

Southern University Board of Supervisors

(Following the Recruiting and Admissions Committee)

Friday, February 15, 2013

Board Room

2nd Floor, J.S. Clark Administration Building

Southern University and A & M College

Baton Rouge, Louisiana

Agenda

1. Call to Order and Invocation
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Special Recognition
6. Action Items
 - A. Minutes of the January 11, 2013 regular meeting of the Board of Supervisors
 - B. Reports and Recommendations of Standing and Special Committees
 - 1.) Academic Affairs Committee
 - 2.) Facilities and Property Committee
 - 3.) Finance and Audit Committee
 - 4.) Internal Audit Committee
 - 5.) Recruiting and Admissions Committee
 - C. Eligibility to serve of the current student member of the SU Board of Supervisors (Tolbert and Dumas)
 - D. Position Vacancy Announcement for System Vice President for Academic Affairs
 - E. EO Serve Contract (Dumas)
 - F. Resolutions
6. Informational Items
 - A. System President's Report
 - B. Chancellor Reports
7. Other Business
8. Adjournment

Southern University Board of Supervisors

9:00 a.m.

Friday, January 11, 2013

J.S. Clark Administration Building
Southern University and A & M College
Baton Rouge, Louisiana

Minutes

The meeting of the Southern University Board of Supervisors was convened by the Chairwoman, Atty. Bridget A. Dinvault. The invocation was given by Mr. Montrell McCaleb.

AGENDA ITEM 1A. SWEARING IN OF NEW AND RETURNING BOARD MEMBERS

Atty. Winston DeCuir, Jr. administered the Oath of Office to new Board Members -- Mr. Raymond M. Fondel, Jr. (Lake Charles, 3rd Congressional District); Mr. Michael A. Small (Slidell, 1st Congressional District); and Dr. Leon R. Tarver II (Baton Rouge-At large); and returning members—Atty. Antonio M. Clayton, (Port Allen, 6th Congressional District) and Rev. Joe R. Gant, Jr. (Shreveport, 4th Congressional District).

Present

Atty. Bridget A. Dinvault, Chairwoman
Rev. Joe R. Gant, Jr. Vice Chairman
Atty. Murphy F. Bell, Jr.
Mr. Calvin W. Braxton, Sr.
Atty. Tony M. Clayton
Atty. Walter C. Dumas
Mr. Raymond M. Fondel, Jr.
Mr. Marc A. Guichard
Mr. Willie E. Hendricks
Mr. Myron K. Lawson
Mr. Darren G. Mire
Mr. Mike A. Small
Mrs. Ann A. Smith
Dr. Leon R. Tarver II
Rev. Samuel C. Tolbert, Jr.

Absent

Dr. Eamon M. Kelly

University Personnel Attending

System President Ronald Mason, Jr.
Evola Bates, Chief of Staff
System Vice Presidents Kevin Appleton and Tony Moore
Chancellors Victor Ukpolo (SUNO), Freddie Pitcher (SULC), Ray Belton (SUSLA), Leodrey Williams (SUAREC), and James Llorens (SUBR)

Board Counsel

Attys. Winston DeCuir, Jr. and Tracie Woods

AGENDA ITEM 2A: ELECTION OF THE BOARD VICE CHAIRMAN

Rev. Samuel C. Tolbert nominated Rev. Joe R. Gant, Jr. for the position of Board Vice Chairman for 2013. The nomination was seconded by Mr. Darren G. Mire.

On a motion by Atty. Clayton, seconded by Mr. Braxton, the nominations for the position of Board Vice-Chairman were closed.

Motion carried unanimously.

Rev. Gant was elected Board Vice Chairman for 2013 by acclamation.

AGENDA ITEM 3: INSTALLATION OF BOARD OFFICERS FOR 2013

Atty. Winston DeCuir, Jr. administered the oath of office to the 2013 Board Officers -- Atty. Bridget A. Dinvaut, Chairwoman, and Rev. Joe R. Gant, Vice Chairman.

AGENDA ITEM 4: ADOPTION OF THE AGENDA

On motion of Rev. Gant, seconded by Atty. Bell, the agenda was adopted, as printed.

Motion carried unanimously.

The agenda was later amended as follows.

On motion of Atty. Clayton, seconded by Dr. Tarver, *Item 8B-5: Review of EOServe Contract* was deleted from the agenda.

Motion carried unanimously.

On motion of Mr. Braxton, seconded by Rev. Gant, the informational items listed below were deleted from the agenda:

- Item 8B-3: Discussion on Housing and/or Automobile allowances for SU System President and Chancellors
- Item 8B-4: SU System Internal Audit issued regarding System Employee

AGENDA ITEM 5: PUBLIC COMMENTS

Drs. Joseph Bouie and George Amedee opposed the recommended extension of the food service management agreement between SUNO and Sodexo Operations, LLC. Both stated the absence of cost effectiveness in the current contract for SUNO students as the basis for their objections.

Chancellor Ukpolo reported that the recommended contract extension between the University and Sodexo is for a six-month period, which will end on June 30, 2013.

AGENDA ITEM 6: SPECIAL RECOGNITION

The SU Board of Supervisors, Campus Chancellors and the Alumni Federation recognized the contributions of outgoing Chairman, Darren G. Mire. Mr. Mire received mementos of appreciation from Board Chairwoman Dinvaut, the Campus Chancellors and the Alumni Federation's Executive Director.

Mr. Mire expressed his gratitude for the parting gifts and for having had the opportunity to serve as Board Chair.

AGENDA ITEM 6A: CHECK PRESENTATION, SUNO

A check in the amount of \$5,000 was presented by Sodexo Operations, LLC to SUNO to be used for student scholarships.

AGENDA ITEM 7: ACTION ITEMS

A. Minutes of the regular meetings of the SU Board of Supervisors

- 1.) November 23, 2012
- 2.) December 14, 2012

On motion of Mr. Mire and seconded by Atty. Clayton,

RESOLVED by the Board of Supervisors for Southern University that the minutes of the Board meetings on November 23 and December 14, 2012 be and they are hereby approved.

Motion carried unanimously.

B. ACADEMIC AFFAIRS

- 1a.) Letter of Intent for Ph.D. in Social Work Program, SUNO

On motion of Dr. Tarver, seconded by Rev. Gant,

RESOLVED by the Board of Supervisors for Southern University, that the Letter of Intent to develop a new Ph.D. degree in Social Work Program at Southern University at New Orleans be and it is hereby approved.

Motion carried unanimously.

1b.) Bachelor's Degree in Music, SUBR

On motion of Mr. Hendricks, seconded by Dr. Tarver,

RESOLVED by the Board of Supervisors for Southern University, that the Letter of Intent to develop the B.S. Degree program in Music at Southern University – Baton Rouge be and it is hereby approved.

Chancellor Llorens reported that the new program will also prepare students to move into the music business, technology or production.

2.) Fall 2012 Tuition Discount Fee Waivers, SUBR

On motion of Rev. Gant, seconded by Mr. Mire,

RESOLVED by the Board of Supervisors for Southern University, that 2012 Fall Tuition Discounts/Fee Waivers for SUBR staff and/or their dependents be and they hereby approved.

Motion carried unanimously.

C. FINANCE AND AUDIT

1.) Sodexo Contract Extension, SUNO

On motion of Mr. Lawson, seconded by Mr. Hendricks,

RESOLVED by the Board of Supervisors for Southern University, that the Food Service Management Agreement between Southern University at New Orleans and Sodexo Operations, LLC be and it is hereby extended for an additional six-month period, commencing January 1, 2013 and continuing through June 30, 2013 be and it is hereby approved.

FURTHER RESOLVED that the amendment to the Agreement to add the following language to Section 4.5 Declining Balance Meal Plans be and it is hereby approved.

“This agreement between Sodexo and SUNO provides that SUNO grants Sodexo the exclusive right to provide SUNO with meals related to meal plans, debit card points, flex points for SUNO to resell to its students, faculty and staff at a specified rate per meal or daily rate.”

Motion carried. Rev. Tolbert voted nay.

1.) Delegation of Grant Awards, SUNO

On motion of Mr. Braxton, seconded by Atty. Clayton,

RESOLVED by the Board of Supervisors for Southern University, that the request for authorization to the SUNO Chancellor to delegate authority to accept award agreements and approve award amendments and proposals on behalf of SUNO to the Vice Chancellor for Administration be and it is hereby denied.

Motion carried. **13 yeas:** Dinvaut, Gant, Braxton, Clayton, Dumas, Gant, Guichard, Lawson, Mire, Small, Smith, Tarver, Tolbert, **2 nays:** Fondel and Hendricks; **0 abstentions**

2.) Annual Risk Assessment/ Audit Plan (July 1, 2012 – June 30, 2014) System-wide

Concerns were expressed by several Board Members relative to the late submission of this item as well as the current reporting structure of the Internal Audit function.

A motion was offered by Rev. Gant and seconded by Mr. Lawson for Board approval of the Annual Risk Assessment/Audit Plan for the period of July 1, 2012 – June 30, 2014.

The motion failed. Roll call vote: **6 yeas:** Dinvaut, Gant, Hendricks, Lawson, Smith, and Tarver; **5 nays:** Braxton, Clayton, Dumas, Fondel, Tolbert; **1 abstention:** Small; **3 out:** Bell, Guichard and Mire.

Discussion continued on the item.

A motion was offered by Mr. Braxton, seconded by Dr. Tarver for the Board’s reconsideration of the above item.

The motion carried. Roll call vote: **12 yeas:** Dinvaut, Gant, Bell, Braxton, Clayton, Guichard, Hendricks, Lawson, Mire, Small, Smith, Tarver; **3 nays:** Dumas, Fondel and Tolbert; **0 abstentions.**

On motion of Mr. Lawson, seconded by Mr. Hendricks,

RESOLVED by the Board of Supervisors for Southern University that the System-wide Annual Risk Assessment/Audit Plan for the period of July 1, 2012 – June 30, 2014 be and it is hereby approved.

Motion carried. Roll call vote: **12 yeas:** Dinvaut, Gant, Bell, Braxton, Clayton, Guichard, Hendricks, Lawson, Mire, Small, Smith, and Tarver; **3 nays:** Dumas, Fondel, and Tolbert; **0 abstentions.**

3.) BA-7#4

On motion of Mr. Lawson seconded by Mr. Mire,

RESOLVED by the Board of Supervisors for Southern University that BA-7#4 reflecting the mandated Southern University System-wide Mid-year 2012-13 Budget Reduction in the amount of \$1,310,245 be and it is hereby approved.

Motion carried unanimously.

In response from an inquiry from the Board, the Chancellors reported that the Campuses' operating budgets were developed in anticipation of the mid-year budget cut. Therefore, no severe cuts or layoffs were needed to address the reductions.

4.) System-wide Policy for Signing All Official Documents

On motion of Mrs. Smith, seconded by Atty. Clayton,

RESOLVED by the Board of Supervisors for Southern University, that the System-wide Policy for Signing All Official University Documents be and it is hereby approved.

D. Personnel

1.) Employment Contract for Head Football Coach, SUBR

RESOLVED by the Board of Supervisors for Southern University, that the employment contract between the Board of Supervisors of Southern University and Mr. Dawson Odums, as SUBR Head Football Coach, effective January 1, 2013 through December 31, 2014, at an annual salary of \$140,000 plus other emoluments specified in the contract document, be and it is hereby approved.

Motion carried unanimously.

2.) Appointment of Vice Chancellor for Finance and Administration, SUNO

On motion of Atty. Clayton, seconded by Rev. Gant,

RESOLVED by the Board of Supervisors for Southern University, that the appointment of Mr. Jullin Renthrope as Vice Chancellor for Finance and Administration at Southern University at New Orleans, effective January 2, 2013 at an annual salary of \$102,000 be and it is hereby approved.

Motion carried unanimously.

E. Resolutions

On motion of Mr. Mire, seconded by Rev. Tolbert,

RESOLVED by the Board of Supervisors for Southern University, that condolences be and they are hereby extended to the families named below.

- The Ivory Lee Toldson Family
- The Patricia Johnson Kelly Family
- The Thomas L. Watson Family.

Motion carried unanimously.

AGENDA ITEM 8: INFORMATIONAL ITEMS

The Board received the following informational reports:

- Recruitment Update, SUBR
- New Undergraduate Degree Program in Process Technology, SUSLA

Chancellor Belton reported several difficulties that SUSLA has encountered in an attempt to implement an undergraduate degree program in Process Technology. Stressing the growing need for trained workers in the Process Technology area, Board Member Clayton urged the Chancellor to explore options to ensure the University's success. Board Member Dumas suggested that SUSLA file a letter of intent with the Board of Regents to offer the Process Technology program and to attach a letter requesting the Regents to waive any policy which would prohibit the implementation of the program by SUSLA.

- Interim Financial Status, as of November 30, 2012, System-wide
- Small Disadvantaged Business Initiatives, System-wide

- Priority Projects Update, by campus
- Intramural Track & Field Projects, SUNO
- Intramural Basketball/Volleyball Court, SUNO
- System President's Report
- Campus Reports

Note: Although the EO Serve Contract item was deleted from the agenda, several Board Members questioned EO Serve's success to date in producing the deliverables in on line course instruction as delineated in the contract document.

AGENDA ITEM 9: OTHER BUSINESS

Board Members were invited to attend the SU Law Center's Hooding Ceremony at 6:00 p.m. later today for mid-year law school graduates.

Chair Dinvaut and Vice Chair Gant offered comments of appreciation and excitement at the opportunity to serve the Board in their respective capacities.

AGENDA ITEM 10: ADJOURNMENT

On motion of Mr. Mire, the meeting was adjourned.

###

SOUTHERN UNIVERSITY - BATON ROUGE, LA 70813

SUS SUBR SULAC SUAREC SUNO SUSLA

POSITION VACANCY AUTHORIZATION

REQUEST THAT THE POSITION Vice President for Academic and Student Affairs AS DESCRIBED BELOW
BE AUTHORIZED AS A VACANCY FOR System Office of Academic and Student Affairs
(Department or Unit)

- Replacement Civil Service Tenured New Position* Temporary Probationary (For Faculty this is same as tenure track) Unclassified Faculty

- Source of Funds State Grant-in-Aid System Revenue Agency Fund State

*requires the approval of System President

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 thru Human Resources).

Provides leadership for the development, interpretation and implementation of System-wide academic policy and delivery of key operational services related to the System's academic programs, academic program re-view, assessment of learning outcomes, instructional technology, student academic preparation, student-related issues, accreditation, and tenure in order to ensure the achievement of the System's mission and strategic goals.

Salary/Range: Negotiable Previous Incumbent (if replacement):

Approved Disapproved [Signature] 1.29.13 Department Head Date

Approved Disapproved Dean/Director/Supervisor of Budget Unit Date

COMPROLLER'S OFFICE ONLY Funds Available Yes No Signature Date Budget Number

HUMAN RESOURCES OFFICE ONLY Existing/Approved Position Yes No Job Code: Cal Id: Job Class: Verified By: Date:

Approved Disapproved Vice Chancellor Date

Approved Disapproved Chancellor/Vice President Date

Approved Disapproved [Signature] 1.29.13 President Date

An Equal Opportunity Employer

Vacancy Announcement System (VAS)

Position Vacancy Announcement Request

Date: January 29, 2013 Department: System Office of Academic and Student Affairs

SUS SUBR SULC SUAREC SUNO SUSLA

Application Deadline: April 15, 2013 Date position to be filled: July 1, 2013

Position Title: Vice President for Academic and Student Affairs Civil Service Pay Level: _____

Salary (annual): _____ or Salary Range: _____ to _____

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. Ronald Mason, Jr. Telephone No: (225) 771-4680

Contact Email Address: Ronald_mason@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]:

Provides leadership for the development, interpretation and implementation of System-wide academic policy and delivery of key operational services related to the System's academic programs, academic program review, assessment of learning outcomes, instructional technology, student academic preparation, student-related issues, accreditation, and tenure in order to ensure the achievement of the System's mission and strategic goals.

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

Holds an earned doctorate from an accredited four-year university. Five years of successful executive-level administration experience. Has extensive experience with the use of education technology. Has extensive experience collecting and summarizing data. Understands the process of developing marketable on-line degree programs. Excellent written and communication skills. Excellent organizational, analytical, and time management skills. Ability to develop short and long term goals. Ability to collaborate with diverse persons, agencies, and groups.

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

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

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

SOUTHERN UNIVERSITY SYSTEM
VICE PRESIDENT for ACADEMIC and STUDENT AFFAIRS

POSITION ANNOUNCEMENT

The Southern University and A&M College System, the only Historically Black College and University System in America, is seeking applications for the position of Vice President for Academic and Student Affairs. The System office and three of its five institutions are located in Baton Rouge, LA – Southern University and A&M College, Southern University Law Center and Southern University A&M Agricultural Research and Extension Center. Southern University at New Orleans is located in New Orleans, LA and Southern University at Shreveport, a two-year college, is located in Shreveport, LA.

The System is governed by a sixteen member Board of Supervisors, and is one of four systems of higher education in Louisiana coordinated by the Board of Regents.

JOB SUMMARY:

The successful candidate will provide leadership for the development, interpretation and implementation of System-wide academic policy and delivery of key operational services related to the System's academic programs, academic program review, assessment of learning outcomes, instructional technology, student academic preparation, student-related issues, accreditation, and tenure in order to ensure the achievement of the System's mission and strategic goals.

DUTIES AND RESPONSIBILITIES:

- Develops, implements, and monitors the System's Strategic Plan for Academic and Student Affairs.
- Chairs the System's Academic Council and provides advice and counsel to the campuses' Vice Chancellors for Academic Affairs on matters pertaining to the development of long-range planning related to undergraduate, graduate and professional education, academic programming, governance, instructional technology, and student activities related issues.
- Serves as the System's liaison to the Board of Regents on academic and student related matters, i.e., GRAD Act, Council of Student Body Presidents, etc.
- Facilitates and coordinates with the Vice Chancellors for Academic Affairs, the Board of Supervisors, and the Board of Regents the review and approval process for the introduction of all new undergraduate and graduate academic degree programs in addition to any modifications of existing academic degree programs.
- Reviews and advises the President on concerns of faculty and students relative to the Academic component where such concerns are common to all campuses of the System.
- Develops and/or coordinates, monitors, and evaluates System academic policies and procedures pertaining to student admission, tuition and fees, academic performance and related issues, and redress of grievances.
- Reviews and evaluates all academic degree programs annually in order to eliminate unproductive, low completer programs; and, to recognize outstanding programs that have achieved national and/or international status.
- Facilitates curriculum development and modification.

- Coordinates, monitors, and, evaluates the development and implementation of on-line degree programs System-wide.
- Reviews and advises the President on budget request and allocations for instruction and academic support.
- Monitors, reviews, and recommends tenure and promotion awards.
- Monitors all accreditation reviews.
- Serves as a resource to campuses for interpreting the Board of Supervisors and the Board of Regents' policies related to students, faculty and academic affairs.
- Maintains an understanding of current and emerging global issues in higher education.
- Serves as a member of the President's Executive team.
- Performs other duties as directed by the System's President.

