish a special interest building, floor, unit or section; to convert rooms for occupancy by the opposite sex; to fill an apartment; or for the other reasonable purposes, Landlord may require Tenant, upon seven days prior notice, to relocate to another apartment within the The Palisades Apartment @ Jaguar City.~~

LANDLORD AGREES THAT:

~~26. CONDITION OF PREMISES: The Premises will be made available such that it will not contain conditions which constitute, or if not promptly corrected will constitute, a fire hazard or a serious and substantial threat to the life, health or safety of occupants. At all times during the tenancy, Landlord will comply with all applicable provisions of any Federal, State, County or municipal statute, Code, regulation or ordinance governing the maintenance, construction, use or appearance of the Premises and the property of which it is a part.~~

~~27. EXISTING DAMAGES: Upon written request of Tenant (sent in accord with Section 19 of this Lease Agreement) within fifteen (15) days of occupancy, Tenant shall have the right to have the Premises inspected by the Landlord, in the Tenant's presence, for the purpose of making a written list of damages that exist at the commencement of the tenancy. Within five (5) days after the Tenant receives Landlord's list, Tenant shall, if Tenant disagrees with the Landlord's written list of existing damages, serve on the Landlord a statement itemizing those portions of Landlord's list with which Tenant disagrees.~~

~~28. FURNISHINGS: Tenant hereby acknowledges that the Premises contain the furnishings specified in Exhibit A attached hereto, hereinafter referred to as the "Furnishings", and that except as specified in said Exhibit A, the Furnishings are in good condition and further agrees that when Tenant vacates the Premises, all of the Furnishings will remain in the Premises and be in the same condition as when Tenant occupied the Premises, reasonable wear and tear excepted.~~

~~29. VEHICLE PARKING: Tenant will obey all parking and speed regulations which Landlord may promulgate or post and park, in the designated parking areas, only one properly tagged and functioning passenger motor vehicle or truck (with no commercial lettering) not in excess of 3/4 ton GVW, whose appearance, in Landlord's sole opinion, does not detract from the apartment community, in designated parking areas and will not permit nor maintain any commercial vehicles or trucks in excess of 3/4 ton GVW, trailers, campers or boats in or about the apartment community, Tenant shall not use any parking area on Landlord's property for the storage or repair of any motor vehicle or other property and will remove any unauthorized vehicles or other property from said parking areas promptly at the request of Landlord. Any vehicle parked by Tenant in the parking areas must display, on the front passenger window of the vehicle, a valid parking sticker as provided by Landlord. If Tenant shall fail to comply with this Section 29, Tenant agrees to pay Landlord, at the rate of \$10.00 per day, for the use of said parking area and does hereby grant to Landlord a lien on said unauthorized vehicles or other property for the payment of the parking rent, which lien may be enforced by Landlord in the same manner as such liens may be enforced by garage keepers under the applicable laws of the City/County and State in which the~~

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parking area is located and/or Landlord, at its option, may have said unauthorized vehicles or other property towed away, or otherwise removed, and stored at Tenant's risk and expense. Tenant does hereby further irrevocably constitute and appoint Landlord as Tenant's attorney in fact to remove any unauthorized vehicles or other property parked or stored in violation of this Lease, and to store the same at the expense of Tenant in such place or places as Landlord, in its sole discretion, may deem proper. Any vehicle or other property parked, or stored, so as to block or inhibit access to any dumpster or fire lane will be towed, or otherwise removed, at its owners risk and expense.

~~30. PAYMENT OF RENT: This Lease Agreement shall not be valid and occupancy shall not be granted without prior payment of the first month's rent and delivery of a properly executed and duly enforceable Parental Guaranty. Tenant shall pay the rent at the Landlord's office or at such other place as may be designated by the Landlord. Except as may otherwise be required by law, or by the Landlord, all rental payments made by Tenant to Landlord shall be by check, money order or by credit card (if Landlord has the necessary facilities with which to process a credit card payment). Should any check given by Tenant to Landlord be dishonored by Tenant's bank, Landlord shall have the right to require that all future rent payments, except as may otherwise be required, by law, be paid by money order or certified check. Landlord shall provide Tenant with a written receipt for all cash monies received by the Landlord from the Tenant. Rent will be accepted by the Landlord during Landlord's business hours as same may be posted, from time to time, at Landlord's business office. If the Tenant fails to make payment where due and the default continues for 3 days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by the Landlord for payment of the rent or possession of the premises, the Landlord may terminate the agreement.~~

~~Should Landlord employ an Agent to institute proceedings for rent and/or repossession of the Premises for non-payment of any installment of rent, and should such rent be due and owing as of the filing of said proceedings, Tenant shall pay to Landlord the reasonable costs incurred by Landlord in utilizing the services of said Agent.~~

~~31. LATE CHARGE: Tenant will pay, as additional rent, a charge of twenty-five (\$25) and five (\$5) per day thereafter as a late charge in the event that Tenant shall fail to pay, both while occupying the Premises and after vacating same, an installment of the rent for a period of three (3) days beyond the date on which it became due and payable. This shall not constitute a waiver of the Landlord's right to institute proceedings for rent, damages and/or repossession of the Premises for non-payment of any installment of rent.~~

~~32. ASSIGNMENT & SUBLETTING: Tenant will not assign this Lease, or sublet said Premises, or any part thereof, nor permit the Premises to be occupied by anyone other than Tenant and such other tenants of the Premises as may be authorized by Landlord, without the prior written consent of Landlord, which consent may be withheld in the sole and absolute subjective discretion of the Landlord, nor use or permit the Premises to be used for any purpose other than that of a private dwelling. In the event Landlord agrees to an assignment of this Lease or a subletting of the Premises, Tenant will be charged a fee of \$50.00 for the additional office work involved.~~

~~33. NOISE & BEHAVIOR: Tenant will not make, permit or facilitate any unseemly or disturbing noises or conduct by the Tenant, Tenant's family, employees, agents and/or guests; nor do, permit or facilitate any illegal or immoral conduct or obstruct or interfere with the rights, comforts or convenience of other tenants or Landlord. Tenant will not permit to enter the Premises or to remain therein any person of bad or loose character or of improper behavior. Tenant further agrees not to conduct, give or permit vocal or instrumental instruction or practice. Tenant shall further prevent any person on the Premises with Tenant's permission from willfully or wantonly destroying, defacing, damaging, impairing or removing any part of the building or the Premises or the facilities, equipment or appurtenances thereto, nor may the Tenant do any such thing.~~

~~34. ILLEGAL DRUGS: If Tenant, Tenant's employees, agents, invites and/or 'guests, engage in, permit or facilitate any drug-related criminal activity on or about the Premises, Tenant will be deemed to have substantially and materially breached this Lease Agreement with such breach being grounds to terminate Tenant's occupancy of the Premises. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, dispensing, storage, use or possession of a "controlled substance" as defined under Section 102 of the Comprehensive Drug Abuse Prevention and Control Act (21 USC 802(6), as amended) or under relevant Mississippi Statutes or to attempt, endeavor or conspire to manufacture, sell, distribute, dispense, store, use or possess a Controlled dangerous substance or controlled substance.~~

~~35. ALTERATIONS TO PREMISES: Tenant will leave the Premises at the end of the Lease term, or any renewal or extension thereof, in as good condition as received, reasonable wear and tear excepted, and will not, without written permission of the Landlord, make any alterations, additions or improvements (including painting and papering) to the Premises.~~

~~36. SURRENDER OF PREMISES: If the Tenant does not surrender the Premises at the end of the Lease term, or any renewal or extension thereof, the Tenant will make good to the Landlord all of the damages which the Landlord suffers as a result thereof, and will further indemnify the Landlord against all claims made by any succeeding tenant against the Landlord founded upon delay by the Landlord in delivering possession of the Premises to said succeeding tenant, so far as such delay is caused by the failure of Tenant to surrender the Premises.~~

~~37. WAIVER OF BREACH: Receipt by the Landlord of rent with knowledge of the violation of any term or provision of this Lease or the rules or regulations thereof, shall not be deemed a waiver of such breach.~~

~~38. INDEMNIFICATION: Tenant agrees to indemnify and save harmless the Landlord against all liability, including liability arising from death or injury to person or property, during the term of this Lease, and any renewal or extension thereof, caused by any act or omission of the Tenant, or of the family, guests, agents or employees of the Tenant.~~

~~39. LIABILITY OF LANDLORD: Landlord shall not be liable for any injury, damage or loss to person or property caused by other tenants or other persons, or caused by theft, vandalism, fire, water, smoke, explosions or other causes unless the same is exclusively due to the omission, fault, negligence or other misconduct of the Landlord. Failure or delay in enforcing Lease covenants of other tenants shall not be deemed negligence, etc. on the part of the Landlord. Tenant shall defend and indemnify Landlord from any claim or liability from which Landlord is hereby exonerated.~~

