Executive Committee
9:00 a.m.
Friday, February 29, 2008
Southern University at Shreveport Metro Center
3rd Floor Multi Media Rooms 310 & 311
Shreveport, Louisiana

AGENDA

1. Call to order and Invocation
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Review and recommendation regarding the request from Professor Arthur Stallworth (SULC) for a hearing of his grievance appeal (Executive session may be required)
6. Other Business
7. Adjournment

Members
Mr. Myron K. Lawson (Chair); Mrs. Lea P. Montgomery (Vice Chair);
Atty. Tony M. Clayton, Mr. Johnny G. Anderson, Rev. Jesse B. Bilberry,
Atty. Warren A. Forstall, Mr. Herman Hartman, Sr.; Rev. Samuel C. Tolbert,
Ms. Jean E. Ware, Mr. Achilles Williams
February 8, 2008

Board of Supervisors
Southern University and A&M College System
J S Clark Administration Building
Baton Rouge, Louisiana 70813

RE. Request for Hearing on Appeal to the
Southern University Board of Supervisors

Dear Mr. Chairman and Board Members

Please be advised that we represent Professor Arthur E Stallworth. This letter acknowledges receipt of President Slaughter’s letter notifying my client that the Executive Committee of the Board will preliminarily consider his appeal at its meeting in Shreveport on February 29, 2008. In light of the time and place of the February meeting, my client and I will not be able to attend. However, I hereby request that the Board grant Professor Stallworth a hearing to fully discuss this matter firsthand. We definitely do wish to participate in any hearing granted by the Board.

The Board of Supervisors is charged with awesome responsibilities and to discharge its responsibilities necessarily relies heavily upon the information and advice it receives from its advisors. However, when the Board approved Chancellor Pitcher’s recommendation, in this particular matter, Professor Stallworth believes that the Board was not fully informed of all the facts and ramifications.

The thread that resonates throughout Professor Stallworth’s grievance is a plea for fairness, due process, equal treatment. Our client has consistently sought relief from a breach of contract. The Chancellor acknowledges entering into an agreement with my client. The employment records will show that my client performed, as agreed upon, as Vice Chancellor of the Law Center. The only thing that is now absent is the just compensation due my client for his time and services rendered under this contractual agreement. Failure to justly compensate my client is a serious breach of contract and has other legal ramifications.

To further reiterate Professor Stallworth’s grievance, his salary was arbitrarily reduced through enforcement of an undisclosed policy. Our constitution guarantees all citizens protection from unlawful deprivation of life, liberty and property without due process. Decisions to deprive an employee of his property cannot be made on an arbitrary and ad hoc basis. It is a violation of the Constitution of the United States and the State of Louisiana to allow a university official to have unfettered discretion to adversely affect property rights in and to the compensation of law center faculty members without providing any standards, criteria, or safeguards for the exercise of this discretion.
In conclusion, I again request that the Board of Supervisors grant Professor Stallworth an opportunity to be heard by granting him a hearing on this matter. Thank you for your time and consideration.

If there are any questions that the Board has or if the Board needs any additional information, the Board’s attorney is welcome to contact me and we will be happy to cooperate in any way we can.

With kindest regards, I remain

Sincerely yours,

J Arthur Smith, III

CC  Arthur Stallworth
     Frances Smith
February 1, 2008

Mr. Arthur Stallworth
4553 Salem Drive
Baton Rouge, LA 70814

RE Appeal to Board of Supervisors

Dear Mr. Stallworth

Your request for the hearing of your grievance by the Southern University Board of Supervisors was received and is hereby acknowledged. It will be considered by the Executive Committee of the Board at its meeting on Friday, February 29, 2008. The February meeting of the Committee will be held at the Metro Center, the downtown campus of Southern University at Shreveport, located at 610 Texas Street. While the time of the Executive Committee meeting is not certain, Board Committee meetings are set to begin at 9:00 a.m. and continue in order until all committees have convened.

The Executive Committee will consider the record that has been submitted by you and the Administration and make a recommendation to the Board on granting you a hearing at a future meeting of the Board. While your presence is not required, you have the right to be present for this meeting, and to bring a representative of your choice with you. If the Committee has questions regarding the substance of your appeal or other related matters, you may be asked to respond to any matters that the Committee needs to clarify during its deliberations. Following its review of the record, the Committee will act on your request for a hearing and make a recommendation in this regard to the Board. If a hearing is granted, you will be notified of the location, time and date that is set for it.

Please provide the evidentiary record that you would like the Committee to review and the record of other actions taken on your grievance to Mr. Henrietta Vessel in the Board's Office no later than February 8, 2008. This information is required so that members of the Committee may receive it to review prior to the meeting.

If you have questions or need information in this regard, you may contact Mrs. Vessel at (225) 771-4600 or Mr. Frances Smith in my office at (225) 771-4680.

Sincerely,

Ralph Slaughter, Ph.D.
President
Southern University System

RS/s

cc Mr. Myron Lawson
Chancellor Freddie Pichon

"An Equal Educational Opportunity Institution"
SOUTHERN UNIVERSITY LAW CENTER
Post Office Box 9294
Baton Rouge, Louisiana 70813-9294

FACULTY
(225) 771-4910
FAX (225) 771-5913

January 4, 2008

Chairman, and members of the
Board of Supervisors
Southern University System
Baton Rouge, Louisiana 70813

Re: Grievance Appeal

Dear Mr. Chairman and Members of the Board of Supervisors,

Please be advised that I am appealing the President’s decision to deny my grievance regarding a salary dispute. I am hopeful this matter can be resolved amicably. This grievance process was initiated in December 2006 with a letter to Chancellor Freddie Pitcher, Jr. Subsequently, I appealed the Chancellor’s decision to President Slaughter. On December 27, 2007, I received a single envelope from the President’s office containing two (2) letters addressing my grievance. The President has denied my appeal, therefore, I am appealing to the Board of Supervisors for relief.