EXPERIENCE, KNOWLEDGE AND SKILLS:

- Holds an earned doctorate from an accredited four-year university.
- Five years of successful executive-level administration experience.
- Has extensive experience with the use of education technology.
- Has extensive experience collecting and summarizing data.
- Understands the process of developing marketable on-line degree programs.
- Excellent written and oral communication skills.
- Excellent organizational, analytical, and time management skills.
- Ability to develop short and long term goals.
- Ability to collaborate with diverse persons, agencies, and groups.

SALARY:

Negotiable within range of other LA Systems' salaries.

To apply for this position, submit a letter of interest, a current vita, and the names and contact information, including email addresses, for five professional references to the following address:

Southern University System
Office of Human Resources
J. S. Clark Hall Annex, 1st Floor
Baton Rouge, Louisiana 70813

Documents may also be emailed to hr@subr.edu or faxed to 225-771-5522.

Persons wishing to submit nominations for the position should send an email including the nominee's name and contact information to hr@subr.edu.

Applications will be accepted thru April 5, 2013.



EDUCATION ONLINE

SERVICES CORPORATION

Master Services and Licensing
Agreement for
Southern University
and A&M College System



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**MASTER SERVICES AND LICENSE AGREEMENT BETWEEN
EDUCATION ONLINE SERVICES CORPORATION AND SOUTHERN
UNIVERSITY AND A&M COLLEGE SYSTEM**



Education Online Services Corporation ("EOServe Corp."), a Delaware Corporation with principal address at 1560 Sawgrass Corporate Parkway, 4th floor, Sunrise, FL 33323, and Southern University and A&M College System ("Southern"), a Louisiana Institution of Higher Learning, with its principal address at JS Clark Administration Building, Office of the President, 4th Floor, Baton Rouge, LA, 70813, hereby enter into this Master Services and License Agreement (the "Agreement") effective as of the date executed below (the "Effective Date").

This Agreement is a Master Services and License Agreement that addresses the business relationship between EOServe Corp. and Southern, including the services, fees and conditions set forth below. This Agreement shall incorporate by reference each and every individual Statement of Work jointly signed by the Parties, as this may occur from time to time during the Term. The exhibits to this Agreement are an indivisible part of this Agreement and are incorporated herein by reference.

WHEREAS, Education Online Services Corporation assists educational partner institutions to develop and deliver full-service online degree programs, implement recruitment and enrollment marketing plans, and support students with securing financial aid as well as retention services.

WHEREAS, Southern is an educational institution accredited by the Southern Association of Colleges and Schools ("SACS"), a regional accrediting body recognized by the U.S. Department of Education. Southern is a 501(c)(3) not-for-profit organization pursuant to the Internal Revenue Code of 1986 as amended. Southern offers undergraduate and graduate degrees through classroom instruction; and

WHEREAS, Southern University desires to offer its undergraduate and graduate degrees via distance learning, and EOServe Corp. desires to provide its expertise and resources to facilitate the offering of the Southern University degree program online (the "Program"), as more fully described below;

Accordingly, in consideration of the promises and agreements set forth herein, the Parties intending to be legally bound, hereby agree as follows:

Definitions

Academic Content. In the event EOServe Corp.'s subject matter experts and instructional designers create a particular and individual course content and/or Course Media, said course shall remain the property of EOServe Corp. In the event Southern University's subject matter experts and instructional designers create a particular and individual course content and/or Course Media, without expense to EOServe Corp., said course shall remain the property of Southern. In the event that EOServe Corp. compensates Southern University's subject matter experts and instructional designers to create a particular and individual course content and/or Course Media, said course shall remain the property of EOServe Corp.

Course Media. Media that may include, but not be limited to, Internet and computer software, video tutorials, multimedia CD-ROMs and DVDs, textbooks and audio lectures, containing educational content and instructional tools devised by EOServe Corp. instructional designers and technical staff using Academic Content presented by Southern University faculty, designed to deliver Program courses in a distance education format via the designated Learning Management System.

ERx. EOServe Corp.'s online enrollment platform utilized for the purposes of providing the enrollment and financial aid document support services on behalf of Southern University.



Initial Enrollment Date. The Initial Enrollment Date is the date on which the Program begins to enroll its first class. The Parties anticipate offering the first class in October 2011 or sooner upon the mutual agreement of the Parties.

Learning Guide. A course study guide, which presents outcomes, supports key concepts and ideas of the course, suggests learning activities, identifies instructional materials and outlines assignments.

Learning Management System (LMS). Proprietary computer source code, associated databases, integrated applications and related processes, all of which have been designed for the interactive presentation and testing of academic content in an online environment.

Pre-Developed Course Media. Media that may include, but not be limited to, Internet and computer software, video tutorials, multimedia CD-ROMs and DVDs, textbooks and audio lectures, containing educational content and instructional tools devised by EOServe Corp. instructional designers and technical staff using Pre-Developed Academic Content designed to deliver Program courses in a distance education format via the designated Learning Management System.

Statement of Work ("SOW") means the standard statement of work form that is executed by the Parties as needed, and sets forth the specific services and deliverables needed by the Educational Partner for any particular aspect of implementation of the Program(s).

Agency of Record means a party that is authorized by Southern University to coordinate various services on behalf of Southern University. Appointed by Southern University, this agency is responsible for developing and deploying services including but not limited to lead generation, third-party enrollment services, marketing and social media profiles and initiatives for the purpose of student recruitment on behalf of the contracting party.

ARTICLE I. THE PROGRAM

Section 1.1 **Program Curriculum. (Southern/EOServe Corp.)** The Program will initially consist of such online degrees as may be agreed upon by EOServe Corp. and Southern and subject to the approval of appropriate accreditation and regulatory State of Louisiana regulatory agencies as specified in the terms of the Agreement. Additional degrees may be produced for this Program. The process for deciding which additional courses and degrees will be produced is addressed in Section 4.3.

The Parties understand and agree that they shall initially develop and submit for approval an Associate Degree online program, a Bachelor's Degree online program and a Master's Degree online program. Further, the Parties understand and agree that these three (3) online degree programs shall be offered to prospective students through Southern University's existing Learning Management System ("Blackboard") or through EOServe Corp.'s Learning Management System. The Parties agree to specifically define the Learning Management System to be used for the offering of the above-referenced online degrees through mutually agreed-upon business objectives at the time of launch of the Program.

Subsequent online degree programs including but not limited to Master's Degree programs and PhD programs agreed upon by the Parties will be appended to this Agreement through the execution of appropriate addenda. The Parties understand and agree that the creation and offering of new degree programs may require Louisiana Board of Regents' approval, and/or the approval of any other State of Louisiana agency governing Southern to the extent it is a legal prerequisite.

Section 1.2 **Hours. (Southern)** The Parties understand and agree that the credit hour and grade point requirements for each online degree program will be consistent with the minimum requirements established by the appropriate accrediting agency or the Louisiana Board of Regents.



Section 1.3 **Transfer of Other Credits Hours. (Southern)** At the sole discretion of Southern University, the maximum amount of transfer credit allowed to satisfy graduation requirements is ninety-three (93) semester hours as it pertains to undergraduate degrees. A maximum of twelve (12) semester hours of courses whose age will not exceed seven years at the time of graduation may be transferred toward the master's degree. With regard to doctoral degrees, a maximum of twenty-seven (27) semester hours may be transferred, regardless of age, to meet requirements for completing a doctoral degree. A maximum of an additional six (6) semester hours of doctoral-level courses taken at a doctoral degree-granting institution may be transferred under certain conditions at the discretion of Southern University. All transfer credits must originate from another regionally, nationally and/or ACE-accredited institution.

Section 1.4 **Semesters. (Southern)** There will be six (6) semester start times per year entitled "Fall I" and "Fall II", "Spring I" and "Spring II", and "Summer I" and "Summer II." Each semester, and each course, shall be eight (8) weeks in duration. The Parties agree that semester start times per year may be increased to eight (8) semester start times per year at the sole discretion of Southern University.

Section 1.5 **Changes in Program. (Southern)** Southern University may remove courses from the Program and make other academic changes in the Program set forth in this Article I of the Agreement, as Southern University deems academically necessary.

ARTICLE II.

FACULTY AND ADJUNCT FACULTY PROVISIONS

All faculty involved in the Program shall be evaluated and supervised by Southern University in the same manner as faculty in other Southern University degree programs. All faculty and/or adjunct faculty shall be deemed to be Southern University faculty, and shall be paid by Southern University.

Section 2.1 **Presenting Faculty. (Southern)** Presenting Faculty are content specialists who, using Academic Content, develop and present the course material in multimedia formats to create the Course Media. These faculty shall be assessed and approved in advance by Southern University, upon consultation with EOServe Corp., whose input shall be strictly limited to evaluating the Presenting Faculty's presentation skills in the context of online delivery, and shall not extend to the Presenting Faculty's academic qualifications or the subject matter of the lectures. Southern University retains the sole right to hire and dismiss such faculty.

Section 2.2 **Evaluating Faculty. (Southern)** Evaluating Faculty shall be the faculty of record for students taking courses for credit, shall be assigned specific students for a course and may communicate with such students through voicemail, message boards, chat rooms, and e-mail. These faculty members, appointed and assessed by Southern University, shall guide students toward completion of course requirements, evaluate student work and award grades for coursework according to Southern University guidelines and standards. Students in the Program will be assigned one (1) evaluating faculty member for each course in which they are enrolled, and there will be a maximum of thirty-five (35) students assigned to an evaluating faculty member for each course. Evaluating Faculty shall be assessed and approved in advance by Southern University.

Section 2.3 **Advising Faculty. (Southern)** The Advising Faculty to the Program shall be selected for their disciplinary expertise to complement the Program. They shall be responsible for (1) the regular assessment of the program; (2) the supervision of Evaluating Faculty and staff; (3) advising within specific disciplines of the Program; (4) communication with students as required by student demand, and (5) other pertinent issues as may be appropriate to maintaining the academic quality of the Program or as assigned by the Faculty Chair of the Program. Advising Faculty members shall be appointed, assessed and approved in advance by Southern University.



Section 2.4 **Selection Criteria. (Southern/EOServe Corp.)** All faculty shall (1) hold credentials that meet SACS criteria for teaching in their discipline or field at the appropriate level and, at a minimum, a master's degree from an institution that was, at the time the degree was awarded, an institution accredited by a regional accrediting association or another accrediting association acceptable to Southern University, and with acceptable academic credentials in a relevant field; (2) show relevant experience that combines theory and practice; (3) show awareness of and respect for adult learning theory and practice; and (4) complete the online faculty training and orientation developed by EOServe Corp. and customized by Southern University. Exceptions to these credentials may be made only by the Dean of the appropriate college at Southern University (or his or her formal representative, with the approval of the University's Chief Academic Officer).

ARTICLE III.
ADMINISTRATIVE RESPONSIBILITIES

Section 3.1 **Administrative Responsibilities. (Southern/EOServe Corp.)** Southern University and EOServe Corp. shall be responsible for the success and quality of the Program. Specific functions shall be the primary responsibility of one or all as set forth below. Southern University's responsibilities are indicated by the notation "Southern"; Education Online Services Corporation's responsibilities are indicated by the notation "EOServe Corp."; and joint responsibilities are indicated by multiple notations.

Section 3.2 **Program Development Resources; Management. (Southern/EOServe Corp.)** Upon the execution of the Agreement, Southern University and EOServe Corp. shall conduct a comprehensive launch meeting at Southern University at which the Parties will develop joint expectations and map the Program development process, including expectations for subsequent meetings and key milestones. Southern University and EOServe Corp. shall each appoint a Senior Project Manager within their respective organizations to serve as the primary point of contact during the development of the Program through its launch.

Each of the Parties agrees to allocate sufficient resources and staff to ensure successful development and timely launch of the Program, including any subsequent additions to the Program. EOServe Corp. shall consult with Southern University as necessary on the allocation or addition of Southern University resources and the procedures required to launch and maintain an online program. Southern University participating staff shall include (but not be limited to) representatives from the academic, administrative, financial and technology departments, as required based on the programs offered. EOServe Corp. participating staff shall include representatives from the course development, brand management, enrollment management, financial services and technology services departments, as required based on the programs offered. EOServe Corp. participating staff shall include a senior representative who shall assist with facilitating the relationship among the Parties and representing the Program to constituencies within Southern University. Following launch, each party will continue to make these resources available to the Program on an ongoing basis during the Term to ensure the success of the Program. Specifically, each party shall provide one (1) or more dedicated Senior Program Directors to manage the Program, and adequate staff to maintain communications and handle administrative and student issues as they arise.

Section 3.3 **Course Media Design and Production. (Southern/EOServe Corp.)** Each course shall have a curriculum development team made up of Southern University Presenting Faculty and EOServe Corp. instructional design personnel. The development team shall be responsible for adapting Southern University Academic Content to appropriate distance learning methodologies and formats in order to develop the Course Media. Southern University Presenting Faculty shall be responsible for delivering the lectures, while the production of the Course Media shall be the responsibility of EOServe Corp. instructional designers and technology staff, with the guidance and approval of Southern University. To the extent the location of the development of Course Media is outside the Baton Rouge campus and requires travel or other similar expenses for Presenting Faculty, EOServe Corp. shall be responsible for such expenses.



Course Media for each course shall fulfill all Southern University curriculum requirements. Course Media design regularly involves (1) establishment of the rationale for the course, including the overall educational goals; (2) identification of intended learning outcomes; (3) ideas and skills to be learned in the course; (4) and an instructional plan for each learning segment. Southern University faculty and staff will work closely with EOServe Corp. staff to assist EOServe Corp. in designing Course Media to meet the outcomes of the Program. In order to accomplish this goal, Southern University and EOServe Corp. shall work together to (a) adapt the course requirements and content into Course Media formats that satisfy Southern University degree requirements and (b) design specific format and course components.

Course Media shall include a syllabus that contains the course objectives, module outcomes, reading assignments, self-directed homework assignments and all associated textual materials and assignments including the Learning Guide. In addition, Course Media shall include assessment materials such as writing assignments and/or a bank of test questions for administering randomized multiple-choice quizzes and tests.

Section 3.4 Delivery Technology. (EOServe Corp.) EOServe Corp. shall be solely responsible for designing, building, contracting for, hosting, maintaining and managing all required computer code, databases, hardware, software, networks and other functionality necessary to deliver the online Program, including marketing, application, retention, course delivery, electronic communications and testing. This shall specifically include adapting or configuring Program-specific versions of EOServe Corp.'s LMS, online application system, customer resource management system and online order entry system. EOServe Corp. shall be responsible for acquiring an appropriate domain name(s) and thereafter hosting the DNS and code comprising the Program website(s) and the dedicated LMS along with all Course Media on EOServe Corp.'s servers. The Parties agree to work together to develop necessary integrations with Southern University systems and EOServe Corp. systems to ensure efficient Program operations.

Section 3.5 Development of Learning Guide. (Southern/EOServe Corp.) In addition to the Course Media produced by EOServe Corp., students will be provided a Learning Guide for each course. Learning Guides will be developed by Southern University Presenting Faculty and EOServe Corp. instructional designers, editors and staff. These Guides shall be formatted and published by EOServe Corp., and provided in accordance with Section 3.12.

Section 3.6 Marketing and Advertising. (Southern/EOServe Corp.)

(a). Southern University will incorporate the Program as appropriate into its marketing and sales literature, and the Program courses will be promoted along with Southern University's other course offerings. Southern University shall assign a dedicated resource who shall provide a marketing point of contact for EOServe Corp. with the university, specifically with regard to making all necessary marketing material approvals and providing creative elements to EOServe Corp. Southern University agrees to communicate with staff, students and Alumni to officially announce the Program prior to its offering. Southern University will also coordinate with EOServe Corp. on the issuing of appropriate press releases announcing the launch of the Program and thereafter reporting significant events. Southern University agrees to cooperate with and provide the necessary documentation to EOServe Corp. in order for EOServe Corp. to establish a local U.S. Mail permit in Broward County, Florida, on behalf of Southern University for purposes of distributing materials for the Program. Southern University agrees to cooperate with EOServe Corp. to fulfill all requisite "physical presence" requirements of the State of Florida necessary for the deployment of online services on behalf of the Program. Any costs associated with the establishment of a physical presence in the State of Florida shall be borne by EOServe Corp.

(b). EOServe Corp. shall be solely responsible for marketing and advertising the Program to prospective and enrolled students in a lawful and commercially reasonable manner for success of the Program which may include, but is not limited to, market research and choice of format; developing (see below) and distributing all manner of unique advertising materials including brochures, product catalogues, web creative, use of the Program website, trade show displays, informational letters and



PDFs; distributing sample copies of the Course Media to appropriate parties; telephone campaigns including unique sales scripts; direct mailing campaigns; TV, radio and all manner of Internet advertising; use of outside marketing representatives; and by such other means that EOServe Corp. deems suitable pursuant to Federal Higher Education legislation regarding marketing and in conformity with all regional accrediting agency standards. Southern University agrees that EOServe Corp. shall have the right to market and advertise Southern University programs together with other university programs, and therefore Southern University understands and agrees that Program students will be provided with information on other EOServe Corp. offerings.

(c). EOServe Corp. shall be solely responsible for designing and producing the marketing materials. Southern University will provide EOServe Corp. a limited and non-exclusive right to use, and general guidelines governing the use of, its trademarks including name, logo, shield or seal, as the case may be, to be used in the marketing and advertising for the Program. EOServe Corp. agrees to adhere to all such guidelines. Southern University shall in addition make available, or allow EOServe Corp. to use, Southern University images, text including descriptions of the school and its programs, and other existing marketing creative or materials, as necessary, to assist EOServe Corp. in fulfilling its obligations herein. Southern University must review and have the right to approve in advance, prior to their publishing, initial promotional, marketing or other materials, including the Program website and adjunct creative pieces, which make reference to the Program or Southern University. Southern University shall approve the textual content and use of any Southern University intellectual property, and may reject those materials which Southern University finds objectionable and harmful to its reputation and status. Southern University shall not unreasonably withhold or delay its approval thereof. Southern University shall review requested materials within ten (10) days of delivery by EOServe Corp.; if EOServe Corp. does not receive feedback on materials presented for review within ten (10) days, EOServe Corp. shall proceed with its marketing efforts involving said materials. Thereafter, during the Term, EOServe Corp. shall be permitted, without further approval from Southern University, to use the materials to promote the Program, and to create derivative marketing materials, including making non-material textual content changes to the approved materials, and to vary the format and presentation of the materials, to accommodate different marketing and advertising protocols and formats.

(d). Southern University agrees to engage EOServe Corp. as its Agency of Record to perform educational marketing services herein described as follows: The management of relationships with online media vendors, affiliates, publishers and other marketing activities, and platforms necessary for educational lead management and generation, provide optimization of marketing packages, tracking and monitoring strategies, data quality management processes, web application development and graphic design to include creatives, splash pages, websites and multimedia production and post-production (Web-commercials, TV, Radio commercials), as well as develop overall online brand strategies for the Southern University online degrees and program(s).

This paragraph 3.6 (d) of the Agreement applies solely to online education program marketing and does not intend in any way to impair, supersede or abrogate any existing marketing or promotional agreements, including the renewal or rebid thereof, that Southern may presently hold as it pertains to athletics, general non-online marketing and/or recruitment of on-campus students.