~~40. TENANT HOLDING OVER: If Tenant shall continue to occupy the Premises after the expiration of this Lease Agreement, or any renewal or extension thereof, and if the Landlord shall have consented to such continuation of occupancy, such occupancy shall (unless the parties hereto shall otherwise agree in writing) be deemed to be under a month to month tenancy, at twice the rental payable hereunder just prior to the Tenant holding over, which shall continue until either party shall mail notice to the other (pursuant to Section 19 of this Lease) at least one (1) month prior to the end of any calendar month, that the party giving such notice elects to terminate such tenancy at the end of such calendar month, in which event such tenancy shall so terminate. As long as the Tenant is in possession of the Premises, all of the obligations of the Tenant and all rights of the Landlord applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy.~~

~~41. CONDEMNATION: In the event the Premises, or any part thereof, shall be taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate as of the date of such taking and Tenant shall thereupon be released from any further liability hereunder. Under such circumstances Landlord shall be entitled to receive the entire award in the condemnation proceeding.~~

~~42. INSURANCE: During the term of this Lease, and any extension thereof, Tenant should, at Tenant's sole cost and expense, purchase renter's form homeowner's insurance coverage providing for personal liability (bodily injury and property damage)~~

coverage with a limit of not less than \$500,000.00 each occurrence and \$5,000.00 in medical payments coverage; and further, providing coverage to keep Tenant's personal property on and in the Premises insured for the benefit of Tenant against loss or damage resulting from broad form named perils on a replacement cost basis. Tenant acknowledges that Landlord does not carry any insurance on Tenant's personal possessions.

Tenant's Initials

~~43. TENANT INDEMNIFICATION: Tenant shall indemnify and save Landlord harmless from all liability, damage or expense incurred by Landlord as a result of death or injury to persons, or damage to property (including the Premises) where this Lease Agreement required the Tenant to procure insurance for said liability, damage or expense, and Tenant failed to do so.~~

~~44. PREJUDGMENT INTEREST: If Tenant violates this Lease Agreement and said violation results in a monetary loss to Landlord, then Landlord shall be entitled to prejudgment interest at the highest rate allowed by law, but in no event more than ten percent (10%) per annum, on the amount due Landlord, from the date the Landlord mails its written list of damages to Tenant.~~

~~45. QUIET ENJOYMENT: The only covenant of quiet enjoyment applicable to this tenancy, express or implied, is that established by~~

~~46. SMOKE DETECTOR: Landlord has installed at least one smoke detector in the premises and that said detector(s) is in good condition and proper working order as of the beginning of the Lease term. Tenant agrees not to obstruct or tamper with said detector(s) or otherwise permit the detector(s) to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector(s) periodically and to report any malfunction therewith promptly to Landlord. Tenant assumes all liability to test the detector(s) and hereby waives and exonerates Landlord from any and all liability resulting from any defective detector(s) which Tenant shall not have specifically reported to Landlord.~~

~~47. SECURITY: Except for locks on doors and windows and a Monitored Alarm Service, Landlord does not provide any type of security protection in, on or about the Premises. Whereas, it is the Tenant's option as to whether to activate the Monitored Alarm Service, but in order for Tenant to have the Monitored Alarm Service, Tenant will be required to execute a Resident Contract for Monitored Alarm Services with~~

~~_____ , a copy of which is available at the time the Tenant takes possession of the Premises. Tenant acknowledges that Tenant has been instructed on how to operate and test the alarm system. Tenant also acknowledges and understands that this alarm system, like all alarm systems, may malfunction or be rendered inoperable. Tenant agrees to periodically test the alarm system and acknowledges that it is Tenant's responsibility to immediately report any malfunction to _____ Landlord shall not be liable to Tenant for any malfunction or inoperability of the alarm system, or any failure of the Monitored Alarm Service, unless caused by Landlord's fault, omission, negligence or other misconduct.~~

~~48. STUDENT STATUS: Tenant represents that at the time the Tenant commences occupancy of the Premises he/she is or will be a matriculated student. Tenant grants Landlord permission to verify Tenant's student status with the University. If Tenant's representation in this paragraph are false or if Tenant loses his or her status as a student during the term hereof, Tenant shall be in default hereunder and Landlord shall be entitled to exercise all rights and remedies provided for herein or that are available at law or in equity.~~

~~BY SIGNING THIS RENTAL AGREEMENT TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE MISSISSIPPI STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.~~

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RULES AND REGULATIONS

TENANT AGREES NOT TO:

~~1. ANIMALS: Tenant will not keep any pets in or about the Premises. If, however, Tenant is blind or deaf, Tenant may keep and maintain a dog, certified as being specially trained to aid the Tenant in his/her handicap, within the Premises, the rental facility and all other related structures in accordance with applicable laws.~~

~~2. APPLIANCES: _____ Install any washing machines, dryers, dishwashers, air conditioners or other appliances in the Premises.~~

~~3. FURNITURE: Keep any water-containing furniture in the Premises.~~

~~4. WALLS AND WOODWORK: Drive nails into the woodwork or walls of the Premises.~~

~~5. WALLPAPER, PAINT AND MIRRORS: Apply contact paper, wallpaper or mirrors to the Premises and will not change the type or color of paint within the Premises from that utilized by Landlord.~~

~~6. PORTABLE HEATERS: Store, install or operate, in or about the Premises, unvented, portable kerosene-fired heaters.~~

~~7. LOCKS: Change the locks on the doors of the Premises or install additional locks, chains or other fasteners without the prior written permission of the Landlord. Upon termination of the tenancy, all keys to the Premises must be returned to the Landlord. If Tenant shall fail to comply with this Rule, Tenant shall pay Landlord \$50.00 for reimbursement of the cost of changing or re-keying the locks. Notwithstanding the above, Tenant shall provide to the Landlord a copy of the key(s) necessary to gain access to the Premises if locks have been added, altered or changed by the Tenant from the date of this Lease Agreement.~~

~~8. — PERSONAL BELONGINGS: Leave any personal belongings (including lawn furniture) in the parking areas, public halls, sidewalks, lawn areas or other common areas of the apartment community.~~

~~9. — APPLIANCES & UTILITIES OBSTRUCTIONS: Misuse or overload appliances or utilities furnished by the Landlord. In addition, Tenant shall properly use and operate all electrical and plumbing fixtures and shall keep all plumbing fixtures as clean and sanitary as their condition permits.~~

~~10. — OBSTRUCTIONS: Obstruct or use for any purpose other than ingress and egress the sidewalks, entrances, passages, courts, vestibules, stairways and halls.~~

~~11. — ADVERTISING: Display any advertisement, sign, or notice, inside or outside the Premises.~~

~~12. — FIRE RISK: Store in the Premises or any storage area any material of any kind or description that is combustible, or would increase the risk of fire.~~

~~13. — LITTER: Litter or obstruct the public halls or grounds.~~

~~14. — LAWS AND INSURANCE: Do anything that would violate any law or increase the insurance rates on the building in which the Premises are situated.~~

~~15. — THROWING OF ARTICLES: Throw, or allow to be thrown, anything out of the windows or doors or down the passages of the building, or from the balconies or patios.~~

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~~16. — WINDOW SILLS: Place anything on the outer edges of the sills of windows.~~

~~17. — COMMON AREAS: Permit Tenant or Tenant's family, employees, agents or guests to play in public areas, stairways, elevators (if any), laundry rooms, or storage areas.~~

~~18. — AUTOMOBILES: Hose wash automobiles.~~

~~19. — OBSTRUCTION OF WINDOWS, ETC.: Cover or obstruct the windows, doors and skylights that reflect or admit light into passageways, or into the common areas of any of Landlord's buildings.~~

~~20. — CLEANING OF RUGS, MOPS, ETC.: Shake or clean any tablecloths, rugs, mops or other articles in any of the public halls or from any of the windows, doors or landings of any of Landlord's buildings.~~

~~21. — CANVASSING: Cause the distribution in common areas of the apartment community or under apartment doors, of handbills, circulars, advertisements, papers or other matter which if discarded would tend to litter such area. Canvassing, soliciting and peddling in the apartment community is prohibited. The foregoing shall not prohibit Tenant from using direct mail solicitation or advertising in the regular communications media.~~

~~22. — CHARCOAL GRILL: Use or store any charcoal or gas grills or other open flame cooking devices, or do any open cooking on balconies or patios.~~

~~23. — DAY CARE CENTER: Provide, for consideration, in or about the Premises, substitute parental or guardianship care or supervision to children not related to the Tenant by blood.~~

~~24. — CLOTHES LINES: Install, erect or utilize exterior clothes lines within the apartment community.~~