In January 2005, I informed the Chancellor that I would be resigning my duties as Vice Chancellor effective June 30, 2005. In May 2005, the Chancellor asked me to reconsider my decision and stay in the role of Vice Chancellor for one more year. After several discussions about compensation, the Chancellor offered me a 10% increase in salary to $143,797. I accepted the Chancellor’s offer and agreed to continue in the role of Vice Chancellor.

I performed my part of the agreement dutifully and without reservation, but the 10% increase in my salary never materialized. The reason I was given for not receiving the increase was that the increase was “frozen” as a result of the Governor’s Executive Order issued in response to Hurricane Katrina. The Chancellor and the President have chosen to honor this binding agreement, therefore, I am appealing to the Board of Supervisors to honor this agreement and to restore the compensation lost as a result of this breach of contract blamed on Hurricane Katrina.

As to the issues of fairness, due process and equal treatment, I did not receive the expected 10% increase in pay; instead, I was unpleasantly surprised with a 10% decrease in my then current salary. In June of 2006, the Chancellor informed me that because of a policy, which I was completely unaware of, he had to reduce my salary. He also told me that “they” could reduce my salary by 20%, but he would not help me by reducing my salary only 10%. I informed the Chancellor that I was not aware of the policy and that it was my desire to keep my salary. He responded that this proposal was the best that he could do.
I have been an employee at the Law Center since 1991, and this is the first time a Chancellor has quoted me this policy. As I informed Chancellor Pitcher, my employment status, since 1993, has been that of a regular tenure faculty member who, in addition to his assigned faculty duties and responsibilities, performed the administrative duties of the vice chancellor. At no time during this period did the Law Center Chancellor or any university official inform me of, nor did I agree to, any salary reduction scheme or formula affecting my position, duties or salary.

Fundamental fairness and due process requires that an employer give adequate notice to its employees of the terms and conditions of employment so that the employee can make an informed decision. It is unconscionable for an employer to fail to disclose adverse terms and conditions of employment that could later cause the employee to suffer economic harm. Whether the failure to disclose was deliberate or inadvertent, the result is that I have been harmed with an economic loss. For Southern University, through its agents, to now reveal and apply to me a previous undisclosed policy after 13 years of service is unfair, unreasonable and a breach of contract.

Although the failure to disclose and breach of contract are serious infractions, the most egregious thing about this situation is the fact that after being advised of this policy and suffering a reduction in salary, I discovered that the Chancellor did not impose this policy on another faculty member who also performed administrative duties. The faculty member relinquished her administrative duties and was assigned additional teaching duties, but suffered no reduction in salary. Given that the Southern University System is an equal opportunity employer adhering to a nondiscriminatory policy in its employment practices, then as an employee, I expect to be accorded Due Process, as well as, fair and equal treatment. As I informed the Chancellor that, if such a policy existed, he could not arbitrarily and capriciously choose to apply it at his discretion to favor one employee over another.

Such disparate treatment by the Chancellor is blatantly unfair and discriminatory which violates my civil rights under the Equal Protection and Due Process Laws of the Constitutions of the United States and the State of Louisiana. I believe that after several discussions with the Chancellor, he has been afforded ample opportunity to remedy this situation but has knowingly and willfully continued his discriminatory course of action in maintaining the reduction in my salary.

Therefore, in view of this breach of contract and unconstitutional deprivation of property, I appeal to you to honor the Chancellor's contractual agreement to increase my salary and to restore the loss of compensation I have suffered.

If you need to discuss this matter with me before your decision, you can reach me at (225) 936-5598.

Thank you for your time and consideration. With kindest regards, I remain

Sincerely,

[Signature]

Arthur E. Stanford
Professor, Southern University Law Center
December 1, 2006

Freddie Pitcher, Jr., Chancellor
Southern University Law Center
P O Box 9294
Baton Rouge, L A 70813

RE: Grievance

Dear Chancellor Pitcher,

You recently recommended to the Southern University Board of Supervisors for approval, a figure you claimed to be my salary. Apparently you did not mention to the Board that the figure recommended to them was arbitrarily selected by you and has come under dispute and protest by me. As you know, you told me that you had to take my money because of a policy which required you to reduce my salary. You told me that "they" could reduce my salary by 20%, but that you would help me by only reducing my salary by 10%. I then informed you that I wanted to keep my salary at $130,725.00. You then responded that was the best you could do.

Since that time, I proceeded to inquire about the policy you claim to be acting under and discovered that no such policy exist for this system. My inquiry included board members and other university officials regarding their knowledge of such a policy and its application. No one was aware of this phantom policy and was surprised that you would enforce such an illegitimate thing.

I have been an employee of the Law Center since 1991 and have never seen, nor been made aware of such a policy. During my orientation as a new employee of Southern University, I was given the rules, regulations and policies of the university and the Law Center. None of the aforementioned documents contained the policy you now want to impose on me.