EOServe Corp. is hereby authorized to purchase media and outside services on Southern University's behalf as Southern University's Agent. EOServe Corp. shall devote its best efforts to further Southern University's interests and endeavor to make their communications successful. EOServe Corp. shall supervise all advertising, media, marketing, graphic design, packaging, collateral and promotional material and any other marketing services needed in all formats for appearance, accuracy, timeliness, position, size, mechanical reproduction and consistency with proper representation of Southern University's brand and educational offerings. EOServe Corp. shall credit and pay all bills incurred on behalf of Southern University's account, and shall make no commitments or disbursements or incur obligations for Southern University's account without authorization or approval from Southern University.



Southern University agrees to allow EOServe Corp. to create and host on its proprietary servers the following: (i) informational sites that utilize the Southern University brand and (ii) informational micro-sites that utilize the sub-domain(s) within the root Southern.edu domain of Southern University for the purpose of creating and deploying online marketing platforms to market the Southern University online degrees and programs as per the terms of the Agreement between the Parties. One such sub-domain, but not limited to, will be named: (www.requestinformation@Southern.edu). All such materials and work product created must be approved in writing by Southern University prior to deployment by EOServe Corp.

Section 3.7 Procedures Manual. (Southern/EOServe Corp.) EOServe Corp. and Southern University shall work together prior to the launch of the Program to draft a document that contains all relevant Southern University policies and procedures for the Program, and establishes operating guidelines for the services EOServe Corp. will be providing (the "Procedures Manual"). EOServe Corp. shall provide a standard template which shall be modified as required by Southern University. The Procedures manual will serve as the training and operational guide for EOServe Corp. staff who are providing services on behalf of Southern University. Concurrently, EOServe Corp. shall provide Southern University with a document that contains all EOServe Corp. policies and procedures for the Program, and establishes operating guidelines for the services EOServe Corp. will be providing to Southern University.

Section 3.8 Communication with Prospective Students. (EOServe Corp.) EOServe Corp. shall be responsible for responding to all indications of interest from prospective students who are responsive to Program marketing and advertising. EOServe Corp. shall customize and employ its proprietary instant response technology and its customer relationship management (CRM) software, so that it shall be responsive in a timely manner. EOServe Corp. shall dedicate program representatives to the Program, who shall be specially trained and managed to represent Southern University. The role of EOServe Corp.'s program representatives shall be to provide further information about Southern University and the program of interest, the process of application and the availability of student aid, and the requirements of attending an online program, all in accordance with the policies and procedures as defined in the Procedures Manual. EOServe Corp. program representatives shall also verify that prospective students possess the objective criteria as established by Southern University to participate in the Program, and inform those who do not meet those criteria of the same. Prospective students who meet all objective criteria and who express an interest in the Program will be directed to complete an application.

In the event that a prospective student lives within driving distance of the campus that offers a program that the Parties are not currently offering, online EOServe Corp. will refer that student to the SU campus admissions office.

Section 3.8a. State Authorization Requirements. (Southern/EOServe Corp.) EOServe Corp. recognizes that Southern University must make a good faith effort to apply for approval of Program offerings, and document its efforts in such states as may require approval for the recruitment of prospective online students within the particular state. EOServe Corp. commits to assisting Southern in the application of requisite approvals by the Louisiana Board of Regents or any other state agency that may be required to approve online program recruitment.

Section 3.9 Southern University Admissions. (Southern/EOServe Corp.) EOServe Corp. shall be responsible for obtaining application information and documentation from new prospective students, utilizing a Southern University-customized interface in EOServe Corp.'s proprietary online application system. The online application shall be configured in accordance with all Southern University application requirements. EOServe Corp. will make all application information available upon completion to Southern University through a secure web-based interface; EOServe Corp.'s system shall be interfaced with Southern University's student information system in a manner that is reasonably acceptable to Southern University, and the Parties will share in the cost of integration. Southern University shall evaluate completed applications within five (5) business days. EOServe Corp.



shall also collect application fees and remit them to Southern University as part of the reconciliation, pursuant to Article V.

Southern University shall have the sole responsibility for, and full and complete control regarding, the selection of students who are eligible, after completion of the required application process, for admission to the Program. Individuals who desire to enroll in the Program shall comply with all application and admissions procedures of Southern University. Southern University shall notify EOServe Corp. electronically of students who are eligible for admission to the Program. Southern University reserves the right to deny admission to or continued enrollment in the Program to any applicant who, in Southern University's sole determination, does not conform with Southern University general admissions requirements or otherwise violates Southern University policies. All students admitted to this Program shall comply with all policies, procedures, rules and regulations of Southern University.

In the case of an applicant who has submitted the application, the application fee and all other required application components, said applicant will be subject to Southern University's provisional admissions policy as follows: Students who meet the ACT/SAT and the high school GPA requirements but have up to two deficiencies in the core curriculum may be admitted provisionally and may be fully admitted depending on the requirements being met once the official high school transcript has been received. Financial aid will not be available to students who are in this category.

Section 3.10 Enrollment Coordination. (EOServe Corp.) Prospective students who elect to submit an application will be assigned a dedicated EOServe Corp. Enrollment Coordinator who will be available to answer questions about the application and enrollment process and assist in the collection of necessary documentation, all in accordance with the Procedures Manual. EOServe Corp.'s Enrollment Coordinators shall regularly communicate each semester with Southern University's Registrar, Office of Financial Aid and other offices as necessary to ensure the orderly and timely processing of applications and student registration, and the resolution of any issues.

Section 3.10a. Determination of Number of Enrollments. (Southern) Southern University in its sole discretion shall determine the number of academic calendar year enrollments that EOServe Corp. shall facilitate and support on behalf of Southern University as part and parcel of the bundled services offered by EOServe Corp. to Southern University which include advertising and marketing of the Program, the implementation of recruitment and enrollment marketing plans, the support of students with the completion of financial aid documents, as well as retention services, tutoring and graduation coaching.

Section 3.11 Course Registration and Retention. (Southern/EOServe Corp.) Each semester, EOServe Corp. shall be responsible for communicating with new and previously admitted students in order to ensure students are registering for the appropriate classes and have the necessary information for the coming semester. The Parties will agree as part of the Program launch on the methodology students and the Parties will employ to allow students to timely and efficiently register for classes. EOServe Corp. acknowledges that registration materials may be education records as such term is defined in Section 3.17 of this Agreement, and that the requirements of the Family Educational Rights and Privacy Act ("FERPA") attach to EOServe Corp.'s custodianship and utilization of such education records. The role of EOServe Corp. representatives in this process is to assist students in understanding and completing the administrative process of signing up for courses, ordering books and securing method of payment, and does not include admitting students into the program or academic advisement. All students will have access to their degree plans via the Southern University online student access portal. Each semester, EOServe Corp. and Southern University shall establish enrollment goals for each course and program in the Program, based on EOServe Corp.'s evaluation of market demand, Southern University's capacity and an evaluation of existing enrollment and student progression. EOServe Corp. shall provide Southern University with an estimated enrollment forecast eight (8) weeks prior to each semester start and updates throughout the semester. Course registration shall take place no later than seven (7) business days prior to start of each new semester. Once a new student has been admitted by Southern University and registered for his or her first class, EOServe Corp. shall assign each student a dedicated retention staff member, who shall have the responsibility of contacting and messaging that student for the purposes of retention in the Program, including providing information and assistance as



necessary, through the completion of the student's degree requirements and graduation. EOServe Corp. staff shall also be responsible for communicating with students as part of the withdrawal process.

Section 3.12 **Academic Fees. (Southern/EOServe Corp.)** Southern University, with the recommendation of EOServe Corp., shall determine the tuition rates and other academic fees for the courses. Tuition rates and other academic fees will be subject to annual review by Southern University, with the recommendation of EOServe Corp. Initial tuition rates are established in Section 5.1. Southern University currently charges the following academic fees for degree-seeking students:

_____ fee, a course fee and a _____ fee. These fees shall be set, and revisions made, in accordance with annual university policy. Other academic fees may be applicable if students wish additional services such as rush transcripts. The Parties understand and agree that tuition and fees are governed by Southern University's policies and State of Louisiana statutes and any and all fees charged to students must be in compliance with both.

Section 3.13 **Financial Aid. (Southern)** Degree-seeking students who are eligible for participation in Federal Title IV financial aid programs shall have access to such programs on the same basis, and subject to the same criteria, as students enrolled in other programs at Southern University. Southern University's financial aid department will take all reasonable steps necessary to timely and efficiently provide Program students with access to the Federal Title IV financial aid programs which it administers.

The role of EOServe Corp. representatives with regard to financial aid shall be limited to explaining to students the availability of financial aid, the process of applying for financial aid and the location of relevant forms and documents. EOServe Corp. shall direct students to the appropriate Southern University office for further assistance. The Parties agree that Southern University is exclusively responsible for packaging, awarding, receiving and disbursing student financial aid and that neither EOServe Corp. nor any EOServe Corp. staff shall have any role in such processes other than the informational activities described above. The specific procedures to be followed by EOServe Corp. as it pertains to the aforementioned shall be fully defined in Exhibit 5 of this Agreement.

In order to facilitate the role of EOServe Corp. representatives with regard to the provision of financial aid support services, Southern University agrees to provide EOServe Corp. with view access level II (third-party servicer access) to the COD and NSDLS platform for the sole purpose referenced herein.

Section 3.14 **Course Roster. (Southern/EOServe Corp.)** Each course roster will be established two (2) business days before the start of each semester, in order to allow for withdrawals. EOServe Corp. shall receive from Southern University's system, not later than seven (7) days after the end of the first course week of each course, a current roster listing students enrolled in the course for credit as of the end of the first course week of such course, and reconcile this with its internal records. Thereafter, throughout the academic period, EOServe Corp. shall update the roster with the students who registered for, but subsequently dropped, the course and the date the course was dropped by the student. A student shall be deemed enrolled in a course if listed as an enrolled student in Southern University's system. Student withdrawal from any and all courses must be done in compliance with Southern University policy.

Section 3.15 **Billing and Collection; Withdrawal. (Southern)** Southern University shall set up appropriate merchant bank accounts for the collection of non-tuition fees. EOServe Corp. shall not be entitled to any revenue as it pertains to non-tuition fees. Southern shall be responsible for billing and collecting all non-financial aid tuition and other charges and fees relating to the Program, including, but not limited to, application and graduation fees. Students shall be required to make payments in cash or cash equivalents, such as credit cards. Refunds shall be allowed for withdrawals through Week 2 of the semester according to the following schedule. Subsequent to Week 2, there shall be no refunds upon withdrawal. Disposition of appeals for refund exceptions shall be determined by Southern University and EOServe Corp.

- Week 1 100% Refund
- Week 2 75% Refund



Pursuant to the provisions of this Section 3.15, Southern University shall confirm in writing to EOServe Corp. that said provisions are consistent and correspond to Southern University's current Tuition Refund Policies. Further, Southern University agrees to promptly notify EOServe Corp. in writing of any changes to Southern University's Tuition Refund Policies in order to allow the provisions of this Section 3.15 to remain consistent with Southern University Tuition Refund Policies.

Section 3.16 Instructional Materials and Access Fees; Distribution. (EOServe Corp.) EOServe Corp. shall establish the pricing for, and arrange for the availability of, all instructional materials, texts, software and access to technology. EOServe Corp. shall mail all course materials to students who enroll timely no later than three (3) days prior to the start of their course.

Section 3.17 Assignment of Evaluating Faculty and Advising Faculty; Notification. (Southern/EOServe Corp.) Southern University shall assign, contract with and pay Evaluating Faculty and Advising Faculty. Southern University shall work with EOServe Corp. to ensure that appropriate faculty information is included in materials sent to students for each course. No later than seven (7) days prior to start of the course, Southern University will provide EOServe Corp. with a list of the names of Evaluating Faculty, including their individual telephone, physical address and e-mail address information. EOServe Corp. shall be responsible for the cost of providing selected teaching faculty with a complimentary set of course materials including textbooks. Southern University shall be responsible for the cost of providing non-teaching faculty with the required faculty texts for each course. In the event Southern University's faculty members who are not teaching courses decide they wish to create course content and complete the instructional design of the courses, EOServe Corp. will compensate each particular Southern faculty member acting in such capacity with a course development fee ranging from \$1500 (fifteen hundred dollars) to \$7500 (seventy-five hundred dollars) per course depending on the type of course.

In the event the faculty is teaching the course and developing the course, then the faculty will be paid for the course they teach by terms. Rates will vary depending on each faculty member's credentials. The average rate is approximately \$2500 (twenty-five hundred dollars) per eight- (8) week Term.

Section 3.18 Academic Advisors. (Southern) Southern University Academic Advisors will assist the Program Director and Graduate Dean with the assessment of prospective students and with collection and review of all applications, transcripts and other credentials related to making admission decisions and course placement, as well as the development of a unique Southern University degree plan for each student. Each student admitted to the Program will work with an Academic Advisor and be the recipient of the Southern University advising services afforded all Southern University students, including continued individual student advising related to discipline area concerns and satisfactory progress within the Program.

Section 3.19 Staffing and Response Times. (Southern) Southern University shall provide a minimum of one (1) Academic Advisor, whose time is devoted exclusively to the Program, for (approximately) every three hundred (300) students enrolled in the Program. The Parties by mutual agreement may revise the ratio of Academic Advisors to students if, during the Term or extension Terms, it becomes apparent that more Academic Advisors are necessary to provide excellent service to students and prospective students. Southern University shall also provide adequate numbers of personnel at all other positions (e.g., financial aid, faculty) dedicated to the Program in order to provide timely responses to all student questions and requests for information. Responses shall be delivered via telephone, fax, e-mail or live chat. The Parties will create a standard operating procedure to address this function, recognizing the relevance of the Center for Teaching and Learning Excellence "CTLE" to this function.

The Parties recognize that enrollment activities and active classes will run through the traditional academic calendar's Christmas Break. Both Parties will maintain active staff and faculty during the Christmas Break in order to provide the services outlined in this Article III.



Section 3.20 **Grade Processing and Records. (Southern)** Southern University shall maintain an academic record for each student who has enrolled in a course for credit and shall record grades and credits received by such students, all in accordance with Southern University customary student record procedures. Southern University shall post an official grade report for each student who has completed a course for credit on the Southern University web-for-student interface, no later than two (2) weeks after the end of each academic period. Southern University will charge students its standard fee for paper transcripts. Southern University shall also provide appropriate access to student data to corporate tuition assistance providers who possess written authorization from their employee-students.

Section 3.21 **Records and Confidentiality. (EOServe Corp.)** EOServe Corp. shall have access only to such computer networks and file information of Southern University which are related to Program students and necessary for the performance of any services under this Agreement. The Parties shall work together prior to the launch of the Program to create a mutually agreeable, reasonable and efficient process by which to share such necessary information. EOServe Corp. shall maintain with the strictest confidentiality any and all information regarding students and employees of Southern University. EOServe Corp. shall not disclose to any third party any portion of confidential information about any student or employee of the University. EOServe Corp. shall comply with all applicable laws, regulations, rules, ordinances and codes promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body, including without limitation FERPA, and other laws and rules governing student and personnel privacy and confidentiality. Student education records within the control of EOServe Corp. shall be maintained in accordance with FERPA, and any records or student information obtained by EOServe Corp. from Southern University shall be subject to disposition or destruction in accordance with instructions from Southern University. Notwithstanding the foregoing, EOServe Corp. shall be permitted to use contact information obtained from prospective students by EOServe Corp. to solicit prospective students or registered students for other educational programs, including non-Southern University programs, unless the prospective student or student notifies EOServe Corp. that he or she does not wish to be contacted. In no event shall EOServe Corp. share such student contact information with third parties, through sale or otherwise. All EOServe Corp. communications with prospective students and students shall be pursuant to a clearly published privacy policy, which shall comply with all applicable laws.

Section 3.22 **Program Completion and Graduation. (Southern)** Southern University shall design the Program so that it is possible for a student to fulfill all the degree requirements described in the Southern University Degree Plan, provided the student satisfies all requirements for graduation according to the requirements of Southern University. The Application for Graduation form and graduation fee must be submitted to Southern University before eligibility for graduation will be evaluated.

Section 3.23 **Financial Auditing. (Southern/EOServe Corp.)** During the term of this Agreement and for one (1) year after termination or expiration of this Agreement, any party shall have the right to have a mutually agreeable, reputable third-party auditing firm inspect and audit the records of another other party relating specifically and only to the Program, at the inspecting party's expense, once a year, upon reasonable notice and during normal business hours, in order to verify the financial statements delivered pursuant to this section. The Parties understand and agree that EOServe Corp. will be subject to the jurisdiction of the State of Louisiana legislative auditor who shall be entitled to audit all documents pertaining to the transactions under this Agreement.

Section 3.24 **Executive Meetings; Dispute Resolution. (Southern/EOServe Corp.)** During the Term, the Parties agree that Southern University and EOServe Corp.'s senior executives shall meet in person upon the reasonable request of the other to review operations and address concerns, issues and new business, in any event no less than once per year and more often as required. In the event of a material dispute, or in the event that one party has given notice of a material breach pursuant to Article VI, the Parties agree that an Emergency Executive Meeting shall be held within ten (10) business days of receipt by one party of the other's written notice. Neither party may bring any legal action prior to the later of the conclusion of an Emergency Executive meeting or thirty (30) days from receipt of the other's written notice.



Section 3.25 **One-Year Program Evaluation Period. (Southern/EOServe Corp.)** Upon the mutual agreement of the Parties as it pertains to the selection and launch of initial online degree programs to be offered by Southern University, the Parties agree to offer the initial online degree programs without further changes for a period of one (1) year. Upon the conclusion of the first year, the initial online degree programs shall be mutually reviewed for possible revisions and curricular adjustment. It is the goal of the Parties to allow sufficient time for observation, assessment and evaluation of the effectiveness and efficiency of the initial online degree programs in order to improve their continued delivery.

ARTICLE IV. RIGHTS AND RESPONSIBILITIES

Section 4.1 **Ownership of Rights.** The copyrights and the intellectual property rights and interests in all of the Course Media provided by Southern University shall be owned by Southern University. Southern University shall retain sole rights to all Academic Content it contributes to the development of the Course Media. EOServe Corp. shall at all times retain sole ownership and rights to its recruitment and advertising websites and marketing technologies, including all rights, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in providing the recruitment and advertising, websites and marketing technologies which are based on trade secrets or proprietary information of EOServe Corp., or are otherwise owned or licensed by EOServe Corp. EOServe Corp. shall be deemed the sole author and owner of all computer code, including CGI, ASP, .NET or HTML, databases, graphics and data, and their attendant intellectual property rights, that are created or acquired by EOServe Corp. and incorporated into the recruitment and advertising websites or marketing technologies, or incorporated into any work embodying or derived from any portion of the LMS, websites or marketing technologies. Southern University shall be deemed the sole author and owner of any marks, graphics or data provided by Southern University and incorporated into the Program website or marketing materials as well as Southern University course content developed and deployed by Southern University.

Section 4.2 **Exclusivity.** During the term of this Agreement, including renewals, Southern University agrees to work exclusively with EOServe Corp. in regard to developing, marketing and delivering the Program, including comparable graduate degrees, certificates and the individual courses offered. Southern University may offer independently the same classes and degrees included in the Program via classroom attendance at one or more of its campuses or external facilities.