~~TENANT AGREES TO:~~

~~25. — GARBAGE & RUBBISH: Place Tenant's garbage and rubbish for disposal only as Landlord directs and to dispose from the Premises all rubbish, garbage and other organic and flammable waste in a clean and sanitary manner.~~

~~26. USE OF FACILITIES: Use all facilities which Landlord provides for Tenant's comfort, such as a swimming pool, parking areas, tennis court, fitness center, clubhouse and computer center (none of which facilities are included in the rent) solely at Tenant's own risk, and Tenant agrees that Landlord shall not be responsible for any injury to person or loss or damage to property arising out of Tenant's use thereof, unless the same is caused solely by Landlord's fault, omission, negligence or other misconduct. Use of any of these facilities may be revoked by the Landlord without effecting the remainder of this Lease.~~

~~If Landlord should provide a swimming pool for Tenant's use in common with others, Tenant agrees to comply with, and to cause Tenant's family and guests to comply with, all rules and regulations relating to the use thereof, which Landlord posts at or near the pool or mails to Tenant (in accordance with Section 19 of this Lease Agreement). A failure to comply with said rules and regulations may result, at Landlord's option, in Landlord revoking Tenant's use of the pool.~~

~~+2-~~

(q) **Counterparts.** This Agreement may be executed, approved and delivered in any number of counterparts, each at which when so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

~~27. CONDITION OF PREMISES: Keep the Premises in a neat, clean, good and sanitary condition.~~

~~28. BALCONIES AND PATIOS: Keep balconies and patios free of all personal belongings, except that Tenant may maintain lawn furniture thereon provided the same is maintained in a neat and orderly manner.~~

~~29. DRAPERIES: Only use draperies and window shades provided by Landlord and which present a white exterior coloration.~~

~~30. LOCK-OUT: Pay a \$50.00 service charge to Landlord each time that Tenant locks himself/herself out of the Premises, and requests Landlord's assistance in gaining entry to the Premises after 5:00 p.m. on weekdays, and at any time on weekends and holidays,~~

IN WITNESS WHEREOF, the parties hereto have ~~executed~~ each caused this Lease Agreement the _____ day and year to be executed in their respective names as of the date first above written.

WITNESS/ATTEST: _____ University Management Company,
agent for: _____

(phone)
(fax)

By: _____

~~Landlord~~

~~Tenant~~

Landlord's emergency telephone number is

→

(-----),

Jaguar City
Date

The Palisades Apartment

Bedroom No. _____

EXHIBIT A

Tenant hereby acknowledges that the Premises were leased to Tenant furnished containing the following furnishings (the "Furnishings"):

COMMON AREA

- 1. one (1) sofa
- 2. one (1) cocktail table
- 3. one (1) end tables
- 4. one (1) lamps
- 5. one (1) entertainment center
- 6. one (1) microwave
- 7. one (1) refrigerator
- 8. one (1) electric range
- 9. one (1) dishwasher
- 10. _____ one (1) washer
- 11. _____ one (1) dryer
- 12. _____ one (1) dining table _____ (4 bedroom units only)
- 13. _____ four (4) dining chairs _____ (4 bedroom units only)
- 14. _____ two (2) bar stools (2 bedroom units only)

TENANT BEDROOM

- 1. One (1) full size bed, box spring, and frame
- 2. One (1) desk
- 3. One (1) desk chair
- 4. One (1) dresser

Tenant acknowledges that except as specified above, the Furnishings are in good condition and agrees that when Tenant vacates the Premises, all the Furnishings will remain in the Premises in the same condition as when leased, reasonable wear and tear excepted.

University Management Company,
agent

By: _____

—Landlord—

739084 1.DOC

So. University/Marketing Agreement — J-3

BATON ROUGE STUDENT HOUSING, L.L.C., a
Louisiana limited liability company

By: _____
Name: _____
Title: _____

SOUTHERN UNIVERSITY AND A & M COLLEGE
AT BATON ROUGE

By: _____
Name: _____
Title: _____

Document comparison by Workshare 9.5 on Friday, March 27, 2020 11:20:31 AM

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Moved cell	
Split/Merged cell	
Padding cell	

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	Count
Insertions	584
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Moved from	70
Moved to	70
Style change	0
Format changed	0

Total changes	1740
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SOUTHERN UNIVERSITY LAW CENTER

261 A. A. LENOIR HALL

POST OFFICE BOX 9294

BATON ROUGE, LOUISIANA 70813-9294

OFFICE OF THE CHANCELLOR

(225) 771-2552

FAX (225) 771-2474

July 2, 2021

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

RE: Proposed Memorandum of Understanding to Develop Finance, Develop, and Manage a Mixed-Use Parking Garage between LJB Enterprises, LLC, and the Southern University Law Center

Dear Dr. Belton:

The LJB Enterprises, LLC, a Maryland Limited Liability Company (LLC), has proposed a MOU as a first step to a process that has the intent to eventually lead to a detailed development agreement for the turn-key design, financing, construction, development, marketing, leasing, operation, and management of an approximately 600-space mixed-use parking garage on an estimated one (1) acre development site located at the rear of A.A. Lenoir Hall between E-street and Farm Road on the Southern University Baton Rouge landmass. The proposed MOU between LJB Enterprises and SULC has many detailed provisions that should be reviewed and discussed in detail by the Southern University Board of Supervisors.

I hereby request that the MOU be presented to the Southern University System Board of Supervisors at its July 16, 2021, board meeting for review, discussion, and if appropriate, approval.

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 TO
DESIGN, FINANCE, DEVELOP, AND MANAGE A
MIXED-USE PARKING GARAGE

LJB Enterprises, LLC Development Team
Southern University Law Center (SULC)

SULC – LJB DEVELOPMENT AGREEMENT MEMORANDUM OF UNDERSTANDING

This Development Agreement Memorandum of Understanding (the “MOU”) is made this __ day of _____ 2021, by and between the SOUTHERN UNIVERSITY LAW CENTER (SULC), a Louisiana corporation, with its offices at 2 Roosevelt Steptoe Drive, Suite 235, Baton Rouge, Louisiana 70813 (“SULC” or the “Law School”), and LaRay J. Benton and LJB Enterprises, LLC, a Maryland limited liability company, with offices at 1900 Saint Georges Way, Mitchellville, Maryland 20721 (collectively, the “Developer”).

It is the intent of the Developer and the SULC to enter into a detailed Development Agreement for the turn-key Design, Financing, Construction, Development, Marketing, Leasing, Operation, and Management of an approximate 600 space Mixed-use Parking Garage on an estimated one (1) acre development site located at the rear of Lenoir Hall, between E Street and Farm Road, on the Southern University Baton Rouge campus. See Exhibit A.

This MOU is to set forth the parties’ understanding of the basic structure of the Development Agreement as follows:

1. The Developer will perform a Comparative Feasibility Analysis, Design, Finance, Develop, Construct, Market, Lease, Operate, and Manage an estimated 600 space Mixed-use Parking Garage, with approximately 25,000 SF of leasable Commercial Retail, Office, and Administrative space, and the Infrastructure Improvements (including surface parking), on approximately 1.16 acres of real property owned and/or controlled by the Southern University Law Center (collectively the “SULC Parking Garage” or “Property”). See Exhibits A & B.
2. LJB Enterprises, LLC will be the exclusive Developer for the project, with a “majority” decision making authority to select the required members of the development team, to include but not limited to all Engineers, Contractors, Consultants, Financing Partners, and Legal Representatives needed to develop the SULC Parking Garage from conception through long-term operation, in its entirety.
3. The Parties agree that the overall development and financing of the SULC Parking Garage will be structured through a Public Private Partnership agreement between SULC and LJB, utilizing a sale leaseback and/or master lease structure. See Exhibit B.
4. Upon execution of this MOU, Developer will be allowed to immediately design, market, negotiate, finance, and pre-lease any and all planned Commercial, Retail, Office, Administrative, and Management agreements pertinent to the long-term operation and use of the SULC Parking Garage in its entirety.
5. Developer will perform a comparative Feasibility Study and Market Analysis of recently planned and developed parking garages at both Historically Black Colleges and Universities (HBCUs) and Predominantly White Institutions (PWI), and present the results back to SULC Faculty, Staff, and Students.
6. Developer will work with the Southern University System, the SULC Staff and Students, and other entities as directed by the SULC Chancellor and his staff.
7. Developer will work with the SULC Staff and Students to design appropriate administrative space and amenities for specific use by SULC Staff and Students, as directed by the SULC Chancellor and his staff.
8. The Developer and SULC will collectively manage both the surface parking and structured garage parking space assets as hourly/daily parking as the Developer and SULC determines it to be in the best interest of all parties.

LJB Enterprises, LLC.