Since 1993, my employment status has been that of a tenured faculty member who, in addition to his teaching responsibilities, performed administrative duties of the vice chancellor. At no time was I informed of the likelihood of a salary reduction, nor have I ever agreed to any such reduction. I have never been informed nor have I ever agreed to my salary being subject to any appomtement.
Furthermore, the terms and conditions of my employment at the time I accepted the additional duties of vice chancellor, 13 years ago, did not include your new found policy. For you to now alter or impose more burdensome conditions is unconscionable and a breach of contract.

Since our most recent discussion on this matter, we are now both aware that the policy you wish to impose on me is non-existent. As such, the authority and justification you claimed to have derived from such a bogus policy is also non-existent. Nevertheless, in spite of your knowledge that no such policy exist, you have continued in your determination to deprive me of my money. As a tenured faculty member, I have acquired a property interest in my position and salary. My salary is not subject to arbitrary and capricious manipulation by you or anyone else. You unilaterally and summarily exceeded your authority when you took my property. Even though you now know that no such policy exists, you have knowingly, intentionally, willfully and wrongfully deprived me of my property which violates my constitutional rights to due process under state and federal law. You have taken my property without my authorization and converted it to some other purpose other than for my use.

In addition to your intentional deprivation of my property, you have chosen to treat me, for some illegitimate reason, differently than you have treated other faculty members who also had administrative duties but suffered no salary reduction. The expected equal treatment in being assigned additional teaching duties with no salary reduction. Such disparate treatment and blatant disregard for fairness reeks of discrimination which violates my civil rights guaranteed by the equal protection laws of the U.S. Constitution.

In that you have taken my property without legal authorization I ask that you restore my salary with interest from date of deprivation.

I am also appealing to you to honor your commitment to increase my salary by 10% ($145,797) in fall 2005, which as a result of Hurricane Katrina was frozen by the Governor’s executive order. I upheld my end of the agreement and I am asking you to do the same.

Thank you for your time, with kindest regards, I remain,

Sincerely,

[Signature]

Ahmure Stallworth
Professor
RE Arthur F Stallworth

Francis,

Attached are copies of the two letters I sent to Stallworth in connection with the grievance he filed regarding his dissatisfaction with receiving a salary reduction when he voluntarily stepped back to a nine-month faculty position, along with his letter of grievance dated December 1, 2006.
December 7, 2006

Mr. Arthur E. Stallworth
Professor of Law
Southern University Law Center
Baton Rouge, LA 70813

Dear Professor Stallworth,

I have reviewed the various claims set forth in your grievance and find that they are without merit.

I consulted with Mr. Tolar White, Vice President for Financial Affairs for the Southern University System, and Winston Decur, Attorney for the Southern University Board of Supervisors, who assured me that my position regarding the System’s Policy of reducing the pay of a twelve-month employee when that person assumes a nine-month position, by either proration or by cutting the pay by as much as 30%, is correct. In some cases, I was told the nine-month person who returns to the faculty could actually get a raise, but that scenario does not apply in your situation since you are now the highest paid person in your rank.

You also contend that you are entitled to a nine-month salary of $143,797, the figure that I was to submit to the President in 2005, which did not occur because of Hurricane Katrina and the Governor’s spending freeze. You also demanded that I add an additional 10% to the salary you currently receive. These claims likewise are without merit. No personnel action forms were ever executed and signed by the Systems President or Board of Supervisors granting you a raise to the claimed amount. In an effort to reach a compromise with you and out of respect for your years of service as Vice Chancellor, I used the figure of $143,797 in my final calculations for your faculty pay raise and gave you 90% of that amount. I am just dumbfounded and appalled that you now claim a property right for something that was never officially approved by the appointing authorities.

In closing, I remind you that it was your decision to step down from your twelve-month position as Vice Chancellor and return to a nine-month tenure faculty position. It defies logic that you desire to be paid your twelve-month salary for a faculty position, which is only a nine-month position.

"An Equal Educational Opportunity Institution"
Hence, your claim for restoration of pay, with interest, is denied.

I advise you that you have a right to appeal this decision to the Dr. Ralph Slaughter, President of the Southern University System, and then to the Board of Supervisors should you not get the relief you seek.

With kind regards, I am

Sincerely,

[Signature]

Freddie Pitcher, Jr. (Judge Ret.)
Chancellor
December 11, 2006

Mr. Arthur P. Stallworth
Professor of Law
Southern University Law Center
Baton Rouge, LA 70813

Dear Professor Stallworth

I write to correct a statement I made in my letter to you dated December 7, 2006. In calculating your nine-month salary that I proposed to the Board of Supervisors, I used $143,000.00 even as a projected base and then gave you 90% of that amount to come up with a nine-month salary of $128,700.00, instead of $143,797 as I suggested in my letter.

Sincerely,

[Signature]

Freddie Pitcher Jr. (Judge Ket)
Chancellor

"An Equal Educational Opportunity Institution!"
December 19, 2006

Dr. Ralph Slaughter, Ph.D.
President, Southern University System
Southern University
Baton Rouge, Louisiana 70813

RE: GRIEVANCE

Dear Mr. President,

Please be advised that I have begun the grievance process to appeal the Chancellor’s decision to reduce my salary. I was hoping this matter could be resolved amicably without resorting to the grievance process, but to no avail.