Southern University, during the term of this Agreement, will not by itself, or in cooperation with any entity other than EOServe Corp., deliver (or provide consulting services to develop the capacity to deliver) a distance learning program that would compete with the Program, including specifically an Internet version.

Section 4.3 **Additional Programs.** During the Term of this Agreement, the Parties may upon mutual agreement develop and offer additional courses and degrees to be incorporated into this Agreement. Any additional courses and degrees shall be added via written addendum, and offered pursuant to the terms and conditions of this Agreement, including the then-current distribution percentage.

Section 4.4 **Tuition-Free Enrollments.** EOServe Corp. and Southern University shall each be allowed to enroll their employees, as well as employee spouses and dependents, in the Program, and tuition shall be charged pursuant to the Parties' respective personnel policies. These enrollments shall be subject to availability as determined by the Parties. All instructional materials, textbooks, software and technology access fees shall be charged at the then existing rates by EOServe Corp. and provided by EOServe Corp.



ARTICLE V. FINANCIAL TERMS

Section 5.1 **Tuition.** At the inauguration of the Program, tuition for the degree program shall be four hundred dollars (\$400.00) per credit hour. EOServe Corp. shall make periodic (at least annually) recommendations concerning market pricing and recommended adjustments to tuition, and/or Southern University may advise EOServe Corp. of intended tuition adjustments, all of which shall be subject to Southern University's approval. The Parties also agree that EOServe Corp. may offer up to a ten percent (10%) discount to Corporate Customers at EOServe Corp.'s discretion; greater discounts may be offered upon mutual consent of EOServe Corp. and Southern University.

Section 5.2 **Gross Revenue Definition.** For purposes of this Agreement, "Gross Revenue" means tuition revenue determined by multiplying the then-current credit hour tuition rate charged, net of discounts, times the number of registered credit hours less any withdrawals, returns, refunds, bad debt expenses, credit card expenses, state and federal licensing fees and costs, postage and shipping expenses, bank account charges and sales taxes if and where assessed by law for the academic period, plus any interest earned in any related bank account. All revenue defined as unearned by Generally Accepted Accounting Principles (GAAP) (for example, pursuant to the pre-payment of tuition), shall only be distributed to the Parties when considered earned by GAAP based on the Course Registrations pursuant to Article III.

Section 5.3 **Financial Arrangements.**

(a). EOServe Corp. shall pre-pay to Southern University a pre-payment of fifty thousand dollars (\$50,000) as a good faith advance on Program revenue distributions and to cover any costs incident to the creation and initial administration of the Program. In the event additional, non-projected costs incident to the creation and initial administration of the Program occur, EOServe Corp. will provide additional pre-payment funds as mutually agreed upon by the Parties. EOServe Corp. shall make the pre-payment to Southern University when the Parties jointly agree to begin active development of the Program courses. Southern University's repayment of these pre-paid fees to EOServe Corp. shall commence following the cumulative distribution of one hundred thousand dollars (\$100,000) to Southern University in Program revenues, at which time EOServe Corp. shall begin to deduct six (6) equal amounts from subsequent gross revenue distributions to Southern University for each of the six (6) subsequent semesters, the total deducted to equal the amount pre-paid pursuant to this term, without interest. The Parties agree to adjust the repayment schedule accordingly if there are insufficient revenues to support the repayment schedule. In the event the Program does not provide sufficient revenues prior to Termination (for any reason other than material breach by Southern University) to support any or all of the repayment defined above, EOServe Corp. agrees that any repayment obligation outstanding at the time of Termination shall be forgiven.

(b). Student application and graduation fees shall be paid in their entirety to Southern University. Other Academic Fees as noted in Article III above shall also be paid in their entirety to Southern University if the additional fee services are paid by the students.

(c). The non-academic fees noted in Article III collected for instructional materials, textbooks, software and technology access as solely determined by Southern University shall be paid in their entirety to Southern University. This shall include all delivery costs. EOServe Corp. shall not receive any distribution from these fees, nor acquire any costs or expenses as a result of non-academic fees collected by Southern University and paid to Southern University by students enrolled in the Program.

(d). If an enrolled Program student subsequently enrolls in a Southern University traditional classroom-based course, Southern University and EOServe Corp. shall share the revenue derived from said student as follows: Southern shall retain 60% of revenue, and EOServe Corp. shall retain 40% of revenue for the campus course.



With the special permission of the Program Director, a student in the on-campus program may be permitted to enroll in online courses, subject to the revenue-sharing terms of this Agreement.

(e). In consideration of its services outlined above, EOServe Corp. shall be entitled to the following percentages of the Gross Revenue from the Program:

- i) Revenue as defined in Section 5.2 of this Agreement, occurring from new students enrolled in online degree programs under the terms of this Agreement shall be shared on a 70/30 basis with seventy percent (70%) of fees to Education Online Services Corporation and thirty percent (30%) of fees to Southern University for all Terms completed by each student.
- ii) Fee Schedules are based on two (2) courses per term for each student enrolled in online degree programs under the terms of this Agreement at a per-credit hour cost of no less than four hundred dollars (\$400.00).

Section 5.4 **Distributions.** Pursuant to Section 5.3, there shall be a distribution of Gross Revenues collected to the Parties as follows: Upon receipt of funds by Southern University from funding sources (i.e., Cash payments, Federal Unsubsidized Direct Loan, Federal Subsidized Direct Loan, Federal Perkins Loan, Federal Graduate PLUS Loan, Federal Parent PLUS Loan, Federal Pell Grant, Federal Academic Competitiveness Grant, Federal National SMART Grant, Federal SEOG Program, other Title IV and/or Title VII aid), Southern University shall pay EOServe Corp. its portion of Gross Revenue from the Program within ten (10) days of receipt of funds from the abovementioned sources. The Parties agree to perform one (1) end-of-month reconciliation each month, for the purposes of determining and reconciling any overages or shortages in distribution of Gross Revenues. Upon such reconciliation, the Parties agree to pay each other any overages or shortages that may be determined, within ten (10) days of completion of reconciliation.

Section 5.5 **Tuition Refund Policy.** The Parties understand and agree to abide by Southern University's Tuition Refund Policy as follows:

- i) Southern University may bill the student for any unpaid institutional charges.
- ii) The Bursar's Office will evaluate tuition/fee reductions to non-Title IV programs on a case-by-case basis.
- iii) Aid will be returned to aid programs in the priority utilized by Southern University.

The net amount (as opposed to the gross amount of the loan borrowed) of Federal Direct subsidized and unsubsidized) and Federal PLUS Loans (graduate and parent) will be used in the return calculation.

All financial aid recipients will be held accountable under the University's Satisfactory Academic Progress (SAP) policy.

The Financial Aid Office is required by federal regulation to evaluate students receiving all Failing, Incomplete or Unsatisfactory grades for the semester. These are generally students neglecting to officially withdraw from classes through the Registrar's Office.

ARTICLE VI. TERM AND TERMINATION

Section 6.1 **Effective Date; Term of Agreement.** The Effective Date of this Agreement shall be the date upon which the last of the Parties has signed below. The Term of this Agreement shall be for a period of five (5) years from the Initial Enrollment Date, with a five-year (5) automatic renewal, unless previously terminated in accordance with Section 6.2.



Section 6.2 Termination.

(a). If Southern University loses its accreditation, is placed on probation or is placed on notice by its then-current accrediting body and/or Southern University is no longer recognized by the U.S. Department of Education as an accredited educational institution, then EOServe Corp. has the right to terminate this Agreement upon thirty (30) days' written notice to Southern University.

(b). The Parties acknowledge that the Program involves degree-seeking students taking part in a degree program. Therefore, in the event of time or either party terminating this Agreement, the Parties agree that they will cease accepting new students upon Termination, but shall continue to fulfill each of their respective obligations as set forth in this Agreement for all students who have enrolled and/or been admitted to the Program prior to Termination, from the time of Termination through each student's successful completion of his or her degree, certificate or course, or each student's departure from the Program. To clarify this provision: it is the intent of the Parties that after any termination of this Agreement, the participation of all existing students will continue until they graduate or depart from the Program. The Parties' rights and duties as defined in the Agreement will continue; therefore, the Parties agree that it will take several years (up to a maximum of ten (10) years) to complete this process. During this period of time specifically, the revenue sharing and all related rights and duties shall continue despite the termination of the Agreement. Also during this period of time, the Parties agree that neither will attempt to enroll this student base in any other online program.

(c). Upon termination of this Agreement for any reason, EOServe Corp. shall make the Course Media available to satisfy its obligations under Subsection (b) above.

(d). If Southern University or EOServe Corp. is at anytime adjudged bankrupt by a court with appropriate, proper and legal jurisdiction and venue, which bankruptcy is not cured within one hundred and twenty (120) days of such occurrence, then the other party has a right, with thirty (30) days' notice to the other, to terminate this Agreement. The Parties would then follow the termination procedures in Sections 6.2(b) and 6.2(c).

(e). This Agreement may be terminated by either Southern University or EOServe Corp. upon a material breach of the Agreement by the other party, provided, however, that the non-breaching party will provide the breaching party with a written notice of default, stating any remedies it intends to seek if such default is not cured, and provided, further, that on receipt of such notice, the breaching party will have ninety (90) days to cure the default. Upon such termination, or upon termination by mutual consent or by a court order, the Parties will follow termination procedures in Sections 6.2(b) and 6.2(c). Material breach is defined as a failure to perform a substantial part of the contract or one or more of its essential terms or conditions, or if there is such a breach of contract as substantially defeats its purpose.

(f). If the contract is terminated by Southern University or EOServe Corp. or by agreement between these Parties or by a court order, or in the event a material breach of this Agreement is not cured within the curative period provided for in Subsection 6.2(f) hereinabove, regardless of whether this Agreement is terminated, the non-breaching party shall be entitled to pursue all remedies it may be entitled to at law, in equity or both at law and in equity. The provisions of Section 6.2 shall survive the termination of this Agreement.

(g). Termination due to Non-appropriations: In the event Southern University is unable to fulfill the terms of this Agreement due to a non-appropriation of sufficient funds to perform the obligations of this Agreement, then such event will authorize either party to terminate this Agreement upon sixty (60) days' notice without any further obligation upon any party whatsoever. The dissolution or merger of the Board, closure of the institution or merger of the institution shall be treated as a non-appropriation and authorize termination of the Agreement upon sixty (60) days' notice without any further obligation.



ARTICLE VII.
REPRESENTATIONS AND WARRANTIES OF SOUTHERN UNIVERSITY

Southern University represents and warrants to EOServe Corp. as follows:

Section 7.1 **Corporate Status.** Southern University is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Louisiana and in any other state in which its facilities are located.

Section 7.2 **Corporate Authorization.** Southern University is an educational institution accredited through the Southern Association of Colleges and Schools. Southern University is a 501(c)(3) organization pursuant to the Internal Revenue Code of 1986 as amended. Southern University offers undergraduate and graduate degrees through classroom instruction.

Section 7.3 **No Conflict.** Neither the execution, delivery and performance of this Agreement by Southern University, nor the consummation of the transaction contemplated by this Agreement does or will, after the giving of notice or the lapse of time, or otherwise, (a) conflict with, result in a breach of or constitute a default under, the Certificate of Incorporation or By-Laws of Southern University, or any federal, state or local law, statute, ordinance, rule or regulation, or any court or administrative order or process, or any loan agreement, indenture or other instrument for borrowed money to which Southern University is a party, or any contract, agreement, arrangement, commitment or plan to which Southern University is a party; and (b) result in the creation of any mortgage, pledge, lien, claim, charge, encumbrance or other adverse interest, upon any of the assets and skills which Southern University is contributing to this Agreement. Subject to the foregoing, the Parties acknowledge that this Agreement is subject to approval by the Louisiana Division of Administration, Office of Contractual Review.

Section 7.4 **Other Parties.** Neither this Agreement nor any other transaction contemplated by this Agreement was induced or procured through any person, firm, corporation or other entity acting on behalf of, or representing, Southern University as a broker, finder, investment banker, financial advisor or in any other similar capacity.

Section 7.5 **Litigation.** There is neither any pending litigation nor, to Southern University's knowledge, any threatened litigation, at law or in equity, before or by any federal, state, municipal or other governmental court, department, commission, board, bureau or agency, domestic or foreign, against Southern University, relating to, or adversely affecting the right, or relating to Southern University's ability to perform its obligations under this Agreement, and any other documents or instruments to be executed in connection herewith.

Section 7.6 **Notification.** Southern University has not received any written notice nor has Southern University otherwise been made aware that the conduct of its business is carried on or conducted, or has been carried on or conducted, in violation in any material respect of any federal, foreign, state or local law, statute, ordinance, rule or regulation, or any court or administrative order or process, which would prevent Southern University from entering into and performing its obligations under the terms and provisions of this Agreement.

Section 7.7 **Survival.** The provisions of all sections of this Article VII shall survive the termination of this Agreement.

Section 7.8 **Content Warranties.** Southern University represents and warrants to EOServe Corp. that it owns the Academic Content or has obtained all rights in the Academic Content to provide the Academic Content to EOServe Corp. and convey the licenses granted herein to EOServe Corp. so that its use by EOServe Corp. to provide the services on behalf of the Program does not violate the intellectual property rights or other rights of a third party.



ARTICLE VIII.
REPRESENTATIONS AND WARRANTIES OF EDUCATION ONLINE SERVICES
CORPORATION

EOServe Corp. represents and warrants to Southern University as follows:

Section 8.1 **No Incentives to EOServe Corp. Employees.** EOServe Corp. represents and warrants to Southern University that EOServe Corp. does not provide incentive compensation to its employees. EOServe Corp. is a third-party bundled-services provider, unaffiliated with Southern University, and provides Southern University with marketing, advertising and recruitment services, enrollment application assistance, course support for online delivery of course and technology.

Section 8.1a. **Corporate Status.** EOServe Corp. is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

Section 8.2 **Corporate Authorization.** EOServe Corp. has full rights and power to enter into, and perform its obligations under, this Agreement, and has taken all requisite action, whether corporate or otherwise, to authorize the execution, delivery and performance of this Agreement; and this Agreement has been duly authorized, executed and delivered by EOServe Corp. and is binding upon, and enforceable against, EOServe Corp. in accordance with its terms.

Section 8.3 **No Conflict.** Neither the execution, delivery and performance of this Agreement by EOServe Corp. nor the consummation of the transaction contemplated by this Agreement does or will, after the giving of notice or the lapse of time, or otherwise, (a) conflict with, result in a breach of or constitute a default under the Certificate of Incorporation or By-Laws of EOServe Corp., or any federal, state or local law, statute, ordinance, rule or regulation, or any court or administrative order or process, or any loan agreement, indenture or other instrument for borrowed money to which EOServe Corp. is a party, or any contract, agreement, arrangement, commitment or plan to which EOServe Corp. is a party; and (b) result in the creation of any mortgage, pledge, lien, claim, charge, encumbrance or other adverse interest, upon any of the assets and skills which EOServe Corp. is contributing to this Agreement.

Section 8.4 **Other Parties.** Neither this Agreement nor any other transaction contemplated by this Agreement was induced or procured through any person, firm, corporation or other entity acting on behalf of, or representing EOServe Corp. as a broker, finder, investment banker, financial advisor or in any other similar capacity.

Section 8.5 **Other Approvals.** No approval, authorization, consent or other order or action of, or filing with any court, administrative agency or other governmental authority is required for the execution and delivery by EOServe Corp. of this Agreement, or such other agreements and instruments contemplated hereby.

Section 8.6 **Litigation.** There is neither any pending litigation nor, to EOServe Corp.'s knowledge, any threatened litigation, at law or in equity, before or by any federal, state, municipal or other governmental court, department, commission, board, bureau or agency, domestic or foreign, against EOServe Corp., relating to, or adversely affecting the right, or relating to EOServe Corp.'s ability to perform its obligations under this Agreement, and any other documents or instruments to be executed in connection herewith.

Section 8.7 **Notification.** EOServe Corp. has not received any written notice nor has EOServe Corp. otherwise been made aware that the conduct of its business is carried on or conducted, or has been carried on or conducted, in violation in any material respect of any federal, foreign, state or local law, statute, ordinance, rule or regulation, or any court or administrative order or process, which would prevent it from entering into and performing its obligations under the terms and provisions of this Agreement.



Section 8.8 **Survival.** The provisions of all sections of this Article VIII shall survive the termination of this Agreement.

ARTICLE IX. INDEMNIFICATION

Section 9.1 **Hold Harmless.**

(a). Southern University agrees to indemnify and hold EOServe Corp. harmless from and against any loss, damage or expense (including, without limitation, reasonable fees of attorneys and legal assistants including before, during and after trial, on appeal, or in bankruptcy, administrative or arbitration proceedings) suffered by EOServe Corp. resulting from (i) any material breach by Southern University of this Agreement; and (ii) any inaccuracy in or breach of any of the representations, warranties or covenants made by Southern University to this Agreement.

(b). EOServe Corp. agrees to indemnify and hold Southern University harmless from and against any loss, damage or expense (including, without limitation, reasonable fees of attorneys and legal assistants including before, during and after trial, on appeal, or in bankruptcy, administrative or arbitration proceedings) suffered by Southern University resulting from (i) any material breach by EOServe Corp. of this Agreement; and (ii) any inaccuracy in or breach of any of the representations, warranties or covenants made by EOServe Corp. to this Agreement.

Section 9.2 **Knowledge of Claim.** Upon obtaining knowledge thereof, the indemnified party shall promptly (but in any event within thirty (30) days) notify the indemnifying party in writing of any claim or demand which it has determined has given or could reasonably be expected to give rise to a right of indemnification under this Agreement. If such claim or demand relates to a claim asserted by a third party, the indemnifying party shall notify the indemnified party within thirty (30) days if it intends to contest any such claim or demand and shall have the right to employ counsel reasonably acceptable to the indemnified party, and the indemnified party shall cooperate in the defense of any such claim or demand, provided that the indemnifying party shall pay all out-of-pocket expenses incurred by the indemnified party in regard thereto. So long as the indemnifying party is defending in good faith any such claim or demand asserted by a third party, the indemnified party shall not settle or compromise such claim or demand. The indemnified party shall make available to the indemnifying party and its agents all records and other materials in its possession reasonably required for use in contesting any third-party claim or demand. Whether or not the indemnifying party so elects to defend any such claim or demand, the indemnified party shall not have any obligation to do so and the indemnified party shall not waive any rights it may have against the indemnifying party hereunder with respect to any such claim or demand by not defending same.

Section 9.3 **Indemnity Reimbursement.** Subject to the indemnifying party's right to defend third-party claims as set forth above, the indemnifying party shall reimburse the indemnified party promptly (but in any event within thirty (30) days) upon demand for any payment made or loss suffered by the indemnified party in respect of any liability, loss, damage or expense to which this Article X relates.

Section 9.4 **Costs and Fees.** Southern University's and EOServe Corp.'s obligation to indemnify hereunder shall include the reasonable costs of investigating or defending any such claim, contract, obligation, litigation or proceeding, and shall include the loss, damage or expense, including reasonable counsel fees (including charges for paralegals, before, during, and after trial, on appeal, or in bankruptcy, arbitration or administrative proceedings), incurred in connection therewith.