1900 Saint Georges Way • Mitchellville, MD 20721

T. 864-357-4545 F. 888-580-1754

Website: WWW.COUNTYCENTERPG.COM



MEMORANDUM OF UNDERSTANDING TO
DESIGN, FINANCE, DEVELOP, AND MANAGE A
MIXED-USE PARKING GARAGE

LJB Enterprises, LLC Development Team
Southern University Law Center (SULC)

9. Developer and SULC agree to mutually work to procure any and all Federal, State, Local, and Private resources to the mutual benefit of all parties and the SULC Parking Garage, to include but not limited to New Markets Tax Credits (NMTC), Tax Increment Financing (TIF), Legislative Appropriations, Grants, etc.
10. Developer agrees to work with SULC and Southern University to create to create Student Internship opportunities within the Project for specific benefit of Southern University Students across multiple disciplines. See Exhibit C.
11. Developer agrees to deliver the SULC Parking Garage and Infrastructure Improvements within 24 months of permit issuance, but subject to weather delays, cost of material increases, and market availability of required engineering and construction consultants.
12. If in SULC's possession, within fifteen (15) business days following the execution of this MOU, SULC will provide LJB with site plans showing utility infrastructure and easements, appraisals, and/or previous site development plans and/or approvals pertaining to the Property. By mutual execution of this MOU, SULC grants LJB the right to obtain any and all existing plans, survey, and due diligence information from SULC's original development consultants at LJB's cost. Utility placement is "as is" "where-is" and will be the LJB's responsibility to verify.
13. LJB and SULC agree to cooperate in all aspects of the innovation, renovation, redevelopment, negotiation, approval and site development process. Such cooperation shall include but is not limited to granting any legal easements, Contracts, documents, and/or authorities which may be necessary to initiate, finance, secure, construct, manage, and distribute all of the proposed economic development projects as listed herein.
14. The foregoing is intended to outline material business terms that need to be clarified to serve as a basis for the preparation of a formal Development Agreement for review & approval by both parties. SULC agrees that during the term of this Agreement, it will not market the property and/or initiate any contracts or discussions with any other prospective investors, partners, consultants, attorneys, or other third parties relative to the Design, Financing, Development, Construction, Marketing, Leasing, Operation, and Management of the Subject Property.

LJB Enterprises, LLC.

1900 Saint Georges Way • Mitchellville, MD 20721

T. 864-357-4545 F. 888-580-1754

Website: WWW.COUNTYCENTERPG.COM



MEMORANDUM OF UNDERSTANDING TO DESIGN, FINANCE, DEVELOP, AND MANAGE A MIXED-USE PARKING GARAGE
LJB Enterprises, LLC Development Team
Southern University Law Center (SULC)

This Memorandum of Understanding (MOU) is executed by an individual strictly in his/her capacity as a representative of LJB and/or SULC. By the execution of this MOU, both LJB and SULC agree that no agent, representative, member, partner, shareholder, employee of LJB nor SULC shall be personally liable for the payment of any claim or the performance of any obligations hereunder.

Upon your acceptance of the foregoing by execution of this MOU where indicated below, we will instruct our legal counsel to commence preparation of formal Development Agreement and/or Contracts for the herein Subject Property. LJB and SULC agree to use best efforts to negotiate the said Development Agreements and/or Contracts within ninety (90) days of execution of this MOU.

SOUTHERN UNIVERSITY LAW CENTER CHANCELLOR OR ANY OTHER LEGAL REPRESENTATIVE OF THE SULC (SULC), OR ASSIGNS:

By: _____ Date: _____

[Signature]

Print Name: _____

LJB ENTERPRISES, LLC OR ANY OTHER LEGAL REPRESENTATIVE OF THE DEVELOPER (DEVELOPER), OR ASSIGNS:

By: _____ Date: 7/1/2021

[Signature]

Print Name: LaRay J. Benton

LJB Enterprises, LLC.

1900 Saint Georges Way • Mitchellville, MD 20721

T. 864-357-4545 F. 888-580-1754

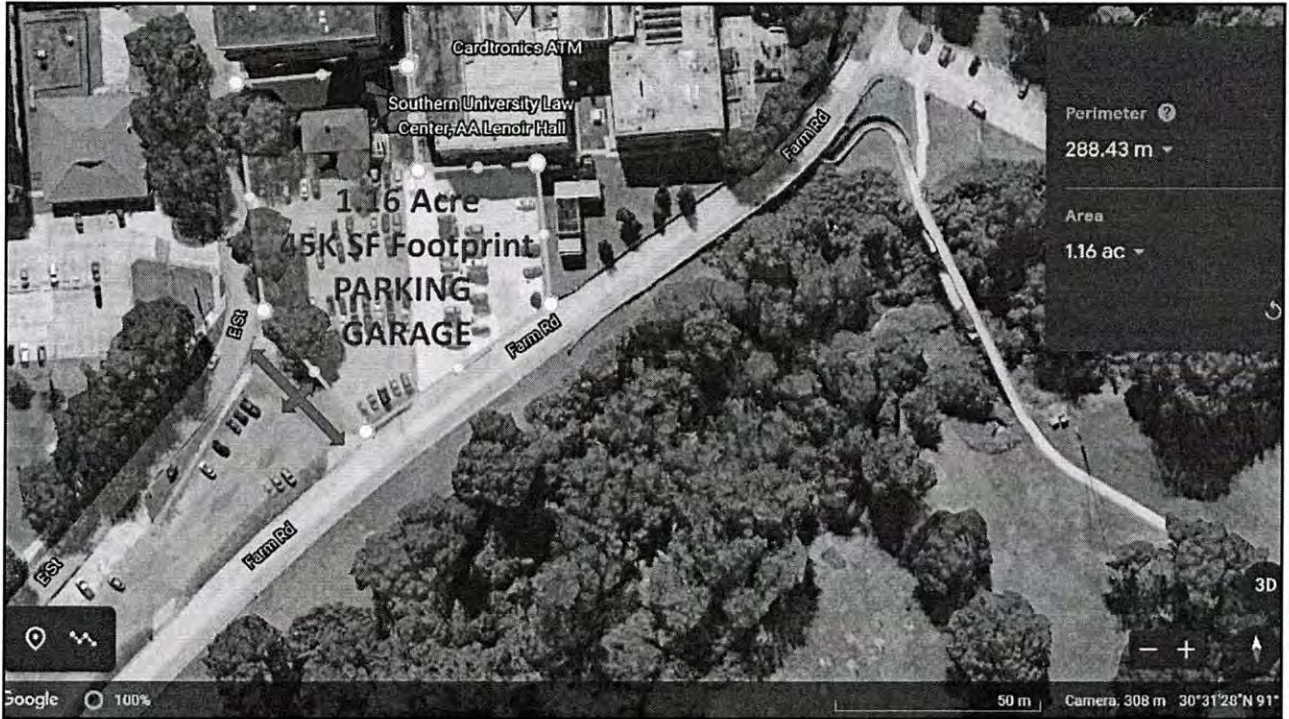
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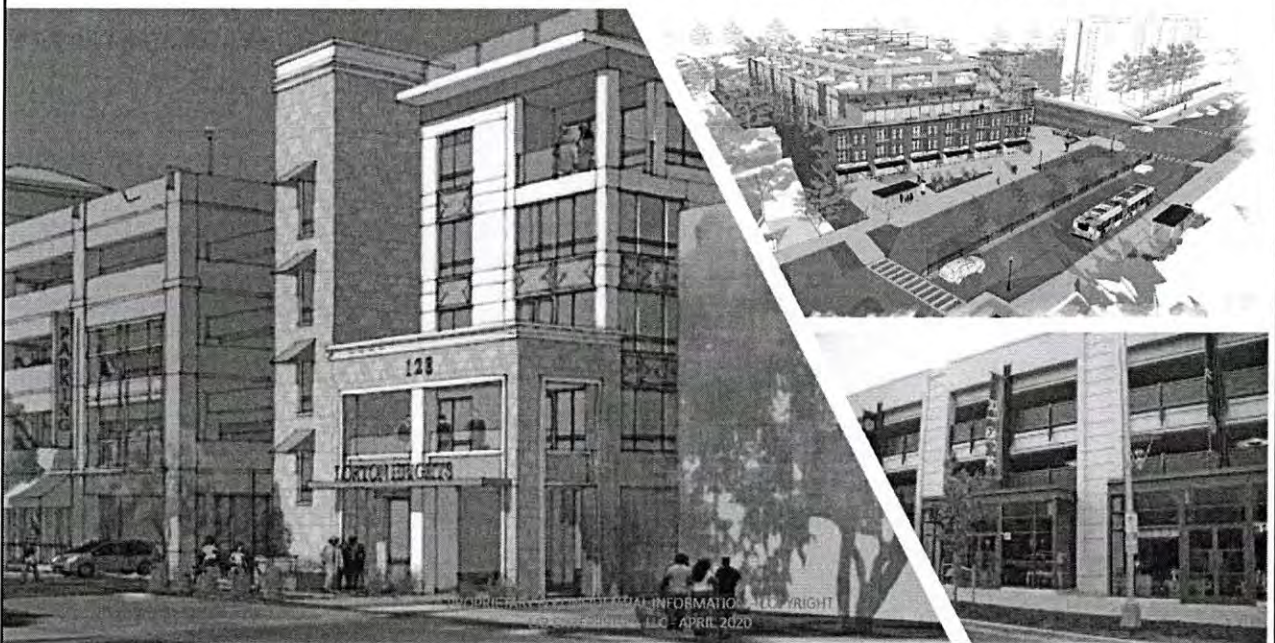
MEMORANDUM OF UNDERSTANDING TO DESIGN, FINANCE, DEVELOP, AND MANAGE A MIXED-USE PARKING GARAGE

LJB Enterprises, LLC Development Team
Southern University Law Center (SULC)

EXHIBIT A – Development Site Aerial View



SU LAW CENTER MIXED-USE PARKING GARAGE



LJB Enterprises, LLC.