As you are aware, I no longer serve in the role of vice chancellor and as a result, the Chancellor has reduced my salary. The Chancellor told me that because of a policy, which I was completely unaware of, he had to reduce my salary. He also told me that “they” could reduce my salary by 20%, but he would help me with reducing my salary by only 10%. I informed the Chancellor that I was not aware of the policy and that it was my desire to keep my salary. He responded that his proposal was the best that he could do.

Due to my unfamiliarity with this policy, I began to inquire among high-level university officials as to its existence and application. To my surprise, none of the university officials I spoke with were aware of this policy. I have been an employee at the Law Center since 1991 and this is the first time a Chancellor has quoted me this policy.

As I informed Chancellor Pitcher, my employment status since 1993, has been that of a regular tenured faculty member who, in addition to his assigned faculty duties and responsibilities, performed the administrative duties of the vice chancellor. At no time during this period did the Law Center Chancellor or any university official inform me of, nor did I agree to, any salary reduction scheme or formula affecting my position. I know you can agree with me that it is unconscionable
for an employer to fail to disclose adverse terms and conditions of employment that could later cause the employee to suffer economic harm. Whether the failure to disclose was deliberate or inadvertent, the result is that I have been harmed with an economic loss. For the Chancellor to now reveal and apply a previously undisclosed policy to me after 13 years of service is unfair, unreasonable and a breach of contract.

Although the failure to disclose and breach of contract are serious infraction, the most egregious thing about this situation is the fact that after being advised of this policy and suffering a reduction in salary, I discovered that the Chancellor did not impose this policy on another faculty member who also performed administrative duties. The faculty member relinquished her administrative duties and was assigned additional teaching duties but suffered no reduction in salary. Given that the Southern University System is an equal opportunity employer adhering to a non-discriminatory policy in its employment practices, then as an employee, I should expect and be accorded fair and equal treatment. As I informed the Chancellor that, if such a policy existed, he could not arbitrarily and capriciously choose to apply it at his discretion to favor one employee over another. Such disparate treatment by the Chancellor is blatantly unfair and discriminatory which violates my civil rights under the Equal Protection Laws of the Constitutions of the United States and the State of Louisiana. I believe that after several discussions with the Chancellor, he has been afforded ample opportunity to remedy this situation but has knowingly, wilfully and intentionally, continued his discriminatory course of action in reducing my salary.

Therefore, in view of the Chancellor’s reckless disregard for my civil rights and the System’s non-discriminatory policy, I appeal to you for equal treatment in the restoration of my salary.

In addition, I have asked the Chancellor to honor his agreement to increase my salary by 10% beginning the fall 2005 which, as a result of Hurricane Katrina, was frozen by the Governor’s Executive Order. This agreement was the result of me advising the Chancellor that I would relinquish the role of vice Chancellor effective June 30, 2005. The Chancellor asked me to consider staying for one more year. After several discussions, I agreed to continue in the role of vice Chancellor and the Chancellor agreed to increase my salary by 10% to $143,797. I upheld my end of the agreement but the 10% increase never materialized. In that my 10% raise was a casualty of Hurricane Katrina, I appeal to you to restore the loss I incurred as result of Hurricane Katrina.

If you need to discuss this matter with me before your decision, you can reach me at (225) 936-5598.

Thank you for your time and consideration.

Sincerely,

[Signature]

Arthur E. Stallworth
Professor, Southern University Law Center
December 20, 2007

Mr. Arthur Stallworth  
Professor  
Southern University Law Center  
4553 Salem Drive  
Baton Rouge, LA 70813

--- RE - GRIEVANCE ---

Dear Mr. Stallworth,

This comes as a follow-up to communications that I have received from you relative to your appeal of the faculty salary set for you by Chancellor Freddie Pitcher following your resignation as an Administrator and your return to the faculty at the Law Center. A review of the record in my office indicates that a response to your complaint was in fact prepared, however, I have not been able to document that it was transmitted to you. Therefore, I am attaching a copy of that response to this letter for your information and consideration. While this response basically addresses the issues that you raised in your December 12, 2006 letter, there is other information that will make my position clearer in this regard.

First, you did not identify the “high-level university officials” with whom you interacted with regard to how salary adjustments are to be made when employees return to previously held positions after having served as administrators. The salary recalculation process that is currently used was implemented by Dr. Delores Spikes and, with some revision, was confirmed by Dr. Leon Tarver, and, now, by my administration. When the policy was set, taken into consideration was the fact that employees who accepted positions as administrators were generally paid additional funds for the added responsibilities. In the case of faculty members who assume administrative duties and serve in those positions for an extended period of time, when the employee no longer serves as a 12 month administrator and the added duties are no longer applicable, we applied a calculation to determine how their salary would be set upon returning to the faculty. 30% of the administrator’s salary received by the returning faculty/unclassified employee would be the base. If this resulting salary placed the faculty employee, as in your case, in the range for their class, rank, and status for the nine month period then that salary was set. If the salary dropped below the range for the nine month faculty position, usually due to the fact that administrators tend not to get regular salary adjustments in line with those given faculty then a suitable adjustment is made to bring the faculty member to or above the floor. Both of these factors were met and exceeded in your case.

An Equal Educational Opportunity Institution
I do not agree with you that it is unconscionable that Chancellor Pitcher did not discuss with you the fact that your 12 month salary as Vice Chancellor would not transfer with you when you resigned to become a member of the faculty for nine months. If you do the calculations, Chancellor Pitcher’s actions resulted in your monthly salary as a faculty member being more than that you received as Vice Chancellor.