Section 9.5 **Survival.** The provisions of all sections of this Article IX shall survive the termination of this Agreement.



ARTICLE X.
MISCELLANEOUS PROVISIONS

Section 10.1 **Notices.** Any notices given pursuant to this Agreement shall be effective on the date of delivery if delivered by person or by facsimile transmission, or forty-eight (48) hours subsequent to the date of mailing if sent by overnight delivery or by Registered or certified mail return receipt requested, as follows:

If to Southern University:	Dr. Ronald Mason, Jr. Southern University JS Clark Administration Building Office of the President, 4 th Floor Baton Rouge, LA 70813
If to Education Online Services Corporation	Barry M. Singer Chief Executive Officer Education Online Services Corporation 1560 Sawgrass Corporate Parkway, 4 th floor, Sunrise, FL 33323
Copy to:	Joseph Mazon Vice President - Legal <i>and</i> Donald S. Goldrich Corporate Counsel Education Online Services Corporation 1560 Sawgrass Corporate Parkway, 4 th floor, Sunrise, FL 33323

Section 10.2 **Further Assurances.** Southern University and EOServe Corp. shall execute and deliver such other and further instruments as may be required to carry out the intent and purpose of this Agreement. The provisions of this section shall survive the termination of this Agreement.

Section 10.3 **Independent Entities.** Neither Southern University nor EOServe Corp. nor any of their respective employees or consultants is or shall be deemed at any time during the term of this Agreement, directly or indirectly, to be an employee or consultant of the other party and Southern University, and EOServe Corp. each assume full and exclusive responsibility for payment of all applicable federal, state and local income taxes, gross receipt taxes, FICA, unemployment and disability benefits and worker's compensation obligations arising out of or relating to such employer's or consultant's performance of services on behalf of Southern University and EOServe Corp. pursuant to this Agreement.

Section 10.4 **Relationship of Parties.** The relationship between Southern University and EOServe Corp. is intended to be that of independent contractors, and this Agreement shall be construed to fulfill that intent. Nothing in this Agreement shall construe or be construed as the creation of a partnership or joint venture.

Section 10.5 **Captions.** Section titles or captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.



Section 10.6 **Pronouns.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context shall require.

Section 10.7 **Counterparts.** This Agreement may be executed in two counterparts, and all counterparts so executed shall for all purposes constitute one Agreement, binding on all of the Parties hereto, notwithstanding that all Parties shall not have executed the same counterpart.

Section 10.8 **Benefit.** Except as herein otherwise provided, this Agreement shall be binding and inure to the benefit of the Parties hereto, their heirs, legal representatives, successors and assigns.

Section 10.9 **Changes in Writing.** This Agreement embodies and constitutes the entire understanding between the Parties with respect to the transaction contemplated hereby, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. No provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

Section 10.10 **Assignment.** Southern University may not assign or transfer any of its rights and/or obligations under or arising from this Agreement without the prior written consent of EOServe Corp.

Section 10.11 **Confidentiality and Non-Disclosure.**

(a). Southern University, and EOServe Corp. agree that any non-public information regarding the documents and information concerning the subject matter of this Agreement, and a party's business, however recorded or transferred including derivations thereof, including but not limited to a party's plans, programs, processes, products, costs, equipment, finances, operations or customers, which is furnished or disclosed by that party (the "Disclosing Party") to the other (the "Receiving Party") is considered confidential, and shall include information which is designated as confidential or information which should be regarded as confidential given the nature and circumstances of its disclosure (collectively "Confidential Information"). The Receiving Party will hold Confidential Information in confidence and will not, without prior written permission of the Disclosing Party, disclose such Confidential Information to any person other than its own employees and agents who have a reasonable need to know in connection with this Agreement. The Receiving Party shall take any and all measures reasonably necessary to protect and preserve the confidentiality of Confidential Information, including due care in the choice and manner of the disclosure of the Confidential Information to employees or agents. The Receiving Party acknowledges that significant economic benefit accrues to the Disclosing Party due to the confidential nature of the Confidential Information, and the Receiving Party agrees that all Confidential Information provided or disclosed to the Receiving Party shall remain the sole and exclusive property of the Disclosing Party. The Receiving Party will use the Confidential Information exclusively in connection with the performance of its obligations under this Agreement and shall not use such Confidential Information for any other purpose or use whatsoever. The Receiving Party agrees to exercise the same degree of care in handling Confidential Information that it exercises toward its own but in no event less than due care. Upon termination of this Agreement for any reason, or upon request of the Disclosing Party, each party will promptly return to the other party, or certify destruction of, all Confidential Information (and any copies thereof) in its possession.

(b). The obligations of non-disclosure and non-use imposed hereunder do not apply to information that the Receiving Party can show through competent documentation (i) is or became known publicly, other than through the acts or omissions of the Receiving Party; (ii) was learned by the Receiving Party from a third party entitled to disclose it; (iii) was already known to the Receiving Party before receipt from the Disclosing Party and was not acquired from the Disclosing Party or its employees, either directly or indirectly; (iv) was independently developed by the Receiving Party; or (v) must be disclosed by operation of law. In the event that an order by a court or government entity having competent jurisdiction requires disclosure of the Disclosing Party's Confidential Information, it shall not



be a breach of this term for the Receiving Party to disclose Confidential Information to the extent, and only to the extent, required by that order, provided that the Receiving Party shall, to the greatest extent practicable, notify the Disclosing Party prior to any required disclosure and cooperate with the Disclosing Party in seeking relief from that court order. This Section shall survive the termination of this Agreement.

(c). The Receiving Party acknowledges and agrees that monetary damages may provide an inadequate remedy for breach of this section, and therefore that, in addition to remedies available otherwise under this Agreement or at law, the Disclosing Party may be entitled to preliminary and permanent injunctive relief restraining the Receiving Party from any unauthorized disclosure or use of any Confidential Information, in whole or in part, and from rendering any service to any person, firm, corporation, association or other legal entity to whom or to which Confidential Information, in whole or in part, has been disclosed or is threatened to be disclosed in violation of this Agreement. The Receiving Party shall notify the Disclosing Party as soon as practicable upon discovery of any unauthorized use or disclosure of Confidential Information and will cooperate with the Disclosing Party in every reasonable way to prevent further unauthorized disclosure or use of the Confidential Information.

Section 10.12 **Construction.** No provision of this Agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provisions.

Section 10.13 **Approvals.** Notwithstanding anything to the contrary contained in this Agreement, any reference in this Agreement to consents or approvals being required by either Southern University or EOServe Corp. shall always be construed and interpreted to mean that such approvals and consents shall not be unreasonably withheld or delayed.

Section 10.14 **Compliance with Law.** It is the intention and the agreement of the Parties hereto that each will carry out its obligations and responsibilities hereunder in full conformance with all applicable federal, state and local laws, rules and regulations.

Section 10.15 **Severability.** If any provision of this Agreement shall be held in doubt or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the remaining provisions of this Agreement.

Section 10.16 **Mailing Lists.** It is understood and agreed that Southern University will make appropriate (as determined by Southern University) mailing lists and other promotional materials available to EOServe Corp. to use solely in developing and promoting the Program and any additions or amendments thereto.

Section 10.17 **Force Majeure.** In the event performance of this Agreement, or any obligation hereunder, is prevented, restricted or interfered with by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of the Government in its sovereign capacity, labor difficulties or any other circumstances beyond the reasonable control and without the fault or negligence of the party affected, the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased), provided, however, that the party so affected shall use its best reasonable efforts to avoid or remove such causes on nonperformance and both Parties shall proceed whenever such causes are removed or cease.

Section 10.18. **Governing Law.** The laws of the State of Louisiana shall apply in any legal issue, and the agreed-upon venue and jurisdiction for any legal proceeding is East Baton Rouge Parish, Louisiana.



Section 10.19 **Attorney's Fees.** In the event of any litigation or judicial action arising out of or related to this Agreement, the prevailing party shall be entitled to any costs or expenses available under the law.

Section 10.20 **Non-Solicitation.** During the term of this Agreement, and for a period of two (2) years after termination for any reason, neither party shall, directly or indirectly, for itself or for any other person, firm, corporation, partnership, association or other entity, employ or solicit for employment, any person employed or under contract (whether as a consultant, employee or otherwise) by or to the other party, unless such employee or former employee has not been employed by the employing party for a period of two (2) years.

IN WITNESS WHEREOF, the Parties hereto have executed this Master Services and Licensing Agreement as of the date written below.

Southern University

By: [Signature]

Name: RONALD MASON, JR.

Title: President

Date: 10.28.11

Education Online Services Corporation, Inc

By: [Signature]

Name: DR. BENJAMIN F. CHAVIS JR

Title: President

Date: 10.28.11



Exhibit 1 for Master Services and Licensing Agreement
EOServe Corp. Learning Management Platform

This exhibit describes the Learning Management System Services that Southern University shall receive through the EOServe Corp. System. The specific features and functionality reflected in the services are subject to change and discontinuation by EOServe Corp. at its sole discretion.

1. **Learning Management System.** A learning management system (LMS) is a software application for the administering, documenting, tracking and reporting of training programs, classroom and online events, e-learning programs and training content and includes the features set forth below:

Learning Management Platform Features:

- Southern University's Logo for LMS branding
- Login Access
- Personalized Course Access Page (this will be the Southern University landing page, i.e., www.southern-online.com)
- Online Help Pages
- System, Course and Student-Level Administrative Reporting
- Profile Update - Allows user to update his or her system password, e-mail address and other personal information listed in the campus directory
- Assessment Tools for managing outcomes and user experiences

2. **Southern University's Responsibilities for Provision of Learning Management System Elements.** Subject to Southern University's cooperation and participation, EOServe Corp. will develop and build Southern University's Online Platform in accordance with this Agreement and EOServe Corp.'s standard development efforts and methodology. The Parties agree as follows:

- a) Logos, Colors, Art Design. Southern University agrees to provide EOServe Corp. within seven (7) days of request with Southern University's logo and colors.
- b) Site Information. Southern University agrees to provide EOServe Corp. within fifteen (15) days of request with site content including but not limited to the following:
- c) Course description and syllabi for the appropriate online degree programs shall be aligned with Southern University learning outcome and goals to include:
 - Course Description
 - Course Objectives
 - Course Requirements
 - Method of Evaluation
 - Textbooks
 - Additional Required Materials (must also be provided by school)
 - Weekly Schedule of lessons and assignments
- d) Other Information. Southern University agrees to provide EOServe Corp. with the following information upon execution of the Agreement:
 - Academic calendar of Southern University
 - Administrative calendar of Southern University
 - Financial Aid calendar of Southern University

3. **Launch Schedule.** EOServe Corp. will launch the online platform under the Southern University domain name on or before the fortieth (40th) day following the date of EOServe Corp.'s receipt of the required site information from Southern University.

4. **Online Courseware.** "Courseware" shall mean the various online course delivery options available through the EOServe Corp. System.



- a) Storage Space. Storage space allocated for usage of Courseware and other applicable EOServe Corp. Services is provided in accordance with EOServe Corp.'s then-current storage policies.
- b) Courseware Features.
 - Homepage
 - Quick Summary
 - My Pretests (features questions designed to help Southern University understand student strengths and needs for support)
 - My Lessons
 - My Tutors
 - My Sessions (archived tutor sessions so students can refer to their coursework)
 - My Submissions (where students submit completed work)
 - My Usage (tracks the time students have spent in lessons with a tutor as well as how many documents have been submitted through My Submissions)
 - Threaded Discussions
 - E-mail
- c) EOServe Corp. Evaluation is an Internet-based product that allows its Educational Partners to gather course evaluation and survey feedback across courses, programs or an entire institution. EOServe Corp. Evaluation also provides a distribution mechanism for the results of these processes to faculty and administrators.
- d) Reporting: EOServe Corp. will provide regular reports to Southern University detailing academic progress, fiscal status and student information.



Exhibit 2 for Master Services and Licensing Agreement
Technical Support and Other Services

1. **Technical Support.** EOServe Corp. will provide telephone and online technical support associated with the use of the EOServe Corp. System in accordance with the following:
 - Tier 1 Technical Support. EOServe Corp. will provide telephone and online support (via chat and e-mail) to Southern University's faculty, students and staff who may need technical assistance associated with their use of the EOServe Corp. System. This support will be provided on a 24/7 basis.
 - Tier 2 Technical Support. EOServe Corp. will provide telephone and online support (via chat and e-mail) to two (2) designated Southern University's help desk representatives, solely on system accessibility and software technology issues associated with use of the EOServe Corp. System. The Southern University help desk representatives will be responsible for responding to Southern University faculty, students and staff who need technical support. This support will be provided on a 24/7 basis. Southern University will notify EOServe Corp. in writing of any change in Southern University's help desk representatives.
 - Technical Support Limits. Technical Support does not include support related to the use of Southern University's or other third parties' technology, technical issues associated with outside ISPs, networks or third-party software or issues related to user inexperience with systems and settings other than the EOServe Corp. System.
2. **EOServe Corp. Use of Services.** During the Term of this Agreement or for so long as EOServe Corp. is authorized to offer the EOServe Corp. services to Southern University, whichever period is shorter, EOServe Corp. hereby authorizes Southern University to access and use the EOServe Corp. services via the EOServe Corp. System and provide access to the EOServe Corp. services to Southern University's faculty, students and administrative staff, solely for educational and instructional use on the EOServe Corp. System. Authorized users may access the EOServe Corp. services only in accordance with the terms and conditions set forth in this Agreement and, to the extent permissible under Louisiana law, in any end-user license agreement ("EULA") or terms of use that may be contained in or with the EOServe Corp. services (each a "EULA"). Southern University agrees that no other individuals or third parties shall be allowed access to the EOServe Corp. services. Except as expressly set forth in the foregoing, all rights with regard to the services offered herein are reserved by EOServe Corp., and under no circumstances shall Southern University (or its users or students) resell, publish, transfer, distribute, sublicense, provide access to, copy, adapt, translate, reproduce, modify, enhance or use the EOServe Corp. services or the content contained therein without the express written permission of EOServe Corp. Southern University further agrees not to remove or alter any trademark or other proprietary notice in or on any services. All right, title and interest in and to the EOServe Corp. Services and the content, materials and data contained therein, and any derivative works thereof (whether authorized or not, including any modifications made, specifically for Southern University or to such course offerings in general, by EOServe Corp. or any other third party (including Southern University and its agents or representatives), is expressly reserved by EOServe Corp. as applicable. The preceding sentence does not alter any term in the Master Service License Agreement in regard to ownership of intellectual property. EOServe Corp. shall be obligated to maintain, revise, enhance or update the standardized EOServe Corp. services. EOServe Corp. may suspend use of or access to the EOServe Corp. services in connection with any violation of this Agreement or any applicable EULA.



Exhibit 3 for Master Services and Licensing Agreement
Education Online Services Corp. Online Degree Program Procedures and Best Practices

The Parties agree that the following online degree program procedures and industry best practices are necessary for the successful implementation and deployment of online degree programs:

- a) Southern University agrees to ensure that the online degree program is approved by all applicable agencies (such as Faculty Senate, State Higher Education Board, SACS).
- b) Southern University agrees to ensure that the online degree program admissions policy is approved by all relevant Southern University departments and appropriate regulatory bodies or agencies including but not limited to the Academic Council, Curriculum Committee and Graduate Council.
- c) Southern University agrees to ensure that online courses for online degree programs are approved in writing by all relevant Southern University departments.
- d) In the event that Southern University Academic Policy permits the use of Prior Learning Assessment (“PLA”) credits, all policies and processes utilized by online degree programs thereunder must be agreed upon and approved by Southern University.
- e) Southern University’s Information Technology Department shall collaborate with Education Online Services Corporation’s Information Technology Department to integrate the Education Online Services online enrollment platform (“ERx”) through APIs or other effective integration methods with Southern University’s current Student Information System for the purpose of enabling Southern University to update EOServe Corp. in real time regarding the status of each student.
- f) Southern University agrees to review and make admit decisions within five (5) business days of receipt of necessary student documents, including review of prior college credits based on official or unofficial transcripts.
- g) Southern University agrees to review and offer preliminary awarding of financial aid within five (5) business days of receipt of necessary documents.
- h) For the purpose of marketing and increasing target market awareness of Southern University’s online degree programs, Southern University agrees to compile and provide EOServe Corp. with access to Southern University’s Stop Out Student, Non-Admitted Student and Alumni databases. EOServe Corp. will utilize said databases solely for the purpose of informing prospective students via e-mail, direct mail, online marketing and telephone contact about Southern University’s online degree programs.
- i) Southern University agrees to the prominent placement of an online graphic banner promoting the online degree program on the home page of Southern University’s website, and social media profile pages such as Facebook, Twitter etc.



Exhibit 4 for Master Services and Licensing Agreement
Online Degree Program Best Practices – Admissions Standard Operating Procedures

Education Online Services Corporation is committed to the delivery of highly qualified prospective students to Southern University. The following constitutes the process utilized by EOServe Corp. for the purposes of verification, qualification and submission of prospective students to Southern University.

Interview with Prospective Student. EOServe Corp. Admissions Advisors provide the prospective student with Program information, University history and information, cost and admission requirements, and all questions are discussed between the advisor and the prospective student. The prospective student confirms his or her commitment to the application process and meeting deadlines.

Interview Complete. When the Interview is complete, the prospective student information is entered into the EOServe Corp. database (Enrollment Rx (ERx)). (Enrollment Rx is a database allowing the EOServe Corp. Admissions Services Department to manage student files, contact information, documents and progress in the admissions process.) The "Applicant Status" is placed at "Interview Complete."

Application Sent to Southern University. Via the ERx, the Admissions Services Department automatically sends the prospective student a "Welcome E-mail" with a link to complete the application materials electronically. This is done by placing the student in "Interview Complete" Status. The materials include the following required state university, private and federal admissions documents:

- 1) Application (appropriate to the school),
- 2) Technology Requirements,
- 3) High School/GED Transcript Request,
- 4) Payment Waiver Form (if applicable),
- 5) College Transcript Request Form (if applicable)
- 6) Application Fee

All documents required from the prospective student are sent via the ERx's DocuSign functionality to facilitate online completion. Upon completion by the prospective student, the status of each document is automatically updated by ERx/DocuSign functionality.

School Application Complete. Once the prospective student has satisfactorily completed all required documents, the prospective student's admission status is placed in "School Application Complete" status.

Placement Exam. In the event Southern University requires prospective students to complete an online placement exam, the placement exam will be automatically e-mailed to prospective students once their application is placed on "School Application Complete" status. Advisors will not have access to the exam.

Financial Aid Support Walk-Through. When admission application documents are verified as complete by the EOServe Corp. Admissions Services Department, the prospective student is contacted by said department and immediately transferred to EOServe Corp. financial aid support services to begin financial aid document completion support and assistance, answering questions and performing FAFSA walk-throughs with prospective students upon interview completion. A prospective student must be in "School Application Complete" status for the EOServe Corp. Financial Aid Support Services Department to speak with the student or for an appointment to be scheduled.