1900 Saint Georges Way • Mitchellville, MD 20721

T. 864-357-4545 F. 888-580-1754

Website: WWW.COUNTYCENTERPG.COM



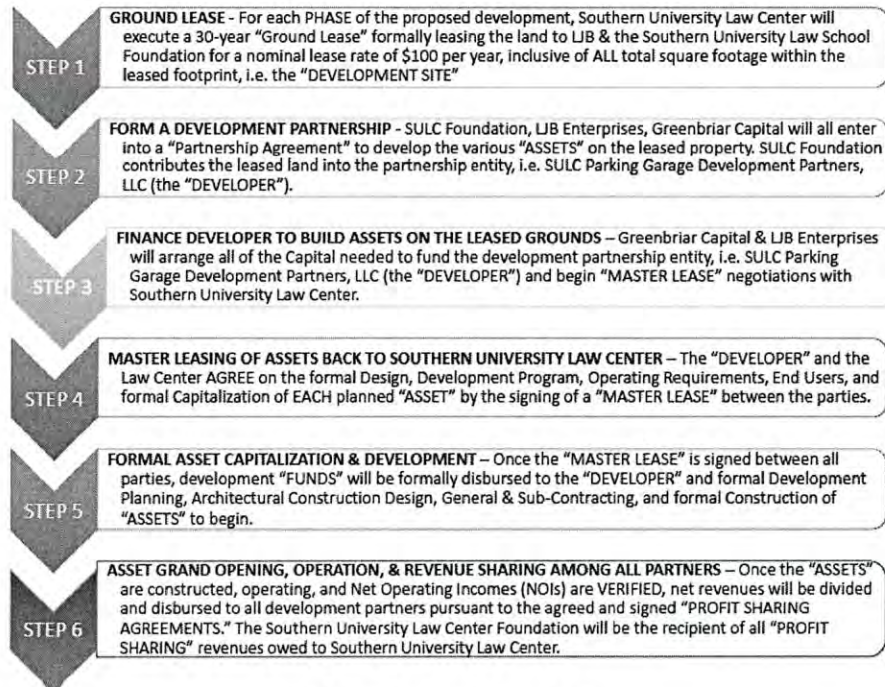
**MEMORANDUM OF UNDERSTANDING TO
DESIGN, FINANCE, DEVELOP, AND MANAGE A
MIXED-USE PARKING GARAGE**
LJB Enterprises, LLC Development Team
Southern University Law Center (SULC)

EXHIBIT B – Proposed Public Private Partnership Structure

SU Law Center Parking Garage

- 597 Structured Parking Spaces & 25K SF of Leasable Retail/Office Space
- Est. Parking Fee of \$50 Monthly for EACH Space
- Est. Annual Parking Revenue of \$334,000
- Est. Annual Retail Revenue of \$240,000
- ALL Revenues to be shared among ALL Partners

Proposed Development & Partnership “STRUCTURE” for SULC Capital Projects



LJB Enterprises, LLC.

1900 Saint Georges Way • Mitchellville, MD 20721

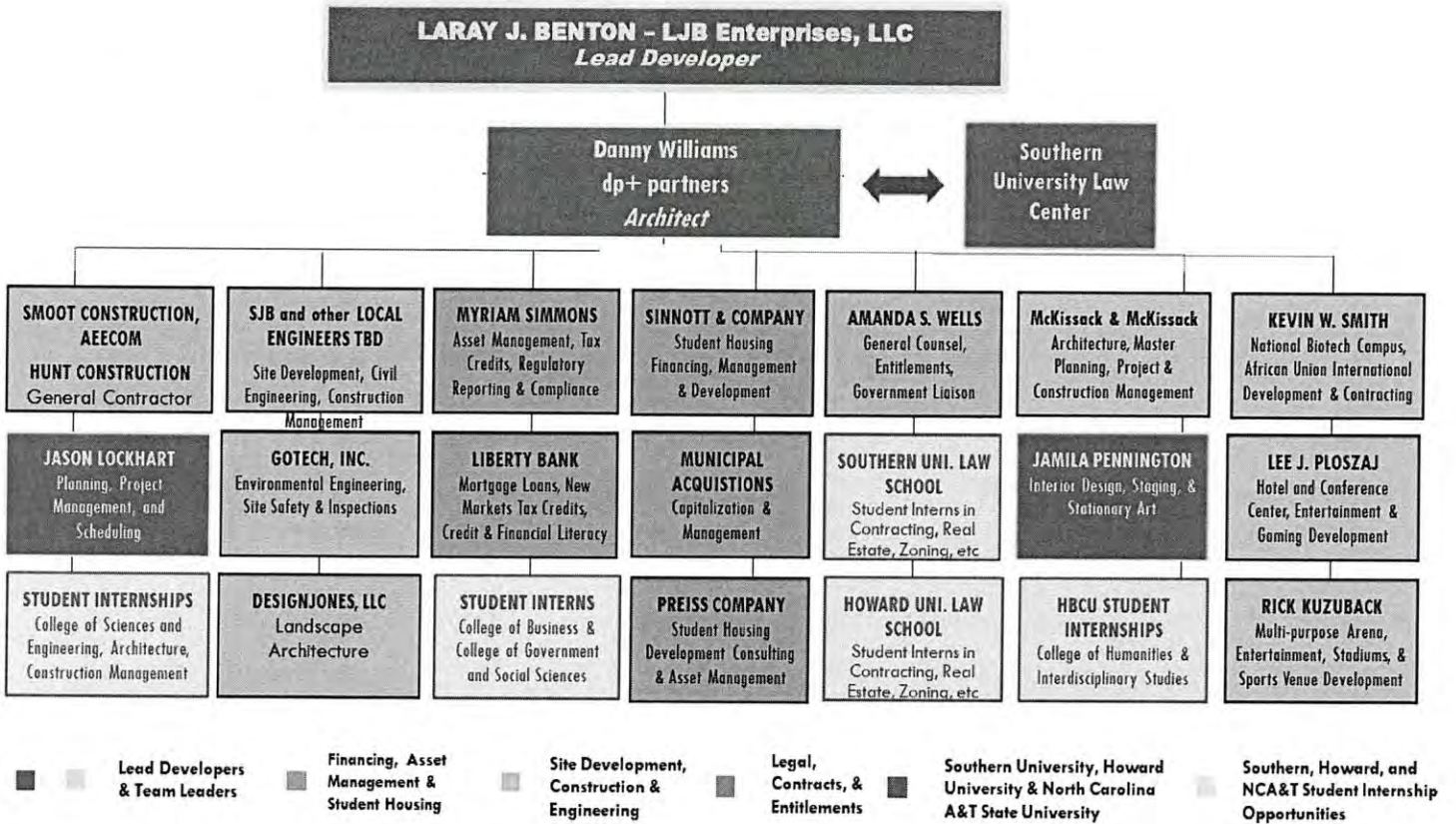
T. 864-357-4545 F. 888-580-1754

Website: WWW.COUNTYCENTERPG.COM



MEMORANDUM OF UNDERSTANDING TO
 DESIGN, FINANCE, DEVELOP, AND MANAGE A
 MIXED-USE PARKING GARAGE
 LJB Enterprises, LLC Development Team
 Southern University Law Center (SULC)

EXHIBIT C – Proposed Organizational Chart & Strategic Partnerships



LJB Enterprises, LLC.
 1900 Saint Georges Way • Mitchellville, MD 20721
 T. 864-357-4545 F. 888-580-1754
 Website: WWW.COUNTYCENTERPG.COM

MEMORANDUM OF AGREEMENT
between
Southern University at New Orleans and
West Chester University of Pennsylvania

I. GENERAL

A. Parties to the Agreement

This Memorandum of Agreement is between the Southern University at New Orleans (hereinafter "*SUNO*") and West Chester University of Pennsylvania, USA (hereinafter "*West Chester University*"). The two institutions shall be referred to collectively as the "Participating Institutions" in the Memorandum of Agreement.