I do not find any basis for granting your request to maintain the salary that you received as Vice Chancellor for twelve (12) months as your faculty salary for nine (9) months.

Sincerely,

[Signature]
Ralph Slaughter, Ph.D., CPA
President
Southern University System

RS/s

Enclosure

xc Chancellor Freddie Pitcher
February 15, 2007

Mr. Arthur Stallworth
Professor
Southern University Law Center
P.O. Box 9294
Baton Rouge, LA 70813

--- RE Appeal to the Board of Supervisors ---

Dear Mr. Stallworth,

This comes as a follow-up to my acknowledgment of the receipt of your grievance, dated December 19, 2006, to respond to your appeal of the decision of Chancellor Freddie Pitcher to adjust your salary upon your return to full-time teaching duties after you served as the Vice Chancellor and as his Special Assistant.

Your grievance complains that Chancellor Pitcher reduced your salary based on his reference to a policy that allowed him to set your nine (9) month faculty salary at 80% of the administrative salary paid to you as Vice Chancellor.

In the past when those who have served as administrators return to their faculty or unclassified positions, the University has developed a process to govern return to their prior regular positions. In your case, your return to the position of a full-time tenured member of the Law Center faculty will be governed by two considerations. As a professor of law, when applying the 80% salary computation to the administrative salary that you were previously paid, the Chancellor is expected to assure that the adjustment insures that your new salary falls within the range for a faculty member with your rank and years of service and that it is not below the floor for comparable salaries within the SREB. A review of the adjustment to your salary that was been made by Chancellor Pitcher in determining what you are to be paid upon your return to the faculty, places you in the enviable position of being among, if not, the highest paid faculty member in the Law Center and at a higher monthly salary. Therefore, both considerations for determining the salary that you should be paid have been met. In fact, both have been exceeded.

The University has established a process for computing the salary of employees who return to the faculty or other levels of service after having served a tenure as an administrator. You question the existence of such a policy and the fact that your salary of $149,405 for twelve (12)

"An Equal Educational Opportunity Institution"
Mr. Arthur Stallworth  
RE: Appeal to the Board of Supervisors  
Page 2

months ($12,450.42/month) as Special Assistant to the Chancellor was adjusted to a salary of $128,535 for nine (9) months ($14,281.67/month). I will assure you that what has been computed as a salary for you to govern your return to the faculty does not meet the 80% rule, however, it does suggest that your service as an administrator was valued as you were certainly rewarded upon your return to the faculty.

I do not find any basis for granting your request to maintain the salary that you received as Vice Chancellor for twelve (12) months as your faculty salary for nine (9) months.

Sincerely,

______________
Ralph Slaughter, Ph.D. - GPA
President
Southern University System

R.S./s

Enclosure

cc: Chancellor Freddie Pitcher
SOUTHERN UNIVERSITY LAW CENTER
Post Office Box 9294
Baton Rouge, Louisiana 70813-9294

FACULTY
(225) 771 4910
FAX (225) 771 5913

January 4, 2008

Chairman, and members of the
Board of Supervisors
Southern University System
Baton Rouge, Louisiana 70813

Re: Grievance Appeal

Dear Mr. Chairman and Members of the Board of Supervisors,

Please be advised that I am appealing the President's decision to deny my grievance regarding a salary dispute. I am hopeful this matter can be resolved amicably. This grievance process was initiated in December 2006 with a letter to Chancellor Freddie Pitcher, Jr.

Subsequently, I appealed the Chancellor's decision to President Slaughter. On December 27, 2007, I received a single envelope from the President's office containing two (2) letters addressing my grievance. The President has denied my appeal, therefore, I am appealing to the Board of Supervisors for relief.

In January 2005, I informed the Chancellor that I would be resigning my duties as Vice Chancellor effective June 30, 2005. In May 2005, the Chancellor asked me to reconsider my decision and stay in the role of Vice Chancellor for one more year. After several discussions about compensation, the Chancellor offered me a 10% increase in salary to $143,797. I accepted the Chancellor's offer and agreed to continue in the role of Vice Chancellor.

I performed my part of the agreement dutifully and without reservation, but the 10% increase in my salary never materialized. The reason I was given for not receiving the increase was that the increase was "frozen" as a result of the Governor's Executive Order issued in response to Hurricane Katrina. The Chancellor and the President have chosen not to honor this binding agreement, therefore, I am appealing to the Board of Supervisors to honor this agreement and to restore the compensation lost as a result of this breach of contract blamed on Hurricane Katrina.

As to the issue of fairness, due process and equal treatment, I did not receive the expected 10% increase in pay, instead, I was unpleasantly surprised with a 10% decrease in my then current salary. In June of 2006, the Chancellor informed me that because of a policy, which I was completely unaware of, he had to reduce my salary. He also told me that "they" could reduce my salary by 20%, but he would help me by reducing my salary only 10%. I informed the Chancellor that I was not aware of the policy and that it was my desire to keep my salary. He responded that this proposal was the best that he could do.
I have been an employee at the Law Center since 1991 and this is the first time a Chancellor has quoted me this policy. As I informed Chancellor Pitcher, my employment status, since 1993, has been that of a regular tenure faculty member who, in addition to his assigned faculty duties and responsibilities, performed the administrative duties of the vice chancellor. At no time during this period did the Law Center Chancellor or any university official inform me of, nor did I agree to, any salary reduction scheme or formula affecting my position, duties or salary.