EOServe Corp. Financial Aid Advisors assist prospective students with the FAFSA application and questions, PIN application, MPN instructions and Entrance Counseling Exam instructions. The funding applications may not process as completed on the same day; therefore, the EOServe Corp. Financial Aid Team will notate the student as "Financial Aid Walk-Through Complete – Yes" in the prospective student file within the ERx.



When the appropriate document is verified as "Complete" by the designated Financial Aid officer at Southern University, the document will be updated in the "student file" in the ERx.

Request of Official Transcripts. The EOServe Corp. Admission Services Department processes requests for official HS/GED transcripts utilizing the following steps.

- a) Receive Transcript Request Authorization from student
- b) Research School Address
- c) Provide the student with information on how to request official college transcripts and address where said transcripts must be received.

Southern University Responsibilities regarding Transcripts:

- a) Conduct search for the student in the ERx application tab to verify the transcript has been received
- b) Add the date that Official Transcripts were received by Southern University

In the event that the student wishes to transfer college credits to the chosen online degree program, the cost of the college transcript request fee remains the responsibility of the student.

Admissions Review Readiness. Upon completion by the prospective student of all admissions documents and receipt of same by EOServe Corp., as well as the Financial Aid Walk-Through, EOServe Corp. will then place the student under "Ready for Admissions Review" on the ERx, which will automatically alert Southern University to review the appropriate file and the student's documents, and note any other documents required.

Southern University Responsibilities regarding Admissions Review:

- a) The Southern University Director of Admissions will receive an e-mail from EOServe Corp. once the student is placed in "Ready for Admissions Review" status in the ERx.
- b) The Southern University Director of Admissions logs into the ERx and locates the student in the search field on the application tab.
- c) The Southern University Director of Admissions reviews each applicable document that has been uploaded to the student's file.
- d) Southern University can also add the date of receipt of official transcripts received at this time.
- e) Once the documents have been reviewed by Southern University, its Director of Admissions will place the student in the appropriate Admissions Decision status: Approved, Rejected or Pending (with notes about the reasons for the Pending decision).

Admissions Complete Status. Approved students must meet the Southern University requirements for online degree program admission, including transcript requirements and/or application fees as needed. Exceptions will be made on a case-by-case basis, and should not be considered standard operating procedure. Admissions Approval is performed directly by the Southern University Director of Admissions and cannot be determined by EOServe Corp. or its representatives.



Exhibit 5 for Master Services and Licensing Agreement
Online Degree Program Best Practices – Financial Aid Document Services Standard Operating Procedures

Education Online Services Corporation is committed to supporting prospective students to Southern University with the completion of appropriate financial aid documentation on behalf of the Program. The following constitutes the process utilized by EOServe Corp. for the purposes of verification, and submission of financial aid documents for prospective students at Southern University.

1. EOServe Corp. Responsibilities for the Provision of Financial Aid Services:

- i) EOServe Corp. discusses tuition funding options (i.e., Title IV, Cash-Pay, etc.) with prospective students.
- ii) EOServe Corp. performs walk-through with prospective student via phone to include:
 - a) Applying for a Federal Personal Identification Number (PIN)
 - b) Completing the FAFSA application
 - c) Completing Direct Loan MPN application
- iii) EOServe Corp. creates and reviews an estimated award letter with the prospective student if appropriate. EOServe Corp.'s projected award letter is a simple Excel Spreadsheet document that projects the cost tuition and expected funding based on the prospective student's EFC number from his or her completed FAFSA and Southern University's cost of attendance.
- iv) EOServe Corp. e-mails to the Southern University Director of Financial Aid a list of prospective students who require FAFSA received status, NSLDS checks, MPN checks, ISIR checks and Verification/C-Code checks. Pending NSLDS results upon receipt of said list by Southern University, EOServe Corp. collects default, overpayment and overlapping loan clearance paperwork.
- v) EOServe Corp. then assists with the collection of student verification documents and C-Code documents for the initial FAFSA.
- vi) EOServe Corp. uploads every needed document for the prospective student's Financial Aid package to the ERx. Once all documents are submitted, EOServe Corp.'s Financial Aid Services Representative activates "Ready for Review" status, which notifies Southern University's Director of Financial Aid via e-mail that the prospective student's financial aid package is ready for review by Southern University.

2. Southern University Responsibilities for the Provision of Financial Aid Services:

- i) Southern University agrees to check ISIRs, MPNs and entrance counseling for prospective students and appropriately update the prospective student's record in the ERx.
- ii) Southern University agrees to update the ERx with any documents needed from the prospective student to clear C-Code issues as well as update the ERx if the student has been selected for verification.
- iii) Southern University agrees to review NSLDS for prospective students and update the ERx with any issues that may require clearance.
- iv) Southern University agrees to review verification and C-Code documents, and process verifications and/or corrections to ISIR (documents will be uploaded by EOServe Corp. for Southern University to review).



- v) Southern University agrees to update the ERx with all required documents for financial aid to ensure the prospective student's funding will be processed.
- vi) Southern University agrees to process the funding package for each prospective student once the funding package is completed.
- vii) Southern University agrees to process any Title IV or funding maintenance as required.

Southern University and A&M College at Baton Rouge

Chancellor's Report



SIGNIFICANT ACCOMPLISHMENTS/ACHIEVEMENTS

SU professor to study the origins of written English



at least a year-long effort, he said.

There were over 1,200 proposals sent to the NEH and Porter's effort is one of the less than 80 chosen for funding.

The National Endowment for the Humanities has awarded Southern University's Dr. David Porter funding for his research project on the origins of written English.

Porter's research project, titled "Launching English Intellectual History: The Construction of the First English Encyclopedia at Canterbury in the Seventh Century," will be

His findings will tell the story of how and why the first written English vocabulary was produced at the Canterbury School in the late seventh century.

"I think this is a big feather in Southern's cap," Porter said, adding that last year schools such as the University of California at Los Angeles (UCLA) had three proposals chosen. His

selection puts Southern in the same category with those much larger institutions, he said.

Porter said he was "ecstatic" that his proposal was chosen since he had applied twice before, adding that he thought the chances were slim that someone from a small state school would be funded.

Porter said he will be spending 2013 conducting research for his book that may be published some time in 2014 or 2015.

The most difficult part of his research will be reading and understanding ancient manuscripts that were handwritten, he said.

His completed work will be a book on what is the earliest long text in the English language, a text called The Antwerp-London Glossaries, an edition of which Dr. Porter published in 2011. In this text, produced at the first English school in Canterbury in the seventh century, many common English words found their

first written form. The Canterbury school was established by two master teachers, Hadrian and Theodore. Hadrian came from North Africa on the border of Egypt and Libya, and Theodore came from Tarsus in Asia, home of the apostle Paul.

"My discovery will be news," he said.

Porter received his undergraduate degree in English from the University of North Texas and earned a master's and doctorate in English as a Second Language from the University of Texas at Austin.

Over 50 companies to attend SU Career Exploration Day, Feb. 20



The Southern University Office of Career Service is inviting current students and SU alumni to its 2013 Career Exploration Day Wednesday, Feb. 20, from 10 a.m. to 3 p.m. in the F.G. Clark Activity Center.

More than 50 companies will be seeking employees, including,

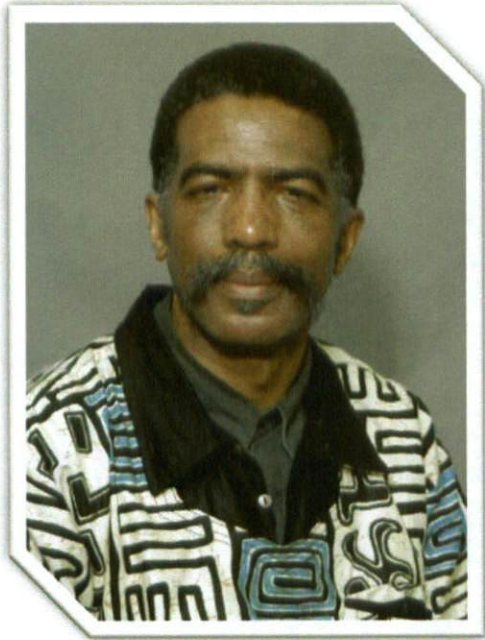
Johnson & Johnson, Baker Hughes, Raytheon, Texas Instruments, WBRZ-TV and the United States Secret Service.

Participants will network with company representatives from the companies and have the opportunity to distribute résumés. Career Service recommends students

bring at least 20 copies of their résumé.

Professional attire and a Career Fair registration badge are required for entry.

Pre-registration is underway in T.H. Harris Hall, suite 1100. Students will also be allowed to register at the Career Fair.



Randell Henry, Southern University's Associate Professor of Art, is among several artists whose work will be part of an art exhibition at the Kress Gallery, 447 Third St., Suite 200.

The exhibition, called "History and Innovation,

SU professor part of major art exhibition at Kress Gallery

will feature works by Henry and other African-American artists Christopher Turner, Eric Brown and Taufeeq Muhammad. The exhibition will run through Saturday, March 16.

Henry's paintings have been on view in galleries and museums from New Orleans to the Dallas Museum of Art, to the National Museum of Ghana.

Brown, a native of New Jersey, has lived in Baton Rouge, for 10 years. According to an article in Dig Magazine, Brown's artwork is inspired by

meditation, prayers and biblical text. Turner, the Gallery's curator, said that his exhibit will include more monochromatic grays and whites.

Turner also describes Muhammad, a recent SU graduate with a double major in architecture and fine arts, as "a hidden jewel. You'll see a lot of Louisiana influence in his work, like Satchmo and Jean Batiste."

Gallery hours are 11 a.m. to 2 p.m. Tuesday and Thursday and by appointment. For more information, email cturner@springboardbr.com.

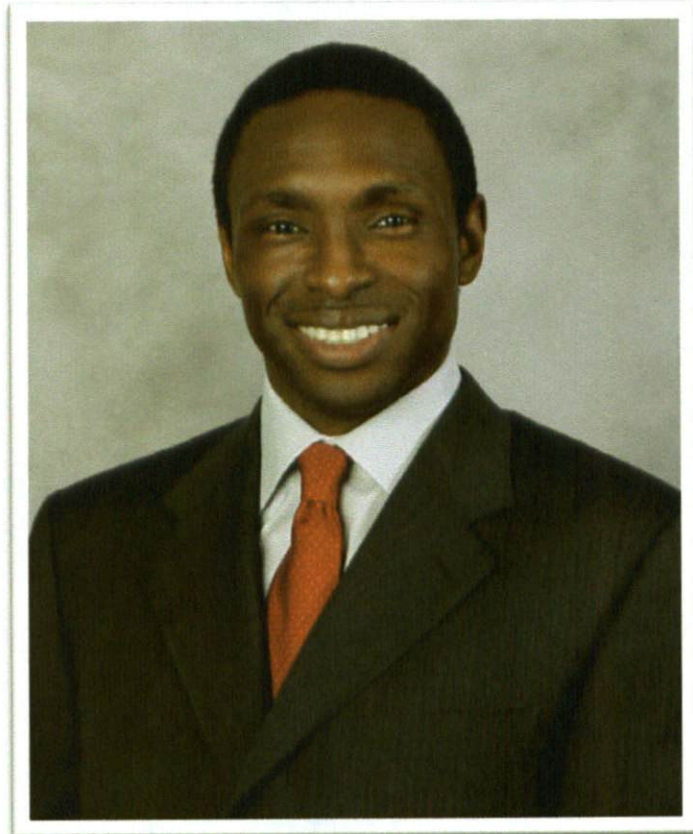
SU Art to be on Display at McKinley Middle Magnet School

The works of Southern University's Visual Arts Students and Alumni will be on exhibition at McKinley Middle Magnet School of Visual and Performing Arts "1st Annual Art Exhibition celebrating Black History Month." A Jazz Reception will be held February 4th, from 6 to 8 p.m. at the school, 1550 Eddie Robinson Sr. Drive.

SUBR's Basketball Court named in Honor of Avery Johnson

A former outstanding SUBR Varsity Basketball Team player, a retired NBA professional basketball player, a former head coach of two NBA teams – this is Avery Johnson, one of SUBR's most outstanding native sons!

On February 2, 2013, Mr. Johnson will be honored in a court naming ceremony in the F. G. Clark Activity Center. The basketball court will be named the Avery Johnson Basketball Court, and the ceremony will take place during half-time of the men's basketball game against Grambling State University. At this time, the SU jersey of Avery Johnson will also be retired. The University is excited and honored to recognize the achievements and the contributions of Mr. Avery Johnson. We take this opportunity to thank this loyal Southernite, motivational, inspirational and spiritual leader and outstanding contributor to the game of basketball as a player, coach and commentator, for all that he has done and continues to do for his Alma Mater.



Southern University to Hold Annual College Night on the Bluff

Southern University will be offering scholarships and information on exciting paths of study at its annual "College Night On The Bluff", Tuesday, February 26, from 6 p.m. to 8 p.m. in the F.G. Clark Activity Center. High school seniors, juniors, their parents and others considering Southern are invited.

SU staff will be available to discuss financial aid, student life, academics – essentially facet of Southern University and A&M College.

SUBR Students Offered Study Abroad Opportunities

The University continues to offer SUBR students opportunities to study abroad. Some of these opportunities allow the students to study the language and culture of a particular country within an abbreviated period of time. Students receive three to six hours in International Service Learning if they successfully complete the study.

Attached is a brochure which announces some study abroad opportunities in Belize, Dakar Senegal, China and Monrovia, Liberia.

Students are able to use a portion of their financial aid award to pay for their study abroad experience.

EXCITING STUDY ABROAD OPPORTUNITIES
Southern University AND A&M College
International Affairs and University Outreach

Belize
Belize City, Belize
May 19th - June 9th 2013
Earn 3-6 Hours Credit in International Service Learning
Earn 1 Credit Hour in Multiculturalism or Spanish
Cost: \$3,000

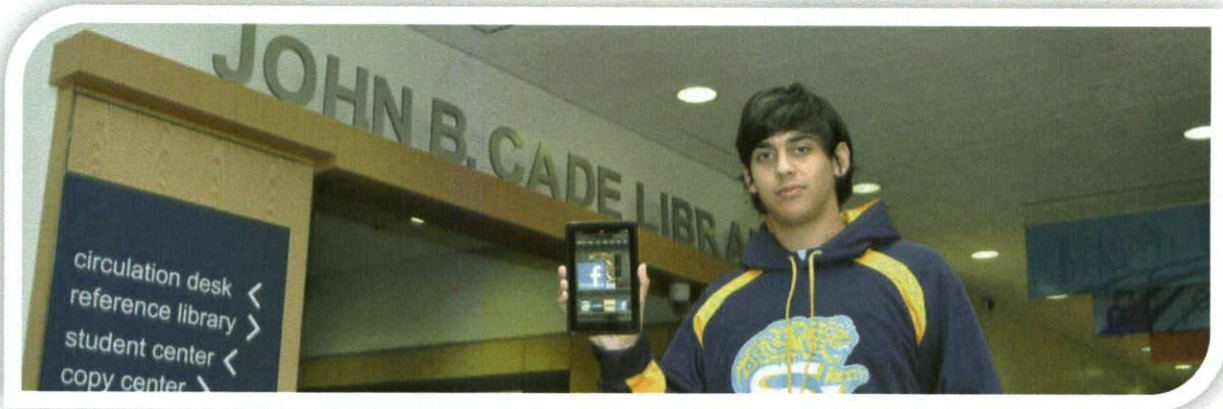
Senegal
Dakar, Senegal
June 3rd - June 22nd 2013
Earn 3 Hours Credit in French or World
Earn 3-6 Hours Credit in International Service Learning
Cost: \$3,200

China
Jinghong, Xishuangbanna, Yunnan Province
June 3rd - June 22nd 2013
Earn 3 Hours Credit in Chinese
Earn 3-6 Hours Credit in International Service Learning
Cost: \$3,500

Liberia
Monrovia, Liberia
May 19th - June 9th 2013
Earn 3-6 Hours in International Service Learning
Earn 3 Hours Credit in Independent Studies
Cost: \$3,200

Costs include: Transportation, Tuition, Lodging, and Educational Tours
For an application call 225-771-2615
Center for International Education, J.S. Clark Administration Annex 2nd Floor
* Financial Aid can be used to study abroad. Please see a Financial Aid representative in the Harris Hall Annex or call 225-771-2790.

Kindle Fire checkout among new Cade Library services



Cade Library encourages students to use new services.

Check-out a Kindle Fire from the library. Read an e-book; check your email; or conduct research on the Internet. It is all possible with the Kindle Fire. Students may check out Kindles for 3 weeks with the option to renew.

Need a quiet place to study or use a computer? Come to the library where individual and group study rooms are available for 3 hour checkout. All rooms are equipped with computers and wireless access. If they desire to do so, students can bring their own laptops or tablets.

Some companies are offering students the option of interviewing online. A room has been set up in the library with a

computer, video camera and microphone which allows students to successfully interview via the Internet. Students can also practice their interviewing and presentation skills using this technology.

Faxing and printing services have been added to the 1st floor Copy Center in the Library.

The John B. Cade University Library continues to improve student services thereby contributing positively to enhancing the living and learning environment.

SUBR Begins Its Celebration of Black History Month

The John B. Cade Library recently announced that the library will be showing old and new African American movies in celebration of Black History Month. The movies will be shown on Tuesdays and Thursdays starting January 22, 2013 through February 28, 2013.

The Library provided an on-line survey so that student, faculty and staff could select movies that they wish to see from several categories. They can also add movies to the list if they are not already listed.

These categories are:

- African American Contemporary
- Documentaries
- Drama
- Blaxploitation
- Civil Rights/Politics
- Classics
- Comedy

Southern Students participated in MLK Day of Service

Southern University students joined in clean-up and repair effort on Monday, January 21, to mark the 2013 Martin Luther King, Jr. Day Service.

The students joined the Baton Rouge Delta Alumni Chapter of Delta Sigma Theta Sorority, Inc., to be part of volunteer work crews at six schools and three residences in the north Baton Rouge areas.

The headquarters for the group was Living Faith Christian Center, 6375 Winbourne Ave. There was registration and breakfast for volunteers beginning at 6:30 a.m. and site work began at 9 a.m.

The Volunteers worked at: Delmont Elementary, Howell Park, Claiborne and Winbourne Elementary Schools. They also worked at Istrouma High and Prescott Middle Schools.

Houses at 3618 Charles Street, 3407 Wayne Street and 3376 Delaware Street were also on the work list.

This activity was certainly consistent with SUBR's emphasis on service to others and giving something back. The University is proud of those students who participated.

SOUTHERN UNIVERSITY LAW CENTER

Seriousness Of Purpose



THE CHANCELLOR'S REPORT
TO THE
SOUTHERN UNIVERSITY BOARD OF
SUPERVISORS

February 2013

***The Chancellor's Report to the
Southern University Board of Supervisors***

NAME OF CHANCELLOR: FREDDIE PITCHER, JR.

CAMPUS: SOUTHERN UNIVERSITY LAW CENTER

DATE: FEBRUARY 2013

SIGNIFICANT EVENTS/ACCOMPLISHMENTS

SULC Hooding Ceremony Held January 11

Chancellor Freddie Picher, Jr. announced that 26 candidates for the Juris Doctor Degree participated in the Southern University Law Center's Annual Hooding Ceremony, January 11 in A.A. Lenoir.