B. Purpose of the Agreement

To increase their cooperation in education and student exchange, the parties to the Agreement, after approval by their responsible authorities, agree to support this Memorandum on academic cooperation. The purpose of this Memorandum is to facilitate and to enhance the academic cooperation between the parties to the Agreement. This agreement establishes the formal understanding of the scope of operations between these two educational institutions and commits to writing the intent and mutual assent of both parties to engage in the following activities, subject to future terms and conditions agreed upon by both parties and set forth in new written agreements or amendments as necessary to further the purpose of this Agreement. This agreement shall be carried out subject to availability of funds of either party and subject to the approval and signature of the presidents of both Universities.

C. Modes of Collaboration

The Participating Institutions shall endeavor to promote collaboration through a broad range of strategies, which in the initial stages of this cooperation shall include but are not limited to:

1. The design of collaborative teaching or research projects, including the development of formal proposals for funding of such teaching or research; and
2. Student exchange programs implemented as external funding for partial or full support of such exchanges at the graduate and undergraduate level as available.

D. Definitions

1. For purposes of this Agreement, the party sending students shall be referred to as the "Home Institution."
2. For purposes of this Agreement, the party receiving students shall be referred to as the "Host Institution."
3. For purposes of this Agreement, "Student" refers to the students within the student exchange balance between the institutions, one for one exchange of Students from each university, or Students visiting the other university for research during fall, spring, or summer semesters through funding from Home Institution.

II. TERMS OF THE AGREEMENT

A. Areas of Initial Concentration

The Participating Institutions agree to develop collaborative programs in areas of mutual interest. Recognizing the importance of practical first steps based on a definition of shared institutional priorities for teaching, program development, and fundamental research, the Participating Institutions agree to implement collaborations through student placement for summer research initially in the Biological Science.

B. Activities in Support of Collaboration

The Participating Institutions recognize the importance of certain ancillary activities in support of these areas of teaching and research collaboration. Principal among these shall be, when appropriate,

1. The regular exchange of relevant publications and information generated by the parties to the Agreement; and
2. Regular communication concerning the technologies necessary to enable and enhance the substantive areas of collaboration referred to in Section II. A.

C. Student Placement

1. Transportation and living expenses, costs of accommodation and health insurance, and other study costs (e.g., textbooks, students' clubs, campus-sponsored excursions) shall be incurred by the Students. Parties to the Agreement shall secure suitable housing for the Students.
2. Students shall have the same rights and duties as Students attending the Host Institution.
3. Students from SUNO applying to West Chester University Graduate program in Biology must satisfy the graduate school admission requirements to secure graduate assistantships.
4. Students shall be subject to all regulations, policies, rules, procedures and standards of academic performance and personal conduct of students of the Host Institution. They will also be subject to the laws of the host state during their term of stay. Students who violate any such regulations, rules or standards are subject to expulsion from the exchange program. Prior to arrival at the host institution, each individual student shall receive the applicable regulations, policies and rules of the host institution. Each individual Student shall acknowledge, in writing, receipt and understanding of the host institutions regulations, policies, rules, procedures, and standards.

III. ADMINISTRATIVE TERMS

A. Elaboration of this Memorandum

It is the intent of the Participating Institutions that general provisions of this Memorandum be translated into specific programs of activity as expeditiously as financing and other institutional capabilities permit. Such programs shall be set forth in specific implementing project memoranda approved in writing by the designated operational officers of both institutions. No implementing memorandum shall amend or contradict the provisions of this Memorandum of Agreement. Nothing in the initial version of this Memorandum shall

be interpreted as constraining the development of future programs not mentioned in this document.

B. Responsible Administrative Personnel

1. The Participating Institutions shall be represented in formal negotiation or renegotiation of this Memorandum by the Presidents of the Participating Institutions or by their designated representatives.
2. The designated operational units of the parties, for purposes of developing and implementing the terms of this Agreement are:

For West Chester University: Dr. Giovanni Casotti

For Southern University at New Orleans: Dr. Carl P. Johnson

3. Either party may change its designated operational officer by written amendment to the Agreement to the designated operational officer of the other party.

C. Other Provisions

1. Nothing in this Memorandum shall create binding obligations that may not be overridden by written agreement in the form of an amendment with the same formality as this written agreement. This Agreement shall only be modified in writing with the same formality as the original Agreement.
2. This Memorandum will expire after the duration of three years from the date of all required signatures, with the ability to renew the Agreement on a yearly basis up to a maximum of five years. The terms of the Agreement may be re-examined, and the program adjusted, as deemed necessary, based on a mutually agreed-to assessment of the program by the appropriate authorities at Participating Institutions in writing.
3. This Memorandum of Agreement may be terminated by any of the parties to the Agreement on prior written notice of 90 days before the end of the respective academic years. Either party can terminate this Agreement for cause at any time. Any current participants in the program established by this Agreement shall, however, in any case retain their current status until the end of the academic year in which the termination of the Agreement occurs.

IV. LEGAL PROVISIONS

A. Equal Access Policy

Both institutions are committed to the policy that all persons shall have equal access to programs, facilities, admission, and employment without regard to personal characteristics not related to ability, performance, or qualifications as determined by the Participating Institutions' policies. Neither institution will discriminate against any person because of age, ancestry, color, disability or handicap, national origin, race, religious creed, sex, sexual orientation, or veteran status. The Participating Institutions shall abide by these principles in the administration of this Agreement, and neither institution shall impose criteria for the exchange of faculty, scholars or students which would violate the principles of nondiscrimination.

B. Nondiscrimination

The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act. SUNO agrees to cooperate with West Chester University in its investigation of claims of discrimination or harassment.

C. Reporting of Sexual Violence and Sexual Harassment

SUNO and WCUPA shall report any incident in which a student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the West Chester University Title IX Coordinator, Lynn Klingensmith at (610) 436-2433.

D. Non-Appropriation

The Participating Institutions recognize that the performance of either institution may be dependent upon the appropriation of funds by the government. Should the government fail to appropriate the necessary funds or if an institution's appropriation is reduced during the fiscal year, the President of either institution may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. The Participating Institutions agree to notify each other as soon as reasonably possible if the appropriated funds become unavailable.

E. Liability

Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the University's or Commonwealth's rights, claims, or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.

F. Commercial Property

Neither Participating Institution will use the trademarks, trade name, logos, trade dress, or other commercial property of the other Party hereto without the express written approval of the other Party.

G. Confidentiality

Participating institutions shall protect the confidentiality of student records and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement. Each party shall comply with the requirements of the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g, et seq. and regulations issued thereunder.

H. Integration

This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship. Both parties recognize that they are permitted to amend the Agreement as long as the amendments are in writing, mutual, and executed with

the same formality as the original Agreement.

I. Interpretation of Terms

In the event doubts should arise in the interpretation of the provisions of this agreement or problems about matters not described therein, where applicable, the laws of the Commonwealth of Pennsylvania shall govern the interpretation and enforcement of this agreement.

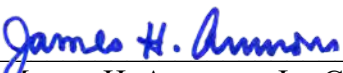
J. Relationship

Although the respective Universities shall collaborate to form a mutually beneficial program, the relationship between the parties is that of independent contractors, and nothing herein shall be construed to create an agency relationship or any employment relationship between the institutions for any faculty or staff provided during the exchange program.

H. Binding Signatures

For the purpose of this Agreement, a copy of the party’s original signature shall be considered to be an original signature; and as such shall be sufficient to bind such parties.

FOR SOUTHERN UNIVERSITY AT
NEW ORLEANS



Dr. James H. Ammons, Jr., Chancellor

Date: _____
6/30/21

Southern University System Legal
Counsel
Southern University at New Orleans

Date: _____

FOR WEST CHESTER UNIVERSITY
OF PENNSYLVANIA

Todd E. Murphy, Vice President for Finance
and Administration

Date: _____

Dr. Jeffery L. Osgood, Jr., Vice President
for Academic Operations

Date: _____
o form and legality:

University Legal Counsel West Chester
University

Date: _____



SOUTHERN UNIVERSITY LAW CENTER

JOHN K. PIERRE
CHANCELLOR

June 28, 2021

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

RE: Memorandum of Agreement between Southern University Law Center and Charles Winnsboro Corporation

Dear Dr. Belton:

The Southern University Law Center (SULC) and Charles Winnsboro Corporation were approved to enter into a Memorandum of Understanding during the April 16, 2021, Southern University System Board Meeting. SULC and Charles Winnsboro Corporation wish to further define its relations with Memorandum of Agreement. SULC and Charles Winnsboro wish to collaborate to bring higher education initiatives, such as certificate and micro-credential programs, to sub-Saharan African.