Fundamental fairness and due process requires that an employer give adequate notice to its employees of the terms and condition of employment so that the employee can make an informed decision. It is unconscionable for an employer to fail to disclose adverse terms and conditions of employment that could later cause the employee to suffer economic harm. Whether the failure to disclose was deliberate or inadvertent, the result is that I have been harmed with an economic loss.

For Southern University, through its agents, to now reveal and apply to me a previous undisclosed policy after 13 years of service is unfair, unreasonable and a breach of contract.

Although the failure to disclose and breach of contract are serious infractions, the most egregious thing about this situation is the fact that after being advised of this policy and suffering a reduction in salary, I discovered that the Chancellor did not impose this policy on another faculty member who also performed administrative duties. The faculty member relinquished her administrative duties and was assigned additional teaching duties, but suffered no reduction in salary. Given that the Southern University System is an equal opportunity employer adhering to a nondiscriminatory policy in its employment practices, then as an employee, I expect to be accorded Due Process, as well as, fair and equal treatment. As I informed the Chancellor that, if such a policy existed, he could not arbitrarily and capriciously choose to apply it at his discretion to favor one employee over another.

Such disparate treatment by the Chancellor is blatantly unfair and discriminatory which violates my civil rights under the Equal Protection and Due Process Laws of the Constitutions of the United States and the State of Louisiana. I believe that after several discussions with the Chancellor, he has been afforded ample opportunity to remedy this situation but has knowingly and willfully continued his discriminatory course of action in maintaining the reduction in my salary.

Therefore, in view of this breach of contract and unconstitutional deprivation of property, I appeal to you to honor the Chancellor's contractual agreement to increase my salary and to restore the loss of compensation I have suffered.

If you need to discuss this matter with me before your decision, you can reach me at (225) 936-5598.

Thank you for your time and consideration. With kindest regards, I remain,

Sincerely,

[Signature]

Arthur E. Stallworth
Professor, Southern University Law Center
Ralph Slaughter, Ph D, CPA, President
Southern University System
J S Clark Administration Building,
Baton Rouge, LA 70813

Re: Arthur Stalworth vs. Ralph Slaughter, et al
USDC MD LA No. 07-886
ORM No. 07G1219ST3296

Dear Dr. Slaughter:

The Office of Risk Management provides a policy of liability coverage that was in force at the time of the alleged incident. It is our opinion that there are certain allegations contained in the lawsuit captioned above which obligates this office to defend you under the policy.

There are, however, other issues that have been raised which are not covered by any liability policy provided by the Office of Risk Management. We do not provide coverage for wage loss, overtime, back pay, contractual obligations, or any related disputes including non-insured allegations.

You may wish to have your in-house counsel enroll as co-counsel to represent your interests on any non-tort matter, or, should you choose to do so, you may leave the entire matter to be handled by an attorney designated by ORM. However, we will not be responsible for any judgment which may be rendered on non-insured items such as contract amounts, back wages, overtime wages, or stipulated damages.

We attach a copy of the allegations and/or policy language which excludes coverage for your review.

Sincerely,

Ann Wax
State Risk Administrator - Claims

Attachment
January 21, 2008

Mr James D "Buddy" Caldwell
Attorney General
State of Louisiana
P O Box 94005
Baton Rouge, LA 70804-9005

RE Arthur Stallworth v Ralph Slaughter, et al, Civil Action
No 07-886, USDC/MD-LA (Jury Trial Requested)

Dear Mr Caldwell

Enclosed are Summons and Complaints served on the Southern University Board of Supervisors and its members, Dr. Ralph Slaughter, President of the Southern University System, and Chancellor Freddie Pitcher, S U Law Center, in the referenced lawsuit on January 16, 2008. We were also served with these documents for Richard Carlton, Jr., who is unknown to us, but believed to have been for board member Richard Carlton. I am requesting that you assign counsel to represent our employees and the Board of Supervisors and its members in this matter.

We would appreciate being notified when counsel is assigned and having counsel to contact Ms. Frances R. Smith at (225) 771-4680, for assistance in gathering information to successfully defend this suit.

Your advice and guidance in this matter are greatly appreciated

Sincerely

Ralph Slaughter Ph D, CPA
President
Southern University System

RS/s

xc Members of the Board of Supervisors
Chancellor Freddie Pitcher
Ms. Frances R. Smith
Office of Risk Management
Attorney Winston DeCuur

An Equal Educational Opportunity Institution
February 1, 2008

Mr. Arthur Stallworth
4553 Salem Drive
Baton Rouge, LA 70814

RE Appeal to Board of Supervisors

Dear Mr. Stallworth

Your request for the hearing of your grievance by the Southern University Board of Supervisors was received and is hereby acknowledged. It will be considered by the Executive Committee of the Board at its meeting on Friday, February 29, 2008. The February meeting of the Committee will be held at the Metro Center, the downtown campus of Southern University at Shreveport, located at 610 Texas Street. While the time of the Executive Committee meeting is not certain, Board Committee meetings are set to begin at 9:00 a.m. and conclude in order until all committees have convened.

The Executive Committee will consider the record that has been submitted by you and the Administration and make a recommendation to the Board on granting you a hearing at a future meeting of the Board. While your presence is not required, you have the right to be present for this meeting, and to bring a representative of your choice with you. In the event the Committee has questions regarding the substance of your appeal or other related matters, you may be asked to respond to any matters that the Committee needs to clarify during its deliberations. Following its review of the record, the Committee will act on your request for a hearing and make a recommendation in this regard to the Board. If a hearing is granted, you will be notified of the location, time and date that is set for it.