The Chancellor said this ceremony adds to the graduation experience by making it possible to focus on the candidates and their accomplishments. "It allows law faculty, staff, family and friends to witness this ritualistic hooding of law students in a more intimate setting," he said.

This special Hooding Ceremony does not take the place of Commencement. All graduates will continue to have their degrees conferred at Spring Commencement, Chancellor Pitcher said.

Vice Chancellor for Academic Affairs Russell L. Jones, the Jesse N. Stone, Jr., Endowed Professor, will be the featured speaker at the ceremony.

Vice Chancellor Jones, a 1982 magna cum laude graduate of SULC, teaches courses in criminal law, criminal procedure, and evidence. In 1992, he earned an LL.M. in labor law from the Georgetown University School of Law.

In 2009, Jones founded the SULC Chapter of the Marshall-Brennan Constitutional Literacy Project and serves as its executive director.

Academic Support Programs and Academic Counseling

Academic Support and Academic Counseling continues to schedule and conduct Academic Success Sessions. Ongoing sessions are set for Civil Law Property, Obligations, Constitutional Law and Torts, II.

Twenty-seven students with academic deficiencies are enrolled in the weekly Academic Skills Exam Writing Workshops.

The Office qualified 43 applicants for disability services for the spring semester.

Kudos

Congratulations to Harold Isadore, Associate Librarian, whose effort, on behalf of United Way, garnered \$3,542. This is the second highest amount collected in the Law Center.

On the Go

Vice Chancellor John Pierre has been selected for admission to the American Council on Education (ACE) Spectrum Executive Leadership Program. This eight-month program is designed to further diversify the senior leadership ranks of U.S. higher education by preparing diverse senior level administrators from underrepresented groups to be strong candidates for presidencies and chancellorships. Vice Chancellor Pierre also has been accepted to the 2013 Law & Economics Center Workshops for Law Professors. He will attend "Workshop on Contracting for Law Professors," January 25-28, 2013, in Captiva, Florida; "Workshop on Empirical Methods for Law Professors," May 20-24, 2013, in Arlington, Virginia; and "Economics Institute for Law Professors," July 7-19, 2013, in Avon, Colorado.

Professors Evelyn Wilson and Tom Richard and Associate Vice Chancellor Roederick White have been reappointed by Chancellor Pitcher to serve on the Louisiana Law Institute. Wilson is reporter for the Power of Attorney Abuse Committee, an ad hoc committee; and a member of the Tutorship Procedure Committee. Additionally, she has been appointed to a one-year term as a member-at-large of the Council's Executive Committee.

Alumni News



Jason R. Brown, '01, and Victor J. Suane, Jr., '07 have been elected to the partnership of Kean Miller effective January 1, 2013, both in the Baton Rouge office of the firm. Brown practices in the state and local tax, business, and corporate practice groups. He represents local, state, and national clients in matters involving each of the taxes administered or assessed by the state and local taxing authorities and at each stage of the taxing process. A cum laude graduate of SULC, he was named to the National Law School Dean's List and served

as associate editor of the Southern University Law Review. He earned his B.A., magna cum laude, from Southern University in 1998.

Suane practices in the environmental and litigation groups. He represents local, regional, and national clients in a variety of environmental, regulatory, and general litigation. Also a cum laude graduate of SULC, he was a member of the Southern University Law Review and American Inns of Court. He earned his B.A. in Business Administration from Rhodes College in 1998.



Van Freeman, '12, regional field director for the Obama campaign in Ohio, greets First Lady Michelle Obama during her visit to Cleveland, before the November 2012 Presidential Election. Freeman assisted the Presidential Inauguration Committee with the January installation.

Alejandro "Al" Perkins, '04, is a partner at the law firm of Hammonds, Sills, Adkins, and Guice LLP, effective January 1.



Brandon T. Reed, '12, has joined NACHA, the Electronic Payments Association, as director of government relations. Reed will provide integral support focused on advising regulators, Congressional committees, members of Congress and staff, and other government agencies about the Automated Clearing House (ACH) Network. He will also direct member relations, providing information and assistance so that members can understand and respond appropriately to government initiatives that affect the ACH Network and its participants.

Special Problems

None

Significant Administrative or Policy Changes

None



January 2013

Happy New Year to you all,

Since last I addressed you much has happened here at Southern University at New Orleans. Most notably, Vice Chancellor Woodie White retired after more than a quarter century of service to the University. Mr. White saw SUNO through some very challenging times and his stewardship through the post-Katrina rebuilding as well as his contributions during the SACS accreditation process will not be forgotten.

Prior to his retirement Mr. White offered his thoughts regarding his time at SUNO:

His proudest accomplishment:

"...the last seven years should carry this honor...due to the heretofore uncharted waters and the many challenges that we have overcome, all occurring, it would seem simultaneously."

His message to the SUNO family: "To my friends and colleagues I would like to emphasize the importance of going the extra mile...it will be absolutely essential that all units/departments fully support each other...To our students...everyone should make the most of the opportunities present. Additionally, you should seize every moment presented to promote the tremendous educational opportunities presented at SUNO."

What makes SUNO special?: "The one thing that makes SUNO special is its important role in providing access for the minority and underserved community. Additionally, the close interaction and mentoring provided by the faculty, staff and administrators makes the University unique among its peers."

Looking forward to retirement: "I look forward to spending time with the grandchildren during their summer long visits...(and) there is the proverbial "Honey Do" list...man, I'm tired already. What I will

miss most about SUNO will be the relationships that have developed over the years, the memories of our successes as well as the joy of working together even in the failures."

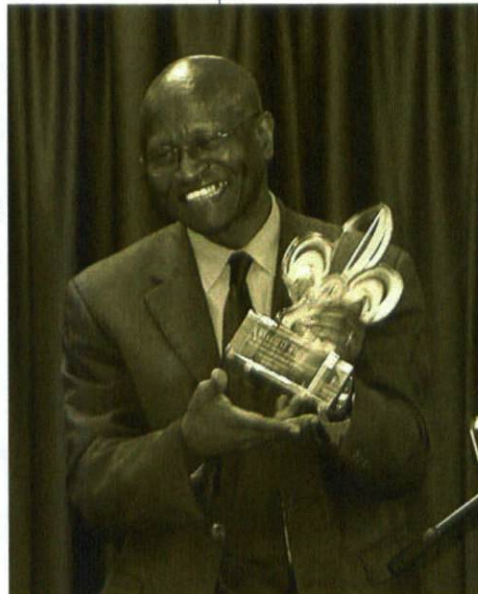
It has been an honor to work with Mr. White over the years and we in the SUNO family wish him nothing but the best in his retirement. To fill those shoes we have tapped Mr. Jullin Renthrope as Vice Chancellor of Administration and Finance. We are certain that he will be

successful in this role and welcome his contributions to the growth of the University.

In other news, the University enters the Spring semester full of renewed energy and focus. Our faculty conference was a great success and registration has held steady compared to this same time last year. As we move towards the home stretch of the academic year, let us continue to lead and guide our students towards their highest levels of achievement. Great things are on the horizon for Southern University at New Orleans and through all of our efforts, united, we shall surpass even our grandest expectations.

Sincerely,

Victor Ukpolo, Ph.D.



College of Arts and Sciences:

MUSEUM STUDIES PROGRAM:

Dr. Riep attended the African Studies Association (ASA) Annual Conference held in Philadelphia, PA where he presented three documentaries for screening. Four Museum Studies Students have completed all of their requirements for graduation in May. They include Ms. Lacey Johnson- Andrews, Ms. Julie Romain, Ms. Keisha Washington and Ms. Elaine Vigne. Ms. Julie Romain presented her Master's Project Exhibition, "Exploring Abstraction," at the McKenna Museum on December 8, 2012 to a large crowd of students, faculty, family, and community.

HEALTH INFORMATION MANAGEMENT SYSTEMS:

The program had its accreditation site visit on November 29-30, 2012 and is awaiting the Board's decision. The Board meets this month. To further the program's goal of excellence, the director, Mrs. Andrea Mignott, has signed a Memorandum of Understanding with the following hospitals:

- Saint James Parish Hospital, Litcher, LA
- Saint Charles Parish Hospital, Luling, LA
- Children's Hospital, New Orleans, LA

GENERAL STUDIES PROGRAM:

The program's brochure has been revised. The Learning/ E-Learning faculty have completed the development of course syllabi to be forwarded to the Curriculum Committee for final review and approval.

College of Education & Human Development:

Accreditation:

General

The CoE & HD closed the Fall 2012 semester with a thorough discussion of its plans to aggressively address the challenges our students are experiencing with the Praxis tests. Two committees were created. One committee is charged with designing tutorial labs that will be linked to each of the four courses that students much take. The other committee is charged with engaging faculty in the College of Arts and Sciences in a collaborative effort to evaluate the content of courses in those areas with the knowledge students are expected to demonstrate in order to pass the Praxis tests.

Child Development and Family Studies

Dr. Wanga attended the SACSCOC Annual Meeting held at the Hilton Anatole in Dallas, Texas December 8-11, 2012.

During the Fall 2012 Close-Out interviews in December with the director, Dr. Wanga, each faculty reported satisfactory progress on the writing of the AAFCS Accreditation Self-Study Report as assigned by Standard as follows: Drs. Suzanne Mayo-Theus and Diane Bordenave (STD. 1: Institutional Environment); Ms. Celina Carson (STD. 2: Instructional Programs); Dr. Pamela E. Wanga (STD. 3: Discovery, Integration, and Application of Knowledge); and Dr. Sherry Bachus (Standard 4: Faculty, Staff, and Students).

Grant Submissions:

Elementary Education

Dr. Louise Kaltenbaugh resubmitted for Value-Added Research grant.

Workshops, Conferences and Scholarly Activities:

Early Childhood Education

Dr. Glenda Allen-Jones serves as an Early Childhood expert with Young Audiences Charter Association.

Child Development and Family Studies

On December 7, 2012, Dr. Diane Bordenave was notified that her article, "Families in the Know" was accepted for publication in *Modern Parents* magazine. Dr. Bordenave also submitted to AAFCS (CUR) research abstracts for oral presentation at the 104th Annual Conference & Expo to be held in Houston, Texas in June 2013.

Dr. Sherry Bachus' abstract entitled "*The Impact of Mental Health Issues on Children, Families, and Communities*" has been accepted for presentation at the 32nd Annual Conference of the Research Association of Minority Professors (RAMP) to be held February 7-9, 2013 in Montgomery, Alabama and on December 20, 2012, and a second abstract entitled, "*The Impact of Mental Health Issues on Children, Families, and Communities*", has been accepted for presentation at the 104th Annual Conference and EXPO at the American Association for Family and Consumer Sciences (AAFCS) to be held June 26-29, 2013 in Houston, TX. Dr. Suzanne Mayo-Theus' abstract, entitled "*Re-establishing Family Bonds Between Incarcerated Mothers and Daughters: The Girl Scouts' Beyond Bars Program*" has also been accepted for presentation at the same conference. Dr. Mayo-Theus' article, entitled "*Engaging Learning Through Research and Reflections of Hurricane Katrina: Changes in Families*" has been accepted for presentation at The Research Association of Minority Professors National Conference in Houston, TX on February 4-6, 2013.

Both Dr. Bachus' and Dr. Mayo-Theus' articles entitled "*An Awareness of Mental Health*" and "*Building and Keeping Good Relationships and Not Have the Holiday Blues*", respectively, have been published in the January 2013 issue of *Cognition Magazine* and Dr. Mayo-Theus has submitted a proposal to the International Society of Educational Biographies for presentation at the Conference to be held April 4 - 6, 2013 in San Antonio, TX., entitled "*The Pedagogy of Teaching Family and Social Policy Using Social Media: In and Outside the Higher Education Classroom.*"

Elementary Education

Dr. Deborah Darby (Assistant Professor of Elementary Education) attended the monthly BTOP meeting through Portland State University held at Goodwill Industries, New Orleans. She also met with the BTOP College Committee to discuss strategies to increase the number of participants in the BTOP program. As of December, there are 225 completers.

Professional Outreach to Students and Community:

Early Childhood Education

Dr. Glenda Allen-Jones continues to serve as a Board Member of the Young Audiences Charter Association, Total Community Action Head Start (advisory board), Louisiana Association for the Education of Young Children and the NFL Yet Boys & Girls Club. She also continues to act as conference liaison for the Greater New Orleans Association for the Education of Young Children.

Child Development and Family Studies

Dr. Sherry Bachus counseled children with mental health disorders December 4, 2012, attended a debriefing meeting at Operation HOPE on December 4, 2012 with regard to involvement with the HOPE Dignity Financial Summit in Atlanta, GA on November 14-15, 2012, and discussed follow-up initiatives with SUNO and Operation HOPE.

On December 19, 2012, Dr. Bachus attended "Hope for the Holiday" - Client and Volunteer Recognition Reception at the Goodwill Training Headquarters sponsored by Operation HOPE and participated in the December 20, 2012 Operation HOPE Entrepreneurial Training Program graduation ceremony, where Dr. Suzanne Mayo-Theus, CDFS Assistant Professor, was guest speaker.

Dr. Suzanne Mayo-Theus participated in the Path to Financial Independence Network Management Meeting on December 7, 2012 and the Military Child Education Coalition Teleconference on "Supporting Military Children" on Dec. 6, 2012 with Dr. Paula Rauch, M.D. and Dr. Helen Kelly of Boston, MA with her website: staystrong.org. (This website was used in CDFS 302 -Current Issues in CDFS: Military Children/Families).

Dr. Mayo-Theus participated in numerous community and faith-based activities, including the New Orleans Faith Based Initiative on Crime in the City of New Orleans, Community Outreach Group for Military Families in New Orleans, the Girl Scouts - Beyond Bars Program, and FEMA's Hurricane Sandy Support Coalition conference calls

Dr. Pamela Wanga met off-campus twice, on December 13 and 20, 2012, with Ms. Linneda McIver, AARP's Associate State Director of Multicultural Outreach to plan and provide orientation for Spring 2013 Practicum placement of CDFS graduating seniors and advised more than fifteen potential transfer students to explain the program and potential transfer credits.

Dr. Wanga worked with Dr. Bordenave to develop a Graduate Follow-up Survey with the intent of creating an active CDFS Alumni Association.

Child Development and Family Studies

Dr. Pamela Wanga completed the review of RTP Portfolios for the College of Arts and Sciences and presented results of her evaluation at the College's RTP Committee meeting on Friday, December 7, 2012. Dr. Wanga also completed the close-out activities with CDFs faculty and submitted the required documents to the Academic Affairs Office.

All CDFS faculty and the director attended the College of Education and Human Development Faculty Meeting at noon on Tuesday, December 4, 2012, participated in advanced registration for spring 2013, and completed web based training for payroll. They also participated in the College of Education and Human Development's Faculty Luncheon held at Mr. Ed's in Kenner at noon on December 12, 2012.

Dr. Sherry Bachus and Dr. Suzanne Mayo-Theus provided updates at the December 4, 2012 COE&HD faculty meeting on their presentation and participation at the Operation HOPE Dignity Financial Summit in Atlanta, GA on November 14-15, 2012. Dr. Bachus also served on the Planning Committee for the COE&HD Graduates Portfolio Presentation.

Elementary Education

Elementary Education attended a faculty meeting pertaining to semester close-out procedures, and continued to advise students, as well as prepare for the end of the semester. All Elementary faculty also participated in Ethics Training.

Dr. Louise Kaltenbaugh and Dr. Kimberly Dickerson participated in an end of the semester lunch with the Honoré students.

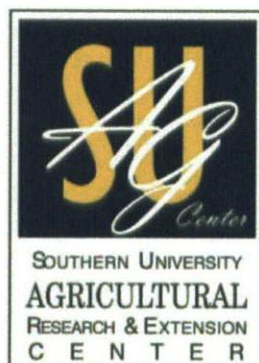
Dr. Deborah Darby enrolled between 25 and 35 Learner Web participants as a part of the Portland State University BTOP.

Mr. Charlie Johnson (Assistant Professor of Elementary Education) attended the Martin Luther King, Jr. Holiday Planning Commission Meeting. He was assigned to chair the student art competition. Additionally, he chaired the New Orleans Chapter of the National Conference of Artists Meeting, as well as coordinated the Martin Luther King, Jr. exhibit, scheduled to open January 21, 2013.

Dr. Katherine Robinson reviewed and approved Student Teaching applications for spring, 2013, designed student teaching acceptance letters, notified applicants of their student teaching status, communicated with potential cooperating school principals and placement coordinators, and made plans for the first Student Teaching Orientation Meeting.

SOUTHERN UNIVERSITY

AGRICULTURAL RESEARCH AND EXTENSION CENTER



Leodrey Williams

CHANCELLOR'S REPORT

Presented to:

Board of Supervisors

Southern University and A & M College System

"Linking Citizens of Louisiana with Opportunities for Success"

FEBRUARY 2013

Number 243-74

SU Board team spends time at SU Ag Center

Southern University Ag Center

Leodrey Williams
Chancellor

Adell Brown Jr.
Exec. Vice Chancellor/Vice Chancellor for Research

Gina E. Eubanks
Vice Chancellor for Extension

Linda Batiste
Director of Finance

Christopher Rogers
Director of Technology Services

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Baton Rouge, LA 70813

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Website:
www.suagcenter.com

Southern University Agricultural Research and Extension Center, an entity of the Southern University System,Leodrey Williams, Chancellor; Ronald Mason, Jr., System President; Attorney Bridget A. Dinvaout, Chairman, Board of Supervisors. It is issued in furtherance of the Cooperative Extension Work Act of December 1971, and the Agricultural Research Program, in cooperation with the U.S. Department of Agriculture. All educational programs conducted by the Southern University Agricultural Research and Extension Center are provided to all persons regardless of race, national origin, or disability. © 2008 SU Ag Center.



Ag Center administrators discuss with Board team

Southern University System Board Chair, Honorable Bridget Dinvaout, and Honorable Ann Smith paid a courtesy visit to the SU Ag Center on December 13, 2012. The new Board Chair was invited to spend time learning about the linkage between the Southern University Agricultural Research and Extension Center at the federal, state and local levels. Administrators, faculty and staff of the Center welcomed our guests and shared pertinent information with them. The Board Chair and Hon. Smith learned firsthand that the SU Ag Center, in sum:

- ◆ Serves research and extension purposes, conducting public service activities throughout the state
- ◆ Provides research-based information which addresses the



Hon. Smith, middle, tours research labs

- ◆ scientific, technology, social, economic and cultural needs of Louisiana citizens
 - ◆ Improves the lives and economic well-being of citizens
 - ◆ Provides outreach, assistance, and resources to 64 Louisiana parishes
 - ◆ Has no student enrollment in the traditional sense
 - ◆ Does not generate revenue from student tuition increases
- Assists SUBR graduate and undergraduate students by providing job and experiential opportunities

- ◆ Develops and implements research and programs which help to prevent and eradicate poverty.
- ◆ Assists with food and nutrition



Hon. Dinvaout, far right, tours facility

- ◆ education programs
- ◆ Receives no funds from the SU System
- ◆ Works with Federal, state and local governments to improve lives of rural and urban citizenry.
- ◆ Develops and implements research and programs that support the College of Agricultural, Family, and Consumer Sciences.
- ◆ Works in collaboration with other campuses in the SU System to conduct research and develop educational programs and activities based on the needs of Louisiana citizens.