The investment would be a joint effort between SULC and Charles Winnsboro Corporation with a 60:40 revenue share (60% to SULC and 40% to Charles Winnsboro Corporation).

I hereby request that this proposed MOA is presented for approval to the Southern University System Board of Supervisors at its July 16, 2021, board meeting. If you have any questions, please feel free to contact me.

Sincerely,

John K. Pierre

Chancellor and Vanue B. Lacour Endowed Law Professor

"Analysis Matters"

261 A. A. LENOIR HALL, POST OFFICE BOX 9294, BATON ROUGE, LOUISIANA 70813

MEMORANDUM OF AGREEMENT
between
CHARLES WINNSBORO CORPORATION and
SOUTHERN UNIVERSITY LAW CENTER

I. GENERAL

A. Parties to the Agreement

This Memorandum of Agreement (this “*Agreement*”) is entered into as of [●], 2021, between Charles Winnsboro Corporation (“*Charles Winnsboro*”) and Southern University Law Center (“*SULC*”). The two parties shall be referred to collectively as the “Parties” in this Agreement.

B. Purpose of the Agreement

The Parties entered into a Memorandum of Understanding on April 20, 2021 (as amended as of May 6, 2021, the “*MOU*”). Per the MOU, the Parties now wish to memorialize their agreement in this Agreement. The purpose of this Agreement is to set forth the Parties’ respective responsibilities with respect to the areas of cooperation contemplated by the MOU and this Agreement. This Agreement establishes the formal understanding of the scope of operations between the Parties and commits to writing the intent and mutual assent of both Parties to engage in the following activities.

C. Modes of Collaboration

The Parties shall endeavor to promote collaboration through a broad range of strategies focused on higher education initiatives in sub-Saharan Africa, which shall include but are not limited to:

1. Launch of certificate and other micro-credential programs in sub-Saharan Africa, beginning in Nigeria;
2. Development of other suitable certificate and degree programs in sub-Saharan Africa, based on market dynamics;
3. Development of Undergraduate and Graduate Student Exchange programs with African universities;
4. Collaborative Research and Discovery, Learning and Teaching programs with African universities; and
5. Other mutually agreed educational or research programs.

II. TERMS OF THE AGREEMENT

A. Areas of Initial Concentration

Recognizing the importance of practical first steps based on a definition of shared priorities and missions, the Parties agree to collaborate initially on the development of a pilot micro-credential program, currently contemplated to be in the field of data privacy, to be launched by 2021. The Parties currently intend to

launch additional certificate and degree programs in 2022, following an after-action review of the results of the 2021 pilot program.

B. Activities in Support of Collaboration

The Parties recognize the importance of certain ancillary activities in support of these areas of collaboration. The Parties agree to contribute Fifty Thousand Dollars (\$50,000) to the development of the pilot programs in 2021, as follows: Charles Winnsboro – Twenty Thousand Dollars (\$20,000); and SULC – Thirty Thousand Dollars (\$30,000). This amount will be used for the following purposes:

1. Marketing expenses for the pilot programs, including digital marketing;
2. Scholarships for certain qualified aspiring students;
3. Costs associated with obtaining any requisite permits and approvals;
4. Payments for infrastructure necessary to enable students in Nigeria access the pilot programs, such as entering into contracts with tech hubs to provide electricity and Internet access; and
5. Other necessary expenses for implementation of the pilot programs.

Additional detail with respect to these expenses is provided in Schedule A to this Agreement.

C. Pricing of Programs and Allocation of Net Revenue

The Parties currently anticipate that the 2021 pilot micro-credential program will be priced between One Thousand Dollars and Two Thousand Dollars (\$1,000-\$2,000). The Parties will collaborate to determine the pricing of the other programs launched pursuant to this Agreement.

The Parties will share any net revenue resulting from the 2021 pilot program on a 60:40 basis (60% to SULC and 40% to Charles Winnsboro). The Parties will collaborate to determine the allocation of net revenue for other programs launched pursuant to this Agreement.

D. Term of the Agreement

This Agreement shall be effective as of the date first set above (the “*Effective Date*”) and shall remain in force for a period of three years from the Effective Date. Either Party may terminate this Agreement (a) with immediate effect, upon written notice by the terminating Party of a material breach of the Agreement by the other Party; or (b) after the second anniversary of the Effective Date, with six months’ written notice by the terminating Party to the other Party.

III. LEGAL PROVISIONS

A. Equal Access Policy

Both Parties are committed to the policy that all persons shall have equal access to programs, facilities,

admission, and employment without regard to personal characteristics not related to ability, performance, or qualifications as determined by the Parties' policies or by state or national government authorities. Neither Party will discriminate against any person because of age, ancestry, color, disability or handicap, national origin, race, religious creed, sex, sexual orientation, or veteran status. The Parties shall abide by these principles in the administration of this Agreement, and neither Party shall impose criteria for the fulfillment of obligations pursuant to this Agreement that would violate the principles of nondiscrimination.

B. Liability

Neither of the Parties shall assume any liabilities to each other, except for liabilities arising as a result of a breach of this Agreement.

C. Commercial Property

Neither Party will use the trademarks, trade name, logos, trade dress, or other commercial property of the other Party hereto without the express written approval of the other Party.

D. Export Controls

SULC is bound by all applicable United States federal laws and regulations restricting the export of controlled materials and technology set forth in the International Traffic in Arms Regulation (ITAR), 22 CFR 120 *et seq.* and the Export Administration Act, 50 USC 2401 *et seq.* (collectively "Export Control Laws"), and will not transfer any export controlled materials or technology unless such is exempt or excluded under applicable laws as "fundamental research."

E. Confidentiality

Parties shall protect the confidentiality of student records and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

F. Integration

This Agreement represents the entire understanding between the Parties. With the exception of the MOU, no other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship. Both Parties recognize that they are permitted to amend the Agreement as long as the amendments are in writing and signed by both Parties.

G. Interpretation of Terms

All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Louisiana, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Louisiana.

H. Relationship

Although the respective Parties shall collaborate in the manner described in this Agreement, the relationship between the Parties is that of independent contractors, and nothing herein shall be construed

to create an agency relationship or any employment relationship between the Parties.

FOR CHARLES WINNSBORO CORPORATION

FOR SOUTHERN UNIVERSITY LAW
CENTER

Jude Chidi Ogene, Chief Executive Officer

John K. Pierre, Chancellor

Schedule A – Expenses

1. Digital Marketing and Enrollment Services (including VAT): \$35,000
 - a. Digital Marketing and Consulting Services - \$18,000
 - b. Enrollment Management - \$15,000
 - c. Logistics - \$2,000
2. Tech Hub in Lagos Nigeria: \$15,000
 - a. Rent infrastructure from Lagos tech hub to have electricity and Internet access - \$15,000



SOUTHERN UNIVERSITY LAW CENTER

261 A. A. LENOIR HALL

POST OFFICE BOX 9294

BATON ROUGE, LOUISIANA 70813-9294

June 25, 2021

OFFICE OF THE CHANCELLOR

(225) 771-2552

FAX (225) 771-2474

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

RE: Memorandum of Understanding between Southern University Law Center and International STEM League

Dear Dr. Belton:

The Southern University Law Center and the International STEM League, a 501 (c)(3) non-profit, charitable that provides a Mentored STEM Competition League serving students traditionally underrepresented in STEM careers, desires to work together on several collaborative opportunities. The parties' endeavor to:

- Apply for the 2021 NSF Innovative Technology Experiences for students and teachers grant;
- Train SULC eSports competitors to act as mentors to East Baton Rouge Parish School System, middle, and high school students;
- Launch the Southeastern Technology Engineering, Arts & Media, Mathematics, and Science (T.E.A.M.S.) Hub;
- Introduce an academic and competitive platform for SULC eSports programs;
- Host a fall 2022 Invitational Launch event for local middle schools, high schools, and university students,
- Host professional development training events;
- Host national training workshops to benefit other T.E.A.M.S. Hubs affiliated with HBCUs;
- Create a T.E.A.M.S. certified platform for middle schools, high schools, and universities to certify schools that incorporate STEM Academics and Entrepreneurship via eSports; and
- Any other agreed-upon projects.

I respectfully request that this proposed MOU be presented to the Southern University System Board of Supervisors for review and approval at its July 16, 2021, 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 INTERNATIONAL STEM LEAGUE

THIS AGREEMENT, entered into this _____ day of June, 2021, by and between Southern University Law Center (“SULC”) and InterNational STEM League (“iNSL” and, together with SULC, the “Parties”).