Please provide the evidentiary record that you would like the Committee to review and the record of other actions taken on your grievance to Mrs. Henrette Vessel in the Board’s Office no later than February 8, 2008. This information is required so that members of the Committee may receive it to review prior to the meeting.

If you have questions or need information in this regard, you may contact Mrs. Vessel at (225) 771-4600 or Ms. Frances Smith in my office at (225) 771-4680.

Sincerely,

Ralph Slaughter, Ph.D.,
President
Southern University System

RS/s

xo Mr. Myron Lawson
Chancellor Freddies Palace

"An Equal Educational Opportunity Institution"
January 29, 2008

Mr. James D. "Buddy" Caldwell
Attorney General
State of Louisiana
P.O. Box 94005
Baton Rouge, LA 70804-9005

RE: Arthur Stallworth v. Ralph Slaughter, et al., Civil Action
No. 07-886, USDC/MD-LA (Jury Trial Requested)

Dear Mr. Caldwell,

Enclosed is the request of Southern University Board of Supervisors member, Mr. Warren Forstall, requesting that you appoint counsel to represent him in the referenced matter. His summons and the complaint filed in this lawsuit were transmitted previously.

We would appreciate being notified when counsel is assigned.

Your advice and guidance in this matter are greatly appreciated.

Sincerely,

Ralph Slaughter, Ph.D., CPA
President
Southern University System

RS/fts

xc: Atty. Warren Forstall
Office of the Board of Supervisors
Office of Risk Management
Attorney Winston DeCur
January 17, 2008

James D. "Buddy" Caldwell  
Attorney General  
Louisiana Department of Justice  
Litigation Division  
Post Office Box 94005  
Baton Rouge, Louisiana 70804-9005  
Tel: (225)326-0300  
Fax (225)326-0490

RE: Arthur Stallworth v. Ralph Slaughter, et al., No 07-886, USDC/MD

Dear Attorney General Caldwell,

I am requesting representation from the Attorney General's Office.

I was named as a defendant in the above referenced lawsuit and I am a member of the Southern University Board of Supervisors.

I have not received a copy of the lawsuit.

A copy of the lawsuit was (check one):

- [ ] Left at the Office of the Board of Supervisors  
- [ ] Left at my home address  
- [ ] Given to me personally at my place of employment  
- [ ] Given to me personally at my home address

On January 16, 2008 (date petition was sealed)

[Signature]

[Printed Name]

Southern University Board of Supervisors

January 17, 2008

* An Equal Educational Opportunity Institution*
THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

ARTHUR E. STALLWORTH

VERSUS

RALPH SLAUGHTER, PRESIDENT,
SOUTHERN UNIVERSITY &
AGRICULTURAL & MECHANICAL
COLLEGE, JOHNNY G. ANDERSON,
CHAIRMAN OF THE BOARD OF SUPERVISORS
OF SOUTHERN UNIVERSITY, RICHARD J.
CARLTON, JR., WARREN A. FORSTALL,
DALE N. ATKINS, LEAD MONTGOMERY,
HERMAN LEE HARTMAN, SR., LOUIS MILLER,
MURPHY NASH, JR., E. JEAN WARE,
ACHILLES WILLIAMS, MYRON K. LAWSON,
TONY M. CLAYTON, REV. SAMUEL C.
TOLBERT, JR., MARY RIDEAU DOUCET,
REV. JESSE B. BILBERRY, AFIC PATTERSON,
FRED PITCHER, CHANCELLOR, SOUTHERN
UNIVERSITY LAW CENTER, AND THE BOARD
OF SUPERVISORS OF THE SOUTHERN
UNIVERSITY AND AGRICULTURAL &
MECHANICAL COLLEGE

CIVIL ACTION NO. 07-836

JUDGE

MAGISTRATE JUDGE

JURY TRIAL REQUESTED

COMPLAINT

The complaint of Arthur E. Stallworth, a resident of the full age of majority of the Parish
of East Baton Rouge, State of Louisiana, respectfully represents as follows:

I

Named Defendants herein in their official capacities are Ralph Slaughter, President
Southern University & Agricultural & Mechanical College, Johnny G. Anderson, Chairman of
the Board of Supervisors of Southern University, Richard J. Carlton, Jr., Warren A. Forstall,
Dale N. Atkins, Lea D. Montgomery, Herman Lee Hartman, Sr., Louis Miller, Murphy Nash, Jr.,
E Jean Ware, Achilles Williams, Myron K Lawson Tony M Clayton, Rev Samuel C Tolbert, Jr., Mary Riedeau Doucet, Rev Jesse B Bilberry Afif C Patterson, Fred Pitcher, Chancellor, Southern University Law Center, and the Board of Supervisors of Southern University and Agricultural & Mechanical College. All Defendants are residents of the State of Louisiana. The Defendant, Board of Supervisors of Southern University and Agricultural and Mechanical College, is named as a Defendant only in the Plaintiff’s state law claims.

2

This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331. The claims brought by the Plaintiff include violations of 42 U.S.C. § 1983 and the Fourteenth Amendment to the United States Constitution. This Court has supplemental jurisdiction of all the Plaintiff’s state law claims, including claims for violations of Article 1, § 2 of the Constitution of the State of Louisiana, pursuant to 28 U.S.C. § 1367.