For further detail, please contact Dr. Adell Brown or Dr. Gina E. Eubanks at 225-771-2242.

Boatner Ware attends Ag Leadership Class, gains knowledge, doubles crop yield

Louisiana Small Farmer Boatner Ware of Richland Parish farms about 400 acres of wheat, which he double crops with soybeans, on some of the richest soil Louisiana has to offer.

Ware has attended trainings and classes offered by the Southern University Agricultural Research and Extension Center on and off for years. But, it wasn't until he enrolled in the Louisiana Small Farmer Agricultural Leadership Institute that the trainings paid off in a big way.

He cites a particular training that has had a major impact on him, his business and his family. At that training, the leadership class participants had a round table discussion with the leaders of the United States Department of Agriculture agencies in Louisiana, namely, the Farm Services Agency, Rural Development and the Natural Resources Conservation Service. At this meeting, Mr. Ware learned about the Environment Quality Incentives Program (EQIP) offered through NRCS. He once visited the local NRCS office many years ago and was told that the agency had no programs that he could benefit from, so he never returned.



Ware, left, gives a tour of his farm to Ag Institute class and other farmers

Mr. Ware is one of a few African American farmers in his parish. He saw the improvements that were being made on the larger farms, but just assumed that those farmers paid for the improvements made to their land. He had no idea that there were government programs assisting with land improvements. As a result of hearing about EQIP during the leadership class, he visited the office and enrolled in the EQIP program.

Several practices were employed on his farm. Through the EQIP program, more than over half of his 400 acre farm was precision leveled. This one practice increased his wheat yield two-fold and his income by \$100,000 annually.

Another benefit of the Small Farmer Agricultural Leadership Institute that Mr. Ware said he received was an increase in self-confidence and motivation. During these training sessions, he realized that he wasn't just a minority farmer, or an ordinary farmer. He indeed was a very good farmer and that was something to be proud of.

The Louisiana Small Farmer Agricultural Leadership Institute was funded through the Outreach and Assistance of Socially Disadvantaged Farmers and Ranchers (2501) Program. Dawn Mellion-Patin, Ph.D., MBA, Agricultural Specialist, serves project director and can be reached at 225-771-3532.

Southern University Ag Center holds successful spring convocation



Chancellor's welcome



Brown's address



Eubanks recognized



Technology session

The Southern University Ag Center recently held its spring convocation and planning conference at A. O. Williams Hall. The conference brought together all current and some former employees to retreat, reflect, and interact while focusing on strategies to facilitate the development of a five-year rolling plan of work that meets and addresses the needs of the Ag Center's clientele. Vice Chancellor Emeritus Kirkland Mellad, and Professor Emeritus Owusu Bandele, joined the team in charting a path for the future.

In his state of the SU Ag Center address, Chancellor Leodrey Williams praised the faculty and staff for resilience in the face of budget cuts and emphasized the need for accountability under the current economic crisis. Additionally, he asked the faculty and staff to be diligent in their deliberations by designing programs and activities that will meet and address the changing needs of clients. The Chancellor also recognized faculty and staff who had invested 10, 20, and 30 years of service in the SU System. Among those recognized

were: Donna Badon, Kim Butler, Chris Rogers, Linda Jarvis, Gabe Gibeaux, Belinda Mack, Yadong Qi, Roosevelt Payne, Albert Howard, Kamran, Andra Johnson, Gina Eubanks, terry Washington, Katherine Ervin, De'Shoin-York Friendship, Terrence Marshall, and Angela Jackson.

Gina E. Eubanks, Vice Chancellor for Extension and Adell Brown, Jr., Executive Vice Chancellor & Vice Chancellor for Research brought greetings to the convocation participants, praising past performance and encouraging future innovation in developing new skills, techniques and tools that will ultimately generate revenue for the SU System. The three-day conference included training sessions for Technology/communications, presented by Chris Rogers, Director, Office of Technology and Communications and Bridget Udoh, communications specialist; and Finance presented by Linda Batiste, Director of Finance.

Concurrent breakout sessions included: Basic Soils training for extension agents by Kenny Sharpe, County Agent, Livingston Parish and Moderated by

Terrence Marshall; "Keeping Up With Technology Trends," focused on using latest technology efficiently, the workshop was presented by Andre J. LaMothe, President, LaMothe Technology Group and Moderated by Wanda Burke, Director, Southwest Center for Rural Initiatives. The Strategic Planning breakout sessions included: Nutrition and Health, Community & Economic Development, Sustainable Agricultural Systems, Urban Forestry, Family and Human Development, and Youth Development.

Special guest speakers included: Ethel Washington, Human Resource Supervisor, Office of Human Resources, Southern University System; and Ronald Jackson, PhD, Professor, College of Business, Southern University Baton Rouge.

Continued on page 4

Spring convocation

Contd. from page 3

Due to an overwhelming interest indicated, the professional development session entitled “Navigating Academic Hierarchies: Are you on the right path to reaching your career goals?” was moved to Wednesday afternoon. This workshop which provided the necessary knowledge and tools to help junior faculty reach their professional goals in the academic hierarchy was presented by Adell Brown, Executive Vice Chancellor & Vice Chancellor for Research and Moderated by Willie Rawls, Associate Research Director.

Invited panelists for the dialogue included: Roland Mitchell, Associate Professor, Department of Educational Theory Policy and Practice, LSU; Linda Benedict, Associate Director, LSU AgCenter Communications; and Ella Kelley, Interim Associate Vice Chancellor for Academic Affairs and Dean, Honor's College, Southern University.

The convocation culminated with a celebration marking the first anniversary of the Southern University System 100% Tobacco-free

policy which originated from the Ag Center.

Vice Chancellors Brown and Eubanks planned the conference with a committee and were assisted by Oscar Udoh, coordinator for planning and evaluation.

Southern University and LSU Ag Centers celebrate at joint conference

The Louisiana State University and Southern University Agricultural Centers recognized staff and faculty members for outstanding service and research at a joint conference on Dec. 17-18, 2012 hosted at LSU. The conference brought the two centers together to review past achievements while planning strategies for higher accomplishments in serving the institutions, state and nation.

The event was reported by Craig Gautreaux, LSU AgCenter in the December 20, 2012 issue of ZacharyToday.com

“The Southern Agricultural Center recognized two individuals for receiving grants for promoting agriculture. Dawn Mellion-Patin, an agriculture and natural resource specialist, was the recipient of a Louisiana Small Farmer Agricultural Leadership Institute grant that promotes the sustainability of Louisiana small family farms through enhanced business management skills and leadership development.

De’Shoin Friendship York, an associate specialist in nutrition, received the Cooking Healthy Enjoyable Foods Youth Cooking Camp (CHEF) grant that promotes healthy lifestyles among youth by teaching them basic nutrition, food safety, food selection and food preparation skills.”

Southern University System, CoC Network Celebrate 100% Tobacco-Free Policy



The Southern University System (SUS) and Communities of Color Network (CoC) commemorate one year of a healthier, tobacco-free campus to live, work and learn. On January 2, 2012, after a five-year process, the SUS Board of Supervisors approved the 100% Tobacco-free campus policy. This unprecedented measure prohibits smoking and the use of tobacco products in any building, administrative facility, dormitory or on campus grounds, including athletic fields and parking areas.

The successful implementation was initiated and led by Communities of Color Network, an affiliated program of The Louisiana Public Health Institute and The Louisiana Campaign for Tobacco-free Living. CoC Network serves as the infrastructure for educating constituents, building capacity, coordinating, organizing and executing tobacco prevention and control programs and activities targeting African Americans statewide.

In an effort to celebrate this magnificent accomplishment, CoC implemented some special activities statewide such as providing informational booth displays to include policy handouts at Freshmen Orientation and Convocation; an anniversary celebration; a T-shirt Design contest for a 100% Tobacco-free logo; a Smoke Out/Cookout for students, faculty and staff.

Linda Early Brown, Director of Communities of Color Network at the Southern University Ag Center states that, "The Southern University System and CoC are very excited about this life-altering and awe-inspiring opportunity for the students, faculty and staff statewide. We are equally motivated to continue to educate our constituents during the implementation stages of the 100% tobacco-free policy."

Mrs. Brown indicates that, "The 100% Tobacco-free policy will inevitably save lives and create a healthy environment that should be replicated on other college and university campuses."

Congratulations are especially extended to the regional coordinators statewide; namely, Shawntell Harrell, Urina Holt, Latonya Owens, Frankie Poland, and Shirley Simon for their strategic efforts in educating and creating healthier communities and the visionary leadership of Dr. Leodrey Williams, Chancellor and Dr. Gina Eubanks, Vice Chancellor for Extension.

Communities of Color Network Presents Annual H.I.M. Workshop Statewide

SU Ag Center Communities of Color Network (CoC) Regional Coordinators joined forces statewide to enlighten African American men on the harmful effects of tobacco use. Each coordinator held a Healthy Initiative for Men (H.I.M.) event which illustrated how the tobacco companies have polluted African American communities with advertisement of tobacco products. The overall goal of the H.I.M. was to raise awareness and change the mindset of African American men about consuming tobacco products, and to promote healthy lifestyle changes.



Poland shares information at tournament

Mrs. Frankie Poland, regional coordinator in the southeast region of the state engaged over 80 young African American men at the 2nd Annual Magnificent Entertainment Flag Football Tournament. This event provided her an excellent opportunity to get the message out to the teams and spectators. The young men were engaged in face-to-face conversation about how tobacco use impacts their health and their love

ones. Specifically, the young men were concerned about the effect of smoking little cigars.

Many were oblivious of the contents found in the cigars. Resource material and the Quit Line number were provided to participants.



Holt displays anti-tobacco booth in SUSLA

Urina F. Holt hosted an event at Jessie Stone Lecture Hall on the Southern University Shreveport campus, to an audience of approximately 100 individuals, with Judge Sheva M. Sims moderating. The health fair addressed health disparities and the heavy marketing strategies that tobacco industry employs to attract African Americans. Ms. Holt presented a compelling story that demonstrated how tobacco companies advertise excessively in African American communities and how advertising is specifically targeted to these communities. Other local health professional representatives were able to enlighten the audience about healthy living. Ms. Holt's audience included Desoto Parish District Attorney Richard Z. Johnson Jr., men from the local community, young men

and teachers from the SUSLA Upward Bound North Program, and young men and mentors from the Shreveport Kappa League Chapter.



Simon discourages tobacco use at COA

Shirley B. Simon hosted an event at the New Orleans Council on Aging Center to a captivated audience. Simon presented information about one of the biggest threats to African American men which is tobacco use and the exposure to secondhand smoke. Efforts to provide follow-up workshops regarding cessation and secondhand smoke are underway.

Continued on page 7

Annual H.I.M. Workshop

Continued from page 6

In central Louisiana region, **Shawntell Lewis-Harrell** conducted a similar advocacy event with members of The Central Louisiana Brotherhood Movement. This organization consists of various male choruses from several African American Baptist congregations who gather monthly for worship and fellowship. Harrell conducted a presentation to the audience on the dangers of tobacco use and secondhand smoke exposure within communities of color. Following the event, Harrell organized an educational booth display showcasing visuals illustrating the harmful impacts of tobacco upon lives, especially males. During the event, Har-

rell met with constituents one-on-one to discuss consequences of environmental tobacco smoke, tobacco-related illnesses and diseases, cessation strategies and other issues surrounding tobacco prevention and control.

Latonya Owens was inspired to improve the health of men within her community in north Louisiana by hosting an event at the St. John Gymnasium in Bastrop, LA. A challenge was presented to the community leaders to become principal ambassadors to address health issues concerning tobacco use and its impact, as well as, other health concerns such as prostate cancer, stroke and heart disease.

A dynamic workshop was presented followed by a Q & A session. Participants were engaged in small focus groups where they shared their Quit Success stories.

FACULTY AND STAFF ACCOMPLISHMENTS AND ACTIVITIES

Publication:



Dr. James McNitt, professor emeritus, animal science, published a peer-reviewed article in the December issue of *Elsevier journal* under the livestock science section, Volume 150, Issue 1, Pages 1-10, December 2012.

The article is entitled “Housing of rabbit does: Group and individual systems: A review.”

The article explains that the aim of the review is to compare group and individual housing systems for rabbit does, focusing on production and some welfare aspects. Some information about the benefits and costs of group-living European wild rabbits is also provided.

Elsevier journal is a collection of journals available at <http://www.elsevier.com/>. *Livestock Science* is part of the collection and promotes the sound development of the livestock sector by publishing original, peer-reviewed research and review articles covering all aspects of this broad field. The article is available at [Housing of rabbit does](#).

Dr. Fatemeh Malekian, associate professor, nutrition, and **Linda Early Brown**, director, communities of Color Network, attended and presented a poster titled “Putting Your Heart into your Health” at the 13th Research Centers in Minority Institutions (RCMI) International Symposium on Health and Disparities in San Juan, Puerto Rico. The number of participants at this conference was around 1,800. The poster presentation received substantial attention because of the holistic approach utilized as it relates to healthy eating and the use of tobacco products during cessation.

The RCMI programs provide and support research infrastructures to offer services that will facilitate the conduct of multidisciplinary collaborative research in health disparities; target specific technical and health disparities areas for development; provide funding for research activities to support them; and promote the professional development of faculty, graduate students and technical personnel working in these areas.

Dr. Kamran Abdollahi has been selected to serve as the National Committee Chair to the National Association of University Forest Resources Programs for 2013. Abdollahi is a professor and

chair of SU Ag Center’s Urban Forestry Program.

The National Association of University Forest Resources Programs (NAUFRP) represents 69 of the country’s most prestigious universities and their respective scientists, educators and extension specialists.

NAUFRP’s purpose is to advance the health, productivity, and sustainability of America’s forests by providing university-based natural resource education, research, science, extension and international programs.

FACULTY AND STAFF ACCOMPLISHMENTS AND ACTIVITIES CONTD.

Patricia Lee, Assistant Agent, Family & Consumer Science conducted Emergency Preparedness workshop on January 18 for 34 Caddo Parish Head Start Food Service workers. The workshop generated valuable feedback from some of the attendees. One participant reported, "I learned what to do for my job, and how to prepare my family to handle emergencies during my absence." Others stated that: "I learned how to prepare my kitchen using proper storage techniques for emergency," and "I learned how to prepare and what to place in an emergency kit."



Head Start food service workers at emergency preparedness workshop



Lee addresses audience at workshop

UPCOMING EVENTS

February 21: Black History Quiz Bowl, SU Ag Center Auditorium. For further details, please contact Owusu Bandede at obandede@cox.net or 225-771-2242.

February 28-March 2: 70th Annual Livestock Show. For further details, please contact Christie Monroe at 225-771-4350 or via email at christie_monroe@suagcenter.com

March 14-16: Louisiana Small Farmer Conference, A. O Williams Hall. For further details, please contact Dawn Mellion Patin at 225-771-2242.

April 4: Small Business Procurement Conference, Southern University, Baton Rouge, LA. For more information, please call (504)589-2756, (504)589-6688, or (504)589-6690.

April 12-13: 44th Annual Horse Show and Trail ride. For further details, please contact Christie Monroe at 225-771-4350 or via email at christie_monroe@suagcenter.com

May 4: Small ruminant field day, Ag Center, 8 am-5 pm. For further details, please contact Lisa Gray at 225-771-3843 or via email at lisa_gray@suagcenter.com

The logo for Southern University Shreveport Louisiana, featuring the acronym 'SU SLA' in a large, blue, serif font with a gold outline. A gold horizontal bar is positioned across the middle of the letters, containing the text 'SOUTHERN UNIVERSITY SHREVEPORT LOUISIANA' in a smaller, blue, sans-serif font.

SU SLA

SOUTHERN UNIVERSITY SHREVEPORT LOUISIANA

Excellence • Integrity • Accountability • Service

February 2013

Chancellor's Report

**Presented: Dr. Ray L. Belton, Ph. D.
Chancellor**



Chancellor's Report Dr. Ray L. Beaton, Chancellor

STUDENT SUCCEED WITH PROJECT SUCCESS INITIATIVES



Nursing Student Akilah A. Green *"Life Has a Purpose"*

SUSLA's nursing student Akilah A. Green says her career goal is to be successful...period. "Success to me," she says, "includes a good academic record to show people that you are hard-working. You have to take risks and make sacrifices in order to succeed; and sadly a lot of people don't because they fear failure.

Dreams do come true! After graduating from Southwood High School, a semester early in January of 2010, I was not exactly sure of what I wanted to do. After much prayer and preparation, I decided to attend Southern University at Shreveport.

When I entered the nursing program at SUSLA, I really didn't have an opportunity to save money for college but through one of the university's programs, Project Success; it gave me the security in knowing that I would not have to worry about trying to work and maintain the grades needed to successfully complete nursing school. The uniforms and books supplied by Project Success lifted a great financial burden for me and my family.

Ms. Newanna Williams, one of my instructors was very instrumental in helping me to achieve my goals as well. There were days that I felt like giving up but she continued to push me to strive for perfection. I now look at nursing as a profession that allows me to be a blessing to others which is how I will be blessed.

"To be honest, my success came from a good education from Southern University at Shreveport"

Akilah's anticipating beginning RN-BSN program in April of 2013. Her ultimate goal is to obtain her doctor of Nursing Practice (DNP) as Certified Registered Nurse Anesthetist (CRNA).

Akilah is presently employed at Good Shepherd Medical Center in Marshall Texas as a Graduate RN. Her start date was January 7, 2013. She's excited about her new career a most importantly, making her own money.

Akilah says she wouldn't be where she is without help. ***"But as I was growing up, there are people who helped and directed me, and I want to give something to those who are following me,"*** she said. I would like to do nursing mission trips around the world mainly just to give back. ***"What some people did for me really made an impact, and it doesn't always have to be a monetary thing to make life better. Like they say -- you reap what you sow"***.

SUSLA Campuses Celebrates One Year Tobacco-Free

On Thursday, January 24, 2013, the Southern University System (SUS) and Communities of Color Network (CoC) commemorated one year of a healthier, tobacco-free campus. On January 2, 2012 the SUS Board of Supervisors approved the 100% Tobacco-free campus policy. This unprecedented measure prohibits smoking or the use of tobacco products within any University buildings and student housing.

The two day event was hosted at the SUSLA Metro Center and MLK campuses with a cake cutting ceremony, along with display and a "Call to Action". Shreveport Mayor, The Honorable Cedric B. Glover acknowledged the celebration with a proclamation declaring the City recognizing SUSLA's campuses as a healthier and smoke-free environment.

Linda Early Brown, Director of Communities of Color Network at the Southern University Ag Center states that, *"The Southern University System and CoC are very excited about this life-altering and awe-inspiring opportunity for the students, faculty and staff statewide. We are equally motivated to continue to educate our constituents during the implementation stages of the 100% tobacco-free policy."* Mrs. Brown stated, *"The 100% Tobacco-free policy will inevitably save lives and create a healthy environment that should be replicated on other college and university campuses."*



Dr. Ray L. Belton, Chancellor and Regional Coordinator,
(CoC) Urina F. Holt

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