WHEREAS, SULC is a public ABA-accredited law school with the explicit mission to, *inter alia*, provide access to underrepresented students and “train a cadre of lawyers equipped with the skills necessary for the practice of law and for positions of leadership in society”;

WHEREAS, in fulfillment of its mission, SULC has launched several innovative, hybrid and online programs, and is contemplating launching additional programming.

WHEREAS, iNSL is a 501C-3 nonprofit charitable organization that provides a Mentored STEM Competition League serving students traditionally underrepresented in STEM careers.

WHEREAS, the Parties have expressed a desire to work together on several collaborative opportunities.

NOW THEREFORE, it is mutually agreed as follows:

- I. Scope of Agreement** - This Agreement shall commemorate the Parties’ intent to enter into the following types of collaboration:
 - A. iNSL shall (Short Term):
 1. Co-write the NSF Innovative Technology Experiences for Students and Teachers Grant 2021 with SULC
 2. Act as the official grant evaluation partner with SULC for the 3-year duration of the target grant, 2022-2025.
 3. Initiate communications and relationship with East Baton Rouge Parish schools to secure the system’s participation as recipient of grant services
 4. Participate in a shared google drive to host documentation, data sharing, and cooperative projects through the life cycle of the grant.
 5. Train SULC eSports competitors to act as mentors for area middle/high schools
 - B. SULC shall:
 1. Launch the Southeastern T.E.A.M.S (Technology, Engineering, Arts & Media, Mathematics, and Science) Hub from SULC
 - Introduce academic and competitive platform to SULC eSports programs.
 - Adapt iNSL’s “Qualifiers” platform (PR, Planning, Peripherals, Prototyping, Performance) to work in cooperation with SULC esports, communications, enterprise, computer science, and engineering options regarding T.E.A.M.S.
 - Host the Fall’s Invitational Launch Event for local middle school university students.
 - Host a P.D. Training for local mentors and teachers alongside the Fall

Invitational

- Host 1 or more national training workshops to benefit other iNSL T.E.A.M.S. Hub/Administrators/Coaches/Mentors affiliated with HBCUs
- 2. Partner with iNSL to develop the “iNSL T.E.A.M.S. Certified” platform for middle school, high school, and university programs to certify schools that incorporate STEM academics and entrepreneurship via eSports.

C. Any other agreed-upon projects.

- II. Period of Agreement** - This Agreement shall be effective upon the date of final execution and will remain in force for a period of three years. Either Party may terminate the Agreement by providing notice to the other Party in writing.
- III. Planning and Management of Activities** – Each distinct collaboration program or activity will be described in a separate Activity Agreement drawn up jointly and signed by authorized signatories of each Party. Such agreements will specify the names of those individuals for each Party responsible for the implementation of the program and set forth all terms and conditions associated with the activity. The Parties understand that each Activity Agreement may have different circumstances with respect to the personnel, types of activities, intellectual property, and other deliverables that either Party may be required to contribute. Therefore, SULC reserves the right to perform a separate risk assessment on the legal, tax and other liabilities that may arise under each Activity Agreement and to structure its deliverables under the Activity Agreement in a way that maximizes the cost and liability efficiencies for SULC.
- IV. Funding of Activities** – Activity Agreements should make financial costs and obligations explicit. Projects requiring funding must be approved by both Parties.
- V. Nondiscrimination** – SULC and iNSL agree that no person shall on the grounds of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran be excluded from participation under the terms of this Agreement.
- VI. Use of Name** - iNSL will not use the name or logo of SULC, nor of any member of SULC’s program staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of SULC. SULC will not use the name or logo of iNSL, or any employee of iNSL, in any publicity, advertising, or news release without the prior written approval of iNSL.
- VII. Modification** – The terms of this Agreement may be changed or modified only by written amendment signed by authorized agents of the Parties.
- VIII. Non-Binding** – Except with respect to Section VI (Use of Name) and Section IX (FCPA), this Agreement is non-binding and solely for the purpose of establishing a basis upon which SULC and iNSL will continue discussions. Either SULC or iNSL may at its sole

discretion terminate discussions for any reason by giving written notice of termination to the other. In the case of a dispute that arises relating to any aspect of cooperation under this Agreement, the parties may attempt to resolve such dispute through friendly negotiation, or either party may elect to terminate the agreement pursuant to the previous provision. Upon termination, the parties will have no further obligations hereunder.

IN WITNESS WHEREOF, SULC and iNSL have executed this Agreement as of the date first above written.

Southern University Law Center

iNSL

Chancellor John Pierre



Jeannie Ruiz

Date



Date



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

June 25, 2021

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

RE: Memorandum of Understanding between the Fulton County Solicitor's Office
and the Southern University Law Center (SULC)

Dear Dr. Belton:

The Fulton County Solicitor (Solicitor) and the Southern University Law Center (SULC) desire to enter into a Memorandum of Understanding (MOU). Under the terms of the proposed MOU, the Solicitor will provide mentorship, internship, and externship opportunities to SULC students that will afford valuable experiential learning opportunities to them.,

The Fulton County Solicitor provides services to Fulton County, Georgia, the largest county in the Atlanta Metropolitan area, and the largest county in Georgia. I hereby, ask that the proposed MOU be presented to the Southern University System Board of Supervisor for consideration and approval at its July 16, 2021 board meeting.

If you have any questions, please feel free to contact me.

Sincerely,

John K. Pierre

Chancellor and Vanue B. Lacour Endowed Law Professor

**MEMORANDUM OF UNDERSTANDING
BETWEEN SOUTHERN UNIVERSITY LAW CENTER AND
FULTON COUNTY SOLICITOR**

This Memorandum of Understanding (this "MOU") is made and entered into by and between the Fulton County Solicitor, having an address at _____, and Southern University Law Center ("SULC"), whose address is 2 Roosevelt Steptoe Drive, P.O. Box 9294, Baton Rouge, Louisiana 70813. SULC and Fulton County Solicitor may each be referred to individually as a "**Party**", or collectively, as "**Parties**" hereinafter. Each Party shall be deemed to include any of its subsidiaries, affiliates, officers, directors, employees, agents, representatives, and advisors.

WHEREAS, the Parties are interested in working together on mutually beneficial programs and projects designed to educate, engage, provide internships and otherwise empower SULC students and SULC Alumni concerning opportunities connected to the network of the Fulton County Solicitor's Office;

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 in the establishment of the Georgia Access to Practice (GAP).
2. **Contributions of SULC**
SULC will use its best efforts to:
 - Support development and marketing of the GAP program.
 - Provide guidance for the establishment of the parameters of the GAP externship program.
 - Provide each intern with a public service stipend to supplement any pay that may be received during the GAP internship program.
 - Help to develop the mentorship program with Fulton County Solicitor

- Work with Fulton County Solicitor in the identification of partnerships for housing and corporate sponsors.
- Support other projects and initiatives as mutually agreed to by the Parties

3. **Contributions of Fulton County Solicitor**

Fulton County Solicitor will use its best efforts to:

- Employ SULC students as externs and interns in the Fulton County Solicitor's Office and other offices identified by the Fulton County Solicitor. The externship program will begin during the August 2021 semester with a minimum of two students. The internship program will begin during the summer of 2022 with a minimum of 10 students.
- Develop additional partnerships for SULC to provide housing for SULC students who participate in the externship and internship programs.
- Identify additional corporate partners to help obtain funding for SULC student internships pay, travel, and housing
- Provide mentors for the SULC cohort each summer.
- Co-host networking receptions for SULC students.
- Support other projects and initiatives as mutually agreed to by the Parties.

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

5. **Other Terms**

It is mutually understood, and agreed between the Parties that:

- A. Each Party takes legal and financial responsibility for the actions of its respective employees, officers, agents, representatives and volunteers ("Representatives"). Each Party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the indemnifying Party's acts or omissions (or the acts or omissions of its Representatives) related to its participation under this MOU and each Party shall bear the proportionate cost of any damages attributable to the fault of such Party and

its Representatives. It is the intention of the Parties that, where fault is determined to have been contributory, principles of comparative fault will be applied.

- B. SULC and Fulton County Solicitor hereby agree to use their best efforts to ensure the success of this MOU. This MOU will become effective once it is approved by the Southern University System Board of Supervisors.

6. **General Provisions.**

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

G. This MOU may be signed in any number of counterparts, each of which will be deemed to be an original for all purposes and all counterparts when taken together (copies or originals of each or any in any combination) will constitute one and the same original MOU.

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

Fulton County Solicitor

Southern University Law Center

Name Date

Chancellor John K. Pierre Date

Title