3

In the summer of 1991, the Plaintiff was employed by the Southern University Agricultural and Mechanical College as an Associate Law Professor and Director of Clinical Legal Education of the Southern University Law Center. This was a full-time position and no outside employment or practice of law was permitted.

4

Thereafter, the Plaintiff performed his duties in an exemplary manner.

5

In the summer of 1993, the Plaintiff was promoted to the position of Full Professor and Vice-Chancellor of the Law Center. At the same time, the Plaintiff was notified that he had been awarded tenure.
As a result of the Plaintiff's earning of tenure, he acquired a property interest in and to his position.

In January of 2005, the Plaintiff informed the Defendant, Chancellor Fred Pitcher, that he was considering relinquishing his role as Vice Chancellor effective June 30, 2005 but continuing to teach at the Law Center as a full-time Full Professor of law.

In May of 2005, Chancellor Pitcher requested that the Plaintiff continue to perform the duties of Vice Chancellor for one more year and agree to increase the Plaintiff's salary to $143,797.00 if the Plaintiff would do so. The Plaintiff accepted Chancellor Pitcher's offer and continued to perform the duties of Vice Chancellor for an additional year.

However, Chancellor Pitcher never paid the Plaintiff the $143,797.00 which was agreed upon. At first, the implementation of this agreed-to pay raise was delayed by freezes and the like resulting from Hurricane Katrina. However, even after the freezes and the like were lifted, Chancellor Pitcher still did not pay to the Plaintiff his agreed-to raise and, in fact, has not done so to date.

The Plaintiff alleges that Defendant Pitcher's refusal to pay to the Plaintiff the pay raise which had been agreed upon, even after the Plaintiff had fully performed his part of the contractual bargain constitutes a breach of the contractual rights and obligations of the parties.
Although this pay raise was apparently not approved by the Board of Supervisors, Louisiana law recognizes the existence of an implied contract in this situation and estops the Defendants from denying the enforceability of this contract.

After the Plaintiff had completed another year of service as Vice-Chancellor, in June of 2005, Chancellor Pitcher informed the Plaintiff that he (Pitcher) was obligated to reduce his salary because of some policy that had never been disclosed to the Plaintiff at the time of the original negotiation of his employment agreement or at any time thereafter. After the Plaintiff and Chancellor Pitcher discussed the matter further, Chancellor Pitcher stated that he would decrease his salary by 10%.

At that time, it became apparent to the Plaintiff that decisions about the compensation of tenured faculty members working at the Southern University Law Center were being made on an arbitrary and ad hoc basis without any standards, criteria, or safeguards to govern or guide these decisions so as to prevent arbitrary and discriminatory decisions being made concerning the compensation of tenured law faculty members.

The Plaintiff alleges that it violates the due process clauses of the Fourteenth Amendment to the United States Constitution and La. Art. II § 2 of the Louisiana Constitution to allow and permit Southern University Law Center officials to have the "unfettered" discretion to adversely affect property rights in and to the compensation of law school faculty members without providing any standards, criteria or safeguards for the exercise of this discretion.
In June of 2006, the Plaintiff submitted his resignation as Vice Chancellor of the Law Center but continued to perform his full-time duties as a full Professor of Law.

In August of 2006, the Defendant, Pitcher, approved a 10% reduction in the Plaintiff's pay.

On November 24, 2006, this 10% pay reduction was approved by the Southern University Board of Supervisors without providing the Plaintiff notice of the meeting at which this reduction was approved or opportunity for a pre-deprivation opportunity to be heard.

On December 19, 2006, the Plaintiff filed a grievance concerning his pay dispute with the University with the Defendant Ralph Slaughter. To date, there has been no response to or determination on this grievance in violation of the “Procedure for Obtaining Redress to Grievances” which is set forth in the Faculty Guide for the Southern University Law Center and which is an integral part of the overall employment agreement between Professor Stallworth and Southern University.

The Plaintiff avers that Defendant Slaughter's failure and refusal to comply with the grievance procedure constitutes a violation of the contractual rights and obligations of the parties as well as a violation of the Plaintiff's rights under the federal and state due process clauses to a prompt post deprivation hearing.
Plaintiff respectfully requests a jury trial in this matter.

WHEREFORE, the Plaintiff, Arthur E. Stallworth, respectfully prays for judgment in
his favor as follows:

I. For a declaratory judgment finding and declaring that the Defendants violated the
Plaintiff's rights to due process of law and breached the employment agreement
between the Plaintiff and Southern University,

II. For equitable and injunctive relief ordering the Defendants to reinstate the
Plaintiff's salary to what was agreed upon in August – September 2005 between
the Plaintiff, Arthur E. Stallworth, and the Defendant, Fred Pitcher,

III. Alternatively, for judgment under Louisiana law for all lost salary and benefits
resulting from the Defendants' breach of contract and improper reduction of the
Plaintiff's salary,

IV. For judgment against the Defendants for attorney's fees and litigation expenses in
accordance with 42 USC § 1988, and

V. For legal interest in accordance with law and for all costs of this proceeding.

Respectfully Submitted,

SMITH LAW FIRM

/s/ Arthur Smith, III
J ARTHUR SMITH, III
(1a Bar No 07730)
830 North Street
Baton Rouge, Louisiana 70802
Telephone (225) 383-7716
Facsimile (225) 383-7773
Attorney for Plaintiff